



May 15, 2024

MEETING MINUTES

OF CALHOUN COUNTY COMMISSIONERS' COURT

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

THE FOLLOWING MEMBERS WERE PRESENT:

(ABSENT)	Richard Meyer	County Judge
	David Hall	Commissioner Pct 1
	Vern Lyssy	Commissioner Pct 2
(ABSENT)	Joel Behrens	Commissioner Pct 3
	Gary Reese	Commissioner Pct 4
	Anna Goodman	County Clerk
	By: Kaddie Smith	Deputy Clerk

The subject matter of such meeting is as follows:

1. Call meeting to order.

Meeting was called to order at 10am by Commissioner Vern Lyssy, Judge Pro Tem

2. Invocation.

Commissioner David Hall

3. Pledges of Allegiance.

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

4. General Discussion of Public Matters and Public Participation.

Commissioner Lyssy thanks Shannon with Texas Emergency Management for helping the community with the recent storm that brought some severe damage.

5. Accept April 24, 2024 and May 8, 2024 Commissioners' Court Minutes. (RHM)

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

6. Consider and take necessary action on insurance proceeds check from VFIS in the amount of \$20,252.48 (\$21,252.48-\$1,000 deductible) for damages to an EMS Vehicle on 3/15/24. (RHM)

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

7. Consider and take necessary action on insurance proceeds check from TAC in the amount of \$2,500.00 for damages to a Sheriff Office Vehicle on 1/8/24. (RHM)

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

8. Consider and take necessary action to allocate the funds from the Local Assistance and Tribal Consistency Fund through the U.S. Department of the Treasury to be used for the UPS Battery Backup for the Combined Dispatch Building in the amount of \$25,784.64 (DEH)

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

9. Consider and take necessary action to approve the Specifications and Contract Documents 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 to authorize G & W Engineers, Inc. and the County Auditor to advertise for bids. A pre-bid meeting shall be held at 10:00 am, Tuesday, June 4, 2024 at Little Chocolate Bayou Park Pavilion at West Austin St. Sealed Bids will be due before 2:00:00 pm, Tuesday, July 2, 2024 at the County Judge’s Office. (DEH)

Commissioner Hall explained use for funds and where they are coming from. Scott Mason with G&W Engineers explained the project. Council expressed concerns within bid packet.

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

10. To correspond with the recently approved amendment to the GLO-County contract for GLO CDBG-DR 20-065-064-C182, Calhoun County recommends a contract extension and budget increase for KSBR LLC, to complete their scope of work as Grant Administration for this contract. The County also authorizes the judge to sign this amendment and execute the amended contracts. (RHM)

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

11. To correspond with the recently approved amendment to the GLO-County contract for CDBG-DR contract 20-065-064-C182, Calhoun County recommends a contract extension and budget increase for G&W Engineering, Inc., to complete their scope of work as Engineer for this contract. The County also authorizes the judge to sign this amendment and execute the amended contracts. (RHM)

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

12. Public Hearing concerning Petition to Vacate Club Grounds, Bayside Beach as recorded in Volume Z, Page 28 of the Plat Records of Calhoun County, Texas. (DEH)

Regular Session closed at 10:14am
Terry Ruddick explained the Petition to Vacate.
Regular session opened at 10:16am

13. Consider and take necessary action to Vacate Club Grounds, Bayside Beach as recorded in Volume Z, Page 28 of the Plat Records of Calhoun County, Texas. (DEH)

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

14. Accept Monthly Reports from the following County Offices:

- i. District Clerk – April, 2024
- ii. Justice of the Peace No. 1 – April 2024
- iii. Justice of the Peace No. 2 – April, 2024
- iv. Justice of the Peace No. 3 – April, 2024
- v. Justice of the Peace No. 4 – April, 2024
- vi. Justice of the Peace No. 5 – April, 2024 – 1st revision
- vii. Sheriff Department – April, 2024

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

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

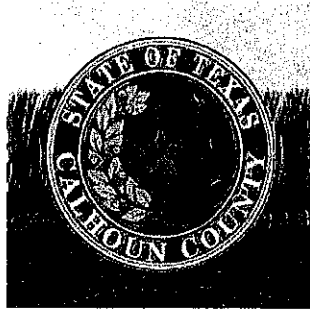
2024
RESULT: APPROVED [UNANIMOUS]
MOVER: Gary Reese, Commissioner Pct 4
SECONDER: David Hall, Commissioner Pct 1
AYES: Commissioner Hall, Lyssy, Reese

16. Approval of bills and payroll. (RHM)

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

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

Adjourned 10:19am



CALHOUN COUNTY COMMISSIONERS' COURT PACKET COMPLETION SHEET

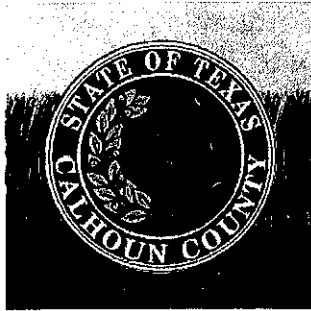
-
- All Agenda Items Properly Numbered**
 - Contracts Completed and Signed**
 - All 1295's Flagged for Acceptance
(number of 1295's 0)**
 - All Documents for Clerk Signature Flagged
(All documents needing to be attested to need to be
signed day of Commissioner's Court.)**

On this 15th day of May 2024, the packet

for the 15th day of May 2024 Commissioners'
Court Regular Session was submitted from the Calhoun County Judge's office
to the Calhoun County Clerk's Office.

Debbie Vickery
Calhoun County Judge/Assistant

AGENDA



Richard H. Meyer
County Judge

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

NOTICE OF MEETING

The Commissioners' Court of Calhoun County, Texas will meet on Wednesday, May 15, 2024 at 10:00 a.m. in the Commissioners' Courtroom in the County Courthouse at 211 S. Ann Street, Suite 104, Port Lavaca, Calhoun County, Texas.

AGENDA

The subject matter of such meeting is as follows:

AT 9:15 FILED a O'CLOCK a M

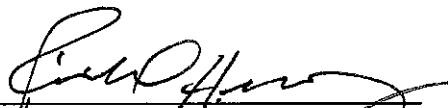
1. Call meeting to order.
2. Invocation.
3. Pledges of Allegiance.
4. General Discussion of Public Matters and Public Participation.
5. Accept April 24, 2024 and May 8, 2024 Commissioners' Court Minutes. (RHM)
6. Consider and take necessary action on insurance proceeds check from VFIS in the amount of \$20,252.48 (\$21,252.48-\$1,000 deductible) for damages to an EMS Vehicle on 3/15/24. (RHM)
7. Consider and take necessary action on insurance proceeds check from TAC in the amount of \$2,500.00 for damages to a Sheriff Office Vehicle on 1/8/24. (RHM)
8. Consider and take necessary action to allocate the funds from the Local Assistance and Tribal Consistency Fund through the U.S. Department of the Treasury to be used for the UPS Battery Backup for the Combined Dispatch Building in the amount of \$25,784.64 (DEH)
9. Consider and take necessary action to approve the Specifications and Contract Documents 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 to authorize G & W Engineers, Inc. and the County Auditor to advertise for bids. A pre-bid meeting shall be held at 10:00 am, Tuesday, June 4, 2024

MAY 10 2024

ANNA GOODMAN
COUNTY CLERK, CALHOUN COUNTY, TEXAS
DEPUTY: *Kadde Smith*

at Little Chocolate Bayou Park Pavilion at West Austin St. Sealed Bids will be due before 2:00:00 pm, Tuesday, July 2, 2024 at the County Judge's Office. (DEH)

10. To correspond with the recently approved amendment to the GLO-County contract for GLO CDBG-DR 20-065-064-C182, Calhoun County recommends a contract extension and budget increase for KSBR LLC, to complete their scope of work as Grant Administration for this contract. The County also authorizes the judge to sign this amendment and execute the amended contracts. (RHM)
11. To correspond with the recently approved amendment to the GLO-County contract for CDBG-DR contract 20-065-064-C182, Calhoun County recommends a contract extension and budget increase for G&W Engineering, Inc., to complete their scope of work as Engineer for this contract. The County also authorizes the judge to sign this amendment and execute the amended contracts. (RHM)
12. Public Hearing concerning Petition to Vacate Club Grounds, Bayside Beach as recorded in Volume Z, Page 28 of the Plat Records of Calhoun County, Texas. (DEH)
13. Consider and take necessary action to Vacate Club Grounds, Bayside Beach as recorded in Volume Z, Page 28 of the Plat Records of Calhoun County, Texas. (DEH)
14. Accept Monthly Reports from the following County Offices:
 - i. District Clerk – April, 2024
 - ii. Justice of the Peace No. 1 – April 2024
 - iii. Justice of the Peace No. 2 – April, 2024
 - iv. Justice of the Peace No. 3 – April, 2024
 - v. Justice of the Peace No. 4 – April, 2024
 - vi. Justice of the Peace No. 5 – April, 2024 – 1st revision
 - vii. Sheriff Department – April, 2024
15. Consider and take necessary action on any necessary budget adjustments. (RHM)
16. Approval of bills and payroll. (RHM)


Richard H. Meyer, County Judge
Calhoun County, Texas

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

4



May 15, 2024

MEETING MINUTES

OF CALHOUN COUNTY COMMISSIONERS' COURT

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

THE FOLLOWING MEMBERS WERE PRESENT:

(ABSENT)	Richard Meyer	County Judge
	David Hall	Commissioner Pct 1
	Vern Lyssy	Commissioner Pct 2
(ABSENT)	Joel Behrens	Commissioner Pct 3
	Gary Reese	Commissioner Pct 4
	Anna Goodman	County Clerk
	By: Kaddie Smith	Deputy Clerk

The subject matter of such meeting is as follows:

1. Call meeting to order.

Meeting was called to order at 10am by Commissioner Vern Lyssy, Judge Pro Tem

2. Invocation.

Commissioner David Hall

3. Pledges of Allegiance.

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

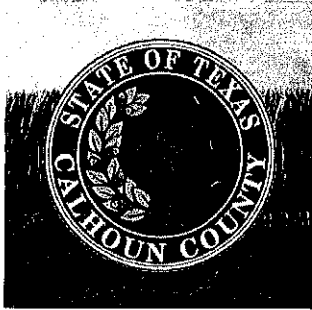
4. General Discussion of Public Matters and Public Participation.

Commissioner Lyssy thanks Shannon with Texas Emergency Management for helping the community with the recent storm that brought some severe damage.

5

5. Accept April 24, 2024 and May 8, 2024 Commissioners' Court Minutes. (RHM)

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

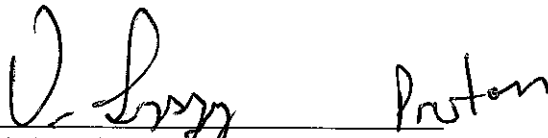


Richard H. Meyer
County Judge

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

The Commissioners' Court of Calhoun County, Texas met on Wednesday,
April 24, 2024, at 10:00 a.m. in the Commissioners' Courtroom in the County Courthouse at
211 S. Ann Street, Suite 104, Port Lavaca, Calhoun County, Texas.

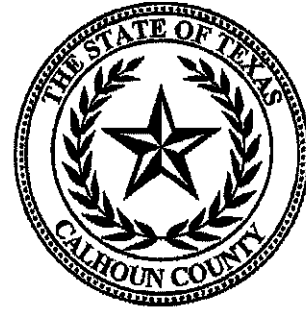
Attached are the true and correct minutes of the above referenced meeting.


Richard Meyer, County Judge
Calhoun County, Texas

Anna Goodman, County Clerk


Deputy Clerk





April 24, 2024

MEETING MINUTES

OF CALHOUN COUNTY COMMISSIONERS' COURT

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

THE FOLLOWING MEMBERS WERE PRESENT:

	Richard Meyer	County Judge
	David Hall	Commissioner Pct 1
(ABSENT)	Vern Lyssy	Commissioner Pct 2
	Joel Behrens	Commissioner Pct 3
	Gary Reese	Commissioner Pct 4
(ABSENT)	Anna Goodman	County Clerk
	By: Kaddie Smith	Deputy Clerk

The subject matter of such meeting is as follows:

1. Call meeting to order.

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

2. Invocation.

Commissioner David Hall

3. Pledges of Allegiance.

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

4. General Discussion of Public Matters and Public Participation.

n/a

5. Approve the minutes of the April 17, 2024 regular meetings. (RHM)

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

6. Public Hearing regarding the request to vacate and abandon a portion of unconstructed public road which includes: (DEH)
- a. Tract 1 (Miller Streets): Field notes describing a 0.199-acre tract of land comprised of a part of Alamo Street and Thomas Avenue, as platted in Bayside Beach Unit 2, Blocks 125-150 in Volume Z, Page 46, Plat Records of Calhoun County, Texas, in the Juan Cano League, Abstract Number 5 in Calhoun County, Texas. Said 0.199 acres being more fully described by metes and bounds in the Application.
 - b. Tract 2 (Sciacca Streets): Field notes describing a 0.089-acre tract of land comprised of a part of Alamo Street and Thomas Avenue, as platted in Bayside Beach Unit 2, Blocks 125-150 in Volume Z, Page 46, Plat Records of Calhoun County, Texas, in the Juan Cano League, Abstract Number 5 in Calhoun County, Texas. Said 0.089 acres being more fully described by metes and bounds in the Application.
 - c. Tract 3 (Cordell Streets): Field notes describing a 0.142-acre tract of land comprised of a part of Alamo Street, Maxwell Street and Thomas Avenue adjoining Lots 2 and 3, Block 142 as platted in Bayside Beach Unit 2, Blocks 125-150 in Volume Z, Page 46, Plat Records of Calhoun County, Texas, in the Juan Cano League, Abstract Number 5 in Calhoun County, Texas. Said 0.142 acres being more fully described by metes and bounds in the Application.
 - d. Tract 4 (Anderson Streets): A 0.203-acre tract of land being a portion of Alamo Street and Maxwell Street as platted in Bayside Beach Unit 2, in Volume Z, Page 46, Plat Records of Calhoun County, Texas. Said 0.203 acres being more fully described by metes and bounds in the Application.
 - e. Tract 5 (Hunt Tract): A 0.057-acre tract of land acre situated in the Juan Cano Survey, Abstract No. 5, Calhoun County, Texas and being a portion of Alamo Street adjacent to Lots 29 and 30, Block 34 of Bayside Beach Unit No. 1 according to plat recorded in Volume Z, Page 26 of the Calhoun County Deed Records, Port Lavaca, Texas, further described in the Application.

Property owners are: Cordell Family, LP, being the owners of Lots 4 and 5, Block 142; Cecil E. Anderson, being the owner of Lots 1 and 12, Block 137; Sherry Darlene Miller and Duane E. Miller, being the owners of 17.8' of Lot 7 and all of Lot 8, Block 142 and Lots 8 and 9, Block 143; Johnny R. and Charlyn S. Sciacca, being the owners of Lot 6 and part of Lot 7, Block 142 all

In Bayside Beach Unit #2, Calhoun County, Texas; Thomas W. and Caron G. Hunt being the owners of Lots 29 and 30, Block 34, Bayside Beach Unit No. 1.

Regular meeting closed at 10:02
Anne Marie Odefey read and explained the request.
Regular meeting opened at 10:12

7. Consider and take necessary action to vacate and abandon a portion of unconstructed public road which includes: (DEH)
 - a. Tract 1 (Miller Streets): Field notes describing a 0.199-acre tract of land comprised of a part of Alamo Street and Thomas Avenue, as platted in Bayside Beach Unit 2, Lots 121-150 in Volume Z, Page 46, Plat Records of Calhoun County, Texas, in the Juan Cano League, Abstract Number 5 in Calhoun County, Texas. Said 0.199 acres being more fully described by metes and bounds in the Application.
 - b. Tract 2 (Sciacca Streets): Field notes describing a 0.089-acre tract of land comprised of a part of Alamo Street and Thomas Avenue, as platted in Bayside Beach Unit 2, Lots 121-150 in Volume Z, Page 46, Plat Records of Calhoun County, Texas, in the Juan Cano League, Abstract Number 5 in Calhoun County, Texas. Said 0.089 acres being more fully described by metes and bounds in the Application.
 - c. Tract 3 (Cordell Streets): Field notes describing a 0.142-acre tract of land comprised of a part of Alamo Street, Maxwell Street and Thomas Avenue adjoining Lots 2 and 3, Block 142 as platted in Bayside Beach Unit 2, Lots 121-150 in Volume Z, Page 46, Plat Records of Calhoun County, Texas, in the Juan Cano League, Abstract Number 5 in Calhoun County, Texas. Said 0.142 acres being more fully described by metes and bounds in the Application.
 - d. Tract 4 (Anderson Streets): A 0.203-acre tract of land being a portion of Alamo Street and Maxwell Street as platted in Bayside Beach Unit 2, in Volume Z, Page 46, Plat Records of Calhoun County, Texas. Said 0.203 acres being more fully described by metes and bounds in the Application.
 - e. Tract 5 (Hunt Tract): a 0.057-acre tract of land acre situated in the Juan Cano Survey, Abstract No. 5, Calhoun County, Texas and being a portion of Alamo Street adjacent to Lots 29 and 30, Block 34 of Bayside Beach Unit No. 1 according to plat recorded in Volume Z, Page 26 of the Calhoun County Deed Records, Port Lavaca, Texas, further described in the Application.

Property owners are: Cordell Family, LP, being the owners of Lots 4 and 5, Block 142; Cecil E. Anderson, being the owner of Lots 1 and 12, Block 137; Sherry Darlene Miller and Duane E. Miller, being the owners of 17.8' of Lot 7 and all of Lot 8, Block 142 and Lots 8 and 9, Block 143; Johnny R. and Charlyn S. Sciacca, being the owners of Lot 6 and part of Lot 7, Block 142 all in Bayside Beach Unit #2, Calhoun County, Texas; Thomas W. and Caron G. Hunt being the owners of Lots 29 and 30, Block 34, Bayside Beach Unit No. 1.

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

8. Consider and take any action to exchange of property described below between the County and Cordell Family, LP, Cecil E. Anderson, and Johnny R. and Charlyn S. Sciacca said property being located in Bayside Beach Unit No. 2, Calhoun County, Texas as was published in the Port Lavaca Wave for three (3) consecutive weeks at least twenty (20) days before today's date. (DEH)
 - a. Tract 1 Property to be Exchanged Sciacca to County: Lots 6 and 7 in Block 142, Bayside Beach, Unit 2, Calhoun County, Texas, according to the plat of said subdivision recorded in Volume Z, Page 40 and amended in Volume Z, Page 124, Plat Records of Calhoun County, Texas, SAVE AND EXCEPT HOWEVER, that portion of Lot 7 in Block 142 conveyed in a Deed dated February 1, 1962, from R. C. Cleaver and wife, Annie Ballon Cleaver to Gorman W. Walton, recorded in Volume 182, Page 762, Deed Records of Calhoun County, Texas; in exchange for Tract 2 Property to be Exchanged County to Sciacca: Lot 1, Block 142, Bayside Beach, Unit 2, according to the plat of said subdivision recorded in Volume Z, Page 40 and amended in Volume Z, Page 124, Plat Records of Calhoun County, Texas.
 - b. Tract 3 Property to be Exchanged Cordell to County: Lots 4 and 5, Block 142, Bayside Beach, Unit 2, according to the plat of said subdivision recorded in Volume Z, Page 40 and amended in Volume Z, Page 124, Plat Records of Calhoun County, Texas, in exchange for Tract 4 Property to be Exchanged County to Cordell: Lots 2 and 3, Block 142, Bayside Beach, Unit 2, according to the plat of said subdivision recorded in Volume Z, Page 40 and amended in Volume Z, Page 124, Plat Records of Calhoun County, Texas.
 - c. Tract 5 Property to be Exchanged Anderson to County: Lot 12, Block 137, Bayside Beach, Unit 2, according to the plat of said subdivision recorded in Volume Z, Page 40 and amended in Volume Z, Page 124, Plat Records

of Calhoun County, Texas, in exchange for Lot 9, Block 138, Bayside Beach, Unit 2, according to the plat of said subdivision recorded in Volume Z, Page 40 and amended in Volume Z, Page 124, Plat Records of Calhoun County, Texas.

Anne Marie Odefey explained the exchange.

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

9. Consider and take necessary action to approve to have the EMS Director sign the ESO "3rd Party Pre-Hospital Integration" agreement, to integrate Pulsara and ESO. (RHM)

pass

10. Consider and take necessary action to approve Agreement for Professional Services in the amount of \$19,000.00 with G & W Engineers, Inc. for County Parking Improvements at Court House and Museum and have Judge Meyer sign all Documents. (RHM)

Scott Mason explained the proposal.

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

11. Consider and take necessary action to approve the FY 2024 Interlocal Agreement and authorize the County Judge Meyer to sign. (RHM)

- a. Calhoun County Senior Citizens \$ 35,000.00
- b. City of Port Lavaca (Fire Protection) \$247,319.87
- c. City of Port Lavaca (Animal Control) \$ 65,000.00

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

12. Accept Monthly Reports from the following County Offices (RHM)

a. County Tax Assessor - March 2024

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

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

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

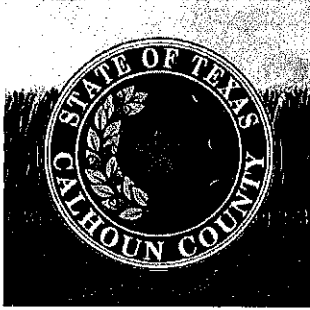
14. Approval of bills and payroll. (RHM)

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

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

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

Adjourned 10:25

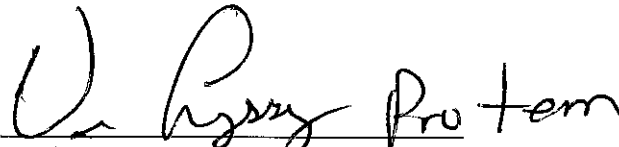


Richard H. Meyer
County Judge

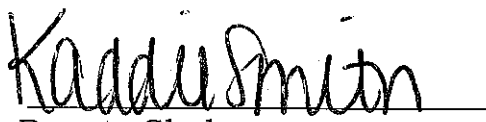
David Hall, Commissioner, Precinct 1
Vern Lyssy, Commissioner, Precinct 2
Joel Behrens, Commissioner, Precinct 3
Gary Reese, Commissioner, Precinct 4

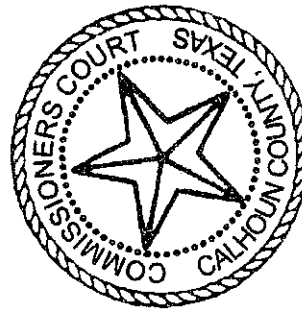
The Commissioners' Court of Calhoun County, Texas met on Wednesday,
May 8, 2024, at 10:00 a.m. in the Commissioners' Courtroom in the County Courthouse at
211 S. Ann Street, Suite 104, Port Lavaca, Calhoun County, Texas.

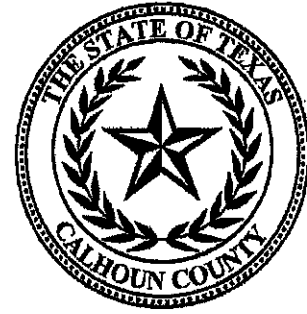
Attached are the true and correct minutes of the above referenced meeting.


Richard Meyer, County Judge
Calhoun County, Texas

Anna Goodman, County Clerk


Deputy Clerk





May 8, 2024

MEETING MINUTES

OF CALHOUN COUNTY COMMISSIONERS' COURT

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

THE FOLLOWING MEMBERS WERE PRESENT:

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

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

The subject matter of such meeting is as follows:

1. Call meeting to order.

Meeting was called to order at 10:00am by Judge Richard Meyer

2. Invocation.

Commissioner David Hall

3. Pledges of Allegiance.

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

4. General Discussion of Public Matters and Public Participation.

n/a

5. Consider and take necessary action on Resolution for approval and adoption of the updated Calhoun County Multi-Jurisdictional Hazard Mitigation Plan and approve that the adopted plan be submitted to the GLO, TDEM, and FEMA for final review and approval. (RHM)

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

6. Consider and take necessary action to approve the Continuous Quality Improvement (CQI) Program Management Agreement between Calhoun County EMS and Girard & Associates and authorize the Calhoun County EMS Director to sign. (RHM)

Jason Warmuth spoke and explained cost and procedure of CQI Program.

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

7. Consider and take necessary action to approve the HIPAA BUSINESS ASSOCIATE ADDENDUM Agreement between Calhoun County EMS and ESO Solutions, Inc. and authorize the Calhoun County EMS Director to sign. (RHM)

Jason Warmuth explained requirement by the State.

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

8. Consider and take necessary action to amend Minutes of April 17, 2024 – Agenda Item #14 Consider and take necessary action to approve the Final Plat of In the Oaks at Swan Point to include the following: *County will accept the road if/when the road is reconstructed to county specifications and approved by Commissioners Court.* (GDR)

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

9. Consider and take necessary action to accept Golden Crescent Regional Planning Commission Solid Waste Interlocal Agreement 24-17-01 - Trailer for Recycling, with funding of \$24,250, and authorize Judge Meyer to sign all documents. (GDR)

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

10. Consider and take the necessary action to approve the Preliminary Plat of Indianola Club Grounds. (DEH)

Terry Ruddick explained preliminary plat.

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

11. Consider and take necessary action to approve Agreement for Professional Services in the amount of \$22,000.00 with G & W Engineers, Inc. for County Annex Building Roof Improvements and have Judge Meyer sign all Documents. (RHM)

Everett explained the project.

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

12. Consider and take necessary action on closing a portion of Magnolia Beach at and near Cabana 1 for three days (June 14, 15, and 16th (See Attached map) for the Texas 200 sailing club as provided by Texas Local Government Code Section 240. (RHM)

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

13. Accept Monthly Reports from the following County Offices:

- i. Floodplain Administration – April 2024
- ii. Justice of Peace PCT 5 –April 2024

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

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

2023:	
RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

2024:	
RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

15. Approval of bills and payroll. (RHM)

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

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

6

6. Consider and take necessary action on insurance proceeds check from VFIS in the amount of \$20,252.48 (\$21,252.48-\$1,000 deductible) for damages to an EMS Vehicle on 3/15/24. (RHM)

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



VFIS Claims Management
 P O Box 5126
 York, PA 17405
 (800) 233-1957

CALHOUN COUNTY
 202 S ANN STREET, SUITE B
 PORT LAVACA, TX 77979

PAYMENT IS BEING ISSUED FOR: 2020 Dodge ALS VIN:4292
 Less \$1,000 Deductible

CHECK NUMBER: 0000076635
 CLAIM NUMBER: TXCM24030684
 PAYMENT AMOUNT: \$*****20,252.48

Payment on behalf of National Union Fire Insurance Company of Pittsburgh, PA

Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and subject to criminal prosecution and civil penalties.

ihess

PLEASE DETACH VOUCHER AND DEPOSIT CHECK PROMPTLY

THIS CHECK IS VOID WITHOUT A MULTI-COLORED BACKGROUND AND AN ARTIFICIAL WATERMARK ON THE BACK - HOLD AT AN ANGLE TO VIEW



Glatfelter Claims Management, Inc
 P O Box 5126
 York, PA 17405
 Fax: (717) 747-7053
 (800) 233-1957

60-295
313

CHECK NO. 0000076635
 CHECK DATE 05/02/2024
 Void 90 days after this date

M & T Bank
 Altoona, PA

CLAIM NUMBER	POLICY NUMBER	PAYEE TAXPAYER ID	AGENT 1	POLICY DATES
TXCM24030684	VFNUCM0002360-04	**.....	WinStar Insurance Group LLC	1/1/2024-1/1/2025
AGENT 2	POLICY HOLDER		CLAIMANT	DATE OF LOSS
GSM Insurors	CALHOUN COUNTY		CALHOUN COUNTY	03/15/2024

PAY: Twenty Thousand Two Hundred Fifty Two Dollars And 48/100 Dollars \$*****20,252.48

TO THE ORDER OF
 CALHOUN COUNTY
 202 S ANN STREET, SUITE B
 PORT LAVACA, TX 77979

Jeremy H. Klank
 AUTHORIZED SIGNATURE

SIGNATURE HAS A COLORED BACKGROUND - BORDER CONTAINS MICROPRINTING

7

7. Consider and take necessary action on insurance proceeds check from TAC in the amount of \$2,500.00 for damages to a Sheriff Office Vehicle on 1/8/24. (RHM)

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

TEXAS ASSOCIATION OF COUNTIES
RISK MANAGEMENT POOL-CLAIMS

CHECK DATE 5/2/2024	CHECK NO. 73414
------------------------	--------------------

73414

VENDOR ID	Calhoun County	VENDOR NAME	ACCOUNT NUMBER
5/2/2024	APD20249858-1	Refund Deductible Chevrolet Tahoe VIN 8233	\$2500.00
5/2/2024	APD20249858-1		\$0.00

DOCUMENT CHEMICAL REACTIVE PROPERTIES AND FEATURES IN FOLIO HOLOGRAM



TEXAS ASSOCIATION OF COUNTIES
RISK MANAGEMENT POOL-CLAIMS
1210 SAN ANTONIO STREET
AUSTIN, TX 78701
(512) 478-8753

FROST BANK
30-9/1140

73414

DATE
5/2/2024

AMOUNT
\$ 2,500.00

PAY TWO THOUSAND FIVE HUNDRED AND 00 / 100 DOLLARS

TO THE ORDER OF:

Calhoun County
211 S Ann St
Port Lavaca, TX 779794203



VOID AFTER 180 DAYS

Susan M. Ruppel
Julie Ray

⑈073414⑈ ⑆14000093⑆

591736944⑈

TEXAS ASSOCIATION OF COUNTIES
RISK MANAGEMENT POOL-CLAIMS

73414

Calhoun County
211 S Ann St
Port Lavaca, TX 779794203

8

8. Consider and take necessary action to allocate the funds from the Local Assistance and Tribal Consistency Fund through the U.S. Department of the Treasury to be used for the UPS Battery Backup for the Combined Dispatch Building in the amount of \$25,784.64 (DEH)

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

David E. Hall

Calhoun County Commissioner, Precinct #1

202 S. Ann

Port Lavaca, TX 77979



(361)552-9242

Fax (361)553-8734

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

RE: AGENDA ITEM

Dear Judge Meyer,

Please place the following item on the Commissioners' Court Agenda for May 15th, 2024.

Consider and take necessary action to allocate the funds from the Local Assistance and Tribal Consistency Fund through the U.S. Department of the Treasury to be used for the UPS Battery Backup for the Combined Dispatch Building in the amount of \$25,784.64

Sincerely,

A handwritten signature in black ink, appearing to read "David E. Hall".

David E. Hall

DEH/apt



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

RON REGER,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

This quote is subject to CDW's Third Party Cloud Services Order Form Terms and Conditions set forth at

<https://www.cdwg.com/content/cdwg/en/terms-conditions/third-party-cloud-services-order-form-terms-and-conditions-.html>

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NWNW185	5/8/2024	VERTIV - NO INSTALL	10364110	\$25,784.64

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<u>Vertiv Liebert GXT5 UPS - 20kVA 20kW 208 and 120VAC Online UPS Rack Tower</u> Mfg. Part#: GXT5-20KMVRT11UXLN Contract: Texas Misc IT HW Peri TxDOT DIR-CPO-5093 (DIR-CPO-5093)	1	6169313	\$14,983.21	\$14,983.21
<u>Vertiv Liebert GXT5 External Battery Cabinet - 288V for 5-10kVA Online UPS</u> Mfg. Part#: GXT5-EBC288VRT4U UNSPSC: 26111707 Contract: Texas Misc IT HW Peri TxDOT DIR-CPO-5093 (DIR-CPO-5093)	2	5673745	\$1,686.39	\$3,372.78
<u>Vertiv Power Emergency Package - extended service agreement - 5 years - on-</u> Mfg. Part#: PEPGXT15-20K5YR Electronic distribution - NO MEDIA Contract: OMNIA ESCR4 R210401 Tech Sol. Products/Services (R210401)	1	7535512	\$3,369.05	\$3,369.05
NEW ITEM Mfg. Part#: NEW-ITEM Contract: Standard Pricing	2	NEW-ITEM	\$2,029.80	\$4,059.60

These services are considered Third Party Services, and this purchase is subject to CDW's [Third Party Cloud Services Terms and Conditions](#), unless you have a written agreement with CDW covering your purchase of products and services, in which case this purchase is subject to such other written agreement.

The third-party Service Provider will provide these services directly to you pursuant to the Service Provider's standard terms and conditions or such other terms as agreed upon directly between you and the Service Provider. The Service Provider, not CDW, will be responsible to you for delivery and performance of these services. Except as otherwise set forth in the Service Provider's agreement, these services are non-cancellable, and all fees are non-refundable.

SUBTOTAL	\$25,784.64
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$25,784.64

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CALHOUN COUNTY TREASURERS OFFICE IT DEPT 117 W ASH ST PORT LAVACA, TX 77979 Phone: (361) 553-4606 Payment Terms: NET 30-VERBAL	Shipping Address: CALHOUN COUNTY TREASURERS OFFICE IT DEPT 117 W ASH ST PORT LAVACA, TX 77979 Phone: (361) 553-4606 Shipping Method: UPS Ground
	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Eddie Forsythe | (877) 501-2975 | eddie.forsythe@cdwg.com

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$25,784.64	\$745.18/Month	\$25,784.64	\$850.64/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

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For more information, contact a CDW account manager.

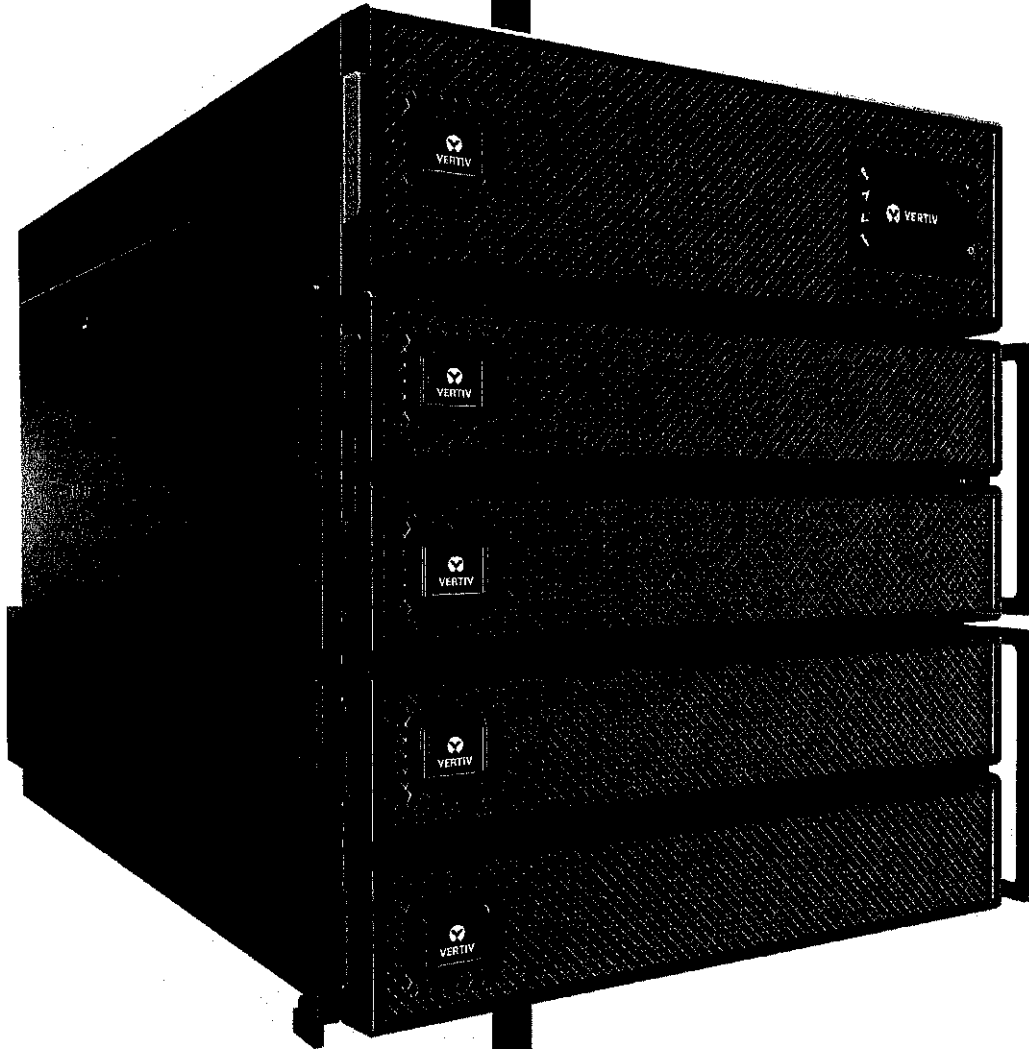
© 2024 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239



Vertiv™ Liebert®
GXT5 UPS

15-20kVA
208/120VAC

UPS for Protection of Your
Mission-Critical Applications



Vertiv™ Liebert® GXT5 | 15,000 - 20,000 VA UPS

Intelligent and Efficient UPS for Protection of Your Mission-Critical Applications

The Vertiv™ Liebert® GXT5 UPS is an online double conversion UPS solution which offers premium power outage protection and continuous power conditioning in a compact and flexible rack/tower form factor.

The Vertiv™ Liebert® GXT5 single-phase UPS operates with high power efficiency, making it ideally suited to protect critical infrastructure in both centralized and edge network applications.

Scalable runtime options with matching external battery cabinets offer additional flexibility when extended uninterrupted power is required. Plus, the Vertiv Liebert GXT5 provides battery health status and replacement date prediction for intelligent battery health management.

Vertiv™ Liebert® GXT5 Features

Leading UPS Technology

- Unity output power factor (1.0) and enough capacity to power multiple racks or a networking closet
- Full-color graphic LCD with gravity sensing orientation
- Optional external rack-mount maintenance bypass cabinet
- Automatic internal bypass
- External battery cabinets with auto-detection
- Output Distribution Options w/ interchangeable POD's
- Battery health status and replacement date prediction
- Remote management, update, and configuration
- Optimized thermal management and variable speed fan

The UPS system is easy to deploy and maintain due to its user-friendly LCD interface and remote management supported by the Vertiv™ RDU101 communications card which makes the Vertiv Liebert GXT5 compatible with Vertiv infrastructure management solutions such as LIFE™ Services, environmental sensors, Vertiv™ Power Insight, and more.

With high online efficiency and unity power factor operation, the Vertiv Liebert GXT5 will meet your critical application needs. And you can rest assured that your business is protected with this Vertiv solution that includes a standard, three-year advanced exchange product warranty.

Efficient and Green Product

- High efficiency in online mode
- Energy Star 2.0 certified
- Even higher efficiency (up to 98%) in Active ECO mode
- Compliance with Restriction of Hazardous Substances (RoHS) directive and the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH) regulation

What's in the box

- UPS
- Pre-installed Vertiv™ RDU101 communications card (NIC)
- Tower stand
- 4-Post Rack Mounting Kit
- USB Cable
- Quick Start Guide
- Safety Manual
- Factory Test Report
- [Free Vertiv™ Power Insight management software](#) (Free download)



OSHPD

Solutions Wide

- 3 year warranty
- Compact Rack/Tower design
- Broad range of services and extended warranty
- Easy to install, configure and operate
- Vertiv RDU101 network communications card with advanced features
- Compatibility with environmental sensors
- Integrated dry-contacts with selectable definition
- Free Vertiv Power Insight management software
- Serial port for out-of-band management with Avocent® serial consoles

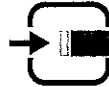
Vertiv™ Liebert® GXT5 Features



Unity Power Factor
More usable power enables more connected loads saving space and costs.



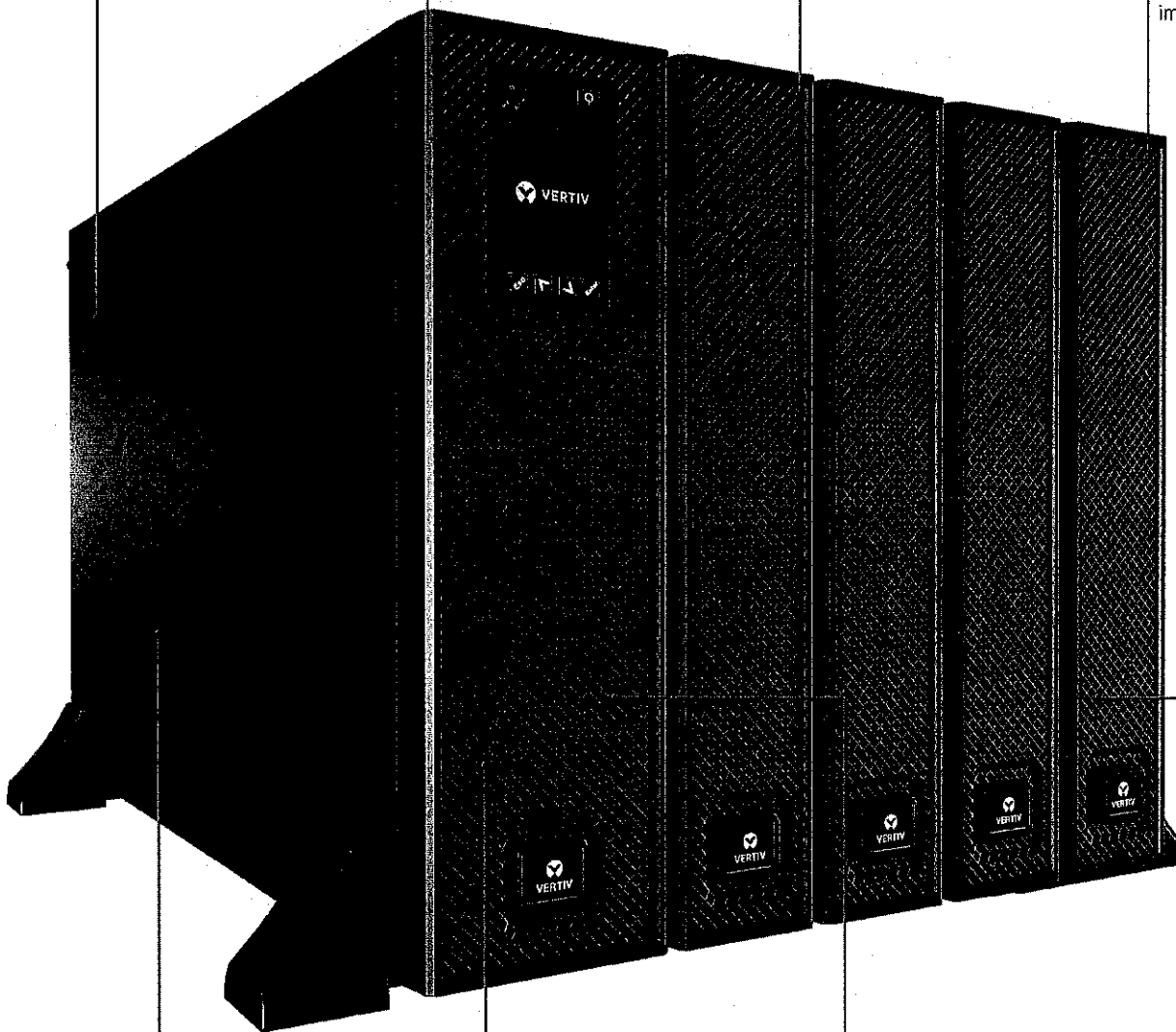
Colored graphic LCD with gravity sensitive orientation
User-friendly interface provides insight to UPS status for easy installation, configuration and operation.



High Power Capacity
15kVA and 20kVA capacities offer enough power for row and room-based applications.



High Efficiency
Energy Star 2.0 certification. Higher efficiency means an optimized energy management and lower heat dissipation, for energy savings and improved reliability.



Efficiency (up to 98%) in Active ECO mode
Superior protection with maximum efficiency.



Product warranty
Comprehensive coverage through a standard three-year advanced exchange warranty.



Integrated Battery
With self-test and detection capability.

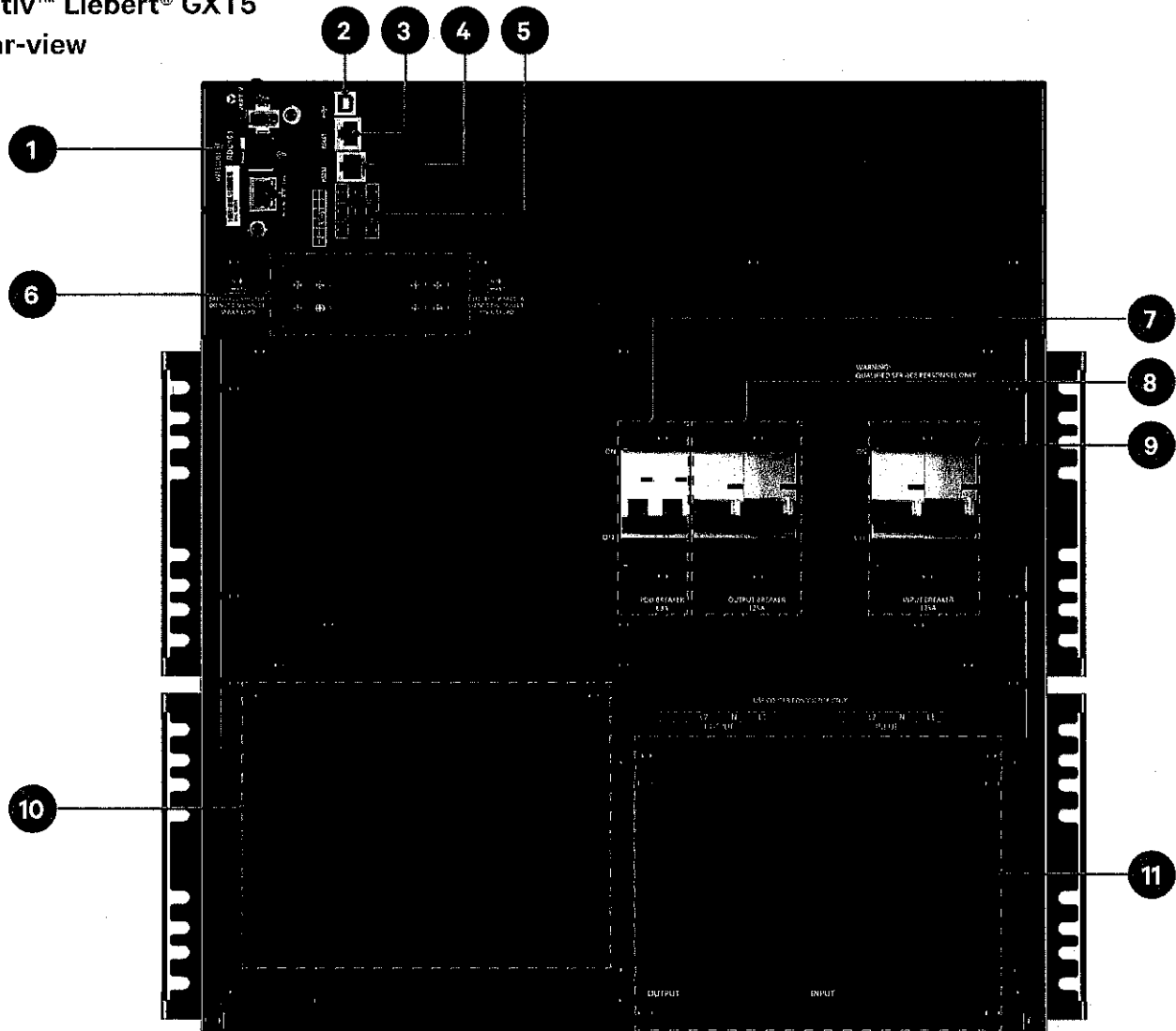


Battery Cabinets with auto-detection
Be confident the UPS is set up correctly to report available runtime when used with external battery cabinets.

Vertiv™ Liebert® GXT5 | 15,000 - 20,000 VA UPS

Vertiv™ Liebert® GXT5

Rear-view



Item	Description
1	Vertiv™ Liebert® IntelliSlot port with the Vertiv™ Liebert® IntelliSlot RDU101 Communications Card factory installed
2	USB Port
3	RS-485 port used for connecting external temperature sensor
4	RS232 port, RJ-45/RJ-11 connection used for command line interface
5	Terminal block communication connectors
6	External battery-cabinet connectors
7	POD breaker
8	Output breaker
9	Input breaker
10	Cover for power-distribution box connector
11	Knockouts for hard-wired power input and output

Technical Specifications

	Liebert® GXT5-15KMVRT11UXLN	Liebert® GXT5-20KMVRT11UXLN
Ratings (VA/W)	15,000 VA/15,000 W	20,000 VA/20,000 W
Dimensions, inches (mm)		
Unit W x D x H	16.9 x 26.7 x 18.9 (430 x 680 x 482)	16.9 x 26.7 x 18.9 (430 x 680 x 482)
Shipping, W x D x H	27.1 x 48.0 x 46.0 (690 x 1220 x 1169)	27.1 x 48.0 x 46.0 (690 x 1220 x 1169)
Weight, pounds (kg)		
Unit	396.6 (179.9)	396.6 (179.9)
Shipping	518.8 (231.0)	518.8 (231.0)
Input AC Parameters		
Operating Frequency, Nominal	40 - 70 Hz (factory-default is 60 Hz)	40 - 70 Hz (factory-default is 60 Hz)
Voltage Range	176 - 280 VAC (factory-default 120/208VAC)	176 - 280 VAC (factory-default 120/208VAC)
Input Wiring	Hard-wired terminal block 3W + G (L-L-N-G)	Hard-wired terminal block 3W + G (L-L-N-G)
Output AC Parameters		
Output Receptacles	Hard-wire, Optional POD's	Hard-wire, Optional POD's
User selectable output	208/120VAC	208/120VAC
Waveform (On Battery)	Sinewave	Sinewave
Utility (AC) Mode Overload	105% to 125% for 5 minutes 125% to 150% for 60 seconds >150% (impact load) minimum 200 ms	105% to 125% for 5 minutes 125% to 150% for 60 seconds >150% (impact load) minimum 200 ms
Battery		
Type	Valve-regulated, non-spillable, lead acid	Valve-regulated, non-spillable, lead acid
Backup Time (100% Load)	7.0	4.5
Backup Time (50% Load)	19.0	13.0
+2 External Battery Cabinet (100% Load)	19.5	13.0
+2 External Battery Cabinet (50% Load)	49.5	34.5
Environmental Requirements		
Operating Temperature, °F (°C)	32 - 104 (0 to 40) (no derating)	32 - 104 (0 to 40) (no derating)
Storage Temperature, °F (°C)	5 to 140 (-15 to 40)	5 to 140 (-15 to 40)
Relative Humidity	0 - 95% non-condensing	0 - 95% non-condensing
Operating Elevation	Up to 10,000 ft (3,000 m) at 77°F (25°C) without derating	Up to 10,000 ft (3,000 m) at 77°F (25°C) without derating
Audible Noise	<58 dBA, at 3.2 ft (1 m) from the front and sides, <58 dBA, at 3.2 ft (1 m) from rear	<58 dBA, at 3.2 ft (1 m) from the front and sides, <58 dBA, at 3.2 ft (1 m) from rear
Agency		
Surge Immunity and EMC	IEEE/ANSI C62.41 Category B	IEEE/ANSI C62.41 Category B
Transportation	ISTA Procedure 1A	ISTA Procedure 1A
Safety	UL1778, c-UL listed	UL1778, c-UL listed
Emissions	FCC Part 15 (Class A)	FCC Part 15 (Class A)
Warranty		
	Std. 3 year; Opt. 2 year extension	Std. 3 year; Opt. 2 year extension
Protection Plan		
Equipment Protection Plan	\$500,000	

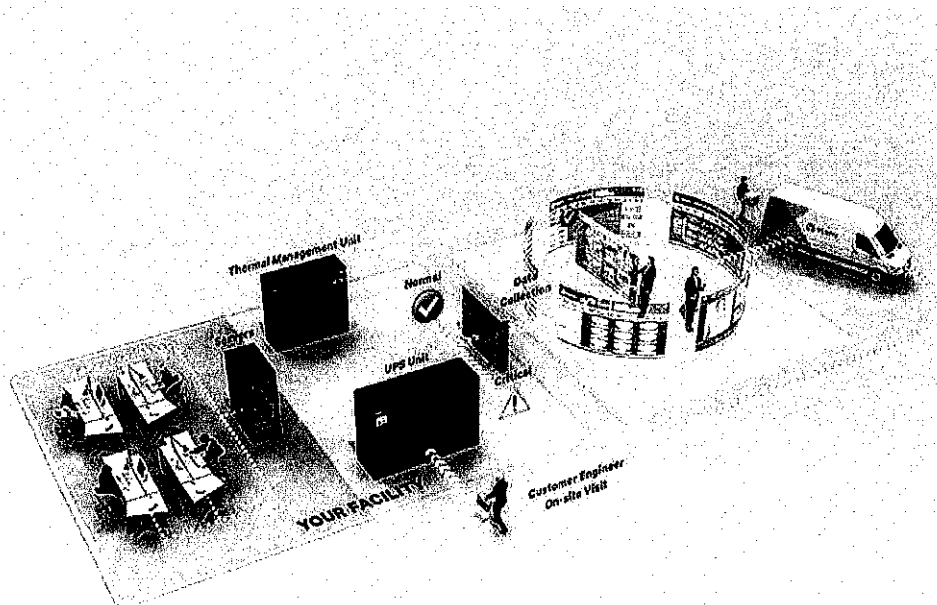
Power Assurance Package: Comprehensive Service Support for Critical Systems

- **Five-year protection plan** with 100% parts coverage and 24x7 emergency service
- **On-site installation and startup** of UPS and internal batteries (excludes hard-wired applications); configuration of new UPS and accessories; and if purchased, safe removal and disposal of legacy UPS and batteries
- **On-site service support** available 24x7 (within 150 miles of regional service center) and includes 100% labor and travel coverage
- **100% parts coverage** for UPS and includes internal batteries, POD (power output distribution), and web card
- **24x7 access** to customer resolution center and online access to Customer Services Network

Key benefits:

- Hassle-free management of multi-site rollouts
- Frees up time-strapped IT staff by managing and tracking UPS health, maintenance and service
- Reduces the worry of critical equipment downtime
- Ensures rapid recovery in the event of failure (within 24-48 hours)
- Frees you from the responsibility of handling and documenting the disposal of legacy UPS and batteries

Remote Diagnostic Services for Rapid Response



Uptime assurance

- Continuous monitoring for early detection of trends and operating anomalies
- Analysis and interpretation of alarm and status messages

Rapid incident response

- Automatic transmission of data for analysis
- Concurrent diagnosis and dispatch of engineer to site
- Shipment of parts for corrective maintenance

Increased insight and ease of management

- Notification of operating conditions that may impact system health
- Periodic trend and analysis reports
- Integration of remote and on-site services to ensure business continuity

Vertiv™ Liebert® GXT5 UPS - Power Assurance Services

Power Assurance Package

Bundled Start-up Service AND 5-Year On-site Emergency Response	Standard	With LIFE™ Services	With Removal	With LIFE™ and Removal
Equipment Model/Type	Part Number	Part Number	Part Number	Part Number
15-20kVA GXT5 UPS	PAPGXT15-20K	PAPGXT15-20KLF	PAPGXT15-20KRMV	PAPGXT15-20KRLF
External Battery Cabinet 288V	PAPGXT-BATT	PAPGXT-BATTRMV	N/A	N/A

Power Startup Services

Start-up Service Only	M-F, 8-5	7x24	7x24 with Removal
Equipment Model/Type	Part Number	Part Number	Part Number
15-20kVA GXT5 UPS	SUGXT15-20MF	SUGXT15-20U7	SUGXT15-20U7RMV
External Battery Cabinet 288V	SUGXT-EXTBTCB		SUGXT-EXTBTCBRMV

Power Emergency Services

5-Year On-site Emergency Coverage Only	Standard	With LIFE™ Services
Equipment Model/Type	Part Number	Part Number
15-20kVA GXT5 UPS	PEPGXT15-20K5YR	PEPGXT15-20KLF
External Battery Cabinet 288V	PEPGXT-288BAT5YR	N/A

Power Assurance Package - Summary

- Includes all below "Power Start-up Services" and "Power Emergency Services" support
- One Preventative Maintenance visit after 3rd year

Power Startup Services - Summary

- Installation includes mounting and start-up of new UPS or EBC (excludes hard-wired applications)
- Services performed by Vertiv factory trained technician
- Services performed 7 X 24, excluding national holidays within the 48 contiguous states and Hawaii
- Removal and disposal of existing UPS or EBC equipment, if selected

Power Emergency Services - Summary

- On Site Service Support
- Full-service five (5) year contract term commencing upon the start-up date
- 100% parts coverage, including internal batteries, POD and web card
- 100% labor and travel coverage 7 days/week, 24 hours/day
- 24-Hour Customer Resolution Center via 1-800-LIEBERT
- Access to Customer Services Network portal

LIFE™ Services includes above plus:

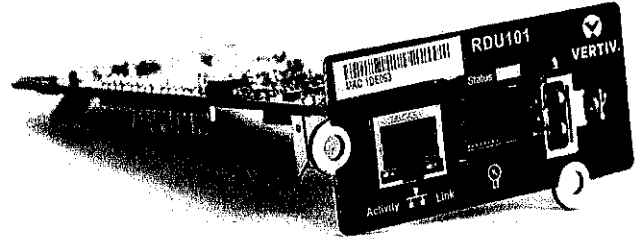
- Continuous Monitoring, Expert Analysis, and Proactive Response

Note: LIFE Services requires an RDU101 card, which is included on all 5000VA to 20000VA models.

Please refer to the Scopes of Work for full and additional details

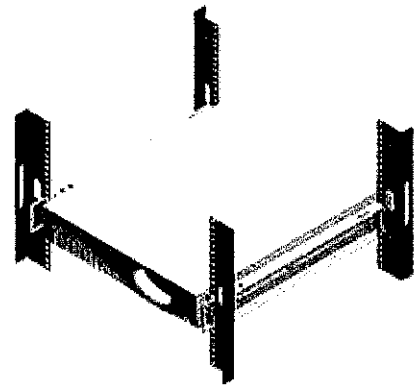
Vertiv™ Liebert® GXT5 | 15,000 - 20,000 VA UPS

Available Accessories for the Vertiv™ Liebert® GXT5 UPS



Network communications and environmental sensors

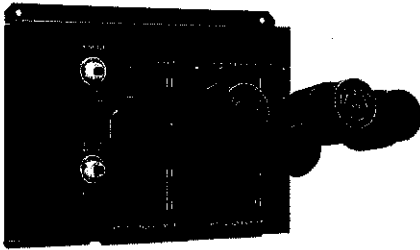
Network Communications	RDU101	Intellislot web card for SNMP and web management. Supports environmental sensors. The RDU101 comes factory installed on 5kVA and larger GXT5 UPS.
	IS-RELAY	Intellislot Interface kit for relay contacts
Environmental Sensors	SN-Z01	Integrated cable with single temperature sensor
	SN-Z02	Integrated cable with three temperature sensors
	SN-Z03	Integrated cable with three temperature and one humidity sensors
	SN-T	Modular with single temperature sensor
	SN-TH	Modular with single temperature and single humidity sensor
	SN-2D	Modular with two door contact inputs
	SN-3C	Modular with three dry contact inputs
	SN-L20	Modular leak zone sensor with 20 foot cable (Liebert® RDU-S only)
UPS manageability options	Vertiv™ Power Insight Software Management	Vertiv™ Power Insight is a complimentary web-based software designed to monitor up to 100 Vertiv™ UPSs and Vertiv™ rPDUs



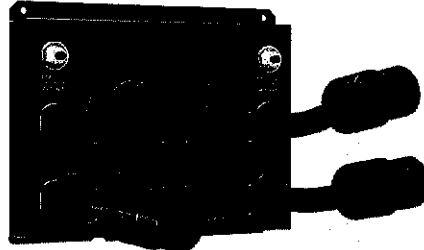
Mounting Kit Options

Application	Model Supported	Style	Model	Description
2 Post- Telecom rack	All GXT5 UPS	Shelf	RS500	Flush-mount shelf for 19" rack wide
		Shelf	RS700	Flush-mount shelf for 23" rack wide
4 Post rack	All GXT5 UPS	Bracket	RMKIT18-32	Cabinet/racks with 18" - 32" deep support rails - Telescopic rail

Optional Power Output Distribution PODs

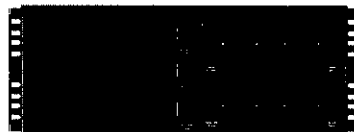


PD2-104



PD2-105

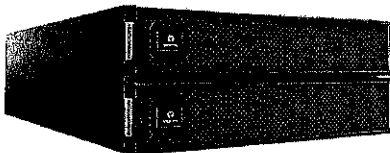
POD Model Number	Output Connections
PD2-101	(8) 5-15/20R T-slot, (2) L6-30R
PD2-102	(4) 5-15/20R T-slot, (4) L6-20R
PD2-103	(4) 5-15/20R T-slot, (4) L6-30R
PD2-104	(4) 5-15/20R T-slot, (2) L6-30R, (2) L6-20R
PD2-105	(4) 5-15/20R T-slot, (2) L5-30R, (2) L5-20R
PD2-106	(4) L5-20R, (4) L6-20R
PD2-107	(4) L5-20R, (4) 5-15/20R T-slot
PD2-108	(2) L6-30R, (2) L6-20R
PD2-109	(2) L14-30R



Vertiv™ Maintenance Bypass Cabinet Option

Integrated lock out/tag out arm for maximum site and personnel safety

MBC Model Number	Dimensions	Input	Output	Compatible UPS
VMBC-20KMVRT4U	16.9W x 21.6D x 6.8H (in) 430W x 54.9D x 17.3H (mm)	Hardwired (L-L-N-G)	3x L14-30R, Hardwired, Optional PD2 POD	GXT5-15KMVRT11UXLN GXT5-20KMVRT11UXLN



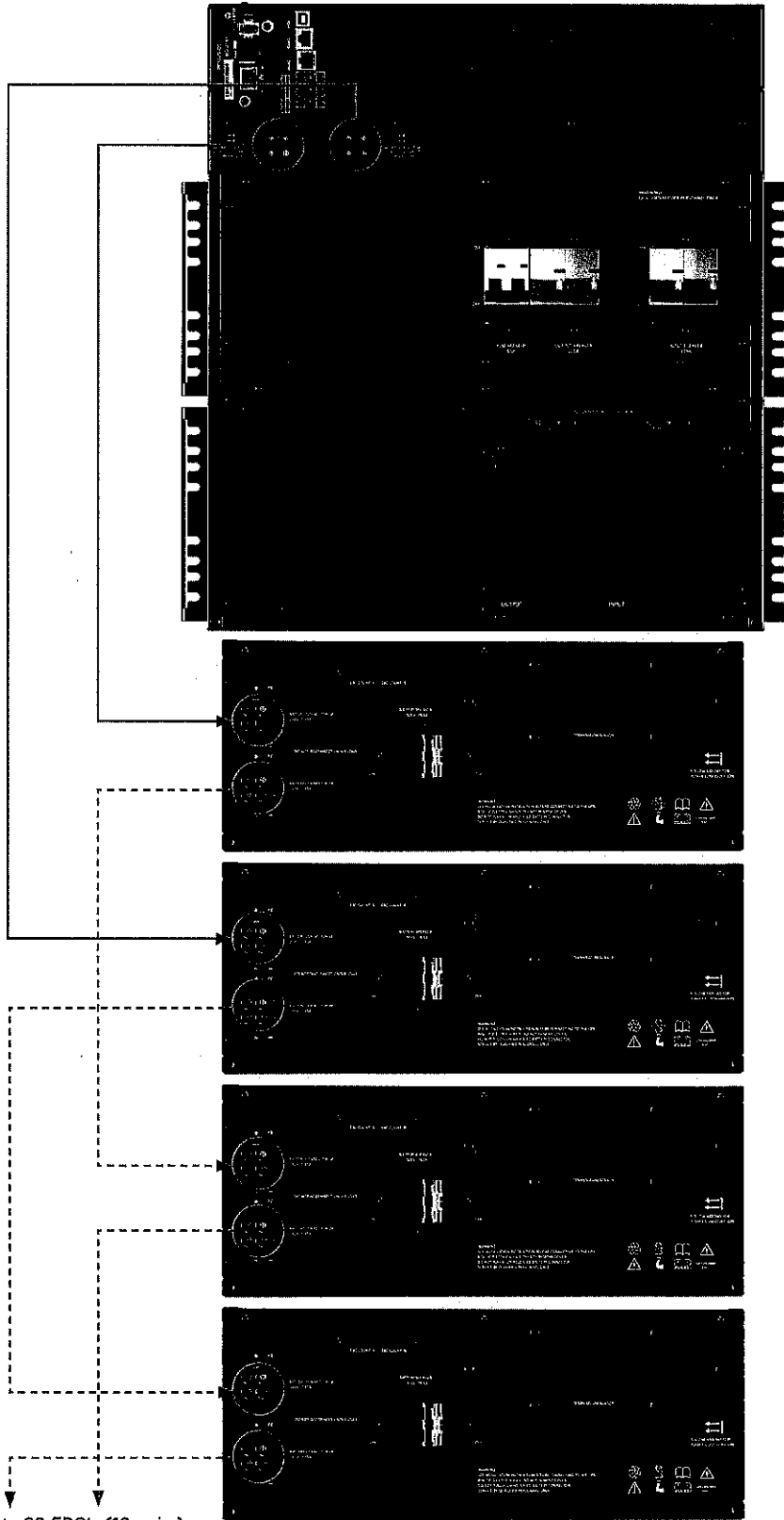
External battery cabinets and replacement battery kits

External Battery Cabinets must be added in pairs with the 15-20kVA GXT5 UPS

UPS	External battery cabinets	Replacement battery kits
GXT5-15KMVRT11UXLN	2 x GXT5-EBC288VRT4U	2 x GXT5-288VBATKIT
GXT5-20KMVRT11UXLN	2 x GXT5-EBC288VRT4U	2 x GXT5-288VBATKIT

Vertiv™ Liebert® GXT5 | 15,000 - 20,000 VA UPS

External Battery Cabinet Power Cable Connection Diagram



Connect up to 20 EBC's (10 pairs) on each Vertiv™ Liebert® GXT5 15-20kVA UPS.

Battery Runtime Tables

Vertiv™ Liebert® GXT5-15KMVRT11UXLN

Load			Number of External Battery Cabinets - GXT5-EBC288VRT4U										
			Internal Battery Only	2	4	6	8	10	12	14	16	18	20
%	VA	W	Minutes										
10	1500	1500	133.0	303.0	473.0	643.5	814.0	984.0	1154.5	1324.5	1495.0	1665.0	1835.5
20	3000	3000	63.5	138.5	226.5	314.5	402.5	491.0	579.0	667.0	755.0	843.0	931.0
30	4500	4500	38.5	89.0	140.0	199.0	258.0	317.5	376.5	435.5	494.5	554.0	613.0
40	6000	6000	26.0	64.5	102.0	140.5	185.5	230.0	274.5	319.0	363.5	408.0	453.0
50	7500	7500	19.0	49.5	79.5	110.0	141.5	177.0	213.0	249.0	284.5	320.5	356.0
60	9000	9000	15.0	39.5	65.0	90.0	115.5	142.0	172.0	202.0	232.0	262.0	291.5
70	10500	10500	12.0	32.0	54.5	76.0	98.0	120.0	143.0	169.0	194.5	220.5	246.5
80	12000	12000	10.0	27.0	46.5	65.5	85.0	104.0	123.5	144.0	167.0	189.5	212.5
90	13500	13500	8.5	23.0	40.0	57.5	74.5	91.5	108.5	125.5	144.0	164.5	184.5
100	15000	15000	7.0	19.5	34.5	50.5	66.0	81.0	96.5	112.0	127.5	144.5	162.5

Vertiv™ Liebert® GXT5-20KMVRT11UXLN

Load			Number of External Battery Cabinets - GXT5-EBC288VRT4U										
			Internal Battery Only	2	4	6	8	10	12	14	16	18	20
%	VA	W	Minutes										
10	2000	2000	99.0	222.5	353.0	483.0	613.5	743.5	873.5	1004.0	1134.0	1264.5	1394.5
20	4000	4000	45.0	101.0	161.5	228.0	294.5	361.0	427.0	493.5	560.0	626.5	693.0
30	6000	6000	26.0	64.5	102.0	140.5	185.5	230.0	274.5	319.0	363.5	408.0	453.0
40	8000	8000	17.5	45.5	74.0	102.5	131.0	164.0	197.5	231.0	265.0	298.5	332.0
50	10000	10000	13.0	34.5	57.5	80.5	103.0	126.0	151.5	179.0	206.0	233.0	260.0
60	12000	12000	10.0	27.0	46.5	65.5	85.0	104.0	123.5	144.0	167.0	189.5	212.5
70	14000	14000	8.0	21.5	38.0	55.0	71.0	87.5	104.0	120.5	137.5	157.0	176.5
80	16000	16000	6.5	18.0	32.0	46.5	61.0	75.5	89.5	104.0	118.5	133.0	150.0
90	18000	18000	5.5	15.0	27.0	40.0	53.0	66.0	78.5	91.5	104.0	117.0	130.0
100	20000	20000	4.5	13.0	23.0	34.5	46.5	58.0	69.5	81.0	92.5	104.5	116.0



Vertiv.com | Vertiv Headquarters, 1050 Dearborn Drive, Columbus, OH, 43085, USA

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SL-70600 (R10/21)

9

9. Consider and take necessary action to approve the Specifications and Contract Documents 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 to authorize G & W Engineers, Inc. and the County Auditor to advertise for bids. A pre-bid meeting shall be held at 10:00 am, Tuesday, June 4, 2024 at Little Chocolate Bayou Park Pavilion at West Austin St. Sealed Bids will be due before 2:00:00 pm, Tuesday, July 2, 2024 at the County Judge’s Office. (DEH)

Commissioner Hall explained use for funds and where they are coming from. Scott Mason with G&W Engineers explained the project. Council expressed concerns within bid packet.

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

Debbie Vickery

From: David.Hall@calhouncotx.org (David Hall) <David.Hall@calhouncotx.org>
Sent: Thursday, May 9, 2024 8:33 AM
To: Debbie.Vickery@calhouncotx.org; richard.meyer@calhouncotx.org
Subject: FW: Request for Agenda Item - LCB Park Playground Phase 2 Bid Package
Attachments: 5310.011e LCBP Playground Phase 2 - CD - 050924.pdf; 5310.011e LCBP Playground Phase 2 - CP - 050924.pdf

Importance: High

From: smason@gwengineers.com <smason@gwengineers.com>
Sent: Thursday, May 9, 2024 8:28 AM
To: 'David Hall' <David.Hall@calhouncotx.org>; Angela.Torres@calhouncotx.org
Cc: 'Katy Sellers' <katy@ksbr-llc.com>; 'Glynis King' <gking@gwengineers.com>; leena@gwengineers.com; 'Arnold Hayden' <Arnold.Hayden@calhouncotx.org>; 'demi.cabrera' <demi.cabrera@calhouncotx.org>; 'Ladonna Thigpen' <ladonna.thigpen@calhouncotx.org>; 'candice villarreal' <candice.villarreal@calhouncotx.org>; 'Veronica Pauda' <veronica@ksbr-llc.com>; 'Candes Wakeman' <candes@ksbr-llc.com>
Subject: Request for Agenda Item - LCB Park Playground Phase 2 Bid Package
Importance: High

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.

David,

We would like to request the below, be placed on the agenda for the regular commissioner court meeting on May 15, 2024:

Consider and take necessary action to approve the Specifications and Contract Documents 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 to authorize G & W Engineers, Inc. and the County Auditor to advertise for bids. A pre-bid meeting shall be held at 10:00 am, Tuesday, June 4, 2024 at Little Chocolate Bayou Park Pavilion at West Austin St. Sealed Bids will be due before 2:00:00 pm, Tuesday, July 2, 2024 at the County Judge's Office.

It is our understanding that we have received approval from Grant Admin, County Attorney and Auditor's Office to move this agenda item forward.

Attached are the documents to be approved.

Thank you!

Scott P. Mason, P.E.

Lead Project Engineer

G&W Engineers, Inc.

Calhoun County Texas

CONTRACT DOCUMENTS

FOR THE

INFRASTRUCTURE AT LITTLE CHOCOLATE BAYOU COUNTY PARK PLAYGROUND IMPROVEMENTS PHASE 2

FOR

CALHOUN COUNTY, TEXAS

WEST AUSTIN STREET
PORT LAVACA, TEXAS

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

and

CALHOUN COUNTY 2020 CDBG-DR

MAY 2024

This project is funded by the Texas General Land Office of the State of Texas, to provide for disaster recovery and restoration of infrastructure for communities impacted by Hurricane Harvey. The funds have been allocated by the United States Department of Housing and Urban Development through the Community Development Block Grant Disaster Relief Program.

G&W ENGINEERS, INC.

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

CONTRACT DOCUMENTS

FOR THE

BID NO. 2024.08

**INFRASTRUCTURE AT LITTLE CHOCOLATE BAYOU COUNTY PARK
PLAYGROUND IMPROVEMENTS PHASE 2 PROJECT**

FOR

CALHOUN COUNTY, TEXAS

WEST AUSTIN STREET
PORT LAVACA, TEXAS

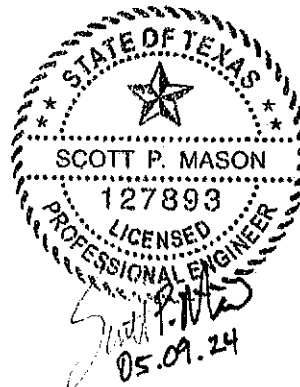
**TEXAS GENERAL LAND OFFICE
CONTRACT NO. 20-065-064-C182**

MAY 2024

This project is funded by the Texas General Land Office of the State of Texas, to provide for disaster recovery and restoration of infrastructure for communities impacted by Hurricane Harvey. The funds have been allocated by the United States Department of Housing and Urban Development through the Community Development Block Grant Disaster Relief Program

Prepared by:

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



Approved By:

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

G & W Engineers, Inc.
Texas Registered Engineering Firm F-04188
Project No. 5310.011e

FORMS AND CONDITIONS FOR BID DOCUMENTS/CONSTRUCTION CONTRACTS

***Section 2 Items are to be completed and provided by all bidders with sealed bid.**

**** Please attach / include original bid bond as the last item in the sealed bid package.**

SECTION 1

1. Invitation for Bids
2. Instruction to Bidders for Construction
3. Equal Opportunity Guidelines for Construction Contractors
4. Calhoun County Section 3 Policy

SECTION 2

5. ***Bid Schedule**
6. ***Specification Notes (Addendum Acknowledgement & Calendar Days)**
7. ***Statement of Bidder's Qualifications**
8. ***Conflict of Interest Questionnaire**
9. ***Certificate of Recovered Materials**
10. ***Certification Regarding Debarment & Suspension and Other Responsibility Matters**
11. ***Affidavit**
12. ***Certification of Bidder Regarding Civil Rights Laws and Regulations**
13. ***Contractor's Local Opportunity Plan**
14. ***Proposed Contracts Breakdown (expected subcontractors and labor classifications including Section 3 utilization)**
15. ***Certification for Business Concerns Seeking Section 3 Preference in Contracting and Demonstration of Capability**
16. ***Certification Regarding Lobbying**
17. ***Disclosure of Lobbying Activities and Instructions**
18. ***House Bill 89 Verification**
19. ***Residence Certification**
20. ***System for Award Management – (sam.gov)**
21. ***Bid Bond****

SECTION 3

22. Standard Form of Agreement for Construction Contracts
23. General Conditions for Construction
24. Calhoun County General Conditions
25. Minority/Female Goals
26. Federal Labor Standards Provisions
27. Title 29 – Labor
28. Concerning Labor Standards and Prevailing Wage Requirements
29. Project specific Davis-Bacon Wage Decision
30. GLO Signage Requirements
31. Certificate of Interested Parties Form 1295 and Instructions
32. Section 504 Certification
33. Child Support Statement
34. Document No. 00417 - Trench Safety Systems Indemnity Agreement
35. Payment Bond
36. Performance Bond
37. Certificate of Liability Insurance
38. Section 3 Clause
39. HUD Examples of Efforts to Offer Training and Employment Opportunities for Section 3 Residents
40. GLO New Hires Section 3 Monthly Compliance Report
41. CDBG-MIT Section 3 Brochure Information Sheet
42. GLO Assurances for Construction Programs
43. GLO General Affirmations
44. Attorney's Review Certification
45. Contractor's Final Payment Affidavit
46. Change Order Form
47. Certificate of Construction Completion (COCC)
48. Governing Technical Specifications & Special Provisions

SECTION 1

1. Invitation for Bids
2. Instruction to Bidders for Construction
3. Equal Opportunity Guidelines for Construction Contractors
4. Calhoun County Section 3 Policy

Invitation to Bid

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

Bid Number 2024.08 – Infrastructure at Little Chocolate Bayou County Park Playground Improvements Phase 2 Project - GLO Contract No. 20-065-064-C182

The project shall consist of demolition of existing EWF surface, reconstructing a new playground base material to receive geo-fabric and rubber surfacing, installation of three new shade structures, and a new playground equipment as more described in the contract documents and bid package.

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

A Pre-Bid Conference will be held at **10:00 am, Tuesday, June 4th, 2024** at Little Chocolate Bayou Park Pavilion at West Austin St., Port Lavaca, Texas. Potential bidders are strongly urged to attend.

Sealed Bids may be hand delivered or mailed to:

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

All bids must be delivered to the Office of the Calhoun County Judge in a **sealed 9 x 12 or larger envelope and clearly marked on the outside of the envelope, or the UPS/FedEx/other Delivery Service envelope: Sealed Bid – Bid Number 2024.08 - Infrastructure at Little Chocolate Bayou County Park Playground Improvements Phase 2 Project - GLO Contract No. 20-065-064-C182.**

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

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

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

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

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

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 sixty (60) days from the date of the bid opening for the purpose of reviewing the bids and investigating the bidder's qualifications prior to the contract award.

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

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

The project to be constructed will be financed with assistance from the General Land Office (GLO) under the U.S. Department of Housing and Urban Development Community Development Block Grant - Mitigation (CDBG-MIT) 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 Calhoun County Section 3 Policy is required for all contracts.

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

Candice Villarreal
County Auditor
Calhoun County, Texas

INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION

The project to be constructed will be financed with assistance from the General Land Office (GLO) under the U.S. Department of Housing and Urban Development Community Development Block Grant - Mitigation (CDBG-MIT) program and is subject to all applicable Federal and State laws and regulations. Calhoun County is the subrecipient of the grant funding and is hereby referred to as "County".

1. Use of Separate Bid Forms

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

2. Interpretations or Addenda

No oral interpretations will be made to any bidder. All questions about the meaning or intent of the Bidding Documents are to be submitted to the ENGINEER IN WRITING and must be received in the office of the ENGINEER no later than 5:00 pm, June 7, 2024. Such questions may be submitted on www.CivcastUSA.com Questions and Answers (Q&A). It is the Bidder's responsibility to verify receipt of such questions by the ENGINEER. Interpretations or clarifications considered necessary by ENGINEER in response to such questions will be issued by Addenda and distributed via CivCastUSA to all plan holders.

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

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

3. Inspection of Site

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

4. Alternate bid items

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

5. Bids

- a. All bids must be submitted on the forms provided and are subject to all requirements of the Contract Documents, including the Drawings.
- b. All bids must be regular in every respect and no interlineation, excisions or special conditions may be made or included by the bidder.

- c. Bid documents, including but not limited to the bid, the bid bond(s), the contractor's certifications, Certification of Bidder Regarding Civil Rights Laws and Regulations, Certification of Efforts to comply with Section 3, Local Opportunity Plan, Conflict of Interest Questionnaire, Affidavit of Prime Bidder, Certification Regarding Lobbying and Disclosure of Lobbying Activities, Proposed Contract Breakdown, Certificate of Recovered Materials, Certification Regarding Debarment and Suspension and Other Responsibility Matters, System for Award Management (sam.gov) search, House Bill 89, Residence Certification, and the Statement of the Bidder's Qualifications, shall be sealed in an envelope and clearly labeled with the words "Sealed Bid – Bid Number 2024.08 - Infrastructure at Little Chocolate Bayou County Park Playground Improvements Phase 2 Project - GLO Contract No. 20-065-064-C182", name of bidder and the date and time of bid opening.
- d. The County may consider as irregular any bid on which there is an alteration of or departure from the bid form and, at its option, may reject any irregular bid.
- e. If a contract is awarded, it will be awarded to a responsible bidder on the basis of the lowest/best bid and the selected alternate bid items, if any. The contract will require the completion of the work in accordance with the contract documents. (See page 69 Section: Awards for the definition of lowest/best found in the County Purchasing Act in this package.)

6. Bid Modifications Prior to Bid Opening

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

7. Bid Bond

- a. A bid bond in the amount of 5% of the bid issued by an acceptable surety shall be submitted with each bid [for contracts greater than \$100,000]. A certified check or bank draft payable to Calhoun County, Texas may be submitted in lieu of the Bid Bond.
- b. The bid bond or its comparable, will be returned to the bidder as soon as practical after the opening of the bids.

8. Statement of Bidders Qualifications

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

9. Unit Price

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

10. Corrections:

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

11. Time for Receiving Bids

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

12. Submission of Bids

- a. All bids must be sealed in a 9 x 12 or larger envelope & clearly marked on the outside of the envelope, or the UPS/FedEx/other Delivery Service envelope: **Sealed Bid No. 2024.08 – Infrastructure at Little Chocolate Bayou County Park Playground Improvements Phase 2 Project – GLO Contract No. 20-065-064-C182.**
- b. Bids shall consist of one (1) USB flash drive, one (1) original and four (4) printed copies of the complete bid and required forms which are **Due Before 2:00:00 pm, Tuesday, July 2, 2024.**
- c. **Sealed Bids must be hand delivered or mailed to:**
Honorable Richard H. Meyer, County Judge
Calhoun County Courthouse
211 South Ann Street
3rd Floor, Suite 301
Port Lavaca, TX 77979
- d. It is the responsibility of the submitting bidder to ensure that their sealed bid is received in a timely manner. Calhoun County does not accept faxed or emailed bids. Calhoun County accepts no financial responsibility for any cost incurred by any bidder in the course of responding to the bid. Bids received after the date and time the bids are due will not be accepted and will be returned unopened, regardless of whether or not the delay was outside of the control of the submitting bidder.
- e. The cell phone in the County Judge's office or the cell phone of the County Auditor's Representative will be the official clock that shall be used in determining the time the bid is received and the 2:00:00 pm deadline.

13. Opening of Bids

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

14. Withdrawal of Bids

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

15. Award of Contract/Rejection of Bids

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

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

16. Execution of Agreement/Performance and Payment Bonds

- a. Performance Bonds - Requires all prime contractors which enter into a formal contract in excess of \$100,000 with the State, a county, or a municipality; a department, board, or agency of the state, a county, or a municipality; and a school district or a subdivision thereof, to obtain a Performance Bond in the amount of the contract before commencing with work
- b. Payment Bonds- Requires all prime contractors which enter into a formal contract with the State, a county, or a municipality; a department, board, or agency of the state, a county, or a municipality; and a school district or a subdivision thereof, to furnish to the governmental entity a payment bond in the amount of the contract. The payment bond must be filed within 30 days from the date of the Notice of Award:
 - Municipalities: If the contract is in excess of \$50,000, a payment bond is required.
 - Counties: If the contract is in excess of \$25,000, a payment bond is required.
- c. The failure of the successful bidder to execute the agreement and supply the required bonds within thirty (30) days from the date of the notice of award-or within such extended period as the County may grant, shall constitute a default and the County may, at its option either award the contract to the next lowest responsible bidder, or re-advertise for bids. In either case, the County may charge against the bidder the difference between the amount of the bid, and the amount for which a contract is subsequently executed irrespective of whether this difference exceeds the amount of the bid bond. If a more favorable bid is received through re-advertisement, the defaulting bidder shall have no claim against the County for a refund.

17. Wages and Salaries

Attention is particularly called to the requirement of paying not less than the prevailing Davis Bacon Related Acts (DBRA) wage rates specified in the Contract Documents. These rates are minimums to be paid during the life of the contract. It is therefore the responsibility of the Bidder to inform themselves as to local labor conditions.

18. Equal Employment Opportunity

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

19. Certification Regarding Lobbying

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

19. System for Award Management (SAM)

All contractors and subcontractors must be searched on www.sam.gov and cleared (not suspended or debarred) prior to any formal action authorizing the award of a contract to the contractor.

Equal Opportunity Guidelines for Construction Contractors

Note: To be included in bid packet and distributed at the preconstruction conference (optional)

1. **What are the responsibilities of the offeror or bidder to ensure equal employment opportunity?**
For contracts over \$ 10,000, the offeror or bidder must comply with the "Equal Opportunity Clause" and the "Standard Federal Equal Opportunity Construction Contract Specifications."
2. **Are construction contractors required to ensure a legal working environment for all employees?**
Yes, it is the construction contractor's responsibility to provide an environment free of harassment, intimidation, and coercion to all employees and to notify all foremen and supervisors to carry out this obligation, with specific attention to minority or female individuals.
3. **To alleviate developing separate facilities for men and women on all sites, can a construction contractor place all women employees on one site?**
No, two or more women should be assigned to each site when possible.
4. **Are construction contractors required to make special outreach efforts to Section 3 or minority and female recruitment sources?**
Yes, construction contractors must establish a current list of Section 3, minority and female recruitment sources. Notification of employment opportunities, including the availability of on-the-job training and apprenticeship programs, should be given to these sources. The efforts of the construction contractors should be kept in file.
5. **Should records be maintained on the number of Section 3 residents, minority and females applying for positions with construction contractors?**
Yes, records must be maintained to include a current list of names, addresses and telephone numbers of all Section 3, minority and female applicants. The documentation should also include the results of the applications submitted.
6. **What happens if a woman or minority is sent to the union by the Contractor and is not referred back to the Contractor for employment?**
If the unions impede the construction contractor's responsibility to provide equal employment opportunity, a written notice should be submitted to GLO.
7. **What efforts are made by construction contractors to create entry-level positions for Section 3 residents, women and minorities?**
Construction contractors are required to develop on-the-job training programs, or participate in training programs, especially those funded by the Department of Labor, to create positions for Section 3 residents, women and minorities and to meet employment needs.
8. **Are any efforts made by the Contractor to publicize their Equal Employment Opportunity (EEO) policy?**
Yes, the construction contractor is responsible for notifying unions and sources of training programs of their equal employment opportunity policy. Unions should be requested to cooperate in the effort of equal opportunity. The policy should be included in any appropriate manuals, or collective bargaining agreements. The construction contractor is encouraged to publicize the equal employment opportunity policy in the company newspaper and annual report. The Contractor is also responsible to include the EEO policy in all media advertisement.
9. **Are any in-service training programs provided for staff to update the EEO policy?**
At least annually a review of the EEO policy and the affirmative action obligations are required of all personnel employees of a decision-making status. A record of the meeting including date, time, location, persons present, subject matter discussed, and disposition of the subject matter should be maintained.
10. **What recruitment efforts are made for Section 3 residents, minorities and women?**
The construction contractor must notify, both orally and in writing, Section 3, minority and female recruitment sources one month prior to the date of acceptance for apprenticeship or other training programs.

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

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

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

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

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

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

14. What efforts should be utilized to include minority and female contractors and suppliers?

Take affirmative steps to ensure that small, minority, and women owned businesses are included on all lists for contractors/service providers. Solicit these businesses when issuing RFPs and RFQs and soliciting construction bids. Divide project activities into small tasks to allow participation. Keep records of all offers to minority and female construction contractors.

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

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

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

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

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

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

CALHOUN COUNTY SECTION 3 POLICY

Calhoun County Section 3 Policy

In accordance with Section 3 of the U.S. Housing and Urban Development (HUD) Act, Calhoun County agrees to implement the following steps, which, to *the greatest extent feasible*, will provide job training, employment and contracting opportunities for low- and very low-income persons residing in the community in which HUD funds are spent and to businesses that provide economic opportunities for these persons.

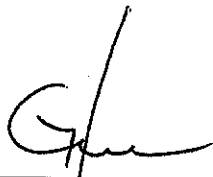
- A. Introduce and pass a resolution adopting this plan as a policy to strive to attain goals for compliance to Section 3 regulations by increasing opportunities for employment and contracting for Section 3 residents and businesses.
- B. Assign duties related to implementation of this plan to the Calhoun County Civil Rights Officer.
- C. Notify Section 3 residents and business concerns of potential new employment and contracting opportunities as they are triggered by HUD Community Development Block Grant (CDBG) awards through the use of public hearings and related advertisements; public notices; bidding advertisements and bid documents; solicitations and contracts; notification to local business organizations; local advertising media, including public signage; project area committees and citizen advisory boards; local HUD offices; regional planning agencies; and all other appropriate referral sources.
- D. Maintain a list of those businesses that have identified themselves as Section 3 businesses for utilization in CDBG funded procurements, notify those businesses of pending contractual opportunities, and make this list available for general county procurement needs.
- E. Maintain a list of those persons who have identified themselves as Section 3 residents and contact those persons when hiring/training opportunities are available through grant awards or contractors.
- F. Require that all prime contractors and subcontractors with contracts over \$100,000 commit to this plan as part of their contract work. The County will monitor the contractors' performance with respect to meeting Section 3 requirements and require that they submit requested reports to the appropriate agency.
- G. Submit reports as required by a funding agency regarding contracting with Section 3 businesses and/or employment as they occur; and submit reports within federal fiscal year requirements that identify and quantify Section 3 businesses and employees.
- H. Maintain records, including copies of correspondence, memoranda, etc., which document all actions taken to comply with Section 3 regulations.

As officers and representatives of Calhoun County, we the undersigned have read and fully agree to this plan and become a party to the full implementation of the plan.

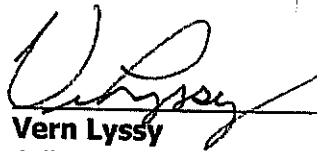
Approved this 17th day of February 2021.



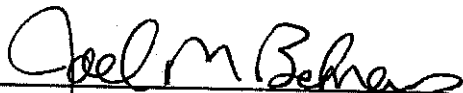
Richard H. Meyer, County Judge



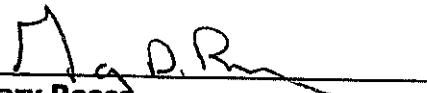
David Hall
Calhoun County Commissioner, Pct. 1



Vern Lyssy
Calhoun County Commissioner, Pct. 2



Joel M. Behrens
Calhoun County Commissioner, Pct. 3

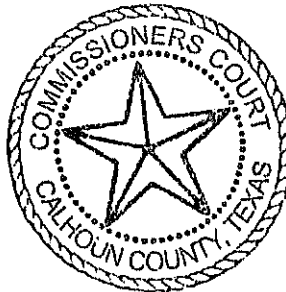


Gary Reese
Calhoun County Commissioner, Pct. 4

Attest: Anna Goodman, County Clerk



By: Deputy Clerk



SECTION 2

5. ***Bid Schedule**
6. ***Specification Notes (Addendum Acknowledgement & Calendar Days)**
7. ***Statement of Bidder's Qualifications**
8. ***Conflict of Interest Questionnaire**
9. ***Certificate of Recovered Materials**
10. ***Certification Regarding Debarment & Suspension and Other Responsibility Matters**
11. ***Affidavit**
12. ***Certification of Bidder Regarding Civil Rights Laws and Regulations**
13. ***Contractor's Local Opportunity Plan**
14. ***Proposed Contracts Breakdown (expected subcontractors and labor classifications including Section 3 utilization)**
15. ***Certification for Business Concerns Seeking Section 3 Preference in Contracting and Demonstration of Capability**
16. ***Certification Regarding Lobbying**
17. ***Disclosure of Lobbying Activities and Instructions**
18. ***House Bill 89 Verification**
19. ***Residence Certification**
20. ***System for Award Management – (sam.gov)**
21. ***Bid Bond****

***Section 2 Items are to be completed and provided by all bidders with sealed bid.**

**** Please attach / include original bid bond as the last item in the sealed bid package.**

BID SCHEDULE

PROJECT NAME: BID NO. 2024.08 – Infrastructure at Little Chocolate Bayou County Park Playground Improvements Phase 2

Project - GLO Contract No. 20-065-064-C182

DUE DATE: JULY 2, 2024 BEFORE 2:00:00 P.M.

BIDDER NAME: _____

BASE WORK SCOPE: The project shall consist of demolition of existing EWF surface, reconstructing a new playground base material to receive geo-fabric and rubber surfacing, installation of three new shade structures, and a new playground equipment as more described in the contract documents and bid package.

BASE BID

Item #	ITEM DESCRIPTION	ITEM UNIT	BID QUANTITY	UNIT PRICE	TOTAL BID PRICE
1	MOBILIZATION, INSURANCE AND BONDS PER PLANS AND SPECIFICATIONS	LS	1		
2	TEMPORARY PROJECT SIGNAGE PER PLANS AND SPECIFICATIONS	LS	1		
3	DEMOLITION OF ENGINEERED WOOD FIBER (EWF) (APPOX. 12" THICK) AND TRANSFER TO AREAS WITHIN PARK PER PLANS AND SPECIFICATIONS.	SF	7,575		
4	TYPE D, CRUSHED LIMESTONE, 8.5" THICK AFTER COMPACTED IN PLACE TO 95% COMPLETE IN PLACE PER PLANS AND SPECIFICATIONS	SF	7,575		
5	GEO-GRID OR GEO-FABRIC INSTALLED ON TOP OF BASE MATERIAL COMPLETE IN PLACE PER PLANS AND SPECIFICATIONS	SF	7,575		
6	RUBBER SURFACING 3.5" THICK COMPLETE IN PLACE PER PLANS AND SPECIFICATIONS	SF	7,575		
7	NEW PLAYGROUND STRUCTURE(S) MEETING THE MINIMUM REQUIREMENTS AS SET FORTH IN THE PLANS AND SPECIFICATIONS AND WITHIN THE AREAS LISTED. THIS INCLUDES A SUPER STRUCTURE, SWING SET, MERRY-GO-ROUND, STEM PLAY, ELECTRONIC GAME AND MUSIC PLAY. CORRISION RESISTANT PACKAGE REQUIRED AND WIND RESISTANT PACKAGE REQUIRED.	LS	1		
8	TWO-POST HIP SHADE STRUCTURE (15' X 22' X 10') CORRISION RESISTANT PACKAGE REQUIRED AND WIND RESISTANT PACKAGE REQUIRED. INCLUDES CUTTING EXISTING CONCRETE AS REQUIRED FOR FOUNDATION INSTALLATION.	EA	2		
9	SINGLE-POST SQ SHADE STRUCTURE (16') CORRISION RESISTANT PACKAGE REQUIRED AND WIND RESISTANT PACKAGE REQUIRED. INCLUDES CUTTING EXISTING CONCRETE AS REQUIRED FOR FOUNDATION INSTALLATION.	EA	1		
TOTAL BASE BID					

*Submission of a bid tab with "Clarifications" or "Exclusions" and/or any other stipulations will not be accepted. It shall be the bidder's responsibility to provide a complete bid and ask any questions necessary to clarify any bid items or relevant concerns within the questions period.

**The award will be based on the BASE BID and the Owner reserves the right to determine the most advantageous and best bid for the project.

***The Calhoun County Commissioners Court shall be the sole judge in determining which bid will be the most advantageous to Calhoun County.

SPECIFICATION NOTES

The project shall consist of demolition of existing EWF surface, reconstructing a new playground base material to receive geo-fabric and rubber surfacing, installation of three new shade structures, and a new playground equipment as more described in the contract documents and bid package.

The BIDDER, in compliance with the invitation for bids for **Bid No. 2024.08 – Infrastructure at Little Chocolate Bayou County Park Playground Improvements Phase 2 Project – GLO Contract No. 20-065-064-C182 for Calhoun County, Texas**, having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies in accordance with the contract documents, within the time set forth herein. These price(s) are to cover all expenses incurred in performing the work required under the contract documents, of which this bid is a part. These price(s) are firm and shall not be subject to adjustment provided this bid is accepted within sixty (60) days after the time set for receipt of bids.

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" to be issued by the COUNTY and to substantially complete within _____ consecutive calendar days as stipulated in the specifications. BIDDER further agrees to pay as liquidated damages, the sum of \$500.00 for each consecutive calendar day.

I hereby acknowledge the receipt of the following addenda:

- 1. _____
- 2. _____

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

Type of Work Subcontracted	Name of Subcontractor

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

Bidder Name: _____

Address: _____

Phone: _____

EIN or Tax ID No.: _____

Signature: _____

Name and Title: _____

Email: _____

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 it desires.

Date: _____

Bidder (Legal Name of Firm): _____

Date Organized: _____

Name of Owner(s): _____

Address: _____

Date Incorporated: _____

Federal ID Number: _____

Number of Years in contracting business under present name _____

List all other names under which your business has operated in the last 10 years:

Work Presently Under Contract:

Contract	Amount \$	Completion Date
----------	-----------	-----------------

_____	_____	_____
_____	_____	_____
_____	_____	_____

Type of work performed by your company: _____

Total Staff employed by Firm (Break down by Managers and Trades on separate sheet):

Have you ever failed to complete any work awarded to you? Yes No

(If yes, please attach summary of details on a separate sheet. Include brief explanation of cause and resolution)

Have you ever defaulted on a contract? Yes No

(If yes, please attach summary of details on a separate sheet.)

Has your organization had any disbarments or suspensions that have been imposed in the past five years or that was still in effect during the five-year period or is still in effect? Yes No

(If yes, list and explain; such list must include disbarments and suspensions of officers, principals, partners, members, and employees of your organization.)

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

Project	Amount \$	Mo/Yr Completed

Major equipment available for this contract: _____

Are you in compliance with all applicable EEO requirements? Yes No
(If no, please attach summary of details on a separate sheet.)

(Optional) Minority Business Reporting Information:

Owner's Race: _____
Owner's Ethnicity: _____
Owner's Gender: _____

Are you a Section 3 business? (see below) Yes No

Section 3 Business Concerns:

- a) Businesses that are 51 percent or more owned by Section 3 residents;
- b) Businesses whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the firm were Section 3 residents;
- c) Businesses that provide evidence of a commitment to subcontract in excess of 25 percent of the dollar amount of all subcontracts to be awarded to businesses that meet the qualifications described above; or
- d) Businesses located within the County's jurisdiction that identifies themselves as Section 3 Business Concerns because they provide economic opportunities for low- and very low-income persons.

Bank References

Address: _____ Contact Name: _____
City & State: _____ Zip: _____ Phone Number: _____
Credit available: \$ _____

Has the firm or predecessor firm been involved in a bankruptcy or reorganization? Yes No
(If yes, please attach summary of details on a separate sheet.)

List on a sheet attached hereto all judgements, claims, arbitration proceedings, or suits pending or outstanding against bidder over the last five (5) years with amount of claim and brief description.

List on a sheet attached hereto all lawsuits or requested arbitration with regard to construction contracts which bidder has initiated within the last five (5) years and brief explanation of claim and outcome.

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

Signed this _____ day of _____, 20____.

Signature

Printed Name and Title

Company Name

Notary Statement:

_____ being duly sworn, says that he/she is the _____ Position/Title
of _____ (Firm Name), and hereby swears that the answers to the foregoing
questions and all statements therein contained are true and correct. He/she hereby authorizes and requests any person,
firm, or corporation to furnish any information requested by Calhoun County in verification of the recitals comprising this
Statement of Bidder's Qualifications.

Subscribed and sworn before me this _____ day of _____, 20____.

Notary Public

Signature

Printed Name

My Commission Expires: _____.

The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

Signature of vendor doing business with the governmental entity

Date

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.

CONTRACTOR'S CERTIFICATION of RECOVERED MATERIAL

ACKNOWLEDGEMENT

I, _____ (Principal's Name) of _____ (Company Name) _____, (hereinafter called "Contractor"), acknowledge the recovered material bidding requirements found in 2 CFR 200.322 that requires the Contractor to procure those items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

I also acknowledge that this requirement shall apply to items purchased (1) where the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) where during the preceding fiscal year, the value of the quantity acquired was in excess of \$10,000.

Finally, I acknowledge the attached list of recovered materials included in the bid documents.
(For up-to-date listing, please go to <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#directory>)

Printed Name and Title

Signature

Date

USE OF RECOVERED MATERIAL

Please check one:

- Recovered materials are included in this bid:
Materials included _____
- Recovered materials are not reasonably available in a reasonable period of time.
- Recovered materials fail to meet reasonable performance standards, which are determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable.
- Recovered materials are only available at an unreasonable price.

Printed Name and Title

Signature

Date

**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 (I) (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.

STATE OF TEXAS {}

AFFIDAVIT

COUNTY OF _____ {}

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

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

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

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

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

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

Signature of Affiant

Printed Name and Title of Affiant

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

Notary Stamp/Seal

Signature of Notary Public

CONTRACTOR CERTIFICATIONS

U.S. Department of Housing and Urban Development

CERTIFICATION OF BIDDER REGARDING CIVIL RIGHTS LAWS AND REGULATIONS

INSTRUCTIONS

CERTIFICATION OF BIDDER REGARDING Executive Order 11246 and Federal Laws Requiring Federal Contractor to adopt and abide by equal employment opportunity and affirmative action in their hiring, firing, and promotion practices. This includes practices related to race, color, gender, religion, national origin, disability, and veterans' rights.

NAME AND ADDRESS OF BIDDER (include ZIP Code)

CERTIFICATION BY BIDDER

Bidder has participated in a previous contract or subcontract subject to Civil Rights Laws and Regulations.

Yes

No

The undersigned hereby certifies that:

The Provision of Local Training, Employment, and Business Opportunities clause (Section 3 provision) is included in the Contract. A written Section 3 plan (Local Opportunity Plan) was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$100,000).

The Equal Opportunity clause is included in the Contract (if bid equals or exceeds \$10,000).

Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

Yes

No

NAME AND TITLE OF SIGNER (Please type)

SIGNATURE

DATE

CONTRACTOR'S LOCAL OPPORTUNITY PLAN

_____ agrees to implement the following specific affirmative action steps
(name of company)
directed at increasing the utilization of lower income residents and businesses within **Calhoun County**.

- A. To ascertain from the County's CDBG program official the exact boundaries of the project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the county the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within and servicing the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. To insert this plan in all bid documents and to require all bidders on subcontracts to submit an affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- E. To ensure that subcontracts (greater than \$10,000), which are typically let on a negotiated rather than a bid basis in areas other than the covered project area, are also let on a negotiated basis, whenever feasible, in a covered project area.
- F. To formally contact unions, subcontractors, and trade associations to secure their cooperation in this effort.
- G. To ensure that all appropriate project area business concerns are notified of pending sub-contractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this plan.
- J. To maintain records concerning the amount and number of contracts, subcontracts, and purchases which contribute to objectives.
- K. To maintain records of all projected work force needs for all phases of the project by occupation, trade, skill level, and number of positions and to update these projections based on the extent to which hiring meets these Local Opportunity objectives.

As officers and representatives of _____, we the undersigned have read
(name of company)

and fully agree to this Plan and the County's Section 3 Plan, and become a party to the full implementation of the program and its provisions.

Signature

Printed Name

Title

Date

Instructions for Proposed Contracts Breakdown and Estimated Project Workforce Breakdown

Proposed Contracts Breakdown

Type of Contracts – list all construction, materials, or other types of subcontracts (for example: electrical, plumbing, concrete, boring, etc.)

No. of Contracts – Number of contracts under this category

Approximate Total Dollar Amount – Total amount of each contract

Estimated No. to Local Business – Number of contracts awarded to local businesses and Section 3 businesses

Estimated \$ Amount to Local Business - How many dollars will be spent locally for each type of contract? For example: will you hire any local employees or subcontractors?

Estimated Project Workforce Breakdown

Work Classifications – Classification of project employees as defined on Wage Rate

Total Estimated Positions – List the number employees for each work classification will you need on this project

Number of Positions Currently Filled – List the number of estimated positions you currently have filled

Number of Positions Not Filled – List the number of estimated positions you currently do not have filled

Number of Positions to Fill with Low to Moderate Income (Section 3) Residents – List the number of local residents earning low to moderate incomes that you plan to employ to fill the estimated positions not filled

PROPOSED CONTRACTS BREAKDOWN

Type of Contracts	No. of Contracts	Approx. Total Dollar Amount	Estimated No. to local Business	Estimated \$ Amount Local Business

ESTIMATED PROJECT WORKFORCE BREAKDOWN

Work Classifications	Total Estimated Positions	No. of Positions Currently Filled	No. of Positions not Filled	No. of Positions to fill with LMI Residents (Section 3)
Totals				



Texas General Land Office
Community Development Block Grant (CDBG)
Disaster Recovery Program

CERTIFICATION FOR BUSINESS CONCERNS
Seeking Section 3 Preference in Contracting and
Demonstration of Capability

Economic Opportunities for Low and Very Low-Income Persons

Grantee/Subrecipient:	Contract Number:	Date:
<input type="text"/>	<input type="text"/>	<input type="text"/>

CONTRACTOR INFORMATION

Name of Business

Address of Business

Type of Business: Corporation Partnership Non-Profit Consortium
 Sole Proprietorship Joint Venture

Attach the following documentation as evidence of Section 3 eligible status:
(Definition of "Section 3 Business Concern" in 24 CFR 135 describes the three alternative qualifications.)

For Business claiming status as a Section 3 resident-owned enterprise:

- | | |
|---|---|
| <input type="checkbox"/> Copy of resident lease | <input type="checkbox"/> Copy of receipt of public assistance |
| <input type="checkbox"/> Copy of evidence of participation in a public assistance program | <input type="checkbox"/> Other evidence |

For business entity as applicable:

- | | |
|---|---|
| <input type="checkbox"/> Copy of Articles of Incorporation | <input type="checkbox"/> Certificate of Good Standing |
| <input type="checkbox"/> Assumed Business Name Certificate | <input type="checkbox"/> Partnership Agreement |
| <input type="checkbox"/> List of owners/stockholders and % ownership of each appointed officers | <input type="checkbox"/> Corporation Annual Report |
| <input type="checkbox"/> Organization chart with names and titles and brief function statement | <input type="checkbox"/> Latest Board minutes |
| | <input type="checkbox"/> Additional documentation |

For business entity claiming Section 3 status by subcontracting 25 percent of the dollar awarded to qualified Section 3 business(es):

- List of subcontracted Section 3 business(es) and subcontract amount

For business claiming Section 3 status, by claiming at least 30 percent of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:

- | | |
|---|---|
| <input type="checkbox"/> List of all current full-time employees | <input type="checkbox"/> List of employees claiming Section 3 status |
| <input type="checkbox"/> PHA/IHA Residential lease less than 3 years from day of employment | <input type="checkbox"/> Other evidence of Section 3 status less than 3 years from date of employment |

Evidence of ability to perform successfully under the terms and conditions of the proposed contract:

- | | |
|---|--|
| <input type="checkbox"/> Current financial statement | <input type="checkbox"/> Statement of ability to comply with public policy |
| <input type="checkbox"/> List of owned equipment | |
| <input type="checkbox"/> List of all contracts for the past two years | |

Authorized Name and Signature _____

Date _____

Attested By: _____

(Corporate Seal)

**CERTIFICATION REGARDING LOBBYING
COMPLIANT WITH APPENDIX A TO 24 C.F.R. PART 87***

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements:

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

(1) 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.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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.

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

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 section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance:

The undersigned states, to the best of his or her knowledge and belief, that: If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the duly authorized representative of the Contractor, I hereby certify that the applicant will comply with the above applicable certification.

Signature of Contractor's Authorized Official

Printed Name and Title of Contractor's Authorized Official

Date

*24 C.F.R. 87 App. A, available at <https://www.gpo.gov/fdsys/granule/CFR-2011-title24-vol1/CFR-2011-title24-vol1-part87-appA>. Published Apr. 1, 2011. Accessed Aug. 1, 2018.

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup 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 subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, 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. 4040-0013. 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 (4040-0013), Washington, DC 20503

Disclosure of Lobbying Activities

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

<p>1. Type of Federal Action: _____ a. contract _____ b. grant _____ c. cooperative agreement _____ d. loan _____ e. loan guarantee _____ f. loan insurance</p>	<p>2. Status of Federal Action: _____ a. bid/offer/application _____ b. initial award _____ c. post-award</p>	<p>3. Report Type: _____ a. initial filing _____ b. material change</p> <p>For material change only: Year _____ quarter _____ Date of last report _____</p>
<p>4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known:</p> <p>Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$ _____</p>	
<p>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p>	
<p>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.</p>	<p>Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only</p>	<p>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</p>	

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 principal(s).

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

BID BOND

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the Accompanying Bid, dated _____, for **BID NO. 2024.08 – INFRASTRUCTURE AT LITTLE CHOCOLATE BAYOU COUNTY PARK PLAYGROUND IMPROVEMENTS PHASE 2 PROJECT – GLO CONTRACT NO. 20-065-064-C182 FOR CALHOUN COUNTY, TEXAS.**

NOW, THEREFORE, the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or, if no period be specified, within thirty (60) days after the said opening, and shall within the period specified therefor, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Local Public Agency in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Local Public Agency the difference between the amount specified in said Bid and the amount for which the local Public Agency may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

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

(SEAL)

(SEAL)

Attest:

By: _____

Affix
Corporate
Seal

Attest:

By: _____

Affix
Corporate
Seal

Attest:
Countersigned

By: _____

By _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

Corporate
Seal

Title: _____

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

Please attach / include original bid bond as the last item in the sealed bid package.

SECTION 3

22. Standard Form of Agreement for Construction Contracts
23. General Contract Conditions for Construction
24. Calhoun County General Conditions
25. Minority/Female Goals
26. Federal Labor Standard Provisions
27. Title 29 Labor
28. Concerning Labor Standards and Prevailing Wage Rate Requirements
29. Project specific Davis-Bacon Wage Decision
30. GLO Signage Requirements
31. Certificate of Interested Parties Form 1295 and Instructions
32. Section 504 Certification
33. Child Support Statement
34. Document No. 00417 – Trench Safety Systems Indemnity Agreement
35. Payment Bond
36. Performance Bond
37. Certificate of Liability Insurance
38. Section 3 Clause
39. HUD Examples of Efforts to Offer Training & Employment Opportunities for Section 3 Residents
40. GLO New Hires Section 3 Monthly Compliance Report
41. CDBG-MIT Section 3 Brochure Information Sheet
42. GLO Assurances for Construction Programs
43. GLO General Affirmations
44. Attorney's Review Certification
45. Contractor's Final Payment Affidavit
46. Change Order Form
47. Certificate of Construction Completion (COCC)
48. Governing Technical Specifications & Special Provisions

Standard Form of Agreement for Construction Contracts

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

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

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the construction of the Improvements embraced in the Project; namely **Bid No. 2024.08 – Infrastructure at Little Chocolate Bayou County Park Playground Improvements Phase 2 Project – GLO Contract No. 20-065-064-C182 for Calhoun County, Texas** for the Community Development Block Grant – Mitigation (CDBG- DR) project, all in strict accordance with the contract documents including all addenda thereto, numbered _____, dated _____ and _____, all as prepared by **G&W Engineers, Inc.** acting and in these contract documents preparation, referred to as the "Engineer".

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

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

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

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

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

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

(The Contractor)

By _____

Name/Title _____

CALHOUN COUNTY
(County)

By _____

Name/Title: Richard H. Meyer, County Judge

Corporate Certifications

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

Corporate
Seal

(Corporate Secretary)

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

GENERAL CONDITIONS - PART I FOR CONSTRUCTION

1. Contract and Contract Documents

- a. The project to be constructed pursuant to this contract will be financed with assistance from the General Land Office (GLO) through the Community Development Block Grant – Mitigation (CDBG-MIT) fund and is subject to all applicable Federal and State laws and regulations.
- b. The Plans, Specifications and Addenda shall form part of this contract and the provisions thereof shall be binding upon the parties as if they were herein fully set forth.

2. Definitions

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

- (a) The term "Contract" means the Contract executed between **Calhoun County**, hereinafter called the "County" and (Name of Construction Co.), hereinafter called "Contractor", of which these GENERAL CONDITIONS, form a part.
- (b) The term "Project Area" means the area within the specified Contract limits of the Improvements contemplated to be constructed in whole or in part under this contract.
- (c) The term "Engineer" means (G & W Engineers, Inc.), Engineer in charge, serving the County with architectural or engineering services, his successor, or any other person or persons, employed by the County for the purpose of directing or having in charge the work embraced in this Contract.
- (d) The term "Contract Documents" means and shall include the following: Executed Contract, Addenda (if any), Invitation for Bids, Instructions to Bidders, Signed Copy of Bid, General Conditions, Special Conditions, Technical Specifications, and Drawings (as listed in the Schedule of Drawings).

3. Supervision By Contractor

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

4. Subcontracts

- (a) The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until Contractor has verified the subcontractor has been cleared (not suspended or debarred) to participate in federally funded contracts.

- (b) No proposed subcontractor shall be disapproved by the County except for cause.
- (c) The Contractor shall be as fully responsible to the County for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them.
- (d) The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work and required compliance by each subcontractor with the applicable provisions of the Contract.
- (e) Nothing contained in the Contract shall create any contractual relation between any subcontractor and the County.
- (f) Contractors are encouraged to subcontract with Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and labor surplus area firms.

5. Fitting and Coordination of Work

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

6. Payments to Contractor

(a) Partial Payments

- 1) The Contractor shall prepare the requisition for partial payment as of the last day of the month and submit it, with the required number of copies, to the Engineer for approval. The amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting (1) five percent (5%) of the total amount, to be retained until final payment, and (2) the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit prices contained in the agreement. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of all invoices shall be available for inspection of the Engineer.
- 2) Monthly or partial payments made by the County to the Contractor are advanced for the purpose of assisting the contractor to expedite the work of construction. The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the County. Such payments shall not constitute a waiver of the right of the County to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the County in all details.

(b) Final Payment

- 1) After final inspection and the acceptance by the County of all work under the Contract, the Contractor shall prepare the requisition for final payment which shall be based upon the careful inspection of each item of work at the applicable unit prices stipulated in the Contract. The total amount of the final payment due the Contractor under this Contract shall be the amount computed as described above less all previous payments.
- 2) Before paying the final estimate, County shall require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor. The County may make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments made shall in no way impair the obligations of any surety or sureties furnished under this Contract.

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

(c) **Payments Subject to Submission of Certificates**

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

(d) **Withholding Payments**

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

7. Changes in the Work

- (a) The County may make changes in the scope of work required to be performed by the Contractor under the Contract without relieving or releasing the Contractor from any obligations under the Contract or any guarantee given pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise. Additionally, all such change orders must be approved by CDBG-MIT prior to execution of same.
- (b) Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the County authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price will be valid unless so ordered.
- (c) If applicable unit prices are contained in the Contract, the County may order the Contractor to proceed with desired unit prices specified in the Contract; provided that in case of a unit price contract the net value of all changes does not increase the original total amount of the agreement by more than twenty-five percent (25%) or decrease the original total amount by more than twenty-five percent (25%) for municipalities and eighteen percent (18%) for counties without the written consent of the contractor. [Texas Local Government Code Section 252.048(d) and Section 262.031(b)]
- (d) Each change order shall include in its final form:
 - 1) A detailed description of the change in the work.
 - 2) The Contractor's proposal (if any) or a confirmed copy thereof.
 - 3) A definite statement as to the resulting change in the contract price and/or time.
 - 4) The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.

5) The procedures as outlined in this Section for a unit price contract also apply in any lump sum contract.

8. Claims for Extra Cost

- (a) If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, he shall, within ten days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the County, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.
- (b) Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued.
- (c) Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall be reported at once to the County and work shall not proceed except at the Contractor's risk, until written instructions have been received from the County.
- (d) If, on the basis of the available evidence, the County determines that an adjustment of the Contract Price and/or time is justifiable, a change order shall be executed.

9. Termination, Delays, and Liquidated Damages

Right of the County to Terminate Contract for Convenience

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

Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement plus (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by County. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against County for any additional compensation or damages in the event of such termination and payment.

Right of the County to Terminate Contract for Cause

If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the County shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor pursuant to this Agreement shall, at the option of the County, be turned over to the County and become the property of the County. In the event of termination for cause, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor, and the County may set-off the damages it incurred as a result of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor. 2 CFR 200 APPENDIX II(B)

(a) Liquidated Damages for Delays.

If the work is not completed within the time stipulated in the applicable bid for Lump Sum or Unit Price Contract provided, the Contractor shall pay to the County as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) the amount of \$500 for each calendar day of delay, until the work is completed. The Contractor and Contractor's sureties shall be liable to the County for the amount thereof.

(b) Excusable Delays.

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

10. Assignment or Novation

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

11. Technical Specifications and Drawings

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

12. Shop Drawings

- (a) All required shop drawings, machinery details, layout drawings, etc. shall be submitted to the Engineer in 3 copies for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. The Contractor may proceed, only at Contractor's own risk, with manufacture

or installation of any equipment or work covered by said shop drawings, etc. until they are approved and no claim, by the Contractor, for extension of the contract time shall be granted by reason of his failure in this respect.

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

13. Requests for Supplementary Information

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

14. Materials and Workmanship

- (a) Unless otherwise specifically provided for in the technical specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the technical specifications as "equal to" any particular standard, the Engineer shall decide the question of equality.
- (b) The Contractor shall furnish to the County for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval full information concerning all other materials or articles which he proposes to incorporate.
- (c) Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.
- (d) Materials specified by reference to the number or symbol of a specific standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in the technical specifications shall have full force and effect as though printed therein.
- (e) The County may require the Contractor to dismiss from the work such employee or employees as the County or the Engineer may deem unqualified.

15. Samples, Certificates and Tests

- (a) The Contractor shall submit all material or equipment samples, certificates, affidavits, etc., as called for in the contract documents or required by the Engineer, promptly after award of the contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the contract time.
- (b) Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the Engineer in making a prompt decision regarding the acceptability of the sample. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.
- (c) Approval of any materials shall be general only and shall not constitute a waiver of the County's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.
- (d) Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:
 - 1) The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer;
 - 2) The Contractor shall assume all costs of re-testing materials which fail to meet contract requirements;
 - 3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient;
 - 4) The County will pay all other expenses.

16. Permits and Codes

- (a) The Contractor shall give all notices required by and comply with all applicable federal and state laws, ordinances, and codes of the Local Government. All construction work and/or utility installations shall comply with all applicable ordinances, and codes including all written waivers. Before installing any work, the Contractor shall examine the drawings and technical specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the County. Where the requirements of the drawings and technical specifications fail to comply with such applicable ordinances or codes, the County will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.
- (b) Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the drawings and technical specifications), the Contractor shall remove such work without cost to the County.

- (c) The Contractor shall at his own expense, secure and pay for all permits for street pavement, sidewalks, shed, removal of abandoned water taps, sealing of house connection drains, pavement cuts, buildings, electrical, plumbing, water, gas and sewer permits required by the local regulatory body or any of its agencies.
- (d) The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the Improvements contained in this Contract.
- (e) The Contractor will be required to make arrangements for and pay the water, electrical power, or any other utilities required during construction.
- (f) During construction of this project, the Contractor shall use every means possible to control the amount of dust created by construction. Prior to the close of a day's work, the Contractor, if directed by the County, shall moisten the surrounding area to prevent a dusty condition.

17. Care of Work

- (a) The Contractor shall be responsible for all damages to person or property that occur as a result of its fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.
- (b) The Contractor shall provide sufficient competent watchmen, both day and night, including Saturdays, Sundays, and holidays, from the time the work is commenced until final completion and acceptance.
- (c) In an emergency affecting the safety of life, limb or property, including adjoining property, the Contractor, without special instructions or authorization from the County is authorized to act to prevent such threatened loss or injury. Contractor shall follow all instructions of County.
- (d) The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and shall be responsible for completely repairing any damage thereto caused by the operations.
- (e) The Contractor shall shore up, brace, underpin, secure, and protect as maybe necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the improvements included in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the County from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the County may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

18. Accident Prevention

- (a) No laborer or mechanic employed in the performance of this Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety and health standards promulgated by the Department of Labor.
- (b) The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work.

- (c) The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the County with reports concerning these matters.
- (d) The Contractor shall indemnify and hold harmless the County from any claims for damages resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract.
- (e) The Contractor shall provide trench safety for all excavations more than five feet deep prior to excavation. All OSHA Standards for trench safety must be adhered to by the Contractor.
- (f) The contractor shall at all times conduct work in such a manner as to ensure the least possible inconvenience to vehicular and pedestrian traffic. At the close of the work each day, all streets where possible in the opinion of the County, shall be opened to the public in order that persons living in the area may have access to their homes or businesses by the use of the streets. Barricades, warning signs, and necessary lighting shall be provided to the satisfaction of the County at the expense of the Contractor.

19. Sanitary Facilities

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

20. Use of Premises

- (a) The Contractor shall confine equipment, storage of materials, and construction operations to the contract limits as shown on the drawings and as prescribed by ordinances or permits, or as may be desired by the County, and shall not unreasonably encumber the site or public rights of way with materials and construction equipment.
- (b) The Contractor shall comply with all reasonable instructions of the County and all existing federal, state and local regulations regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

21. Removal of Debris, Cleaning, Etc.

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

22. Inspection

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

remedied or rejected materials removed from the Project Area and charge the cost of the same against any Monies which may be due the Contractor, without prejudice to any other rights or remedies of the County.

- (b) The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. All tests by the County will be performed in such manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the technical specifications.
- (c) The Contractor shall notify the County sufficiently in advance of back filling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the County, the Contractor shall uncover for inspection and recover such facilities at Contractor's expense, when so requested by the County.
- (d) Should it be considered necessary or advisable by the County at any time before final acceptance of the entire work to make an examination of work already completed, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, shall be reimbursable and if completion of the work of the entire Contract has been delayed, a suitable extension of time will be approved.
- (e) Inspection of materials and appurtenances to be incorporated in the improvements included in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the technical specifications, shall be final, except as regards to: (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.
- (f) Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the County or its agents shall relieve the Contractor or its sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

23. Review by County

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

24. Final Inspection

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

25. Deduction for Uncorrected Work

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

26. Insurance

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

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

- 1) **CONTRACTOR shall have, (or purchase) and shall maintain in force during the duration of the Work, coverage for the hazard of explosion, collapse and underground shall be included. Coverage for independent contractor's liability, contractual liability, products/completed operations liability, personal injury and broad form property damage shall also be included. Completed operations liability shall be kept in force for at least one (1) year after the date of final completion. Coverages shall have at least the following limits:**

	General Aggregate	\$2,000,000
	Products-Completed Operations Aggregate	\$1,000,000
	Personal and Advertising Injury	\$1,000,000
	Each Occurrence	\$1,000,000
	Fire Damage	\$ 50,000

- 2) **ADDITIONAL Insured**
ALL POLICIES (Except for Workman's Compensation/Employers Liability) will name **CALHOUN COUNTY as an additional insured for all insurance requirements**, by policy endorsement, along with **COUNTY's Employees and OWNER's Engineer (G&W Engineers, Inc.) as ADDITIONAL INSURED** and must provide coverage to the maximum extent permitted by law. The additional insured endorsements shall be on the ISO CG2010 11185 form or CG 2010 (10/93) in combination with CG 2037 of CG 2033, or suitable form equivalent.
- 3) **Automobile Liability**
CONTRACTOR shall have (or purchase) and shall maintain in force, for the duration of the Work, coverage cars and trucks owned, rented, hired, or leased, and others of non-ownership nature used by employees in and around or in connection with the particular Contract. Coverage shall have at least the following limit Combined Single Limit \$1,000,000
- 4) **Builders Risk Insurance**
CONTRACTOR shall have (or purchase) and shall maintain in force during the duration of the Work, coverage for, but not limited to, fire, lightning, windstorm, tornado, hurricane, and hail. Coverage shall be in the amount of 100 percent complete value basis on the insurable portions of the project for the benefit of OWNER, CONTRACTOR, and all subcontractors, as their interests may appear.
- 5) **Deductible**
No deductible on any coverage in excess of \$500.00 per occurrence is acceptable.

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

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

27. Warranty of Title

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

28. Warranty of Workmanship and Materials

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements included in this Contract by the County or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of 12 months from the date of final acceptance of the work.

29. Job Offices

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

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

30. Partial Use of Site Improvements

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

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

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

31. Contract Documents and Drawings

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

32. Contract Period

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

33. Liquidated Damages

Since the actual damages for any delay in completion of the work under this contract are impossible to determine, the Contractor and his Sureties shall be liable for and shall pay to the County the sum of five hundred dollars (\$ 500) as fixed, agreed and liquidated damages for each calendar day of delay from the above stipulated time for completion.

ADMINISTRATIVE REQUIREMENTS

34. Local Program Liaison

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

35. Access to Information

(a) The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the General Land Office (GLO), and the County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Contractor which are pertinent to the CDBG-MIT award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the County's CDBG-MIT contract with GLO. **2 CFR 200.336 (former 24 CFR 85.36(i)(10))**

The Office of the Comptroller General of the United States, the Government Accountability Office, the Office of Inspector General, or any authorized representative of the U.S. Government shall also have this right of inspection.

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

36. Records Retention

(a) The Contractor shall retain all required records for three years after the County makes its final payment and all pending matters are closed. **2 CFR 200.333 (former 24 CFR (85.36(i)(11))**

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

FEDERAL REQUIREMENTS

37. Resolution of Program Non-Compliance and Disallowed Costs

In the event of any dispute, claim, question, or disagreement arising from or relating to this Contract, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or CDBG-MIT program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Contract and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. *[This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.]* If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

38. Compliance with Davis-Bacon Act

All laborers and mechanics employed upon the work covered by this Contract shall be paid unconditionally and not less often than once each week, and without subsequent deduction or rebate on any account (except such payroll deductions as are made mandatory by law and such other payroll deductions as are permitted by the applicable regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to the Anti-Kickback Act hereinafter identified), the full amount due at time of payment computed at wage rates not less than those contained in the wage determination decision of said Secretary of Labor (a copy of which is attached in Section 3, Item 24 and herein incorporated by reference), regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such laborers and mechanics. All laborers and mechanics employed upon such work shall be paid in cash, except that payment may be by check if the employer provides or secures satisfactory facilities approved by the County for the cashing of the same without cost or expense to the employee. For the purpose of this clause, contributions made or costs reasonably anticipated under Section 1 (b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section 5.5 (a) (1) (iv) of Title 29, Code of Federal Regulations. Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

The Contractor and its subcontractors shall not, by any means, induce any person employed in the construction, completion, or repair of public work, give up any part of the compensation to which he or she is otherwise entitled. The County must report all suspected or reported violations to GLO.

39. Conflicts of Interest

- (a) Governing Body. No member of the governing body of the County and no other officer, employee, or agent of the County, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of CDBG-MIT award between GLO and the County, shall have any personal financial interest, direct or indirect, in the Contractor or this Contract; and the Firm shall take appropriate steps to assure compliance.
- (b) Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the CDBG-MIT award between GLO and the County, shall have any personal financial interest, direct or indirect, in the Contractor or this Contract; and the Contractor shall take appropriate steps to assure compliance.
- (c) The Contractor and Employees. The Contractor warrants and represents that it has no conflict of interest associated with the CDBG-MIT award between GLO and the County or this Contract. The Contractor further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the CDBG-MIT award between GLO and the County or in any business, entity, organization or person that may benefit from the award. The Contractor further agrees that it will not employ an individual with a conflict of interest as described herein.

40. Debarment and Suspension (Executive Orders 12549 and 12689)

The Contractor certifies, by entering into this Contract, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Contract is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor. The Contractor understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. 2 CFR 200 APPENDIX II (H)

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

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Such disclosures are forwarded from tier to tier up to the non-Federal award.

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

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. 2 CFR 200 APPENDIX II (I) and 24 CFR §570.303

42. [For Contracts > \$100K] Overtime Requirements

No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of 40 hours in such work week, as the case may be. 2 CFR 200 APPENDIX II (E)

43. Equal Opportunity Clause

Comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply.

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

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

be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (h.) The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States. 41 CFR §60-1.4(b) And 2 CFR 200 APPENDIX II (C)

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

The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

45. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. 2 CFR 200 APPENDIX II (D)

46. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. 2 CFR 200 APPENDIX II (E)

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

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

48. Age Discrimination Act of 1975.

The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

49. Non Segregated Facilities

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

50. The Provision of Local Training, Employment, and Business Opportunities

(a) To the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project. See also GLO Section 3 Policy and "Exhibit G" on the GLO-DR website.

(b) The Contractor will include this clause in every subcontract for work in connection with the project.

51. [If this Contract is greater than \$100,000] Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.

(a) The work to be performed under this Contract is subject to the requirements of section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this Contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

(c) The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(d) The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

- (e) The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.
- (g) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b). 24 CFR §135.38

52. Gender Neutral - Gender References

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

53. Patent Rights and Inventions

Contractor shall comply with the requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. (2 CFR 200 Appendix II (f) and Rights to Inventions in 37 CFR Part 401).

Rights to Inventions Made Under a Contract or Agreement - If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

54. Energy Efficiency

The Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201). (2 CFR 200 Appendix II (h)).

55. System for Award Management (SAM)

All contractors and subcontractors must be searched AND cleared (not suspended or debarred) prior to authorization to work on the project.

56. Solid Waste Disposal Act

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

57. Procurement of Recovered Materials

(a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

(c) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/>

58. Domestic Preference

a. As appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

b. For purposes of section (a) above:

i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

STATE REQUIREMENTS

58. Verification No Boycott Israel.

As required by Chapter 2270, Government Code, CONTRACTOR hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

59. Foreign Terrorist Organizations.

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

ENVIRONMENTAL CONDITIONS

60. [For Contracts > \$150K] Clean Air Act and the Federal Water Pollution Control Act

The Contractor or subcontractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). 2 CFR 200 APPENDIX II (G)

61. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

62. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

63. Other Conditions

Any special conditions such as mitigation measures will be carried out as instructed by the Environmental Review Record. Enter Mitigation Measures from County Environmental Review Record as applicable

CALHOUN COUNTY, TEXAS GENERAL CONDITIONS

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

Governing Law:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Governing Forms:

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

Addendums:

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

Indemnification/Hold Harmless:

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

Waiver of Subrogation:

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

Bonds:

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

Taxes:

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

Pricing:

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

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

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

Inspections:

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

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

Testing:

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

Material Safety Data Sheets:

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

Awards:

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

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

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

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

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

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

Assignment:

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

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

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

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

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

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

Delivery:

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

Rejections:

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

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

Termination:

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

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

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

Delinquent Property Taxes:

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

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

Certificate of Interested Parties – Form 1295

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

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

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

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

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

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

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

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

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

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

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

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

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

Debarment:

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

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

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

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

Invoices and Payments:

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

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

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

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

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

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

Gratuities:

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

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

Warranty Product:

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

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

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

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

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

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

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

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

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

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

Cancellation:

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

Force Majeure:

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

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

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

Waiver:

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

Applicable Law:

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

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

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

Insurance:

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

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

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

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

Coverages shall apply on an occurrence basis.

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

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

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

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

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

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

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

OSHA Requirements:

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

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

Protest Procedures:

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

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

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

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

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

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

Public Information Act:

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

CALHOUN COUNTY AUDITOR

To request information from Calhoun County, please contact:

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

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

ATTACHMENT A
CALHOUN COUNTY, TEXAS
GENERAL CONDITIONS

CERTIFICATE OF INTERESTED PARTIES
FORM 1295

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

TO FILL OUT FORM 1295:

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

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

For help in filling out the form:

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

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

- #4 Fill in the correct information if this applies
- OR**
- #5 Mark an X in the Box if this applies
- #6 Fill in the correct information, submit and print
After printing, the respondent or an authorized agent of the respondent must sign and date (making sure all of #6 is completed)

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

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.

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

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

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

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

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

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

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

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

 Signature of authorized agent of contracting business entity
 (Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Calhoun County, Texas

POLICY OF COMPLIANCE

SECTION 2252.908 TEXAS GOVERNMENT CODE

Approved by Commissioners Court January 28, 2016

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

BACKGROUND

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

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

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

COMPLIANCE

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.

MINORITY/FEMALE GOALS AND TIMETABLES

The female employment goal is effective as of April 1980 and is currently 6.9%. The percentages for minority participation in Texas are:

Texarkana Area:

Texarkana & Bowie Co.	19.7
Non-MSA Counties of Camp, Cass, Lamar, Morris, Red River & Titus	20.2

Tyler-Longview Area:

Longview, Gregg Co. & Harrison Co.	22.8
Tyler & Smith Co.	23.5
Non-MSA Counties of Anderson, Angelina, Cherokee, Henderson, Marion, Nacogdoches, Panola, Rusk, San Augustine, Shelby, Upshur & Wood	22.5

Beaumont-Port Arthur Area:

Beaumont, Port Arthur, Orange, Hardin Co., Jefferson Co., & Orange Co.	22.6
Non-MSA Counties of Jasper, Houston, Newton, Sabine, & Tyler	22.6

Houston Area:

Bryan, College Station & Brazos Co.	23.7
Galveston, Texas City & Galveston Co.	28.9
Houston, Brazoria Co., Fort Bend Co., Harris Co., Liberty Co., Montgomery Co. & Waller Co.	27.3
Non-MSA Counties of Austin, Burleson, Calhoun, Chambers, Colorado, DeWitt, Fayette, Goliad, Grimes, Jackson, Lavaca, Leon, Madison, Matagorda, Polk, Robertson, San Jacinto, Trinity, Victoria, Walker, Washington, & Wharton	27.4

Austin Area:

Austin, Hays Co., Travis Co., & Williamson Co.	24.1
Non-MSA Counties of Bastrop, Blanco, Burnet, Caldwell, Lee & Llano	24.2

Waco, Killeen, Temple Area:

Killeen, Temple, Bell Co. & Coryell Co.	16.4
Waco & McLennan Co.	20.7
Non-MSA Counties of Bosque, Falls, Freestone, Hamilton, Hill, Lampasas, Limestone, Milam & Mills	18.6

Dallas, Fort Worth Area:

Dallas, Fort Worth, Collin Co., Dallas Co., Denton Co., Ellis Co., Hood Co., Johnson Co., Kaufman Co., Parker Co., Rockwall Co., Tarrant Co. & Wise Co.	18.2
Sherman, Denison & Grayson Co.	9.4
Non-MSA Counties of Cooke, Delta, Erath, Fannin, Franklin, Hopkins, Hunt, Jack, Montague, Navarro, Palo Pinto, Rains, Somervell, & Van Zandt	17.2

Wichita Falls Area:

Wichita Falls, Clay Co. & Wichita Co.	12.4
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Non-MSA Counties of Archer, Baylor, Cottle, Foard, Hardeman, Wilbarger & Young 11.0

Abilene Area:

Abilene, Callaghan Co., Jones Co. & Taylor Co. 11.6

Non-MSA Counties of Brown, Coleman, Comanche, Eastland, Fisher, Haskell, Kent, Knox, Mitchell, Nolan, Scurry, Shackelford, Stephens, Stonewall & Throckmorton 10.9

San Angelo Area:

San Angelo & Tom Green Co. 19.2

Non-MSA Counties of Coke, Concho, Crockett, Irion, Kimble, McCullough, Mason, Menard, Reagan, Runnels, San Saba, Schleicher, Sterling, Sutton & Terrell 20.0

San Antonio Area:

Laredo & Webb Co. 87.3

San Antonio, Bexar Co., Comal Co. & Guadalupe Co. 47.8

Non-MSA Counties of Atascosa, Bandera, Dimmit, Edwards, Frio, Gillespie, Gonzales, Jim Hogg, Karnes, Kendall, Kerr, Kinney, La Salle, McMullen, Maverick, Medina, Real, Uvalde, Val Verde, Wilson, Zapata & Zavala 49.4

Corpus Christi Area:

Corpus Christi, Nueces Co. & San Patricio Co. 41.7

Non-MSA Counties of Aransas, Bee, Brooks, Duval, Jim Wells, Kenedy, Kleberg, Live Oak & Refugio 44.2

Brownsville, McAllen, Harlingen Area:

Brownsville, Harlingen, San Benito & Cameron Co. 71.0

McAllen, Pharr, Edinburg & Hidalgo Co. 72.8

Non-MSA Counties of Starr & Willacy 72.9

Odessa, Midland Area:

Midland & Midland Co. 19.1

Odessa & Ector Co. 15.1

Non-MSA Counties of Andrews, Crane, Glasscock, Howard, Loving, Martin, Pecos, Reeves, Upton, Ward & Winkler 18.9

El Paso Area:

El Paso & El Paso Co. 57.8

Non-MSA Counties of Brewster, Culbertson, Hudspeth, Jeff Davis & Presidio 49.0

Lubbock Area:

Lubbock & Lubbock Co. 19.6

Non-MSA Counties of Bailey, Borden, Cochran, Crosby, Dawson, Dickens, Floyd, Gaines, Garza, Hale, Hockley, King, Lamb, Lynn, Motley, Terry & Yoakum 19.5

Amarillo Area:

Amarillo, Potter Co. & Randall Co.

9.3

Non-MSA Counties of Armstrong, Briscoe, Carson, Castro, Childress, Collingsworth, Dallam, Deaf
Smith, Donley, Gray, Hall, Hansford, Hartley, Hemphill, Hutchinson, Lipscomb, Moore, Ochiltree,
Oldham, Parmer, Roberts, Sherman, Swisher, & Wheeler

11.0

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

(1) MINIMUM WAGES

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment, computed at rates not less than those contained in the wage determination of the Secretary of Labor (which is attached hereto and made a part hereof), regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place, where it can be easily seen by the workers.

(ii) Additional Classifications.

- (A) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division ("Administrator"), Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget ("OMB") under OMB control number 1235-0023.)
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(D) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (1)(ii)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(2) **Withholding.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(3) **Payrolls and basic records.**

(i) **Maintaining Payroll Records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification(s), hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid.

Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)

(ii) **Certified Payroll Reports.**

(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division, Web site at <https://www.dol.gov/agencies/whd/forms> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0008.)

- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract; and
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (a)(3)(ii)(b).
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under subparagraph (a)(3)(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the U.S. Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees.

- (i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate), to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program.

If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed, unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) **Equal employment opportunity.** The utilization of apprentices, trainees, and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

- (5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.
- (6) **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs (1) through (11) in this paragraph (a) and such other clauses as HUD or its designee may, by appropriate instructions, require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.
- (7) **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.
- (9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.
- (10) **Certification of Eligibility.**
- (i) By entering into this Contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802).

(11) Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic, to whom the wage, salary, or other labor standards provisions of this Contract are applicable, shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The provisions of this paragraph (b) are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

See 29 CFR ss 5.8 (a) for current rate

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph B(1) of this paragraph, the contractor, and any subcontractor responsible therefor, shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph B(1) of this paragraph, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the Department of Labor adjusts this civil monetary penalty for inflation no later than January 15 each year.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract, or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages, as provided in the clause set forth in subparagraph B(2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs B(1) through (4) of this paragraph.

C. HEALTH AND SAFETY

The provisions of this paragraph (c) are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Title 29: Labor

PART 3—CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

Contents

- §3.1 Purpose and scope.
- §3.2 Definitions.
- §3.3 Weekly statement with respect to payment of wages.
- §3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.
- §3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.
- §3.6 Payroll deductions permissible with the approval of the Secretary of Labor.
- §3.7 Applications for the approval of the Secretary of Labor.
- §3.8 Action by the Secretary of Labor upon applications.
- §3.9 Prohibited payroll deductions.
- §3.10 Methods of payment of wages.
- §3.11 Regulations part of contract.

AUTHORITY: R.S. 161, sec. 2, 48 Stat. 848; Reorg. Plan No. 14 of 1950, 64 Stat. 1267; 5 U.S.C. 301; 40 U.S.C. 3145; Secretary's Order 01-2008; and Employment Standards Order No. 2001-01.

SOURCE: 29 FR 97, Jan. 4, 1964, unless otherwise noted.

§3.1 Purpose and scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

§3.2 Definitions.

As used in the regulations in this part:

(a) The terms *building* or *work* generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a *building* or *work* within the meaning of the regulations in this part.

(b) The terms *construction*, *prosecution*, *completion*, or *repair* mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms *public building* or *public work* include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term *building or work financed in whole or in part by loans or grants from the United States* includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is *employed* and receiving *wages*, regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term *any affiliated person* includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary, or otherwise, and an officer or agent of such corporation.

(g) The term *Federal agency* means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

[29 FR 97, Jan. 4, 1964, as amended at 38 FR 32575, Nov. 27, 1973]

§3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term *employee* shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by this part 3 and part 5 of this title during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on the back of Form WH 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Copies of Form WH 347 may be obtained from the Government contracting or sponsoring agency or from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site.

(c) The requirements of this section shall not apply to any contract of \$2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

[29 FR 97, Jan. 4, 1964, as amended at 33 FR 10186, July 17, 1968; 47 FR 23679, May 28, 1982; 73 FR 77511, Dec. 19, 2008]

§3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under §3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer

and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

(Reporting and recordkeeping requirements in paragraph (b) have been approved by the Office of Management and Budget under control number 1215-0017)

[29 FR 97, Jan. 4, 1964, as amended at 47 FR 145, Jan. 5, 1982]

§3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A *bona fide prepayment of wages* is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: *Provided, however,* That the following standards are met:

(1) The deduction is not otherwise prohibited by law;

(2) It is either:

(i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or

(ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees;

(3) No profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and

(4) The deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: *Provided, however,* that a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and part 531 of this title. When such a deduction is made the additional records required under §516.25(a) of this title shall be kept.

(k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own property for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnished by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either

(1) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or

(2) Provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9770, May 28, 1971]

§3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under §3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

§3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under §3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of 1 year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of §3.6, and specifies any conditions which have changed in regard to the payroll deductions.

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of §3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9771, May 28, 1971]

§3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of §3.6; and shall notify the applicant in writing of his decision.

§3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under §3.6 are prohibited.

§3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

§3.11 Regulations part of contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see §5.5(a) of this subtitle.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
 CONTRACTOR'S CERTIFICATION

CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

TO (appropriate recipient)	DATE
	PROJECT NUMBER (if any)
C/O	PROJECT NAME

1. The undersigned, having executed a contract with _____
 _____ for the construction of the above-identified project, acknowledges that:

- (a) The Labor Standards provisions are included in the aforesaid contract,
- (b) Correction of any infractions of the aforesaid conditions, including infractions by any subcontractors and any lower tier subcontractors, is Contractor's responsibility.

2. Certifies that:

- (a) Neither Contractor nor any firm, partnership or association in which it has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended.
- (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. Contractor agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. Certifies that:

- (a) The legal name and the business address of the undersigned are:

(b) The undersigned is (choose one):

(1) A SINGLE PROPRIETORSHIP	(3) A CORPORATION ORGANIZED IN THE STATE OF
(2) A PARTNERSHIP	(4) OTHER ORGANIZATION (Describe)

(c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS

(d) The names and addresses of all other persons having a substantial interest in the undersigned, and the nature of the interest are:

NAME	ADDRESS	NATURE OF INTEREST

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are:

NAME	ADDRESS	TRADE CLASSIFICATION

Date _____

(Contractor)

By _____

[INSERT Project Specific Wage Decision]

GLO SIGNAGE REQUIREMENTS

All signs shall be placed in a prominent, visible public location at the construction site, and legible from at least three (3) feet distance.

Permanent signage is required on any public building or facility funded under this Contract. Please refer to the plans and specifications for further details.

For other construction projects (e.g., water transmission lines, sewer collection lines, drainage, roadways, housing rehabilitation) funded under this Contract, temporary signage shall be placed in a prominent location at the construction project site or along a major thoroughfare within the locality.

All signage required shall contain the following:

“This project is funded by the Texas General Land Office of the State of Texas, to provide for disaster recovery and restoration of infrastructure for communities impacted by Hurricane Harvey. The funds have been allocated by the United States Department of Housing and Urban Development through the Community Development Block Grant Program.”

**CERTIFICATE OF INTERESTED PARTIES
FORM 1295**

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

TO FILL OUT FORM 1295:

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

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

For help in filling out the form:

- #1 Name of Business Entity filing the form, and the City, State and Country of the Entity's place of business
- #2 Calhoun County, Texas
(Also, if applicable, insert name of County Department)
- #3 Bid No. 2024.08 – Infrastructure at Little Chocolate Bayou
County Park Playground Improvement Phase 2 Project - GLO
Contract No. 20-085-064-C182

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

#4 Fill in the correct information if this applies

OR

#5 Mark an X in the Box if this applies

#6 Fill in the correct information, submit and print
After printing, the respondent or an authorized agent of the respondent must sign and date (making sure all of #6 is completed)

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY

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

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

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

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

5 Check only if there is NO interested Party.

6 UNSWORN DECLARATION
 My name is _____ and my date of birth is _____
 My address _____
 (street) (city) (state) (zip code) (country)
 I declare under penalty of perjury that the foregoing is true and correct.
 Executed in _____ County, State of _____, on the _____ day of _____, 20____
 (month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Calhoun County, Texas

POLICY OF COMPLIANCE

SECTION 2252.908 TEXAS GOVERNMENT CODE

Approved by Commissioners Court January 28, 2016

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

BACKGROUND

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

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

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

COMPLIANCE

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.

SECTION 504 CERTIFICATION

POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

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

(Name) _____

(Address) _____

City State Zip

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

_____ has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's (HUD) regulations implementing Section 504 (24 CFR Part 8, dated June 2, 1988).

CHILD SUPPORT STATEMENT FOR NEGOTIATED CONTRACTS AND GRANTS

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is eligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

Section 231.006, Family Code, specifies that a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive payments from state funds under a contract to provide property, materials, or services; or receive a state-funded grant or loan.

List below the name and ownership percentage of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application.

NAME	OWNERSHIP BY %

A child support obligor or business entity ineligible to receive payments described above remains ineligible until all arrearage have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.

The undersigned proposer certifies that he or she, is the proposing individual, or the sole proprietor of the proposing business, and is eligible under Section 231.006 of the Texas Family Code, to receive the payments of State funds which may be disbursed in connection with a contract arising from this solicitation. The undersigned each further acknowledges that a contract resulting from this solicitation may be terminated and payment may be withheld if the certification provided herein is found to be inaccurate.

Signature – Company Official

Printed/Type Firm Name

Printed/Typed Name and Title

Date

TRENCH SAFETY SYSTEMS INDEMNITY AGREEMENT

OWNER: **Calhoun County**

CONTRACTOR: _____
(company name)

ENGINEER: **G & W Engineers, Inc., Port Lavaca, Calhoun County, Texas**

PROJECT: **Bid No. 2024.08 – Infrastructure at Little Chocolate Bayou County Park Playground Improvements Phase 2 Project – GLO Contract No. 20-065-064-C182 for Calhoun County, Texas**

CONTRACTOR has entered into a contract with OWNER for the construction of the Project. ENGINEER has designed the Project on behalf of OWNER, but has not designed any trench safety systems for the Project that may be required by applicable federal, state and/or local laws. CONTRACTOR, in its contract with OWNER, has agreed to prepare, and to conform all trenching work to plans for trench safety systems meeting the standards of applicable laws.

CONTRACTOR, as part of its consideration to OWNER for the contract for the construction of the Project, agrees that it will be solely responsible for compliance with its trench safety plans and with all applicable standards of federal, state and/or local laws relating to trench safety.

CONTRACTOR further agrees to hold harmless, indemnify, and defend OWNER and ENGINEER, and all officers, agents and employees of either OWNER or ENGINEER, from and against any and all claims, demands or causes of action of any nature, character or description in connection with the presence, or in any way arising out of, the use or construction of trenches or trench safety systems as part of the Project.

EXECUTED, this _____ day of _____, 20 _____.

CONTRACTOR

By: _____

Officer's Name: _____

Title of Officer: _____

(Contractor's Seal)

OWNER

By: _____

Officer's Name: Richard H. Meyer

Title of Officer: Calhoun County Judge

ENGINEER

By: _____

Engineer's Name: Scott P. Mason, P.E.

Title of Engineer: Project Engineer

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that:

(Name of Contractor or Company)

(Address)

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

and _____
(Name of Surety Company)

(Address)

hereinafter called Surety, are held and firmly bound unto

Calhoun County, Texas

(Name of Recipient)

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

(Recipient's Address)

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

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

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

Bid No. 2024.08 – Infrastructure at Little Chocolate Bayou County Park Playground Improvements Phase 2 Project – GLO Contract No. 20-065-064-C182 for Calhoun County, Texas
(Project Name)

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

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

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

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

ATTEST:

(Principal)

(Principal Secretary) By _____ (s)

(SEAL)

(Witness as to Principal) (Address)

(Address)

ATTEST:

(Surety)

(Witness as to Surety) By _____
(Attorney in Fact)

(Address) (Address)

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

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that:

(Name of Contractor or Company)

(Address)

a _____ hereinafter called Principal, and

(Name of Surety Company)

(Address)

hereinafter called Surety, are held and firmly bound unto

Calhoun County, Texas

(Name of County)

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

(County's Address)

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

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

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

Bid No. 2024.08 – Infrastructure at Little Chocolate Bayou County Park Playground Improvements Phase 2 Project – GLO Contract No. 20-065-064-C182 for Calhoun County, Texas

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

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

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

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

ATTEST: _____
(Principal)

By _____ (s)
(Principal Secretary)

(SEAL)

(Witness as to Principal) (Address)

(Address)

ATTEST: _____
(Surety)

By _____
(Witness as to Surety) (Attorney in Fact)

(Address) (Address)

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

[INSERT Contractor's Liability Insurance]



Texas General Land Office
Community Development Block Grant (CDBG)
Disaster Recovery Program

Code of Federal Regulations
Title 24- Housing and Urban Development

Volume: 1

Date: 2003-04-01

Original Date: 2003-04-01

Title: Section 135.38- Section 3 Clause

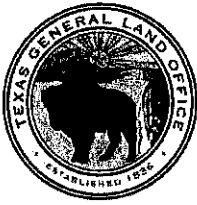
Context: Title 24- Housing and Urban Development. Subtitle B- Relating to Housing and Urban Development . Chapter 1- Office of Assistant Secretary for Equal Opportunity, Department. Part 135 Economic Opportunities for Low-and Very Low-Income Persons. Subpart B- Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.

§ 135.38 Section 3 clause.

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).



Texas General Land Office
Community Development Block Grant (CDBG)
Disaster Recovery Program

[Code of Federal Regulations]
[Title 24, Volume 1]
[Revised as of April 1, 2003]
From the U.S. Government Printing Office via GPO Access
[CITE: 24CFR135.92]
[Page 704-707]

TITLE 24--HOUSING AND URBAN DEVELOPMENT
CHAPTER I--OFFICE OF ASSISTANT SECRETARY FOR EQUAL OPPORTUNITY,
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
PART 135--ECONOMIC OPPORTUNITIES FOR LOW- and VERY LOW-INCOME PERSONS

Table of Contents

Appendix to Part 135

I. EXAMPLES OF EFFORTS TO OFFER TRAINING AND EMPLOYMENT OPPORTUNITIES TO SECTION 3 RESIDENTS

- (1) Entering into ``first source'' hiring agreements with organizations representing Section 3 residents.
- (2) Sponsoring a HUD-certified ``Step-Up'' employment and training program for section 3 residents.
- (3) Establishing training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other section 3 residents in the building trades.
- (4) Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development or developments where category 1 or category 2 persons (as these terms are defined in Sec. 135.34) reside.
- (5) Advertising the training and employment positions by posting flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) in the common areas or other prominent areas of the housing development or developments. For HAs, post such advertising in the housing development or developments where category 1 or category 2 persons reside; for all other recipients, post such advertising in the housing development or developments and transitional housing in the neighborhood or service area of the section 3 covered project.
- (6) Contacting resident councils, resident management corporations, or other resident organizations, where they exist, in the housing development or developments where category 1 or category 2 persons reside, and community organizations in HUD assisted neighborhoods, to request the assistance of these organizations in notifying residents of the training and employment positions to be filled.

- (7) Sponsoring (scheduling, advertising, financing or providing in-kind services) a job informational meeting to be conducted by an HA or contractor representative or representatives at a location in the housing development or developments where category 1 or category 2 persons reside or in the neighborhood or service area of the section 3 covered project.
- (8) Arranging assistance in conducting job interviews and completing job applications for residents of the housing development or developments where category 1 or category 2 persons reside and in the neighborhood or service area in which a section 3 project is located.
[[Page 705]]
- (9) Arranging for a location in the housing development or developments where category 1 persons reside, or the neighborhood or service area of the project, where job applications may be delivered to and collected by a recipient or contractor representative or representatives.
- (10) Conducting job interviews at the housing development or developments where category 1 or category 2 persons reside, or at a location within the neighborhood or service area of the section 3 covered project.
- (11) Contacting agencies administering HUD Youthbuild programs, and requesting their assistance in recruiting HUD Youthbuild program participants for the HA's or contractor's training and employment positions.
- (12) Consulting with State and local agencies administering training programs funded through JTPA or JOBS, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents for the HA's or contractor's training and employment positions.
- (13) Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.
- (14) Employing a job coordinator, or contracting with a business concern that is licensed in the field of job placement (preferably one of the section 3 business concerns identified in part 135), that will undertake, on behalf of the HA, other recipient or contractor, the efforts to match eligible and qualified section 3 residents with the training and employment positions that the HA or contractor intends to fill.
- (15) For an HA, employing section 3 residents directly on either a permanent or a temporary basis to perform work generated by section 3 assistance. (This type of employment is referred to as "force account labor" in HUD's Indian housing regulations. See 24 CFR 905.102, and Sec. 905.201(a)(6).)
- (16) Where there are more qualified section 3 residents than there are positions to be filled, maintaining a file of eligible qualified section 3 residents for future employment positions.
- (17) Undertaking job counseling, education and related programs in association with local educational institutions.
- (18) Undertaking such continued job training efforts as may be necessary to ensure the continued employment of section 3 residents previously hired for employment opportunities.
- (19) After selection of bidders but prior to execution of contracts, incorporating into the contract a negotiated provision for a specific number of public housing or other section 3 residents to be trained or employed on the section 3 covered assistance.
- (20) Coordinating plans and implementation of economic development (e.g., job training and preparation, business development assistance for residents) with the planning for housing and community development.



Texas General Land Office
Community Development Block Grant (CDBG)
Disaster Recovery Program

**NEW HIRES SECTION 3
MONTHLY COMPLIANCE REPORT**

Reporting Month:

Economic Opportunities for Low and Very Low-Income Persons

This form is distributed to the General Contractor (GC) at the Pre-Construction Meeting. GC is also required to provide this form to any subcontractor firms that they anticipate hiring for this project.

CONTRACTOR INFORMATION

Name of Business:

Address of Business:

Authorized Representative for this contract:

Authorized Signatory:

ADDITIONALLY, PLEASE REVIEW AND COMPLY WITH STEPS 1 - 3 BELOW:

1. You must **sign and date** this form for the each applicable reporting month in connection with awarded project and deliver to:

2. When you **hire** a Section 3 resident in connection with this project, you must also complete this form and submit it to the Section 3 Coordinator identified above. Even if there were no **new hires** this form **must be completed and submitted to the Section 3 Coordinator identified above.**

I have not hired any new employees during the reporting Month specified.

I have hired Section 3 employess and/or non-Section 3 employees during the reporting month shown here.

The following is a list of the new hires and the trades:

	New Hire Name	Job Category/Trade	Full-time? Yes or No
1.			<input type="text"/>
2.			<input type="text"/>
3.			<input type="text"/>
4.			<input type="text"/>

I have taken one or more of the following recruitment steps to hire a Section 3 Resident with the highest training and employment priority ranking. **Provide a brief description of actions taken:**

I have taken steps to find a Section 3 Resident in the applicable targeted areas where the project(s)/assistance will take place. **List areas:**

- Placed signs or posters at prominent places in each of the above listed areas. *Photographs were taken to document this action.*

I have advertised to fill vacancy(ies) at the site(s), where work is taking place, in connection with this project.

List advertisements (name publication, e.g. *Work in Texas, Houston Chronicle*, and/or website(s):

- Distributed employment flyers to the administrative office of the local Public Housing Authority.
- Provided notice of positions available to the Texas Workforce Commission for potential applicants. *Provide copy of notice.*
- Contacted employment referrals or Youthbuild Program referrals. **List contacts:**

- Contacted with applicable parties to ensure that any HUD Youthbuild programs currently operating in the project(s) area/ assistance will take place.
- Kept a log of all applicants and indicate the reasons why Section 3 Residents who applied were not hired.
- Retained copies of any employment applications completed by public housing, Section 8 certificate or voucher holders or other Section 3 Residents.
- Sent a notice about Section 3 training and employment requirements and opportunities to labor organizations or to worker representatives with whom our firm has a collective bargaining or other agreement.

3. Verification

- I have attached proof of all checked items.

Authorized Name and Signature

Date/Time Field

Text

Attested By: _____

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Section 3

Economic Opportunity

A Piece of the American Dream

This project is federally funded and Section 3 compliance and reporting applies to all executed prime or sub contracts over \$100,000.

About Section 3

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701j) (as amended), requires that economic opportunities generated by certain HUD financial assistance for housing (including Public and Indian Housing) and community development programs shall, to the greatest extent feasible, be given to low and very low-income persons, particularly those who are recipients of government assistance for housing, and to businesses that provide economic opportunities for these persons.

Other HUD programs covered by Section 3 (to distinguish between HUD Public and Indian housing programs) are those that provide housing or community development assistance for housing rehabilitation, housing construction, or other public construction project.

Who are Section 3 residents?

Public housing residents including persons with disabilities. Low and very low income persons who live in the area where a HUD assisted project is located.

What is a Section 3 Business?

A section 3 business is one:
That is owned by Section 3 residents
Employs Section 3 residents or
Subcontractors with businesses that provide opportunities to low and very low income persons.

Who receives Economic Opportunities under Section 3?

- For training and employment:*
- ✓ persons in public and assisted housing.
 - ✓ persons in the affected project neighborhood.
 - ✓ participants in HUD Youth-habitat programs;
 - ✓ homeless persons.

For contracting:
businesses which fit the definition of a Section 3 business.

How can individuals and businesses find out more about Section 3?

Contact Grantworks at 512-429-0303 ext.334 or Fair Housing and Equal Opportunity representative at your nearest HUD Office.

What am I required to do as a contractor?

- ✓ Submit monthly new hires report (pg7-8)
- ✓ Post any job vacancies at www.workintexas.com
- ✓ Keep a log of all applicants and indicate why
- ✓ Section 3 Residents who applied were not hired
- ✓ Retain copies of any employment applications completed by public housing, Section 8, voucher holders, Section 3 Residents

How to Post Job Vacancies

As required by the GLO Section 3 Policy, all Grantees and contractors receiving DR funding must post all job vacancies with the state's free job matching system – WorkInTexas.com. There are two ways to do this. Self-register with an employer account and post jobs directly online or contact your local Workforce Solutions Office. Staff is available to assist with account registration and/or can post jobs on your behalf at Workintexas.com. **The job title and job description must include the word SEC3.**

More ways to find Section 3 Applicants

- ✓ Advertising in other publications such as newspapers and websites
 - ✓ Placing posters in prominent places in target areas
 - ✓ Distributing flyers to the local Public Housing Authority
- Where can I find my local Workforce Solution Center?
You may search for one here:
http://www.tmc.state.tx.us/directories/directory-offices-services.html?mid=0_072622265&1695678

HUD Compliance and Monitoring?

HUD monitors the performance of recipients and contractors. HUD examines employment and contract records for evidence of actions taken to train and employ Section 3 residents and to award contracts to Section 3 businesses. HUD provides technical assistance to recipients and contractors in order to obtain compliance with Section 3 requirements.

What if it appears that an entity is not complying?

There is a complaint process. Section 3 residents and business concerns may file complaints if they think a violation of Section 3 requirements has occurred within a HUD-funded project's planned or underway. Complaints will be investigated, if appropriate, voluntary resolutions will be sought. There are appeal rights to the Secretary Section 3 residents and businesses may also seek judicial relief.

How can Section 3 businesses or residents complain about a violation of Section 3 requirements?

By filing a complaint in writing to the local HUD FHEC Office or to:

The Assistant Secretary for Fair Housing and Equal Opportunity

U.S. Department of Housing and Urban Development
451 Seventh Street, SW, Room 5100
Washington, DC 20410-2000
1-800-689-9777
1-800-927-9276 (TTY)

www.hud.gov www.espanol.hud.gov

A written complaint should contain:

1. Name and address of the person filing the complaint.
2. Name and address of subject of complaint (HUD recipient or contractor);
3. Description of acts or omissions in alleged violation of Section 3;
4. Statement of corrective actions sought

Public reporting burden for this collection of information is estimated to average 15 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 (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1696), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

GENERAL AFFIRMATIONS

For the purposes of this document, the term "governmental entities" shall have the same meaning as defined in Chapter 2251 of the Texas Government Code.

TO THE EXTENT APPLICABLE, Subrecipient affirms and agrees to the following, without exception:

1. Subrecipient represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Subrecipient nor the firm, corporation, partnership, or institution represented by Subrecipient, or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Contract or any solicitation response upon which this Contract is based to any competitor or any other person engaged in the same line of business as Subrecipient.
2. If the Contract is for services, Subrecipient shall comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts, but for contracts subject to 2 CFR 200, only to the extent such compliance is consistent with 2 CFR 200.319.
3. Under Section 231.006 of the Family Code, the vendor or applicant [Subrecipient] certifies that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate. *[Not applicable to contracts with governmental entities.]*
4. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. Subrecipient certifies it has submitted this information to the GLO. *[Not applicable to contracts with governmental entities.]*
5. If the Contract is for the purchase or lease of computer equipment, as defined by Texas Health and Safety Code Section 361.952(2), Subrecipient certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code, related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in Title 30 Texas Administrative Code Chapter 328.
6. Subrecipient represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
7. Subrecipient agrees that any payments due under the Contract shall be applied towards any debt or delinquency that is owed by Subrecipient to the State of Texas.

8. Upon request of the GLO, Subrecipient shall provide copies of its most recent business continuity and disaster recovery plans.
9. If the Contract is for consulting services governed by Texas Government Code Chapter 2254, Subchapter B, in accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Subrecipient certifies that it does not employ an individual who has been employed by the GLO or another agency at any time during the two years preceding the Subrecipient's submission of its offer to provide consulting services to the GLO or, in the alternative Subrecipient, in its offer to provide consulting services to the GLO, disclosed the following: (i) the nature of the previous employment with the GLO or other state agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.
10. If the Contract is not for architecture, engineering, or construction services, except as otherwise provided by statute, rule, or regulation, Subrecipient must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract. NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY SUBRECIPIENT.
11. If the Contract is for architecture, engineering, or construction services, subject to Texas Government Code Section 2260.002 and Texas Civil Practice and Remedies Code Chapter 114, and except as otherwise provided by statute, rule, or regulation, Subrecipient shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Contract. Except as otherwise provided by statute, rule, or regulation, in accordance with the Texas Civil Practice and Remedies Code, Section 114.005, claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code Section 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)-(d). NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY SUBRECIPIENT.
 - a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if Subrecipient's claim for breach of contract cannot be resolved by the Parties in the ordinary course of business, Subrecipient may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against Subrecipient as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, Subrecipient must provide written notice to the GLO of a claim for breach of the Contract not later than the 180th day after the date of the event giving rise to the claim. The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount Subrecipient seeks as damages; and (3) the legal theory of recovery.
 - b. The chief administrative officer, or if designated in the Contract, another officer of the GLO, shall examine the claim and any counterclaim and negotiate with Subrecipient in an effort to resolve them. The negotiation must begin no later than the 120th day after the

- date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.
- c. If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the Parties shall reduce the agreement or settlement to writing and each Party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a Party's rights under this Contract as to the parts of the claim that are not resolved.
 - d. If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with the GLO, unless the Parties agree in writing to an extension of time, the Parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is Subrecipient's sole and exclusive process for seeking a remedy for an alleged breach of contract by the GLO if the Parties are unable to resolve their disputes as described in this section.
 - e. Nothing in the Contract shall be construed as a waiver of the state's or the GLO's sovereign immunity, or, if applicable, the governmental immunity of Subrecipient. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas or Subrecipient. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas or, if applicable, of Subrecipient under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. The GLO does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract. Subrecipient does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract.
 - f. Except as otherwise provided by statute, rule, or regulation, compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the Subrecipient: (1) filing suit pursuant to Chapter 114 of the Civil Practices and Remedies Code; or (2) initiating a contested case hearing pursuant to Subchapter C of Chapter 2260 of the Texas Government Code.
12. If Chapter 2271 of the Texas Government Code applies to this Contract, Subrecipient verifies that it does not boycott Israel and will not boycott Israel during the term of the Contract.
13. This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Subrecipient understands that all obligations of the GLO under this Contract are subject to the availability of funds. If such funds are not appropriated or become unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.

14. Subrecipient certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.
15. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Subrecipient certifies that it is not (1) the executive head of the GLO, (2) a person who at any time during the four years before the effective date of the Contract was the executive head of the GLO, or (3) a person who employs a current or former executive head of the GLO.
16. Subrecipient represents and warrants that all statements and information prepared and submitted in connection with this Contract are current, complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of this Contract is a material breach of contract and may void the Contract or be grounds for its termination.
17. Pursuant to Section 2155.004(a) of the Texas Government Code, Subrecipient certifies that neither Subrecipient nor any person or entity represented by Subrecipient has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004(b) of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate. This Section does not prohibit Subrecipient from providing free technical assistance.
18. Subrecipient represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
19. In accordance with Section 2252.901 of the Texas Government Code, for the categories of contracts listed in that section, Subrecipient represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the contract. Solely for professional services contracts as described by Chapter 2254 of the Texas Government Code, Subrecipient further represents and warrants that if a former employee of the GLO was employed by Subrecipient within one year of the employee's leaving the GLO, then such employee will not perform services on projects with Subrecipient that the employee worked on while employed by the GLO.
20. The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to any Party.

21. IF THE CONTRACT IS NOT FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT, TO THE EXTENT ALLOWED BY LAW, SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. *[Not applicable to contracts with governmental entities.]*
22. IF THE CONTRACT IS FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT, TO THE EXTENT ALLOWED BY LAW, SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO SUBRECIPIENT'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO SUBRECIPIENT, OR ANY OTHER ENTITY OVER WHICH THE CONTRACTOR EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. *[Not applicable to contracts with governmental entities.]*
23. TO THE EXTENT ALLOWED BY LAW, SUBRECIPIENT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE GLO AND THE STATE OF TEXAS FROM

AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF SUBRECIPIENT PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR SUBRECIPIENT'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY SUBRECIPIENT OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF SUBRECIPIENT'S PERFORMANCE UNDER THE CONTRACT. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. SUBRECIPIENT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, SUBRECIPIENT WILL REIMBURSE THE GLO AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE GLO DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF SUBRECIPIENT OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND SUBRECIPIENT WILL PAY ALL REASONABLE COSTS OF THE GLO'S COUNSEL. *[Not applicable to contracts with governmental entities.]*

24. Subrecipient has disclosed in writing to the GLO all existing or known potential conflicts of interest relative to the performance of the Contract.
25. Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.
26. Subrecipient understands that the GLO will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material related to this Contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government

Code, Subrecipient shall make any information created or exchanged with the State/GLO pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State or the GLO.

27. The person executing this Contract certifies that he/she is duly authorized to execute this Contract on his/her own behalf or on behalf of Subrecipient and legally empowered to contractually bind Subrecipient to the terms and conditions of the Contract and related documents.
28. If the Contract is for architectural or engineering services, pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, Subrecipient shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.
29. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Subrecipient shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards. The GLO may unilaterally amend the Contract to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.
30. Subrecipient certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.
31. Subrecipient expressly acknowledges that funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, Subrecipient represents and warrants to the GLO that any technology provided to the GLO for purchase pursuant to this Contract is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of: providing equivalent access for effective use by both visual and non-visual means; presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this Section, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated

within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans With Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.

32. If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, Subrecipient certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.
33. Pursuant to Section 572.069 of the Texas Government Code, Subrecipient certifies it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for the GLO involving Subrecipient within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.
34. The GLO does not tolerate any type of fraud. GLO policy promotes consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Subrecipient shall report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO's Fraud Reporting hotline at (877) 888-0002.
35. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract and Subrecipient agrees that the Contract can be terminated if Subrecipient knowingly or intentionally fails to comply with a requirement of that subchapter.
36. If Subrecipient, in its performance of the Contract, has access to a state computer system or database, Subrecipient must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO. Subrecipient must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. Subrecipient must verify in writing to the GLO its completion of the cybersecurity training program.
37. Under Section 2155.0061, Texas Government Code, Subrecipient certifies that the entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate. *[Not applicable to contracts with governmental entities.]*
38. Subrecipient certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from Subrecipient's business. Subrecipient acknowledges that such a vaccine or recovery requirement would make Subrecipient ineligible for a state-funded contract.

39. Pursuant to Government Code Section 2274.0102, Subrecipient certifies that neither it nor its parent company, nor any affiliate of Subrecipient or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.
40. If Subrecipient is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Subrecipient verifies that Subrecipient does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Subrecipient does not make that verification, Subrecipient must notify the GLO and state why the verification is not required.
41. If Subrecipient is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Subrecipient verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a "firearm entity" or "firearm trade association" as those terms are defined in Texas Government Code section 2274.001 and (2) will not discriminate during the term of the Contract against a firearm entity or firearm trade association. If Subrecipient does not make that verification, Subrecipient must notify the GLO and state why the verification is not required.
42. If Subrecipient is a "professional sports team" as defined by Texas Occupations Code Section 2004.002, Subrecipient will play the United States national anthem at the beginning of each team sporting event held at Subrecipient's home venue or other venue controlled by Subrecipient for the event. Failure to comply with this obligation constitutes a default of this Contract, and immediately subjects Subrecipient to the penalties for default, such as repayment of money received or ineligibility for additional money. In addition, Subrecipient may be debarred from contracting with the State. The GLO or the Attorney General may strictly enforce this provision.
43. To the extent Section 552.371 of the Texas Government Code applies to Subrecipient and the Contract, in accordance with Section 552.372 of the Texas Government Code, Subrecipient must (a) preserve all contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO for the duration of the Contract, (b) no later than the tenth business day after the date of the GLO's request, provide to the GLO any contracting information related to the Contract that is in Subrecipient's custody or possession, and (c) on termination or expiration of the Contract, either (i) provide to the GLO at no cost all contracting information related to the Contract that is in Subrecipient's custody or possession or (ii) preserve the contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the Contract and Subrecipient agrees that the Contract may be terminated if Subrecipient knowingly or intentionally fails to comply with a requirement of that subchapter.
44. If the Contract is for consulting services governed by Chapter 2254 of the Texas Government Code, Subrecipient, upon completion of the Contract, must give the GLO a compilation, in a

digital medium agreed to by the Parties, of all documents, films, recordings, or reports Subrecipient compiled in connection with its performance under the Contract.

ATTORNEY'S REVIEW CERTIFICATION

**Bid No. 2024.08 – Infrastructure at Little Chocolate Bayou County Park
Playground Improvements Phase 2 Project – GLO Contract No. 20-065-064-C182
for Calhoun County, Texas**

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

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

Attorney's signature: _____ Date: _____

Print Attorney's Name: _____

Texas State Bar Number: _____

CONTRACTOR'S FINAL PAYMENT AFFIDAVIT

County: Calhoun County, Texas

CDBG-MIT No: 20-065-064-C182

Contractor: _____

Date: _____

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared _____, who being duly sworn, on oath, says that he is a duly authorized representative of _____ Contractor, and that all terms of the Contract for the completion of certain public works described as **Bid No. 2024.08 – Infrastructure at Little Chocolate Bayou County Park Playground Improvements Phase 2 Project – GLO Contract No. 20-065-064-C182 for Calhoun County, Texas** have been satisfactorily completed and that ALL sums of money for payrolls, bills for material and equipment, and other indebtedness connected with the Work for the Owner or its property might in any way be responsible to the best of my knowledge and belief, have been paid or will be paid or otherwise satisfied within thirty days after receipt of final payment from the Owner, or within the period of time required by Article 601f, Vernon's Civil Statutes. Payments not made in full at the time of this affidavit are listed below.

FINAL PAYMENTS pending as of this date hereof are: _____ None Pending _____ As Listed Below

Individual or Co. Name	Mailing Address	Amount Owed

Signature

Title

Affidavit must be signed by an individual owner or partner in partnership, or by a person authorized by by-laws or Board of Directors to sign for a corporation. If Contractor is a joint venture or partnership of individuals, either may sign, but if a joint venture in which a corporation is a party, separate affidavits must be executed by each corporation and by each individual owner or partnership. In the event subcontractors, laborers, or material suppliers have not been paid in full, the Contractor shall list here on the amount owed and the name and address of each subcontractor, laborer, or material supplier to whom such payment is owed.

Sworn and Subscribed before me this, the _____ day of _____, 20____.

(SEAL)
Notary Public in and for _____
County, Texas

TECHNICAL SPECIFICATIONS
FOR THE
BID NUMBER 2024.08
**INFRASTRUCTURE AT LITTLE CHOCOLATE BAYOU
COUNTY PARK PLAYGROUND IMPROVEMENTS
PHASE 2 PROJECT**

FOR
CALHOUN COUNTY, TEXAS

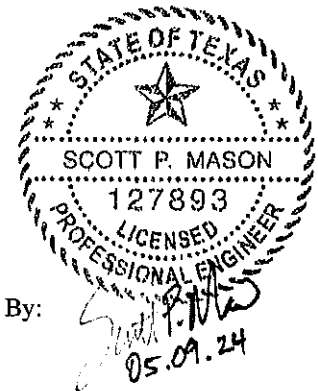
WEST AUSTIN STREET
PORT LAVACA, TEXAS

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

MAY 2024

This project is funded by the Texas General Land Office of the State of Texas, to provide for disaster recovery and restoration of infrastructure for communities impacted by Hurricane Harvey. The funds have been allocated by the United States Department of Housing and Urban Development through the Community Development Block Grant Disaster Relief Program

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



Approved By:

G & W Engineers, Inc.
Texas Registered Engineering Firm F-04188
Project No. 5310.011e

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

TABLE OF CONTENTS

TECHNICAL SPECIFICATIONS:

DIVISION 1 - GENERAL REQUIREMENTS:

01025	Application for Payment Requirements
01340	Shop Drawings, Product Data, and Samples
01410	Inspection, Testing, and Guarantee
01500	Temporary Facilities
01525	Trench Excavation Safety Requirements
01700	Contract Closeout Requirements

DIVISION 2 - SITE WORK:

02050	Demolition
02111	Clearing, Rough Grading, Compaction and Finish Grading
02220	Structural Earthwork
02512	Asphaltic Concrete Pavement
02845	Site Signage

DIVISION 3 - CONCRETE:

03100	Concrete Formwork
03200	Concrete Reinforcement
03300	Cast-In-Place Concrete
03342	Finishing, Quality Control, Tolerances

END OF TABLE

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01025 - APPLICATION FOR PAYMENT REQUIREMENTS

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

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

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

CONTRACTOR'S CONDITIONAL WAIVER AND RELEASE
ON PROGRESS PAYMENT

THE STATE OF TEXAS §
COUNTY OF _____ §

Project: **BID NUMBER 2024.08 – INFRASTRUCTURE AT LITTLE CHOCOLATE BAYOU
COUNTY PARK PLAYGROUND IMPROVEMENTS PHASE 2 PROJECT
FOR CALHOUN COUNTY, TEXAS**

Job No. **5310.011e**

On receipt by the signer of this document of a check from **CALHOUN COUNTY** (*maker of check*) in the sum of \$ _____ payable to _____ (*payee or payees of check*) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property or easements of **CALHOUN COUNTY** (*owner*) located at Magnolia Beach – Ocean Drive, Port Lavaca, Texas to the following extent: **BID NUMBER 2024.08 - INFRASTRUCTURE AT LITTLE CHOCOLATE BAYOU COUNTY PARK PLAYGROUND IMPROVEMENTS PHASE 2 PROJECT FOR CALHOUN COUNTY, TEXAS** (*job description*).

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

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

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

(CONTRACTOR'S NAME)

Signed By: _____

Print Name: _____

Title: _____

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

Notary Public, State of Texas

SUBCONTRACTOR'S CONDITIONAL WAIVER AND RELEASE
ON PROGRESS PAYMENT

THE STATE OF TEXAS §
COUNTY OF _____ §

Project: **BID NUMBER 2024.08 - INFRASTRUCTURE AT LITTLE CHOCOLATE BAYOU
COUNTY PARK PLAYGROUND IMPROVEMENTS PHASE 2 PROJECT
FOR CALHOUN COUNTY, TEXAS**

Job No. **5310.011e**

On receipt by the signer of this document of a check from _____ (*maker of check*) in the sum of \$ _____ payable to _____ (*payee or payees of check*) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property or easement of **CALHOUN COUNTY** (*owner*) located at Magnolia Beach – Ocean Drive, Port Lavaca, Texas (location) to the following extent **BID NUMBER 2024.08 - INFRASTRUCTURE AT LITTLE CHOCOLATE BAYOU COUNTY PARK PLAYGROUND IMPROVEMENTS PHASE 2** **FOR CALHOUN COUNTY, TEXAS** (*job description*).

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

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

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

(SUBCONTRACTOR'S NAME)

Signed By: _____

Print Name: _____

Title: _____

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

Notary Public, State of Texas

END OF SECTION

01025-5

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01340 - SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

.01 GENERAL:

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

.02 CONTRACTOR RESPONSIBILITIES:

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

.03 ENGINEER'S DUTIES:

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

.04 PREPARATION REQUIREMENTS:

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

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

.05 SUBMISSION REQUIREMENTS:

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

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

.06 RESUBMISSION REQUIREMENTS:

a. Shop Drawings:

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

b. Product Data and Samples:

Submit new data and samples as required for initial submission.

.07 DISTRIBUTION AFTER REVIEW:

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

END OF SECTION

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01410 - INSPECTION, TESTING AND GUARANTEE

.01 GENERAL:

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

.02 INSPECTION:

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

.03 TESTING:

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

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

.04 GUARANTEE:

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

END OF SECTION

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01500 - TEMPORARY FACILITIES

.01 FIELD OFFICE:

If CONTRACTOR is required (or is so inclined) to provide a Temporary Field Office, said office shall be placed, unless otherwise approved in writing, at a site selected by CONTRACTOR and approved by ENGINEER. The building shall be weatherproof and be provided with doors and locks, electric illumination and adequate ventilation. The floor of the building shall be raised above the ground. A complete set of Contract Drawings and Specifications shall be kept in the temporary office throughout the construction period and shall be accessible for use by OWNER and ENGINEER. The building shall be maintained in a clean condition throughout the Contract period and shall be removed from the site upon completion of all Work.

.02 SANITARY FACILITIES:

CONTRACTOR shall make all arrangements and furnish all materials required to obtain any needed sanitary facilities and to satisfy the requirements of local or state health authorities, ordinances, and laws.

.03 STORAGE OF MATERIALS:

- a. No materials shall be stored nor shall any equipment be parked on adjacent property without the expressed consent of owner of the property concerned.
- b. Secure and watertight storage facilities of suitable size with floors raised above the ground shall be provided for materials liable to damage from exposure to the weather. Other materials shall be stored on blocks off the ground. Materials shall be so placed as to permit easy access for inspection and identification. Any material which has deteriorated, become damaged, or otherwise unfit for use, shall not be used in the Work, and shall be immediately removed from the site by CONTRACTOR. Upon completion of all Work or when directed, CONTRACTOR shall remove storage facilities from the site.

.04 TEMPORARY UTILITIES:

CONTRACTOR shall arrange for and secure all temporary connections for water, electricity, gas and other services needed by him for the proper execution of his operations. Costs for these services shall be paid for by CONTRACTOR.

.05 BARRICADES AND WARNINGS:

- a. The safety of the public shall of primary importance during construction. In all respects provisions for public safety shall be CONTRACTOR's responsibility.
- b. Should conditions be such that the public safety is involved, the Contractor shall provide warning lights which shall be kept burning between the hours of sunset and sunrise. Barricades and warnings shall be in accordance with Item 502, "Barricades, Signs and Traffic Handling" of the Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, as adopted by the Texas Department of Transportation (November 2014 edition).

END OF SECTION

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01525 - TRENCH EXCAVATION SAFETY REQUIREMENTS

.01 GENERAL:

This Specification shall govern all the Work under the Contract related to trench excavations which will exceed a depth of five feet.

.02 REFERENCES:

- a. For all excavation of trenches which will exceed a depth of five feet, CONTRACTOR's trench excavation safety procedures shall in all respects meet the current standards established by the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) on excavation, trenching and shoring, including, but not limited to, (Subpart P, Part 1926), of the Code of Federal Regulations, all of which are incorporated herein by reference.
- b. Document No. 00220 - Geotechnical Data (Soil Report) of these Specifications contains information pertaining to trench safety considerations.

.03 RESPONSIBILITY:

CONTRACTOR has the sole and exclusive responsibility for the sufficiency of the trench excavation safety systems utilized. CONTRACTOR shall specifically agree that neither OWNER nor ENGINEER has such responsibility, and CONTRACTOR will not rely on OWNER or ENGINEER or any of their representatives for inspection, design, supervision, construction or any other aspect of trench excavation safety protection.

CONTRACTOR and its sureties shall defend, indemnify and hold harmless OWNER and its officers, agents, and employees from all suits, actions, or claims of any character, name and description including attorneys' fees and expenses brought for any injuries to persons or damages to property in connection with the negligence of CONTRACTOR in the inspection, design, engineering, supervision, construction, safety devices or other activity connected with the trench excavation safety protection under this Agreement. So much of the money due CONTRACTOR under this Contract as shall be considered necessary by OWNER may be retained for the use of OWNER, or in case no money is due, the sureties shall be held, until all suits, actions, and claims shall have been settled and satisfactory evidence to that effect furnished OWNER. CONTRACTOR and its sureties expressly agree to defend, indemnify and hold harmless OWNER, its officers, agents, and employees in accordance with this clause regardless of whether the injury or damage is caused in whole or in part by the acts, or omissions, including negligence, of OWNER or its officers, agents or employees or any condition of the OWNER's property. CONTRACTOR shall, at his own expense, investigate all such claims and demands, attend to their settlement or other disposition, defend all actions based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claims, demands, and actions.

END OF SECTION

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01700 -CONTRACT CLOSEOUT REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

- f. Final Application for Payment.

CONTRACTOR'S GUARANTEE

I, _____, being _____ of _____ (hereinafter called "CONTRACTOR"), do hereby make the following statements to CALHOUN COUNTY (hereinafter called "OWNER") in relation to the completed project known as **BID NUMBER 2024.08 - INFRASTRUCTURE AT LITTLE CHOCOLATE BAYOU COUNTY PARK PLAYGROUND IMPROVEMENTS PHASE 2 PROJECT FOR CALHOUN COUNTY, TEXAS.**

I guarantee...

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

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

That no injury will occur from proper and usual wear,

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

I agree...

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

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

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

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

(CONTRACTOR)

Signed By: _____

Print Name/Title: _____

Date: _____

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

THE STATE OF TEXAS §
COUNTY OF _____ §

Project: **BID NUMBER 2024.08 - INFRASTRUCTURE AT LITTLE
 CHOCOLATE BAYOU COUNTY PARK PLAYGROUND
 IMPROVEMENTS PHASE 2 PROJECT
 FOR CALHOUN COUNTY, TEXAS.**

Job No. 5310.11e

On receipt by the signer of this document of a check from **CALHOUN COUNTY** (*maker of check*) in the sum of \$ _____ payable to _____ (*payee or payees of check*) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property or easements of **CALHOUN COUNTY** (*owner*) located at Magnolia Beach – Ocean Drive, Port Lavaca, Texas (*location*) to the following extent: **BID NUMBER 2024.08 - INFRASTRUCTURE AT LITTLE CHOCOLATE BAYOU COUNTY PARK PLAYGROUND IMPROVEMENTS PHASE 2 PROJECT FOR CALHOUN COUNTY, TEXAS.** (*job description*).

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

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

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

(CONTRACTOR)

Signed By: _____

Print Name: _____

Title: _____

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

Notary Public, State of Texas

My Commission Expires: _____

(SUBCONTRACTOR)

Signed By: _____

Print Name: _____

Title: _____

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

Notary Public, State of Texas

My Commission Expires: _____

**END OF SECTION
END OF DIVISION**

DIVISION 2 - SITE WORK

SECTION 02505 - GRAVEL SURFACED AREAS

.01 GENERAL:

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

.02 MATERIALS:

Surface material for the area shall be crushed stone or crushed or uncrushed gravel mixed with approved binder and shall be Type A or B, Grade 2 material conforming to Item 247, "Flexible Base" of the Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, as adopted by the Texas Department of Transportation (November 2014 edition).

.03 CONSTRUCTION METHODS:

- a. Entire area to be surfaced shall be stripped in accordance with Section 02110 - Clearing and Finish Grading of these Specifications.
- b. Cut and fill as required to bring stripped surface to appropriate subgrade to accept surface material. All fill material shall be approved by ENGINEER. Compact entire area over which surface material is to be placed by sheep-foot rollers or other approved method to provide a uniform compaction of 95% modified density in accordance with ASTM Standard 1557.
- c. Surface material deposited upon subgrade shall be spread and shaped the same day. Surface material shall be deposited, mixed and shaped in such a manner as to prevent "nests" of segregated coarse or fine material. Thickness of the finished surface material shall be not less than eight inches (8") compacted in place. Material shall be compacted by approved methods to obtain uniform compaction of 95% modified density. Material shall be watered or dried to provide a moisture content between optimum moisture and five percent (5%) above optimum moisture during compaction process. Finished surface shall be a smooth, graded surface satisfactory to ENGINEER and shall transition to existing surrounding surface elevations.

END OF SECTION

DIVISION 2 - SITE WORK

SECTION 02111 – CLEARING, ROUGH GRADING, COMPACTION AND FINISH GRADING

.01 GENERAL:

The Work covered under this section of the Specifications shall include furnishing all labor, materials and equipment and performing all operations necessary to complete all clearing and grubbing, disposal of surplus materials, rough grading, compaction of embankments, finish grading, and the performance of all other miscellaneous sitework operations required to complete the project as shown on the drawings and specified herein.

.02 SITE CLEARING:

- a. Clearing: All areas of new construction shall be cleared of all brush, weeds, rubbish, wire, debris and all other objectional matter to a line five (5) feet outside the proposed Work.
- b. Stripping: Remove all topsoil and organic materials within areas to be excavated and/or areas to receive embankment, for a depth of at least six (6) inches, or until bottom of existing topsoil layer is reached. Topsoil material shall be stockpiled separately and spread at locations and finished to grade.
- c. Grubbing: Remove all stumps, roots, etc., within the areas to be excavated to a depth of at least one (1) foot below the existing ground surface. In areas to receive embankment, remove all stumps, roots, etc., to a depth of at least one (1) foot below the existing ground surface. All holes remaining after clearing and grubbing shall be backfilled and the entire area bladed to prevent ponding of water and to provide drainage, unless otherwise directed.

.03 PROCESSING OF CLEARED, STRIPPED AND GRUBBED MATERIAL:

- a. Stockpiling: Excavated material which is to be used for backfilling and grading may be deposited in storage piles at points convenient for rehandling. Location of storage piles shall not endanger the Work, obstruct roads and driveways, or restrict drainage channels, and will be acceptable to ENGINEER. Topsoil to be used for finish grading shall be stockpiled separately from other materials.
- b. Disposal of Excess and Unsuitable Materials: All suitable excavated materials in excess of that needed in the formation of embankments shall be disposed of at designated spoil disposal areas within the limits of the project. Material shall be placed in a uniform layer not to exceed twelve (12) inches thick over the entire designated area, graded and shaped to drain. Unsuitable unclassified excavation

shall be known as "waste" and shall be disposed of by CONTRACTOR. The waste shall be disposed of in such manner as to not create a public nuisance, and disposal shall conform to State laws. CONTRACTOR may not utilize any public rights-of-way or public lands for waste disposal.

.04 ROUGH GRADING AND COMPACTION:

a. Material

Furnish approved material capable of forming stable fill from required excavation within the agreed mitigation ponding area.

b. Construction

Backfill tree-stump holes or other minor excavations with approved material and tamp. Restore the ground surface, including any material disked loose or washed out, to its original slope. Compact the ground surface by sprinkling in accordance with the current TxDOT Item 204, "Sprinkling," and by rolling using equipment complying with the current TxDOT Item 210, "Rolling," when directed.

Scarify and loosen the unpaved surface areas, except rock, to a depth of at least 6 inches, unless otherwise shown on the plans. Bench slopes before placing material. Begin placement of material at the toe of slopes. Do not place trees, stumps, roots, vegetation, or other objectionable material in the embankment. Simultaneously re-compact scarified material with the placed embankment material. Do not exceed the layer depth specified in "Compaction" herein.

Earth fill is mainly composed of material other than rock. Construct fill in successive layers, evenly distributing materials in lengths suited for sprinkling and rolling. Construct the fill in layers approximately parallel to the finished grade for the full width of the area, unless otherwise shown on the plans. Construct the fill to the grades shown on the plans. Ensure that each section of the fill conforms to the detailed sections or slopes, if any.

Move the material dumped in piles or windrows by blading or by similar methods and incorporate it into uniform layers. Featheredge or mix abutting layers of dissimilar material for at least 100 ft. to ensure there are no abrupt changes in the material. Break down clods or lumps of material and mix embankment until a uniform material is attained. Apply water free of industrial wastes and other objectionable matter to achieve the uniform moisture content specified for compaction. Roll and sprinkle each layer in accordance with "Compaction" herein.

c. **Compaction**

Compaction of the material shall be provided by sheep-foot rollers or other approved method. Begin rolling longitudinally at the sides and proceed toward the center, overlapping on successive trips by at least 1/2 the width of the roller. Alternate roller trips to attain slightly different lengths. Do not allow the loose depth of any layer to exceed 8 inches, unless otherwise approved.

Provide a uniform compaction of 95% modified density in accordance with ASTM Standard 1557 at a moisture content between optimum moisture and five (5) percent above optimum moisture.

.05 FINISH GRADING:

- a. Grade all areas indicated on drawings or as required to suit construction operations.
- b. Grading shall be carefully finished at elevations shown against building and other structures.
- c. In ungraded areas, backfill shall be placed around outside of structures to approximate level of adjacent ground but modified to assure positive drainage away from structures.
- d. A qualified engineer shall set lines, batterboards and grades.
- e. Grading changes shall be even between indicated finish elevations and contours, without sharp breaks, low spots, etc., to provide positive drainage.

.06 UNDERGROUND UTILITIES:

Determine location of underground utilities before doing any excavation work. If a live utility line is damaged, the proper utility shall be notified immediately for required action. CONTRACTOR is responsible for repair to the line, at no cost to OWNER.

.07 CLEANUP:

Prior to final acceptance of the complete project, CONTRACTOR shall remove all tools, scaffolding, temporary structures and debris from the site and areas of the Work. Any washes, ruts or other depressions that have occurred shall be leveled to give all areas where the Work was accomplished a smooth finish and neat appearance.

END OF SECTION

DIVISION 2 - SITE WORK

SECTION 02220 - STRUCTURAL EARTHWORK

.01 GENERAL:

This Work includes furnishing all plant, labor, equipment and materials, and performing of all operations required for proper completion of excavation, backfill, stripping, shoring and bracing as required, dewatering of excavations as required, rough and finish grading, compacting, and disposal of surplus earth, together with all other miscellaneous site work and earthwork operations required to complete the project as shown on drawings and specified herein.

.02 PROTECTION OF EXISTING FACILITIES:

Prior to any operations, existing facilities and/or permanent objects including trees and shrubs shall be adequately protected. Any costs resulting from damage to any property due to negligence and/or lack of adequate protection shall be borne by CONTRACTOR.

.03 EXCAVATION:

- a. General: Excavation shall be unclassified and includes removal of all types of materials encountered without exception. Make all excavation to lines and grades indicated on drawings. Completed excavations shall be within tolerances hereinafter specified.
- b. Shoring, Bracing and Dewatering: All shoring, bracing and dewatering of excavations required to properly and safely complete the Work as shown on the drawings, shall be provided by CONTRACTOR. Shoring and bracing shall be provided as required to prevent the excavation from extending beyond the specified or indicated limits and as required to protect workmen. Excavations shall be kept dewatered while construction therein is in progress. Shoring, bracing and sheeting shall be removed as the excavations are backfilled in a manner to prevent injurious caving.
- c. Excavation for Structures: Excavation shall extend sufficient distance from walls, beams and footings to allow for placing and removing forms, installation of facilities and for inspection. No excavation shall be made outside vertical plane three (3) feet beyond footing, beam or wall line, except where specified or shown otherwise on drawings, and no excavation shall be made beyond the lines indicated on drawings. Excavation for slabs, beams or footings that bear on earth shall not be carried below elevation indicated; if carried below indicated elevation, thickness of footing or height of wall shall be increased as directed. Perform excavation of last four (4) inches of material to grade for bottom of slabs, beams or footings immediately prior to placing compacted sand beds or other base

material. Protect open excavations from excessive rainfalls or drying. After completion of excavation and prior to commencement of the Work on structure, excavation will be inspected to insure that suitable foundation surfaces have been reached and that surfaces have been properly prepared to receive concrete walls, piers, slabs or other parts of structure.

- d. Stockpiling: Excavated material which is to be used for backfilling and grading may be deposited in storage piles at points convenient for rehandling. Location of storage piles shall not endanger the Work, obstruct roads and driveways, or restrict drainage channels, and will be acceptable to ENGINEER. Topsoil to be used for finish grading shall be stockpiled separately from other materials.
- e. Disposal of Excess and Unsuitable Materials: All suitable excavated materials in excess of that needed in the formation of embankments shall be disposed of at designated spoil disposal areas within the limits of the project. Material shall be placed in a uniform layer not to exceed twelve (12) inches thick over the entire designated area, graded and shaped to drain. Unsuitable unclassified excavation shall be known as "waste" and shall be disposed of by CONTRACTOR.

.04 FILL AND BACKFILL:

- a. General: Complete fill and backfill to lines and grades indicated on drawings or elsewhere specified. Fill and backfill shall conform to requirements specified herein. Suspend backfill operations in field during times of inclement weather or other unsatisfactory conditions when desired results cannot be obtained.
- b. Use of Excavated Materials: Suitable materials from the excavation may be used as fill and backfill except where select materials are indicated on drawings or herein specified. Any objectionable material which may be encountered, such as peat, silt, muck, topsoil, organic materials, debris or other extraneous material, will be rejected.
- c. Sand Beds: Under slabs shall be a clean bank sand suited to purpose and obtained from an approved off-site source. Material shall be free of clay lumps or other foreign material, plasticity index shall not exceed 3.0 and not more than 10% of the material by weight shall pass the 200-mesh sieve.
- d. Backfill at Structures: Place backfill as far as practicable as the Work progresses. Remove forms, shoring, bracing, etc., before backfilling is started. No backfill shall be placed against concrete until directed. Take care to prevent wedging action of backfill against a structure. Step slopes bounding excavation or serrate to prevent such wedge action. Place backfill in successive horizontal layers of not more than eight (8) inches when rolling equipment is used and not more than four (4) inches when mechanical hand tampers are used.
- e. Cement Stabilized Material: Material for Cement Stabilized Backfill, where designated, shall be in accordance with the requirements of Item 275, "Cement

Treatment (Road-Mixed)" of the Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, as adopted by the Texas Department of Transportation (November 2014 edition).

.05 COMPACTION:

- a. General: Place all fill and backfill in uniform layers not to exceed 8" and compact to 95% of Standard Density (ASTM D 698) at not less than 100% of optimum moisture content. Methods to secure the optimum moisture content shall be CONTRACTOR's responsibility and shall be such that uniform density will be obtained over entire area and depth of material being compacted. Fill material shall be thoroughly broken up before being spread into uniform layers.
- b. Compaction Equipment: Compaction equipment shall conform to the requirements of Item 210, "Rolling" of the Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, as adopted by the Texas Department of Transportation (November 2014 edition).

END OF SECTION

DIVISION 2 - SITEWORK

SECTION 02512 - ASPHALTIC CONCRETE PAVEMENT

.01 GENERAL:

This Work includes the furnishing of all plant, labor, equipment and materials and performing all operations required for the placement of asphaltic concrete pavement as indicated on the Contract Drawings and specified herein.

All work shall comply with the applicable sections of the "Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges", as adopted by the Texas Department of Transportation (Nov. 2014 edition).

.02 MATERIALS:

- a. Sub-base - Where indicated on the plans, all subbase for asphaltic concrete pavement shall be stabilized to the depth indicated on the drawings with a percent by weight additive, and shall be confirmed by laboratory tests for application material and percentage to ensure that additive will reduce the plasticity index to less than fifteen (15). Cost associated with this testing to be borne on contractor.
- b. Base - Flexible base material shall be Type A, Grade 1 crushed stone as specified in Item 247, "Flexible Base" of the Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, as adopted by the Texas Department of Transportation (Nov. 2014 edition). Material shall be deposited, mixed and shaped to provide a uniform mixture without segregation of fine and course material.

Where base material is added to existing base and then cement stabilized where shown on the plans as "Reclaimed Base," the flexible base material may be Type A, Grade 2 crushed stone.

- c. Reclaimed Base - Where indicated on the plans, the base for asphaltic concrete pavement shall consist of a reclamation of the existing base material, combined with additional base material as specified herein, as needed, to achieve a minimum 8" of base and a minimum 4" crown, or as otherwise indicated on the drawings. After scarifying an 5-6" depth of the existing base, existing asphalt and any additional base, Portland cement shall be mixed at a rate of 5% by dry weight in accordance with TxDOT Item 275. Mixing of the cement and compaction should be performed as soon as possible before hydration of the cement occurs. The mixture shall be compacted to a minimum of 95% of the modified proctor maximum dry density at optimum moisture content.

- d. Asphalt – as specified in Item 300, "Asphalts, Oils, and Emulsions" of the Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, as adopted by the Texas Department of Transportation (Nov. 2014 edition).

Prime coat/Underseal: RC-250 Cut-Back Asphalt
2nd course: AC-15P or CRS-2P

- e. Seal-coat

1st course: Type PB, Grade 3
2nd course: Type PB, Grade 4 (if applicable)

- f. Hot-Mix Asphaltic Concrete Pavement

Hot-Mix application aggregate shall conform to the applicable requirements as defined in Item 340, "Dense-Graded Hot-Mix Asphalt (Method)" of the Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, as adopted by the Texas Department of Transportation (Nov. 2014 edition).

The asphaltic concrete pavement shall consist of a Type D Hot-Mix asphaltic concrete with a mat thickness of not less than 3 inches after compaction conforming to the applicable requirements of Item 340, "Dense-Graded Hot-Mix Asphalt (Method)" of the Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, as adopted by the Texas Department of Transportation (Nov. 2014 edition).

.03 INSTALLATION:

- a. Subbase

Stabilization of subbase shall conform to Items 260, 265 or 275 of the Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, as adopted by the Texas Department of Transportation (Nov. 2014 edition). Compaction of subbase material shall be provided by sheep-foot rollers or other approved methods to provide a uniform compaction of 95% modified density in accordance with ASTM Standard 1557 at a moisture content within two (2) percent of the optimum moisture content.

- b. Base

Flexible base material deposited upon the subgrade shall be spread and shaped the same day. Flexible base material shall be deposited, mixed and shaped in such a manner to prevent "nests" of segregated coarse or fine material. Thickness of the base material shall be not less than eight (8) inches compacted in place. Material shall be compacted by approved methods to obtain a uniform compaction of 95% modified density and a smooth, graded surface satisfactory to ENGINEER. Base

Material shall be watered or dried to provide a moisture content between optimum moisture and five (5) percent above optimum moisture during the compaction process.

c. Primer/Underseal Coat

Before the application of primer coat, the surface of flexible base shall be cleaned by sweeping or other approved methods. **Primer coat shall be applied when, in the opinion of ENGINEER, the base is thoroughly dry and satisfactory to receive prime coat.** Asphaltic material for primer/underseal coat shall be applied at a rate of 0.25 gallons per square yard.

d. Sealcoat – shall be constructed in accordance with the applicable requirements of Item 316, “Surface Treatment,” of the Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, as adopted by the Texas Department of Transportation (Nov. 2014 edition).

Asphaltic material for the seal coat shall be applied at a rate of 0.35 gallons per square yard with 1 CY per 85 SY of aggregate for first course and 0.30 gallons per square yard with 1 CY per 110 SY of aggregate for second course.

e. Asphaltic concrete (Hot-mix)

1. Tack coat – apply a tack coat to seal coat prior to placement of asphaltic concrete.

2. Placement

The asphaltic concrete mixture, which has been heated and prepared as specified, shall be hauled to the project in tight vehicles previously cleaned of foreign material. The mixture shall be at a temperature between 300°F and 350°F when laid. ENGINEER shall determine the lowest acceptable temperature; a variance of 30°F upward shall be allowed. CONTRACTOR shall spread the material into place with approved mechanical finishing machine of screening or tamping type. A track-mounted finish machine shall be used to place the base course directly on an earth subgrade.

2. Surface Course Material

A surface course 2 inches or less in thickness may be spread in one lift. Lifts shall be spread in such a manner that when compacted, the finished course is smooth, of uniform density and to section, line and grade as shown on the Drawings.

3. Laying in Restricted Areas

If use of a paver is impractical, asphalt surface courses may be spread and

finished by hand. Wood or steel forms may be used rigidly supported to assure correct grade and cross section. Materials shall be carefully placed to avoid segregation of the mix. Broadcasting of the material shall not be permitted. Any lumps that do not break down readily shall be removed.

4. Rolling

Rolling shall begin while pavement is still hot and as soon as it will bear the roller without undue displacement or hair cracking. To prevent adhesion of surface mixture to the roller, CONTRACTOR shall keep the wheels properly moistened with water. Excessive use of water shall not be permitted.

The surface shall be compressed thoroughly and uniformly, first with power-driven, three-wheel, or tandem rollers weighing from 8 to 10 tons. Subsequent compression shall be obtained by starting at the side and rolling longitudinally toward the center of the pavement, overlapping on successive trips by at least one-half width of the rear wheels. Alternate trips shall be made slightly different in length. Rolling shall continue until no further compression can be obtained and rolling marks are eliminated.

A tandem roller shall be used for the final rolling. Double coverage with an approved pneumatic roller on asphaltic concrete surface shall be acceptable after flat wheel and tandem rolling has been completed.

5. Hand Tamping

Along walls, curbs, headers and similar structures, and in locations not accessible to rollers, the mixture shall be compacted thoroughly with a vibrating plate compactor.

6. Density

CONTRACTOR shall compact the surface course to a density not less than 95 percent of the maximum possible density of a voidless mixture composed of the same materials in like proportions. If, during the construction, the results of density tests show that the compacted surface course has a density less than 95 percent, additional rolling with a three-wheel or pneumatic roller shall be required. Such rolling shall be done before the mix cools.

7. Surface Tests

The completed surface when tested with a 16-foot straightedge laid parallel to the centerline of the pavement shall show no deviation in excess of 1/16 inch per foot from the nearest point of contact. The maximum ordinate measured from the face of straightedge shall not exceed 1/4 inch at any point. CONTRACTOR shall furnish approved templates for checking subgrade in finished sections. The strength and rigidity of templates shall be such that if a support is transferred to center, no deflection in excess of 1/8 inch will be observed.

8. Construction Joints

CONTRACTOR shall place courses as nearly continuously as possible. The roller shall pass over unprotected ends of freshly laid mixture only when the mixture has become chilled. When work is resumed, the laid materials shall be cut back to produce a slightly beveled edge for the full thickness of the course. Old material which has been cut away shall be removed and the new mix shall be laid against the fresh cut.

9. Defective Pavement

CONTRACTOR shall recompact pavement sections not meeting specified densities or replace them with new asphaltic concrete material. CONTRACTOR shall replace them with new material sections or surface course pavement not meeting surface test requirements or having an unacceptable surface texture. Asphalt pavement sections shall be patched in accordance with procedures established by the Asphalt Institute. Asphalt pavement sections which do not meet the specifications shall be replaced at no additional cost to OWNER.

10. Acceptance

Cores may be taken from finished hot-mix asphaltic concrete. Acceptance for pavement shall be governed by quality and thickness of cores if requested by the ENGINEER.

END OF SECTION

02512-5

DIVISION 2 - SITE WORK

SECTION 02845 - SITE SIGNAGE

01. TEMPORARY PROJECT SIGNAGE:

All CDBG-DR construction projects utilizing CDBG-DR funding must have temporary signage. CONTRACTOR shall furnish and erect temporary signage in a prominent location at the construction project site or along a major thoroughfare within the locality that is not blocked or obscured; and is legible from at least three (3) feet of distance. A photo must be submitted to ENGINEER.

Required Text:

This project is funded by the Texas General Land Office of the State of Texas, to provide for disaster recovery and restoration of infrastructure for communities impacted by Hurricane Harvey. The funds have been allocated by the United States Department of Housing and Urban Development through the Community Development Block Grant Disaster Relief Program.

.02 PERMANENT SIGNAGE:

Permanent signage identifying the location as a CDBG-DR-funded project is required for any CDBG-DR funded public building. Upon completion of project, CONTRACTOR shall furnish and erect permanent signage.

Requirements of permanent signage include:

1. Placement in a prominent visible public location;
2. Formatted to fit the architectural design of the building;
3. Legible from at least three (3) feet of distance;
4. Minimum size of 12" x 20" with lettering no smaller than ½ inch;
5. Constructed out of aluminum baked-on enamel finish.

Required Text:

This project is funded by the Texas General Land Office of the State of Texas, to provide for disaster recovery and restoration of infrastructure for communities impacted by Hurricane Harvey. The funds have been allocated by the United States Department of Housing and Urban Development through the Community Development Block Grant Disaster Relief Program.

**END OF SECTION
END OF DIVISION**

DIVISION 3 - CONCRETE

SECTION 03100 - CONCRETE FORMWORK

.01 GENERAL:

a. Description

This section shall govern all formwork for cast-in-place concrete with shoring, bracing and anchorage, openings for other work, form accessories and form stripping.

b. References

1. ACI 347, Recommended Practice for Concrete Formwork
2. ACI 301, Specifications for Structural Concrete for Buildings, Chapter 4
3. ACI 318, Building Code Requirements for Reinforced Concrete
4. PS-1, Construction and Industrial Plywood

c. Design Requirements

Design, engineer and construct formwork, shoring and bracing to conform to code requirements listed in references; resultant concrete to conform to required shape, line and dimension.

d. Submittals

1. Submit under provisions of Section 01340, Shop Drawings, Product Data, and Samples.
2. Indicate pertinent dimensions, materials, bracing, and arrangement of joints and ties on Shop Drawings.

e. Quality Assurance

1. Perform Work in accordance with ACI 301, 318, and 347.
2. Maintain one copy of each document on site.

f. Regulatory Requirements

Conform to applicable code for design, fabrication, erection and removal of formwork.

.02 PRODUCTS:

a. Wood Form Materials

1. Plywood

Douglas Fir species; APA high density overlaid or APA B-B Plyform Class I Panels; sound, undamaged sheets with clean, true edges.

2. Lumber

Southern Pine species; No. 2 grade; with grade stamp clearly visible.

b. Prefabricated Forms - Preformed Steel Forms

Minimum gage matched, tight fitting, stiffened to support weight of concrete without deflection detrimental to tolerances and appearance of finished surfaces.

c. Formwork Accessories

1. Form Ties

Snap-off type, galvanized metal, adjustable length, cone type, with waterproofing washer, 1 in. back break dimension, free of defects that could leave holes larger than 1¼ in. in the concrete surface; Penta-Tie manufactured by Burke or approved equal.

2. Form Release Agent

Colorless mineral oil which will not stain concrete, absorb moisture or leave a film which will inhibit subsequent finish work; Burke Release manufactured by Burke or approved equal.

3. Corners

Chamfered, wood strip type; 3/4 x 3/4 in. maximum possible lengths.

4. Nails, Spikes, Lag Bolts, Through Bolts, Anchorages

Sized as required, of sufficient strength and character to maintain formwork in place while placing concrete.

.03 EXECUTION:

a. Examination

Verify lines, levels, and centers before proceeding with formwork. Ensure that dimensions agree with Drawings.

b. Erection - Formwork

1. Erect formwork, shoring, and bracing to achieve design requirements in accordance with requirements of ACI 301 and 347.
2. Provide bracing to ensure stability of formwork. Shore or strengthen formwork subject to over-stressing by construction loads.
3. Arrange and assemble formwork to permit dismantling and stripping. Do not damage concrete during stripping. permit removal of remaining principal shores.
4. Align joints and make watertight. Keep form joints to a minimum.
5. Obtain approval before framing openings in structural members which are not indicated on Drawings.
6. Provide chamfer strips on external corners of pile caps, retaining walls and other exposed corners.

c. Application - Form Release Agent

1. Apply form release agent on formwork in accordance with manufacture's recommendations.
2. Apply prior to placement of reinforcing steel, anchoring devices and embedded items.
3. Do not apply form release agent where concrete surfaces will receive applied coverings which are affected by agent. Soak inside surfaces of untreated forms with clean water. Keep surfaces coated prior to placement of concrete.

d. Inserts, Embedded Parts, And Openings

1. Provide form openings where required for items to be embedded in or passing through concrete work.
2. Locate and set in place items which will be cast directly into concrete.
3. Coordinate Work of other sections in forming and placing openings, slots, reglets, recesses, chases, sleeves, bolts, anchors, and other inserts.
4. Install accessories in accordance with manufacturer's instruction, straight, level, and plumb. Ensure items are not disturbed during concrete placement.
5. Provide temporary ports or openings in formwork where required to facilitate cleaning and inspection. Locate openings at bottom of forms to allow flushing water to drain.

6. Close temporary openings with tight fitting panels, flush with inside face of forms, and neatly fitted so joints will not be apparent in exposed concrete surfaces.
- e. Form Cleaning
1. Clean and remove foreign matter within forms as erection proceeds.
 2. Clean formed cavities of debris prior to placing concrete.
 3. Flush with water or use compressed air to remove remaining foreign matter. Ensure that water and debris drain to exterior through clean-out ports.
- f. Formwork Tolerances
- Construct formwork to maintain tolerances required by ACI 301 and Section 03342, Finishing, Quality Control, Tolerances
- g. Field Quality Control
1. Inspect erected formwork, shoring, and bracing to ensure that supports, fastenings, wedges, ties, and items are secure.
 2. Do not reuse wood formwork more than three times for concrete surfaces to be exposed to view without written approval from OWNER. Do not patch formwork.
- h. Form Removal
1. Do not remove forms or bracing until concrete has gained sufficient strength to carry its own weight and imposed loads.
 2. Loosen forms carefully. Do not wedge pry bars, hammers, or tools against finish concrete surfaces scheduled for exposure to view.
 3. Store removed forms in such manner that surfaces to be in contact with fresh concrete will not be damaged. Discard damaged forms.
 4. Forms and supports shall remain in place under pile caps for at least seven days and on the sides of pile caps, rail pads and walls for at least three days.

END OF SECTION

DIVISION 3 - CONCRETE

SECTION 03200 - CONCRETE REINFORCEMENT

.01 GENERAL:

a. Description

This section shall govern the furnishing and placing of all reinforcing steel bars, wire fabric and accessories for concrete incorporated in the Work.

b. References

1. ACE 301, Structural Concrete for Buildings.
2. ACI 318, Building Code Requirements for Reinforced Concrete.
3. ACI SP-66, American Concrete Institute, Detailing Manual.
4. ANSI/ASTM A 82, Cold Drawn Steel Wire for Concrete Reinforcement.
5. ANSI/ASTM A 185, Welded Steel Wire Fabric for Concrete Reinforcement.
6. ANSI/AWS D1.4, Structural Welding Code for Reinforcing Steel.
7. ASTM A 615, Deformed and Plain Billet Steel Bars for Concrete Reinforcement.
8. ASTM A 706, Low-Alloy Steel Deformed Bars for Concrete Reinforcement.
9. ASTM A 775, Epoxy-Coated Reinforcing Steel Bars.
10. CRSI, Concrete Reinforcing Steel Institute Manual of Practice.
11. CRSI 63, Recommended Practice for Placing Reinforcing Bars.
12. CRSI 65, Recommended Practice for Placing Bar Supports, Specifications, and Nomenclature.

c. Submittals

1. Submit under provisions of Section 01340, Shop Drawings, Product Data, and Samples.
2. Shop Drawings

Indicate bar sizes, spacings, locations, and quantities or reinforcing steel and wire fabric; bending and cutting schedules; and supporting and spacing devices.

3. Submit mill certificates for each heat of steel to be furnished indicating strength and chemistry.
 4. Submit qualified welding procedure for welding of reinforcing steel. Include in submittal all items contained in Appendix A of AWS D1.4.
 5. Submit copies of manufacturer's data for bar chairs, bolsters, spacers, etc.
- d. Quality Assurance
1. Perform work in accordance with CRSI 63, 65, and Manual of Practice, ACI 301, ACI Sp-66, and ACI 318.
 2. All welding procedures and welders shall be qualified in accordance with AWS D1.4 by an AWS-certified welding inspector approved by OWNER. Full section tension and macro-etch tests shall be conducted in accordance with AWS D1.4, Chapter 6.
 3. Production welding shall not commence until a qualified welding procedure has been established and approved by OWNER.

.02 PRODUCTS:

a. Reinforcement

1. Typical Reinforcing Steel
ASTM A 615, 60 ksi, yield grade, deformed steel bars, plain finish.
2. Reinforcing Steel for Welding
ASTM A 706, 60 ksi, yield grade, deformed low-alloy steel bars, plain finish.
3. Epoxy Coating
Scotchkote Brand Fusion Bonded Epoxy Coating 213, manufactured by 3M, St. Paul, Minnesota, applied by electrostatic spray method in strict accordance with ASTM A 775, except that the thickness of the coating shall be not less than 6 mils (150 microns) nor greater than 11 mils (275 microns).

b. Accessory Materials

1. Tie Wire
Minimum 16 gauge, annealed type. Use plastic coated wire with epoxy coated reinforcing.
2. Chairs, Bolsters, Bar Supports, Spacers
Sized and shaped for strength and support of reinforcement during concrete placement conditions.

3. Special Chairs, Bolsters, Bar Supports, and Spacers

Adjacent to Epoxy-Coated Reinforcement or Weather Exposed Concrete Surfaces, use plastic coated, steel type or plastic type; size and shape as required.

c. Fabrication

1. Fabricate concrete reinforcing in accordance with ACI 318.
2. Weld reinforcement in accordance with ANSI/AWS D1.4.
3. No splices in reinforcing, except where specially called for on the drawings, will be permitted without prior written approval from OWNER.
4. Sheared ends of epoxy coated reinforcing and/or epoxy coating that is damages shall be repaired with a compatible epoxy coating conforming to ASTM A 775 in accordance with the manufacturer's recommendations prior to installation.

d. Delivery

1. Bundles of reinforcing bars shall be delivered to the site with tags showing quantity, grade, size, and suitable identification to allow checking, sorting and placing.
2. Store all reinforcing steel off ground on protective cribbing and protect from oil, grease, dirt, or other deleterious materials.
3. Epoxy coated reinforcing shall be covered after delivery to prevent exposure to sunlight until needed for use.

.03 EXECUTION:

a. Placement

1. Place, support and secure reinforcement against displacement. Do not deviate from required position.
2. Accommodate placement of formed openings.
3. Where epoxy-coated reinforcing is required by the drawings, all handling and hoisting shall be done by nylon lifting slings or padded wire rope slings; bundles of bars shall be lifted to prevent bar-to-bar abrasion; spreader bars shall be used for lifting bundles, or the bundles shall be lifted at the third points with nylon or padded slings. Bundling bands shall be padded or made of nylon. Coated bars shall be padded or made of nylon. Coated bars shall be stored on padded or wooden cribbing bars or bundles of bars shall not be dragged over the ground or over other bars.
4. Plastic coated tie wire shall be used for tying epoxy coated rebar.

5. Vertical stirrups shall always pass around the main reinforcement and be attached securely thereto.
6. Reinforcing steel shall be spaced its required distance from the form surface by means of approved hot dip galvanized metal spacers with plastic coated tips or plastic spacers.
7. All reinforcing steel shall be tied at all intersections; except that where spacing is less than 1 ft. in each direction, alternate intersections only need be tied.
8. Reinforcement shall be supported and tied in such a manner that a sufficiently rigid cage of steel is provided. If the cage is not adequately supported to resist settlement or floating upward of the steel, overturning of truss bars or movement in any direction during concrete placement, permission to continue concrete placement will be withheld until corrective measure are taken.

Sufficient measurements shall be made during concrete placement to ensure that the reinforcement remains in the proper position.

9. Mats of wire fabric shall overlap each other sufficiently to maintain a uniform strength and shall be fastened securely at the ends and edges. Lap ends and edges a minimum of one square.

b. Tolerances

1. Unless otherwise shown on Drawings, dimensions shown for reinforcement are to the centers of the bars.
2. In the plane of the steel parallel to the nearest surface of concrete, bars shall not vary from plan placement by more that $1/12$ of the spacing between bars.
3. In the plane of the steel perpendicular to the nearest surface of concrete, bars shall not vary from plan placement by more than $1/4$ in.
4. Cover of concrete to the nearest surface of steel shall meet the above requirement but shall never be less that 3 in. unless otherwise shown on Drawings.

c. Welding

1. All welding of reinforcing steel shall be performed in accordance with AWS D1.4.
2. Welding process used to place welds shall be either shielded metal arc (SMAW) or flux cored arc (FCAW) welding.

- d. Cleaning Reinforcement
 - 1. Reinforcement shall be cleaned of all rust, mill scale, oil, paint or other deleterious materials prior to placing concrete.
 - 2. All damaged epoxy coating shall be repaired with a compatible epoxy coating conforming to ASTM A775 prior to pouring concrete.
- e. Field Quality Control
 - 1. Testing
 - (a) CONTRACTOR shall provide, at no cost to OWNER, one welded connection sample for full section tension tests in accordance with AWS D1.4 for every 200 production connections. OWNER will pay for all tests which pass. Failure of production weld samples to meet tension test requirement shall be cause for automatic rejection.
 - (b) All rebar welds shall be inspected and tested by OWNER before acceptance. CONTRACTOR shall remove all slag from each weld at no cost to OWNER. Any rebar weld which, in the opinion of OWNER, appears faulty shall be removed and the bar rewelded at no cost to OWNER. CONTRACTOR, at his option, may choose to have such rejected welds examined by a certified testing agency. If examination indicates acceptable quality, the defective welds shall be removed and replaced by CONTRACTOR at no additional cost to OWNER.
 - 2. Reinforcement shall be inspected by OWNER's representative prior to placing concrete. Provide a minimum of 24 hours advance notice of completion of reinforcement placement to OWNER for scheduling of field inspection.

END OF SECTION

DIVISION 3 - CONCRETE

SECTION 03300 - CAST-IN-PLACE CONCRETE

.01 GENERAL:

a. Description

This Section shall govern all work necessary for providing materials, mixing, proportioning, testing, placing, finishing, and curing of all plain and reinforced cast-in-place normal weight concrete.

b. Quality Assurance

Material and Work shall conform to the requirements of standards, codes, and recommended practices required in this Section. In conflicts between industry standards, required standards and this specification or this specification and the local building code, the more stringent requirement shall govern.

c. Applicable Standards and Test Methods

The following documents are referred to in this Section and shall be available at the project site:

1. ACI 301-84(R-88), Specifications For Structural Concrete For Buildings
2. ACI 304 R-85, Guide For Measuring, Mixing, Transporting, And Placing Concrete
3. ACI 305 R-77 (82), Placing Concrete In Hot Weather
4. ACI 306 R-88, Placing Concrete In Cold Weather
5. ACI 309 R-89, Guide For Consolidation Of Concrete
6. ACI 318-89 (R-89), Building Code Requirement For Reinforced Concrete
7. ASTM C 31-84, Making And Curing Concrete Test Specimens In The Field
8. ASTM C 33-86, Standard Specifications For Concrete Aggregates
9. ASTM C 39-86, Standard Test Method For Comprehensive Strength Of Cylindrical Specimens
10. ASTM C 94-86, Standard Specifications For Ready-Mixed Concrete

11. ASTM C 138-81, Standard Test Method For Unit Weight, Yield, And Air Content (Gravimetric) Of Concrete
12. ASTM C 143-78, Standard Test Method For Slump Of Portland Cement Concrete
13. ASTM C 150-85, Standard Specification For Portland Cement
14. ASTM C 171-69el, (Reapproved 1980) Standard Specifications For Sheet Materials For Curing Concrete
15. ASTM C 173-78, Standard Test Method For Air Content Of Freshly Mixed Concrete By The Volumetric Method
16. ASTM C 231-81el, Standard Test Method For Air Content Of Freshly Mixed Concrete By The Pressure Method
17. ASTM C 260-86, Standard Specification For Air-Entraining Admixtures For Concrete
18. ASTM C 309-81, Liquid Membrane-Forming Compounds For Curing Concrete
19. ASTM C 494-86, Standard Specification For Chemical Admixtures For Concrete

d. Submittals

1. Concrete Mixing Design
 - (a) CONTRACTOR shall submit, at least ten working days in advance of placing concrete, a mix design for each type and strength of concrete specified which is prepared by a reputable testing laboratory.
 - (b) Include copies of test reports showing that the mix has been successfully tested to produce concrete with the properties specified and will be suitable for the job conditions.
2. Submit name and location of sources of cement, aggregates, chemical admixtures and fly ash propose for use on this project.
3. Submit independent laboratory reports or manufacturer's certification that all other concrete materials proposed for used on this project meet the requirements of Article .02 of this Section.

.02 PRODUCTS:

a. Concrete Materials

1. Portland Cement

- (a) Portland cement Type I or Type II conforming to ASTM C 150, including the low alkali provisions of Table 1A of that specification. In addition, the tricalcium aluminate content of Type I cement shall not exceed 12 percent.
- (b) Type I or Type II cement, at CONTRACTOR's option, may be used for nonhydraulic abovegrade structures.
- (c) For all hydraulic and belowgrade structures and sewers, use Type II cement. At CONTRACTOR's option, fly ash may be used in combination with any cement as long as all requirements of these Specifications are met. The fly ash may be combined at the batch plant or during the production of the cement (Type IP cement). For the combination fly ash and cement, the cement and fly ash shall comply with these Specifications.

2. Fly Ash

- (a) The pozzolan to be used in combination with cement, as previously specified for use in all hydraulic and belowgrade structures and sewers, or in combination with cement or other structures, shall be Class F fly ash conforming to ASTM C 618-87.
- (b) Pozzolan shall be tested in conformance with ASTM C 311. The analysis shall show those items pertinent to this Specification. Source acceptance shall be at the discretion of ENGINEER based on data submitted. Continuing quality analysis shall be submitted throughout the life of the project from the source approved. Under no circumstances shall the pozzolan source be changed without the retesting and providing of new submittals for ENGINEER's review. The Supplier shall certify that all shipments meet the conditions of this Specification.

3. Aggregates shall conform to ASTM C 33-86, "Standard Specification for Concrete Aggregates".

4. Water shall be clean and free from deleterious materials, drinkable.

5. Air-Entraining Admixtures

- (a) Conforming to the requirement of ASTM C 260-86,
- (b) "Standard Specification for Air-Entraining Admixtures for Concrete", "Micro Air" or "MB-VR", manufactured by Master Builders shall be used.
- (c) The air-entraining admixture shall provide a total air content as specified in Article .02 of this Section.

b. Selection Of Proportions

Concrete shall be composed of portland cement, fly ash fine aggregate, coarse aggregate, water and, as specified, Master Builders' Micro-Air or MB-VR air-entraining admixture. Proportions of ingredients shall produce concrete that will work readily into corners and angles of forms, bond to reinforcement, without segregation or excessive bleed water forming on the surface. Proportioning of materials shall be in accordance with ACI 211.1-89, "Recommended Practice for Selecting Proportions for Normal and Heavyweight Concrete", except as modified herein.

c. Concrete Qualities Required

- 1. All concrete incorporated in the Work shall have the minimum 28-day compressive strength of 4000 pounds per square inch (PSI). Unless otherwise noted on the drawings.
- 2. Minimum cement or combined cement plus fly ash content when fly ash is used for performance and durability, regardless of design strength, shall be 517 pounds per cubic yard for concrete with 1-1/2-inch maximum size aggregate, 540 pounds per cubic yard for 1-inch maximum size aggregate. CONTRACTOR shall increase cement content or the combined cement plus fly ash content, when fly ash is used, as required to meet strength requirements.
- 3. The amount of fly ash used shall not exceed 25 percent or be less than 15 percent of the total weight of fly ash plus cement.
- 4. Minimum cementitious material requirements shall be as follows:
 - (a) For 4000 PSI (f_c) at 28 days
 - (1) Maximum water/cementitious ratio = .48
 - (2) Minimum cementitious - 517#

- (b) For 5000 PSI (f_c) at 28 days
 - (1) Maximum water/cementitious ratio = .40
 - (2) Minimum cementitious - 611#
- (c) For 6000 PSI (f_c) at 28 days
 - (1) Maximum water/cementitious ratio = .40
 - (2) Minimum cementitious - 658#
- 5. Proportions of ingredients shall be selected by past field experience or in lieu of past performance, laboratory trial mixes to produce placability, slump, specified strength and properties specified.
- 6. Determinations of required average strength (f_{cr}) shall be in accordance with ACI 318-89, "Building Code Requirements for Reinforced Concrete", and evaluations of compressive strength results of field concrete shall be in accordance with ACI 214-77 (Reaffirmed 1989), "Recommended Practice for Evaluation of Strength Test Results of Concrete".
- 7. Average strength shall exceed specified compressive strength as required in accordance with ACI 318-89.
- 8. Concrete shall be air-entrained and the total air content required (air-entrained and entrapped air) shall be:

<u>Nominal Max.</u> <u>Size Coarse Aggregate</u>	<u>Total Air Content</u>
1-1/2"	4-1/2% +/- 1%

NOTE: Air-entrainment shall not be required when Class "F" fly ash is used in the concrete mix design on projects south of IH-20, Texas Department of Transportation Standard Specifications, Item 420.

- 9. The Concrete shall be proportioned and produced to yield the following slumps when placed:

<u>Type of Construction</u>	<u>Slump</u>	<u>Tolerance</u>
Reinforced Foundation Walls & Footings	3 in.	± 1 in.
Columns, Beams, Walls, Structural Slabs	2 in.	± 1 in.
Slabs-On-Grade Roadways	2 in.	± 1 in.
Heavy Mass Construction	1 1/2 in.	± 1/2 in.
Drilled Piers	6 in.	± 1 in.

.03 EXECUTION:

a. Production Of Concrete

1. Concrete shall be ready-mixed, batched, mixed and transported in accordance with ASTM C 94-86, "Specification for Ready-Mixed Concrete".
2. Plant equipment and facilities shall conform to the "Checklist for Certification of Ready-Mixed Concrete Production Facilities" of the National Ready Mixed Concrete Association.

b. Placing

1. Preparation

CONTRACTOR shall provide access for delivery provide sufficient equipment and manpower to rapidly place all concrete.

- (a) Work shall be in accordance with ACI 304R-89 "Recommended Practice for Measuring, Mixing, Transporting, and Placing Concrete".
- (b) Formwork shall be completed and snow, ice, water, and debris removed from within forms.
- (c) Expansion joint material, anchors, and all embedded items shall have been positioned.
- (d) Subgrades shall be sprinkled sufficiently to eliminate water loss from concrete.
- (e) Concrete shall not be placed on frozen ground.

2. Conveying

Concrete shall be placed rapidly by methods to prevent segregation or loss of quality.

3. Placement

- (a) Concrete shall be deposited continuously or when continuous placement is not possible, construction joints shall be located as approved by OWNER. Concrete shall be placed as nearly as possible to its final position. Avoid rehandling.
- (b) Concrete shall be consolidated by vibration, spading, rodding or tamping, as stated in ACI 309R-87, "Guide for Consolidation of Concrete". Work concrete around reinforcement, embedded items and into corners; eliminate air or stone pockets and other causes of honeycombing, pitting, or planes of weakness.

c. Weather Conditions

1. Cold Weather

Concrete shall conform to ACI 306R-88 "Standard Specifications for Cold Weather Concreting". A non-chloride accelerator may be used with ENGINEER's approval. Non-chloride accelerator shall be Pozzutec 20, manufactured by Master Builders.

2. Hot Weather

Concrete shall conform with ACI 305R-89 on "Hot Weather Concreting".

- (a) Provisions shall be made for windbreaks, shading, fog spraying, sprinkling or wet cover when necessary.
- (b) Use an evaporation retardant and finishing aid, "Confilm", by Master Builders.
- (c) Maximum concrete placing temperature when used in a bridge slab or in top slab of a direct traffic culvert shall be 85° F and the maximum concrete placing temperature when used in other applications shall be 95° F, Texas Department of Transportation Standard Specifications, Item 420.

d. Finishing

- 1. Finish concrete materials as specified in Section 03342, Finishing, Quality Control, Tolerances.
- 2. For curing methods, field quality control, and tolerances, refer to Section 03342, Finishing, Quality Control, Tolerances.

END OF SECTION

DIVISION 3 - CONCRETE

SECTION 03342 - FINISHING, QUALITY CONTROL, AND TOLERANCES

.01 GENERAL:

a. Description

This Section shall govern all work with respect to finishing, quality control, and tolerances for all concrete surfaces of the type and grade of concrete being placed.

b. Applicable Standards and Test Methods

The following documents are referred to in this Section and shall be available at the project site:

1. ACI 301-84(R-88), Specifications For Structural Concrete For Buildings
2. ACI 318-83 (R-86), Building Code Requirement For Reinforced Concrete
3. ASTM C 31-84, Making And Curing Concrete Test Specimens In The Field
4. ASTM C 39-86, Standard Test Method For Comprehensive Strength Of Cylindrical Specimens
5. ASTM C 138-81, Standard Test Method For Unit Weight, Yield, And Air Content (Gravimetric) Of Concrete
6. ASTM C 143-78, Standard Test Method For Slump Of Portland Cement Concrete
7. ASTM C 171-69el, (Reapproved 1980) Standard Specifications For Sheet Materials For Curing Concrete
8. ASTM C 173-78, Standard Test Method For Air Content Of Freshly Mixed Concrete By The Volumetric Method
9. ASTM C 231-81el, Standard Test Method For Air Content Of Freshly Mixed Concrete By The Pressure Method
10. ASTM C 260-86, Standard Specification For Air-Entraining Admixtures For Concrete
11. ASTM C 309-81, Liquid Membrane-Forming Compounds For Curing Concrete

.02 EXECUTION:

a. General Finish Requirements

1. Unless otherwise specified, the finish of all exposed concrete surfaces shall be what is generally termed a plywood finish, which means a finish which will normally be obtained when well-designed, mortar-tight plywood forms are used. Repairing of surface defects and hand rubbing will be required on all exposed surfaces only where patching of honeycomb is necessary or where form design or construction or general workmanship produce gradual surface defects exceeding 1/4 in. in a 10-ft. straightedge or abrupt defects exceeding 1/8 in. Offsets caused by displaced or misplaced form sheathing or form sections, by loose knots in forms, or by otherwise defective form lumber will be considered as abrupt surface defects.
2. Concrete surfaces, both above and below the backfill, shall have all metal form ties removed not less than 3/4 in. back from the faces of the concrete. The holes shall be cleaned and wire brushed to remove laitance, form oil, and other foreign material; and then shall be filled with non-shrink grout.
3. Slabs-on-grade shall have a broom finish, unless otherwise specified, and formed sides. This finish shall be applied immediately behind the bull float operation. Curing shall begin immediately after texturing.
4. Dusting freshly placed concrete surfaces with cement or a mixture of sand and cement before or during the finishing operations is strictly prohibited.

b. Pier, Foundation, and Wall Top Finishes

1. Unless otherwise specified, the tops of column piers, small equipment foundations and similar foundations are to be grouted, scored, and all laitance, grease, dirt, or other deleterious materials removed.
2. The surface elevation shall be checked and additional concrete removed, if necessary, to allow for the specified thickness of grout.
3. The tops of all concrete walls shall be given a wood float finish.
4. In areas where a greater degree of finish is specified, it will be necessary to allow the concrete to begin to set before finishing.

c. Concrete Curing and Protection

1. General

The freshly placed concrete shall be protected from premature drying and excessive cold or hot temperatures. Curing shall start immediately after placing and finishing, and shall continue for not less than 28 days.

2. Curing Methods

- (a) Perform curing of concrete by use of curing compound, by moist curing, by moisture-retaining cover, or by combinations thereof. Material and method of curing shall be approved by ENGINEER.
- (b) Apply curing compound as soon as finish is completed.
- (c) On formed surfaces a curing method shall begin immediately upon form removal.
- (d) Approved methods for Rheoplastic Concrete include: Ponding or continuous sprinkling, continuous wet mats, sand kept continuously wet and liquid membrane-forming compounds.
 - (1) Application of waterproof sheet material shall conform to ASTM C 171-69 (Reapproved 1986), "Standard Specification for Sheet Materials for Curing Concrete".
 - (2) Applications of membrane-forming compounds shall conform to ASTM C 309-81, "Standard Specification for Liquid Membrane-Forming Compounds Curing Concrete".
- (e) The type of curing and procedure utilized shall be verified in the Preconstruction Meeting.

d. Field Quality Control

- 1. Materials and operations shall be tested and inspected by CONTRACTOR as work progresses. Failure to detect defective work shall not prevent rejection when defect is discovered, nor shall it obligate OWNER for final acceptance.
- 2. The following testing services shall be performed by a testing service approved by OWNER: All costs associated with these testing services shall be borne by CONTRACTOR unless otherwise noted.
 - (a) Secure composite samples in accordance with "Standard Method of Sampling Fresh Concrete", ASTM C 172-82.
 - (b) Mold and cure four specimens from each test required in accordance with standard "Method of Making and Curing Concrete Test Specimens in the Field", ASTM C 31-85.
 - (c) Test specimens in accordance with "Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens," ASTM C 39-86. Two specimens shall be tested at 28 days for acceptance and two shall be tested at 7 days for information.
 - (d) Make one strength test for each 50 cu. yd. or fraction thereof, and for each mix design of concrete placed in any one day.

- (e) Determine slump of normal-weight concrete sample for each strength test in accordance with "Standard Test Method for Slump of Portland Cement Concrete", ASTM C 143-76.
 - (f) Determine total air content of normal-weight concrete sample for each strength test in accordance with "Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method", ASTM C 231-82 or "Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method", ASTM C 173-78.
3. CONTRACTOR shall provide an area of protection for the test specimens free from damage or vibration at the job-site for the first 24 hours.
 4. CONTRACTOR shall provide an enclosed, insulated box for immediate test cylinder storage after manufacture at the job site.
 5. The manufacturer of (3) 6" X 12" test cylinder may be required by ENGINEER. Utilize procedure for manufacture according to ASTM C 31-84. The time of test and frequency shall be dictated by ENGINEER. These specimens shall be used to perform AASHTO T-277-83, "Standard Method of Test for Rapid Determination of the Chloride Permeability of Concrete".
- e. Tolerances

Formwork shall be constructed in such a manner as to produce concrete surfaces that conform to the established dimensions, grades, and lines within the limits specified in Table below:

TOLERANCES FOR FORMED SURFACES

Variation from the plumb:

i.	In the lines and surface of columns, walls and in equipment foundations.	In 10 ft.	1/4 in.
		In any story of 20 ft. max	3/8 in.
		Maximum for entire height	1 in.
ii.	For exposed corner columns, control joint grooves, and other conspicuous lines	In 10 ft.	1/4 in.
		In any bay of 20 ft. max.	1/2 in.
	Variation from the level or from grades shown on Drawings, except for grout caps and slabs	In 10 ft.	1/4 in.
		In any bay of 20 ft. max.	3/8 in.
		Maximum for entire length	3/4 in.
	Variation from the level or from grades shown on Drawings for grout caps.		1/16 in.

TOLERANCES FOR FORMED SURFACES (cont.)

Variation of the linear building lines, or equipment foundations, from established position in plan and related position of columns, walls and partitions.	In any bay of 20 ft. max.	1/2 in.
	Maximum for entire length	1 in.
Variation in cross-sectional dimensions of columns and beams, equipment foundations, and in the thickness of slabs and walls.		-1/4 in. +1/2 in.
Footings:		
i. Variation of plan dimensions	Concrete only. (Does not apply to anchor bolts, dowels, or reinforcing.)	-1/2 in. +2 in.
ii. Misplacement or eccentricity	2% of footing width in the direction of misplacement but not more than 2 in. max. (concrete only). Does not apply to anchor bolts, dowels, or reinforcing.	
iii. Reduction in thickness	Portion of specified	-5% thickness.
Variation in the sizes and locations of floor openings and wall openings.		±1/4 in.
Variation in location of sleeves, waterstops, expansion joints, and other inserts.		±1/4 in.
Variation in steps:		
i. In a flight of stairs	Riser Tread	±1/8 in. ±1/4 in.
ii. In consecutive steps	Riser Tread	±1/16 in. ±1/8 in.

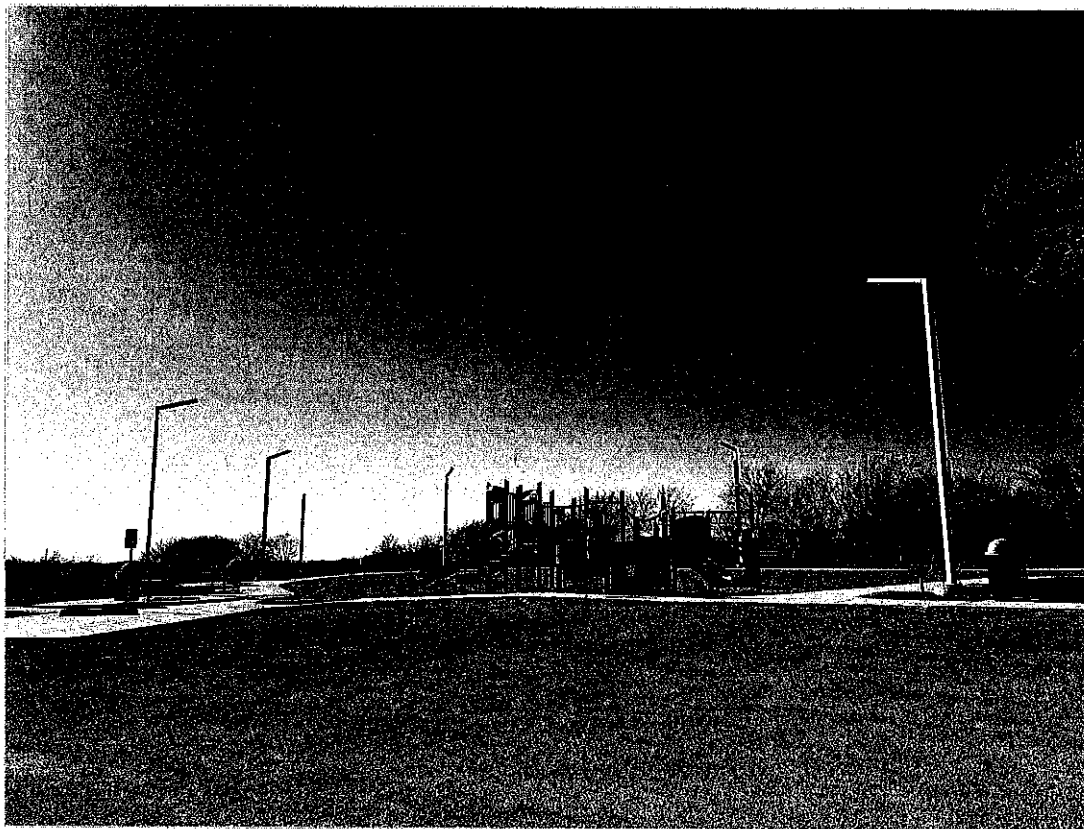
Unless otherwise specified, anchor bolt centers may vary up to 1/8 in. from the locations shown on Drawings; however, the variation in the dimension measured from center to center of any two bolts in an anchor bolt group may not vary more than 1/8 in. An anchor bolt group is defined as the set of anchor bolts which receive a complete equipment base assembly or a single fabricated steel shipping piece.

The location of inserts, such as waterstops, and expansion joints, may deviate from that shown on the drawing by 1/4 inch.

Tolerances shown on Drawings shall take precedence over the tolerances specified in this Section.

Permissible surface defects of exposed concrete surfaces are specified in Article .02 this Section and are to be distinguished from the tolerances described above.

**END OF SECTION
END OF DIVISION**



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 JOB NUMBER:
 5310.011E
 SHEET NO.
 1 OF 1

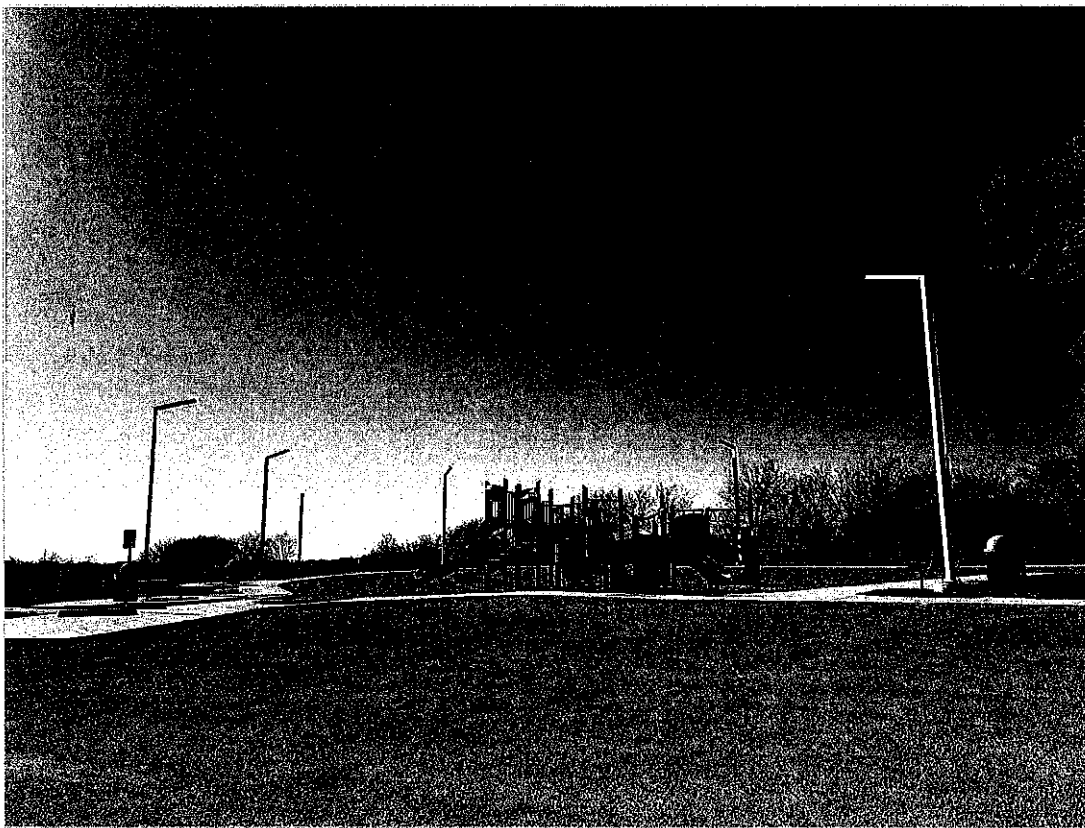
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CALHOUN COUNTY, TEXAS
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 • ENGINEERING • SURVEYING • CONSULTING • PLANNING
 206 W. Live Oak St. Port Lavaca, Texas 77979 (361)568-4509

Texas Registered Engineering Firm P-04528

DRAWN BY: LMM
 CHK'D BY: SFM
 DATE: 01/02/23
 SCALE: 1" = 16'
 REVISION:



FILE NO.

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 1 OF 1

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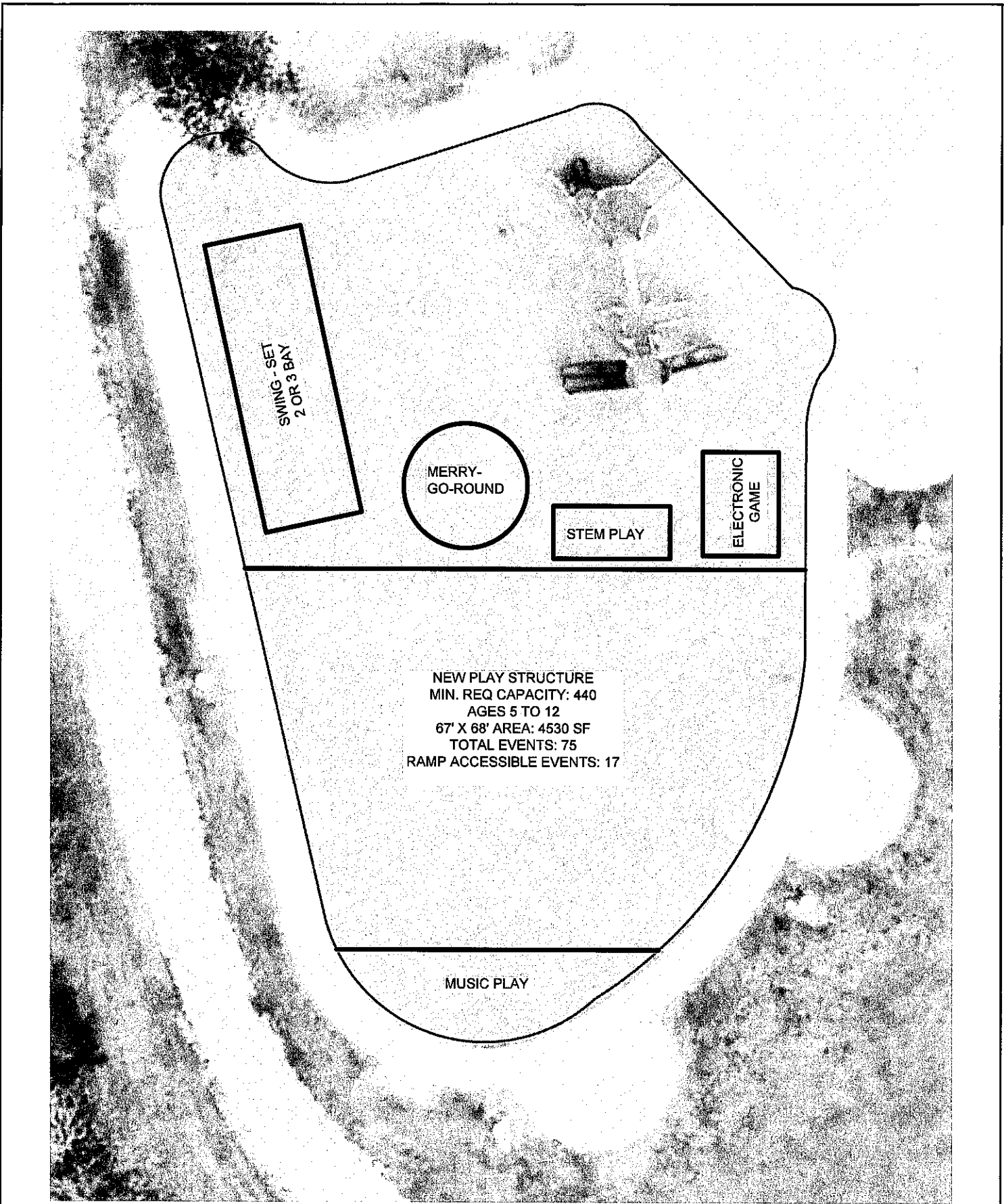
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 DATE: 01/3/24
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 REVISION:



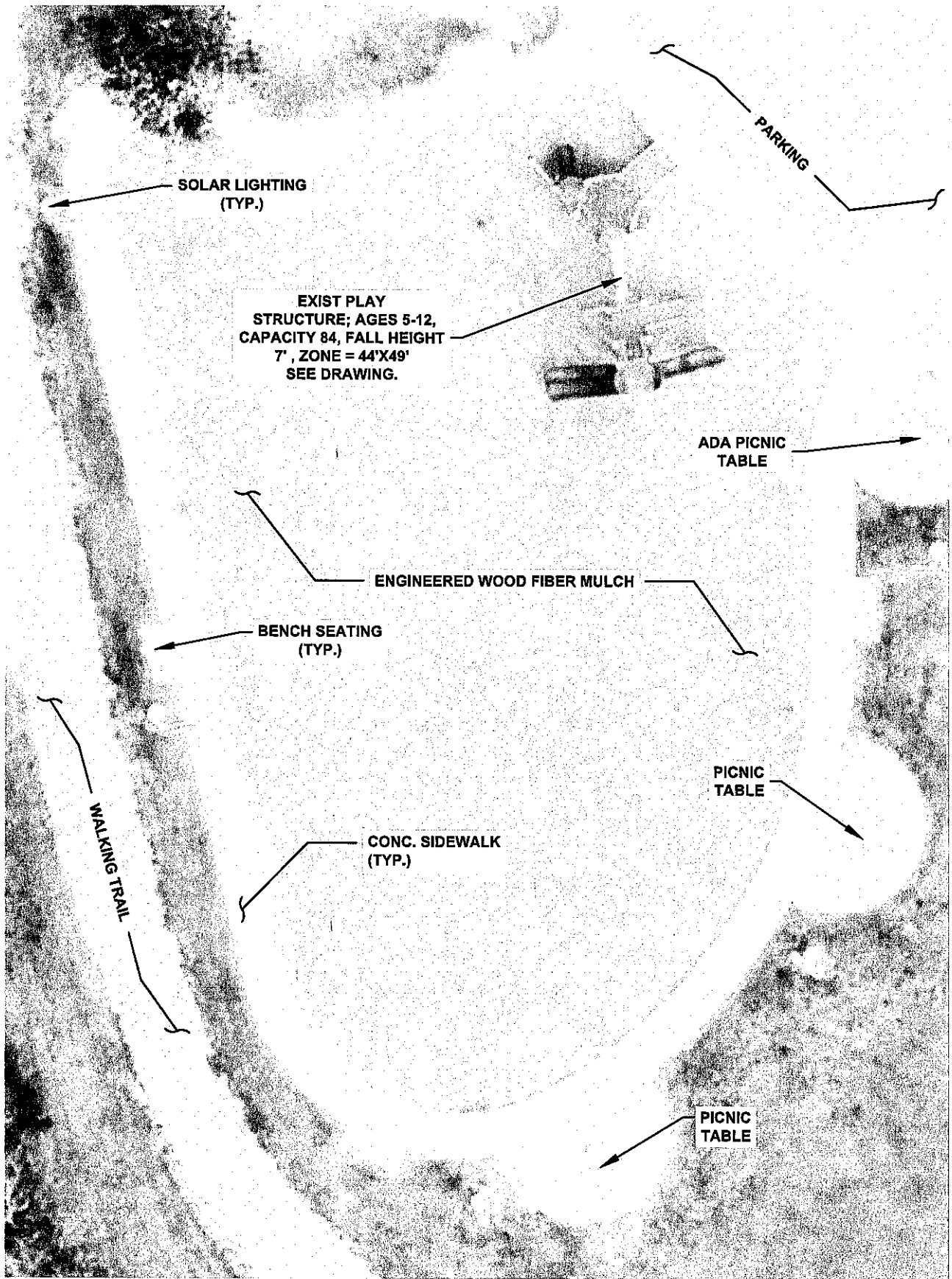
NEW PLAY STRUCTURE
 MIN. REQ CAPACITY: 440
 AGES 5 TO 12
 67' X 68' AREA: 4530 SF
 TOTAL EVENTS: 75
 RAMP ACCESSIBLE EVENTS: 17

CALHOUN COUNTY, TEXAS
 PLAYGROUND IMPROVEMENTS

G & W ENGINEERS, INC.
 Texas Registered Engineering Firm P-04186
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DRAWN BY: LMM
 CHK'D BY: SPM
 DATE: 01/02/23
 SCALE: 1" = 16'
 REVISION:

FILE NO.
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 NOT INTENDED TO BE USED AS CONSTRUCTION DRAWINGS
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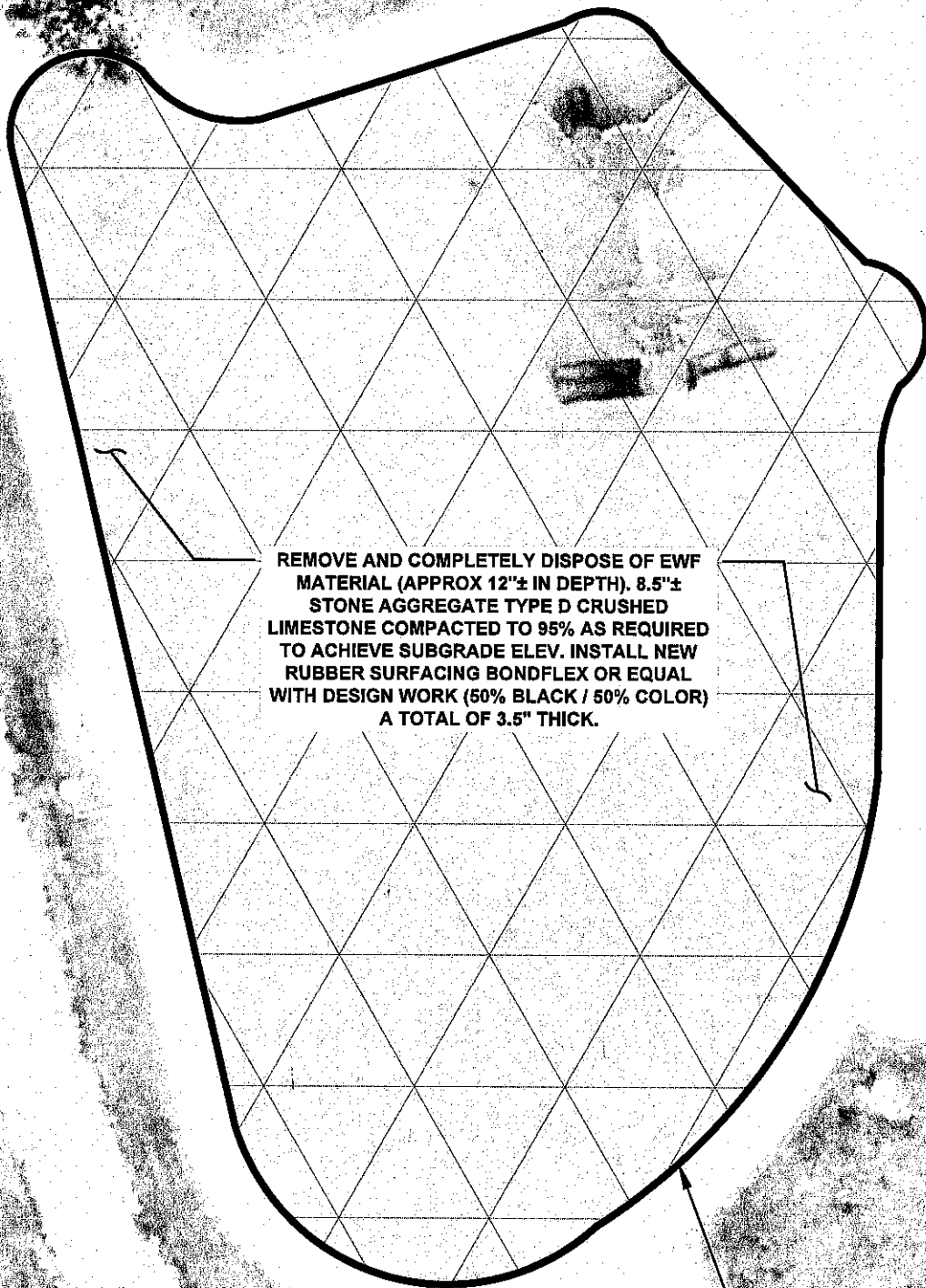
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CALHOUN COUNTY, TEXAS
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Drawn By: LHM
 Chkd By: SPH
 DATE: 01/02/23
 SCALE: 1" = 16'
 REVISION:



REMOVE AND COMPLETELY DISPOSE OF EWF MATERIAL (APPROX 12"± IN DEPTH). 8.5"± STONE AGGREGATE TYPE D CRUSHED LIMESTONE COMPACTED TO 95% AS REQUIRED TO ACHIEVE SUBGRADE ELEV. INSTALL NEW RUBBER SURFACING BONDFLEX OR EQUAL WITH DESIGN WORK (50% BLACK / 50% COLOR) A TOTAL OF 3.5" THICK.

BOUNDARY OF SERVICE IMPROVEMENTS
7,575 SF.

FILE NO.

PRELIMINARY ISSUED FOR PLANNING PURPOSES ONLY.

JOB NUMBER:

NOT INTENDED TO BE USED AS CONSTRUCTION DRAWINGS

5310.011E

SHEET NO.

1 OF 1

CALHOUN COUNTY, TEXAS

SHADE IMPROVEMENTS

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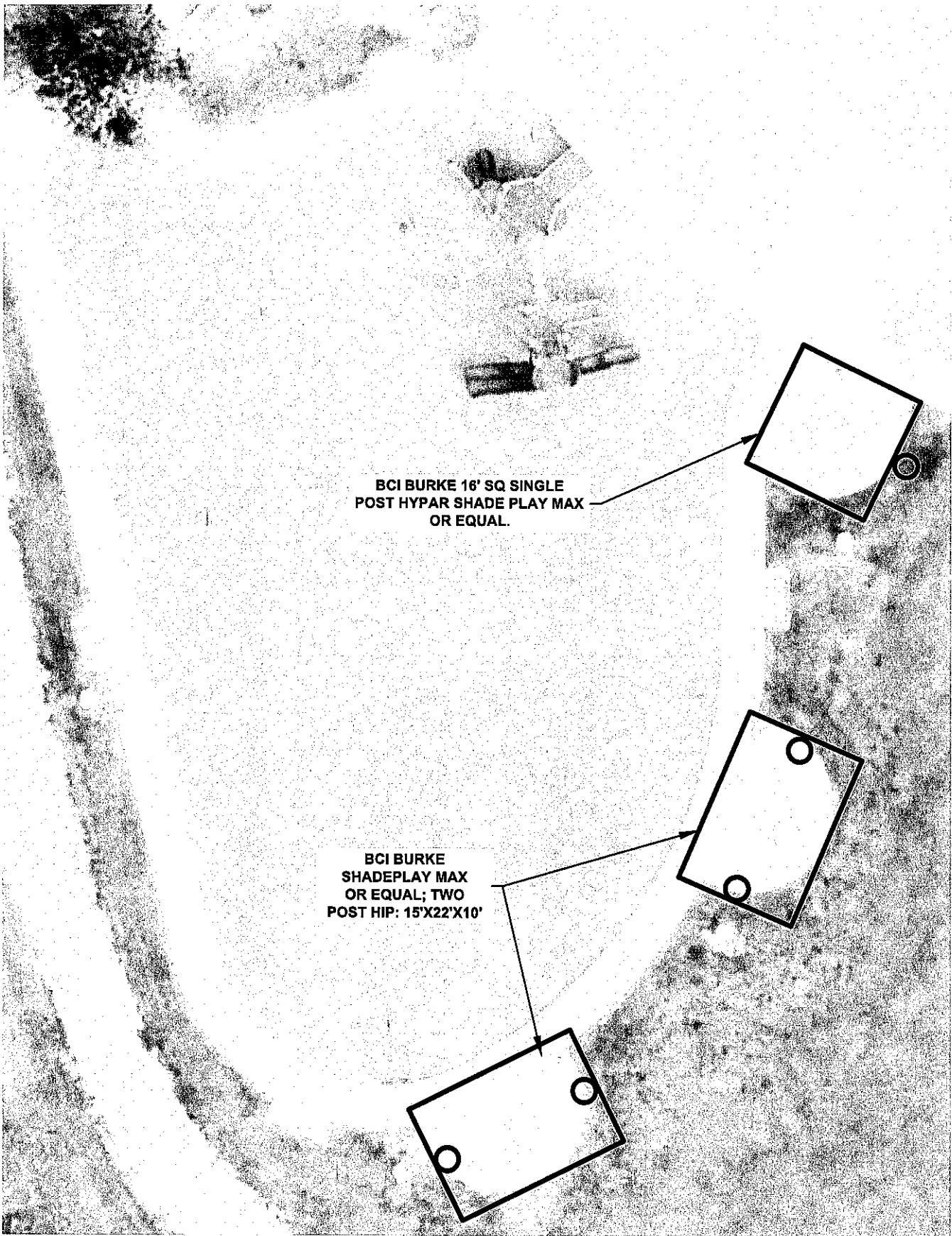
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CHECKED BY: SPM

DATE: 01/02/23

SCALE: 1" = 10'

REVISION:



BCI BURKE 16' SQ SINGLE
POST HYPAR SHADE PLAY MAX
OR EQUAL.

BCI BURKE
SHADEPLAY MAX
OR EQUAL; TWO
POST HIP: 15'X22'X10'

FILE NO.
PRELIMINARY ISSUED
FOR PLANNING
PURPOSES ONLY.
NOT INTENDED TO BE
USED AS
CONSTRUCTION
DRAWINGS
JOB NUMBER:
S310.011E
SHEET NO.
1 OF 1

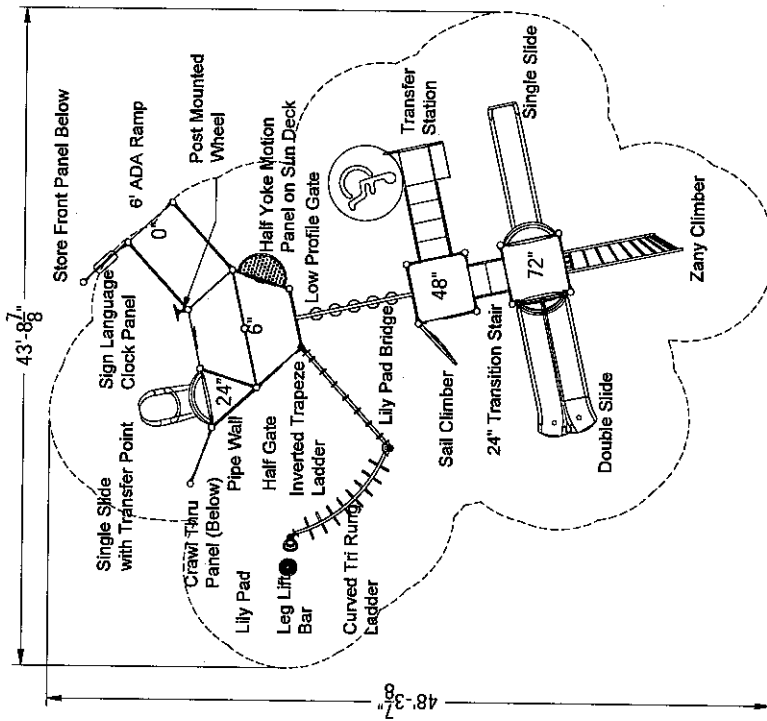
CALHOUN COUNTY, TEXAS
SURFACE IMPROVEMENTS

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Texas Registered Engineering Firm 7-04188
• ENGINEERING • SURVEYING • CONSULTING • PLANNING
205 W. Live Oak St. Fort Lavaca, Texas 77978 (361)562-4609

DRAWN BY: LMM
CHKD BY: SPM
DATE: 01/02/23
SCALE: 1" = 16'
REVISION:

PLAY UNIT INFORMATION

TYPE 2" Steel
 NAME MPS-24679
 CAPACITY 64
 FALL HEIGHT 7'
 AGE RANGE 5-12



PRELIMINARY DESIGN - NOT FOR CONSTRUCTION

Project 24679
 Option 5

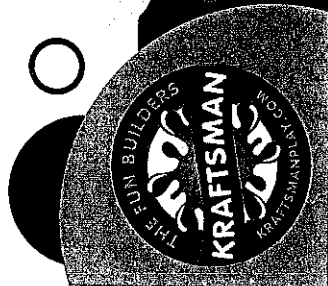
Drawing Name
 KPS-24679A-5.dwg

Sheet
 K.2.1

View
 Play Unit Plan

Date
 09.13.21

Sales Representative
 David Ondrias



Little Chocolate Bayou Park
 Port Lavaca, Tx

10

10. To correspond with the recently approved amendment to the GLO-County contract for GLO CDBG-DR 20-065-064-C182, Calhoun County recommends a contract extension and budget increase for KSBR LLC, to complete their scope of work as Grant Administration for this contract. The County also authorizes the judge to sign this amendment and execute the amended contracts. (RHM)

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

**AMENDMENT TO THE GRANT ADMINISTRATION CONTRACT
FOR CALHOUN COUNTY'S GENERAL LAND OFFICE
CONTRACT NO. 20-065-064-C182**

KSBR, LLC ("Contractor/Grant Administration) and CALHOUN COUNTY ("County/Subrecipient") and collectively, ("the Parties") desire to amend the Grant Administration Contract ("the Contract") regarding the County's General Land Office (GLO) Contract No. 20-065-064-C182 ("the Project").

WHEREAS, the Parties desire to extend the Contract term;

WHEREAS, the Parties desire to revise the Contract Budget;

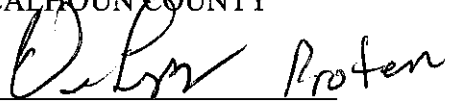
WHEREAS, the Parties desire to revise the Project Performance Statement, Project Budget, and Project Benchmarks to accurately reflect all Project Activities, the addition of grant funds to the Project Budget, and the redistribution of funds between Budget line items; and

WHEREAS, the Parties desire to revise the General Affirmations to reflect updated terms;
NOW, THEREFORE, the Parties agree as follows:

1. SECTION 2.01 of the Contract is amended to reflect a termination date of February 28, 2025.
2. SECTION 3.01 of the Contract is amended by adding funding in the amount of \$2,864.50 for a total amount not to exceed \$355,578.00 for the duration of this Contract.
3. ATTACHMENT A to the Contract, Performance Statement, is deleted in its entirety and replaced with the Revised Performance Statement, Project Budget, and Benchmarks for Infrastructure Projects, attached hereto and incorporated herein in its entirety for all purposes as ATTACHMENT A-2.
4. ATTACHMENT C to the Contract, General Affirmations, is deleted in its entirety and replaced with the Revised General Affirmations, attached hereto and incorporated herein in its entirety for all purposes as ATTACHMENT C-2.
5. This Amendment shall be effective upon the earlier of the date of the last signature or April 30, 2022.
6. The terms and conditions of the Contract not amended herein shall remain in force and effect.

**SIGNATURE PAGE FOR AMENDMENT TO THE GRANT ADMINISTRATION
CONTRACT FOR CALHOUN COUNTY'S GLO CONTRACT NO. 20-065-064-C182**

CALHOUN COUNTY


Richard Meyer, County Judge

5-15-2024
Date of Execution

KSBR LLC


Katy Sellers, Principal

05/09/24
Date of Execution

ATTACHED TO THIS AMENDMENT:

Attachment A-2: Revised Performance Statement

Attachment C-2: Revised General Affirmations

The next 8 pages make up the Revised Performance Statement

CALHOUN COUNTY
20-065-064-C182

PERFORMANCE STATEMENT

Hurricane Harvey caused damage throughout Calhoun County (Subrecipient). Heavy rainfall and high winds caused flooding and damage to homes, streets, and public facilities. Undersized culverts and inadequate drainage facilities throughout the county prohibited stormwater from draining effectively. This inundated the drainage system and threatened public health, safety, and welfare. Subrecipient will conduct drainage and public facilities Infrastructure improvements to facilitate proper stormwater conveyance to reduce the impact of future flooding and ensure emergency response systems are fully operational during emergency situations.

Subrecipient shall perform the Activities identified herein for the target area specified in its approved Texas Community Development Block Grant Disaster Recovery Supplemental Grant Application to aid areas most impacted by Hurricane Harvey. The persons to benefit from the Activities described herein must receive the prescribed service or benefit, and all eligibility requirements must be met to fulfill contractual obligations.

The grant total is \$6,176,548.00. Subrecipient will be required to maintain a detailed Budget breakdown in the official system of record of the GLO's Community Development and Revitalization division (GLO-CDR).

Flood and Drainage Facilities

Subrecipient shall install culverts and end treatments, excavate ditches, replace drainage pipes and complete associated appurtenances. Construction shall take place at the following locations within the county.

Flood and Drainage Facilities	Location Approximate Lat/Long	Proposed HUD Performance Measures	Census Tract	Block Group
Drainage Ditch Channel 1.5 Miles west of Lane Road	Upstream on SH-185 mid-way between White Rd. and Morales Road to 3.21 miles to the south 28.399271, -96.622587	18,600 LF	0005.00	2
Drainage Basin	Intersection of Wittnebert Rd. and Carabajal Rd. to approx. 2,300 LF southwest of start point 28.403966, -96.618509	2,400 LF	0005.00	2

These Activities shall benefit one hundred eighty (180) persons. Of these persons, one hundred fifteen (115), or sixty-three and eighty-nine hundredths percent (63.89%), are of low to moderate income.

Flood and Drainage Facilities

Subrecipient shall install storm sewer outfalls, culverts, and end treatments; excavate ditches; and complete associated appurtenances. Construction shall take place at the following locations within the county.

Flood and Drainage Facilities	Location Approximate Lat/Long	Proposed HUD Performance Measures	Census Tract	Block Group
Alamo Beach Drainage Area 1	Area between Cox Street and San Jacinto Street 28.570070, -96.566364	11,000 LF	0004.00	1
Alamo Beach Drainage Area 2	Area between San Jacinto Street and Fannin Street 28.572885, -96.567686	11,000 LF	0004.00	1
Alamo Beach Drainage Area 3	Area between Lee Street and E. Sunrise Street 28.575191, -96.566273	2,975 LF	0004.00	1
Alamo Beach Drainage Area 4	Area between Fannin Street and E. Skyview Avenue 28.576220, -96.568050	7,200 LF	0004.00	1
Alamo Beach Drainage Area 5	Area between E. Skyview Avenue and Sunset Avenue 28.578390, -96.568508	8,700 LF	0004.00	1
Alamo Beach Drainage Area 6	Area between E. Skyview Avenue and Travis Street 28.580839, -96.568466	6,700 LF	0004.00	1
Alamo Beach Drainage Area 7	Area between W. Kruse Street to Carrigan Avenue 28.582579, -96.573338	9,300 LF	0004.00	1

These Activities shall benefit two thousand two hundred forty (2,240) persons. Of these persons, one thousand two hundred sixty-five (1,265), or fifty-six and forty-seven hundredths percent (56.47%), are of low to moderate income.

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Fire Protection Facilities and Equipment

Subrecipient shall demolish and dispose of the existing Magnolia Beach Fire Station, construct a new fire station and new ADA-compliant parking lot, install a generator, and complete associated appurtenances. Construction shall take place at the following locations within the county. The environmental review and engineering were completed under this grant. Due to costs overrun, the remainder of this project will be completed through a different funding source.

Public Facilities	Location Approximate Lat/Long	Proposed HUD Performance Measures	Census Tract	Block Group
Magnolia Beach Fire Station	873 Margie Tewmey Road #1 Port Lavaca, Texas 28.55982, -96.54321	One (1) Public Facility	0002.00 0004.00	2,4 1,2
These Activities shall benefit six thousand eight hundred ninety-five (6,895) persons. Of these persons, three thousand five hundred thirty (3,530), or fifty-one and twenty hundredths percent (51.20%), are of low to moderate income.				

Parks, Playgrounds and Other Recreational Facilities

Subrecipient shall furnish and install covered picnic areas, new parking facilities, playground equipment, lighted ADA-compliant 6-foot wide walking paths, rebuild a road bridge; remove and replace 2 ADA-compliant fishing piers; and complete associated appurtenances. Construction shall take place at the following location within the county.

Public Facilities	Location Approximate Lat/Long	Proposed HUD Performance Measures	Census Tract	Block Group
Little Chocolate Bay Park	Locations throughout the Park 28.598288, -96.638933	One (1) Public Facility	0002.00 0004.00	2,4 1
These Activities shall benefit five thousand two hundred eighty (5,280) persons. Of these persons, two thousand eight hundred eighty-five (2,885), or fifty-four and sixty-four hundredths percent (54.64%), are of low to moderate income.				

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Specialty Authorized Public Facilities and Improvements

Subrecipient shall install a specialized repeater system at the county's Radio Towers, install equipment at the command and control center, and complete associated appurtenances. Construction shall take place at the following locations within the county.

Public Facilities	Location Approximate Lat/Long	Proposed HUD Performance Measures	Census Tract	Block Group
Calhoun County Courthouse Control Center	211 S. Ann Street Port Lavaca, Texas 28.612818, -96.626118	One (1) Public Facility	0001.00	1,2,3
			0002.00	1,2,3,4
			0003.00	1,2
			0004.00	1,2,3,4
			0005.00	1,2,3,4
Port Lavaca Radio Tower	484 Airline Drive Port Lavaca, Texas 28.59793, -96.64917	One (1) Public Facility	0001.00	1,2,3
			0002.00	1,2,3,4
			0003.00	1,2
			0004.00	1,2,3,4
			0005.00	1,2,3,4
Port O'Connor Radio Tower	3220 W. Harrison Avenue Port O'Connor, Texas 28.43836, -96.44861	One (1) Public Facility	0001.00	1,2,3
			0002.00	1,2,3,4
			0003.00	1,2
			0004.00	1,2,3,4
			0005.00	1,2,3,4
Union Carbide Radio Tower	7501 SH 185 North Seadrift, Texas 28.415740, -96.713147	One (1) Public Facility	0001.00	1,2,3
			0002.00	1,2,3,4
			0003.00	1,2
			0004.00	1,2,3,4
			0005.00	1,2,3,4

These Activities shall benefit twenty-one thousand four hundred five (21,405) persons. Of these persons, eight thousand nine hundred ninety (8,990), or forty-two percent (42%), are of low to moderate income. These Activities will meet the Urgent Need National Objective.

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BUDGET

HUD Activity Type	Grant Award	Other Funds	Total
Rehabilitation/Reconstruction of Public Improvements	\$2,600,875.00	\$0.00	\$2,600,875.00
Rehabilitation/Reconstruction of Public Facilities - LMI	\$1,992,330.50	\$0.00	\$1,992,330.50
Rehabilitation/Reconstruction of Public Facilities – UN	\$1,583,342.50	\$0.00	\$1,583,342.50
TOTAL	\$6,176,548.00	\$0.00	\$6,176,548.00

MILESTONES

Milestones	Not-To-Exceed Draw Percentages					
	Construction Funds	Engineering Funds	Grant Administration Funds	Special Environmental Funds	Environmental Funds	Acquisition Funds
Project Kick-Off Meeting and Start-up Documentation			15%			
Engineering Contract Executed		30%				
Environmental Contract Executed			30%			
100% Design Approval		60%				
Special Environmental Report Approval				100%		
Authority to Use Grant Funds			50%		100%	
Acquisition Start						100%
Bid Advertisement		70%	60%			
Construction Notice to Proceed	85%	85%	85%			
As-Built Plans/COCC/FWCR	100%	100%	95%			
Grant Completion Report Approval			100%			

The next 9 pages make up the Revised General Affirmations

GENERAL AFFIRMATIONS

TO THE EXTENT APPLICABLE, Subrecipient affirms and agrees to the following, without exception:

1. Subrecipient represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Subrecipient nor the firm, corporation, partnership, or institution represented by Subrecipient, or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Contract or any solicitation response upon which this Contract is based to any competitor or any other person engaged in the same line of business as Subrecipient.*
2. Subrecipient shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from the GLO. Any attempted assignment or delegation in violation of this provision is void and without effect. This provision does not apply to subcontracting.
3. If the Contract is for services, Subrecipient shall comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts, but for contracts subject to 2 CFR 200, only to the extent such compliance is consistent with 2 CFR 200.319.
4. Under Section 231.006 of the Family Code, the vendor or applicant [Subrecipient] certifies that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate, in addition to other remedies set out in Section 231.006(f) of the Family Code.*
5. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. Subrecipient certifies it has submitted this information to the GLO.*
6. If the Contract is for a "cloud computing service" as defined by Texas Government Code Section 2157.007, then pursuant to Section 2054.0593(d)-(f) of the Texas Government Code, relating to cloud computing state risk and authorization management program, Subrecipient represents and warrants that it complies with the requirements of the state risk and authorization management program and Subrecipient agrees that throughout the term of the Contract it shall maintain its certifications and comply with the program requirements in the performance of the Contract.
7. If the Contract is for the purchase or lease of computer equipment, as defined by Texas Health and Safety Code Section 361.952(2), Subrecipient certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code, related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in Title 30 Texas Administrative Code Chapter 328.
8. If the Contract authorizes Subrecipient to access, transmit, use, or store data for the GLO, then in accordance with Section 2054.138 of the Texas Government Code, Subrecipient certifies that it will comply with the security controls required under this Contract and will

* This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

- maintain records and make them available to the GLO as evidence of Subrecipient's compliance with the required controls.
9. Subrecipient represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
 10. Subrecipient agrees that any payments due under the Contract shall be applied towards any debt or delinquency that is owed by Subrecipient to the State of Texas.
 11. Upon request of the GLO, Subrecipient shall provide copies of its most recent business continuity and disaster recovery plans.
 12. If the Contract is for consulting services governed by Texas Government Code Chapter 2254, Subchapter B, in accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Subrecipient certifies that it does not employ an individual who has been employed by the GLO or another agency at any time during the two years preceding the Subrecipient's submission of its offer to provide consulting services to the GLO or, in the alternative Subrecipient, in its offer to provide consulting services to the GLO, disclosed the following: (i) the nature of the previous employment with the GLO or other state agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.*
 13. If the Contract is not for architecture, engineering, or construction services, then except as otherwise provided by statute, rule, or regulation, Subrecipient must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY SUBRECIPIENT.**
 14. If the Contract is for architecture, engineering, or construction services, then subject to Texas Government Code Section 2260.002 and Texas Civil Practice and Remedies Code Chapter 114, and except as otherwise provided by statute, rule, or regulation, Subrecipient shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Contract. Except as otherwise provided by statute, rule, or regulation, in accordance with the Texas Civil Practice and Remedies Code, Section 114.005, claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code Section 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)-(d). **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY SUBRECIPIENT.**
 - a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if Subrecipient's claim for breach of contract cannot be resolved by the Parties in the ordinary course of business, Subrecipient may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against Subrecipient as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, Subrecipient must provide written notice to the GLO of a claim for breach of the Contract not later than the 180th day after the date

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- of the event giving rise to the claim. The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount Subrecipient seeks as damages; and (3) the legal theory of recovery.
- b. The chief administrative officer, or if designated in the Contract, another officer of the GLO, shall examine the claim and any counterclaim and negotiate with Subrecipient in an effort to resolve them. The negotiation must begin no later than the 120th day after the date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.
 - c. If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the Parties shall reduce the agreement or settlement to writing and each Party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a Party's rights under this Contract as to the parts of the claim that are not resolved.
 - d. If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with the GLO, unless the Parties agree in writing to an extension of time, the Parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is Subrecipient's sole and exclusive process for seeking a remedy for an alleged breach of contract by the GLO if the Parties are unable to resolve their disputes as described in this section.
 - e. Nothing in the Contract shall be construed as a waiver of the state's or the GLO's sovereign immunity, or, if applicable, the governmental immunity of Subrecipient. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas or Subrecipient. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas or, if applicable, of Subrecipient under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. The GLO does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract. Subrecipient does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract.
 - f. Except as otherwise provided by statute, rule, or regulation, compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the Subrecipient: (1) filing suit pursuant to Chapter 114 of the Civil Practices and Remedies Code; or (2) initiating a contested case hearing pursuant to Subchapter C of Chapter 2260 of the Texas Government Code.
15. If Chapter 2271 of the Texas Government Code applies to this Contract, Subrecipient verifies that it does not boycott Israel and will not boycott Israel during the term of the Contract.*
16. This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Subrecipient understands that all obligations of the GLO under this

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Contract are subject to the availability of funds. If such funds are not appropriated or become unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.

17. Subrecipient certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.
18. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Subrecipient certifies that it is not (1) the executive head of the GLO, (2) a person who at any time during the four years before the effective date of the Contract was the executive head of the GLO, or (3) a person who employs a current or former executive head of the GLO.
19. Subrecipient represents and warrants that all statements and information prepared and submitted in connection with this Contract are current, complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of this Contract is a material breach of contract and may void the Contract or be grounds for its termination.
20. Pursuant to Section 2155.004(a) of the Texas Government Code, Subrecipient certifies that neither Subrecipient nor any person or entity represented by Subrecipient has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004(b) of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate. This Section does not prohibit Subrecipient from providing free technical assistance.*
21. Subrecipient represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.*
22. In accordance with Section 2252.901 of the Texas Government Code, for the categories of contracts listed in that section, Subrecipient represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the contract. Solely for professional services contracts as described by Chapter 2254 of the Texas Government Code, Subrecipient further represents and warrants that if a former employee of the GLO was employed by Subrecipient within one year of the employee's leaving the GLO, then such employee will not perform services on projects with Subrecipient that the employee worked on while employed by the GLO.*
23. The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to any Party.

* This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

24. IF THE CONTRACT IS NOT FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT, TO THE EXTENT ALLOWED BY LAW, SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.*
25. IF THE CONTRACT IS FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT, TO THE EXTENT ALLOWED BY LAW, SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO SUBRECIPIENT'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO SUBRECIPIENT, OR ANY OTHER ENTITY OVER WHICH SUBRECIPIENT EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.*
26. TO THE EXTENT ALLOWED BY LAW, SUBRECIPIENT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE GLO AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE

* This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF SUBRECIPIENT PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR SUBRECIPIENT'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY SUBRECIPIENT OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF SUBRECIPIENT'S PERFORMANCE UNDER THE CONTRACT. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. SUBRECIPIENT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, SUBRECIPIENT WILL REIMBURSE THE GLO AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE GLO DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF SUBRECIPIENT OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND SUBRECIPIENT WILL PAY ALL REASONABLE COSTS OF THE GLO'S COUNSEL.*

27. Subrecipient has disclosed in writing to the GLO all existing or known potential conflicts of interest relative to the performance of the Contract.
28. Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.*
29. The person executing this Contract certifies that he/she is duly authorized to execute this Contract on his/her own behalf or on behalf of Subrecipient and legally empowered to contractually bind Subrecipient to the terms and conditions of the Contract and related documents.
30. If the Contract is for architectural or engineering services, pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, Subrecipient shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.*

* This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

31. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Subrecipient shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards. The GLO may unilaterally amend the Contract to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.
32. Subrecipient certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.
33. If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, Subrecipient certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.
34. Pursuant to Section 572.069 of the Texas Government Code, Subrecipient certifies it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for the GLO involving Subrecipient within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.
35. The GLO shall post this Contract to the GLO's website. Subrecipient understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the "PIA"), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the "Attorney General"). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. In accordance with Section 2252.907 of the Texas Government Code, Subrecipient is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (".pdf") format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Subrecipient believes to be excepted from disclosure as "confidential" or a "trade secret," Subrecipient waives any and all claims it may make against the GLO for releasing such information without prior notice to Subrecipient. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Subrecipient shall notify the GLO's Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to PIALegal@glo.texas.gov. If a request for information was not written, Subrecipient shall forward the third party's contact information to the above-designated e-mail address.

* This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

36. The GLO does not tolerate any type of fraud. GLO policy promotes consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Subrecipient must report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO in the manner prescribed by the GLO's website, <http://glo.texas.gov>.
37. If Subrecipient, in its performance of the Contract, has access to a state computer system or database, Subrecipient must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO. Subrecipient must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. Subrecipient must verify in writing to the GLO its completion of the cybersecurity training program.
38. Under Section 2155.0061, Texas Government Code, Subrecipient certifies that the entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.*
39. Subrecipient certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from Subrecipient's business. Subrecipient acknowledges that such a vaccine or recovery requirement would make Subrecipient ineligible for a state-funded contract.
40. Pursuant to Government Code Section 2275.0102, Subrecipient certifies that neither it nor its parent company, nor any affiliate of Subrecipient or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2275.0103, or (2) headquartered in any of those countries.*
41. If Subrecipient is required to make a verification pursuant to Section 2276.002 of the Texas Government Code, Subrecipient verifies that Subrecipient does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Subrecipient does not make that verification, Subrecipient must notify the GLO and state why the verification is not required.*
42. If Subrecipient is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Subrecipient verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a "firearm entity" or "firearm trade association" as those terms are defined in Texas Government Code section 2274.001 and (2) will not discriminate during the term of the Contract against a firearm entity or firearm trade association. If Subrecipient does not make that verification, Subrecipient must notify the GLO and state why the verification is not required.*
43. If Subrecipient is a "professional sports team" as defined by Texas Occupations Code Section 2004.002, Subrecipient will play the United States national anthem at the beginning of each team sporting event held at Subrecipient's home venue or other venue controlled by Subrecipient for the event. Failure to comply with this obligation constitutes a default of this Contract, and immediately subjects Subrecipient to the penalties for default, such as repayment of money received or ineligibility for additional money. In addition, Subrecipient

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may be debarred from contracting with the State. The GLO or the Attorney General may strictly enforce this provision.*

44. To the extent Section 552.371 of the Texas Government Code applies to Subrecipient and the Contract, in accordance with Section 552.372 of the Texas Government Code, Subrecipient must (a) preserve all contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO for the duration of the Contract, (b) no later than the tenth business day after the date of the GLO's request, provide to the GLO any contracting information related to the Contract that is in Subrecipient's custody or possession, and (c) on termination or expiration of the Contract, either (i) provide to the GLO at no cost all contracting information related to the Contract that is in Subrecipient's custody or possession or (ii) preserve the contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the Contract and Subrecipient agrees that the Contract may be terminated if Subrecipient knowingly or intentionally fails to comply with a requirement of that subchapter.*
45. If the Contract is for consulting services governed by Chapter 2254 of the Texas Government Code, Subrecipient, upon completion of the Contract, must give the GLO a compilation, in a digital medium agreed to by the Parties, of all documents, films, recordings, or reports Subrecipient compiled in connection with its performance under the Contract.*
46. If subject to 2 CFR 200.216, Subrecipient shall not obligate or expend funding provided under this Contract to: (a) procure or obtain; (b) extend or renew a contract to procure or obtain; or (c) enter into a contract to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services, as defined in Public Law 115-232, Section 889, as a substantial or essential component of any system, or as critical technology as part of any system.
47. To the extent Texas Government Code Chapter 2252, Subchapter G applies to the Contract, any iron or steel product Subrecipient uses in its performance of the Contract that is produced through a manufacturing process, as defined in Section 2252.201(2) of the Texas Government Code, must be produced in the United States.

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11

11. To correspond with the recently approved amendment to the GLO-County contract for CDBG-DR contract 20-065-064-C182, Calhoun County recommends a contract extension and budget increase for G&W Engineering, Inc., to complete their scope of work as Engineer for this contract. The County also authorizes the judge to sign this amendment and execute the amended contracts. (RHM)

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

**AMENDMENT TO THE PROFESSIONAL ENGINEERING SERVICES CONTRACT
FOR CALHOUN COUNTY'S GENERAL LAND OFFICE (GLO)**

CONTRACT NO. 20-065-064-C182

G&W ENGINEERS, INC. ("Contractor/Engineer") and CALHOUN COUNTY ("County/Subrecipient") and collectively, ("the Parties") desire to amend the Professional Engineering Services Contract ("the Contract") regarding the County's General Land Office (GLO) Contract No. 20-065-064-C182 ("Project").

WHEREAS, the Parties desire to extend the Contract Term;

WHEREAS, the Parties desire to revise the Contract Budget;

WHEREAS, the Parties desire to revise the Work Orders to accurately reflect all Project Activities, the addition of grant funds to the Project Budget, and the redistribution of funds between Project Budget line items; and

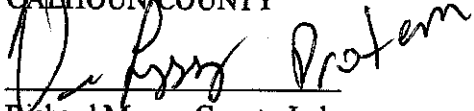
WHEREAS, the Parties desire to revise the General Affirmations to reflect updated terms;
NOW, THEREFORE, the Parties agree as follows:

1. SECTION 1.03, of the Contract, is noted to reflect that the Engineer's work is pursuant to any amendments made to the County's GLO contract; attached hereto and incorporated herein in its entirety for all purposes is a Revised Performance statement as Attachment F;
2. SECTION 2.01 of the Contract, is amended to reflect a termination date of February 28, 2025;
3. SECTION 3.01 of the Contract, is amended by adding funding in the amount of \$22,207.00 for a total amount not to exceed \$584,125.00 for the duration of this Contract;
4. ATTACHMENT B to the Contract, General Affirmations, is deleted in its entirety and replaced with the Revised General Affirmations, attached hereto and incorporated herein in its entirety for all purposes as ATTACHMENT B-2.
5. ATTACHMENT C, Work Orders, to the Contract, are amended as listed below, attached hereto, and incorporated herein in its entirety for all purposes as ATTACHMENT C-2.
 - a. Work Order No. B-1 of the Contract, is amended by redistributing Project funds and bringing the budget for Engineering Services from \$104,418.00 to \$124,875.00;
 - b. Work Order No. C-1 of the Contract, has been terminated by the County, bringing the budget for Engineering Services from \$127,500.00 to \$89,250.00 for work completed before the County decided to terminate the project;
 - c. Work Order No. E-1 of the Contract, is amended by redistributing Project funds and bringing the budget for Engineering Services from \$135,000.00 to \$175,000.00;

6. This Amendment shall be effective upon the earlier of the date of the last signature or April 30, 2022; and
7. The terms and conditions of the Contract not amended herein shall remain in force and effect.

**SIGNATURE PAGE FOR AMENDMENT TO THE GRANT ADMINISTRATION
CONTRACT FOR CALHOUN COUNTY'S GLO CONTRACT NO. 20-065-064-C182**

CALHOUN COUNTY

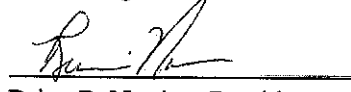


Richard Meyer, County Judge

5.15.2024

Date of Execution

G&W Engineers, Inc.



Brian P. Novian, President

05/15/2024

Date of Execution

ATTACHED TO THIS AMENDMENT:

Attachment B-2: Revised General Affirmations

Attachment C-2: Revised Work Order Attachments B-1, C-1, E-1

Attachment F: Revised Performance Statement

GENERAL AFFIRMATIONS

TO THE EXTENT APPLICABLE, Subrecipient affirms and agrees to the following, without exception:

1. Subrecipient represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Subrecipient nor the firm, corporation, partnership, or institution represented by Subrecipient, or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Contract or any solicitation response upon which this Contract is based to any competitor or any other person engaged in the same line of business as Subrecipient.*
2. Subrecipient shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from the GLO. Any attempted assignment or delegation in violation of this provision is void and without effect. This provision does not apply to subcontracting.
3. If the Contract is for services, Subrecipient shall comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts, but for contracts subject to 2 CFR 200, only to the extent such compliance is consistent with 2 CFR 200.319.
4. Under Section 231.006 of the Family Code, the vendor or applicant [Subrecipient] certifies that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate, in addition to other remedies set out in Section 231.006(f) of the Family Code.*
5. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. Subrecipient certifies it has submitted this information to the GLO.*
6. If the Contract is for a "cloud computing service" as defined by Texas Government Code Section 2157.007, then pursuant to Section 2054.0593(d)-(f) of the Texas Government Code, relating to cloud computing state risk and authorization management program, Subrecipient represents and warrants that it complies with the requirements of the state risk and authorization management program and Subrecipient agrees that throughout the term of the Contract it shall maintain its certifications and comply with the program requirements in the performance of the Contract.
7. If the Contract is for the purchase or lease of computer equipment, as defined by Texas Health and Safety Code Section 361.952(2), Subrecipient certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code, related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in Title 30 Texas Administrative Code Chapter 328.
8. If the Contract authorizes Subrecipient to access, transmit, use, or store data for the GLO, then in accordance with Section 2054.138 of the Texas Government Code, Subrecipient certifies that it will comply with the security controls required under this Contract and will

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maintain records and make them available to the GLO as evidence of Subrecipient's compliance with the required controls.

9. Subrecipient represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
10. Subrecipient agrees that any payments due under the Contract shall be applied towards any debt or delinquency that is owed by Subrecipient to the State of Texas.
11. Upon request of the GLO, Subrecipient shall provide copies of its most recent business continuity and disaster recovery plans.
12. If the Contract is for consulting services governed by Texas Government Code Chapter 2254, Subchapter B, in accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Subrecipient certifies that it does not employ an individual who has been employed by the GLO or another agency at any time during the two years preceding the Subrecipient's submission of its offer to provide consulting services to the GLO or, in the alternative Subrecipient, in its offer to provide consulting services to the GLO, disclosed the following: (i) the nature of the previous employment with the GLO or other state agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.*
13. If the Contract is not for architecture, engineering, or construction services, then except as otherwise provided by statute, rule, or regulation, Subrecipient must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY SUBRECIPIENT.**
14. If the Contract is for architecture, engineering, or construction services, then subject to Texas Government Code Section 2260.002 and Texas Civil Practice and Remedies Code Chapter 114, and except as otherwise provided by statute, rule, or regulation, Subrecipient shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Contract. Except as otherwise provided by statute, rule, or regulation, in accordance with the Texas Civil Practice and Remedies Code, Section 114.005, claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code Section 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)-(d). **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY SUBRECIPIENT.**
 - a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if Subrecipient's claim for breach of contract cannot be resolved by the Parties in the ordinary course of business, Subrecipient may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against Subrecipient as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, Subrecipient must provide written notice to the GLO of a claim for breach of the Contract not later than the 180th day after the date

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- of the event giving rise to the claim. The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount Subrecipient seeks as damages; and (3) the legal theory of recovery.
- b. The chief administrative officer, or if designated in the Contract, another officer of the GLO, shall examine the claim and any counterclaim and negotiate with Subrecipient in an effort to resolve them. The negotiation must begin no later than the 120th day after the date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.
 - c. If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the Parties shall reduce the agreement or settlement to writing and each Party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a Party's rights under this Contract as to the parts of the claim that are not resolved.
 - d. If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with the GLO, unless the Parties agree in writing to an extension of time, the Parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is Subrecipient's sole and exclusive process for seeking a remedy for an alleged breach of contract by the GLO if the Parties are unable to resolve their disputes as described in this section.
 - e. Nothing in the Contract shall be construed as a waiver of the state's or the GLO's sovereign immunity, or, if applicable, the governmental immunity of Subrecipient. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas or Subrecipient. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas or, if applicable, of Subrecipient under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. The GLO does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract. Subrecipient does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract.
 - f. Except as otherwise provided by statute, rule, or regulation, compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the Subrecipient: (1) filing suit pursuant to Chapter 114 of the Civil Practices and Remedies Code; or (2) initiating a contested case hearing pursuant to Subchapter C of Chapter 2260 of the Texas Government Code.
15. If Chapter 2271 of the Texas Government Code applies to this Contract, Subrecipient verifies that it does not boycott Israel and will not boycott Israel during the term of the Contract.*
16. This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Subrecipient understands that all obligations of the GLO under this

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Contract are subject to the availability of funds. If such funds are not appropriated or become unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.

17. Subrecipient certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.
18. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Subrecipient certifies that it is not (1) the executive head of the GLO, (2) a person who at any time during the four years before the effective date of the Contract was the executive head of the GLO, or (3) a person who employs a current or former executive head of the GLO.
19. Subrecipient represents and warrants that all statements and information prepared and submitted in connection with this Contract are current, complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of this Contract is a material breach of contract and may void the Contract or be grounds for its termination.
20. Pursuant to Section 2155.004(a) of the Texas Government Code, Subrecipient certifies that neither Subrecipient nor any person or entity represented by Subrecipient has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004(b) of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate. This Section does not prohibit Subrecipient from providing free technical assistance.*
21. Subrecipient represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.*
22. In accordance with Section 2252.901 of the Texas Government Code, for the categories of contracts listed in that section, Subrecipient represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the contract. Solely for professional services contracts as described by Chapter 2254 of the Texas Government Code, Subrecipient further represents and warrants that if a former employee of the GLO was employed by Subrecipient within one year of the employee's leaving the GLO, then such employee will not perform services on projects with Subrecipient that the employee worked on while employed by the GLO.*
23. The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to any Party.

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24. IF THE CONTRACT IS NOT FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT, TO THE EXTENT ALLOWED BY LAW, SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.*
25. IF THE CONTRACT IS FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT, TO THE EXTENT ALLOWED BY LAW, SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO SUBRECIPIENT'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO SUBRECIPIENT, OR ANY OTHER ENTITY OVER WHICH SUBRECIPIENT EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.*
26. TO THE EXTENT ALLOWED BY LAW, SUBRECIPIENT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE GLO AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE

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PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF SUBRECIPIENT PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR SUBRECIPIENT'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY SUBRECIPIENT OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF SUBRECIPIENT'S PERFORMANCE UNDER THE CONTRACT. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. SUBRECIPIENT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, SUBRECIPIENT WILL REIMBURSE THE GLO AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE GLO DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF SUBRECIPIENT OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND SUBRECIPIENT WILL PAY ALL REASONABLE COSTS OF THE GLO'S COUNSEL.*

27. Subrecipient has disclosed in writing to the GLO all existing or known potential conflicts of interest relative to the performance of the Contract.
28. Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.*
29. The person executing this Contract certifies that he/she is duly authorized to execute this Contract on his/her own behalf or on behalf of Subrecipient and legally empowered to contractually bind Subrecipient to the terms and conditions of the Contract and related documents.
30. If the Contract is for architectural or engineering services, pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, Subrecipient shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.*

* This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

31. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Subrecipient shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards. The GLO may unilaterally amend the Contract to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.
32. Subrecipient certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.
33. If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, Subrecipient certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.
34. Pursuant to Section 572.069 of the Texas Government Code, Subrecipient certifies it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for the GLO involving Subrecipient within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.
35. The GLO shall post this Contract to the GLO's website. Subrecipient understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the "PIA"), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the "Attorney General"). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. In accordance with Section 2252.907 of the Texas Government Code, Subrecipient is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (".pdf") format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Subrecipient believes to be excepted from disclosure as "confidential" or a "trade secret," Subrecipient waives any and all claims it may make against the GLO for releasing such information without prior notice to Subrecipient. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Subrecipient shall notify the GLO's Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to PIALegal@glo.texas.gov. If a request for information was not written, Subrecipient shall forward the third party's contact information to the above-designated e-mail address.

* This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

36. The GLO does not tolerate any type of fraud. GLO policy promotes consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Subrecipient must report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO in the manner prescribed by the GLO's website, <http://glo.texas.gov>.
37. If Subrecipient, in its performance of the Contract, has access to a state computer system or database, Subrecipient must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO. Subrecipient must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. Subrecipient must verify in writing to the GLO its completion of the cybersecurity training program.
38. Under Section 2155.0061, Texas Government Code, Subrecipient certifies that the entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.*
39. Subrecipient certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from Subrecipient's business. Subrecipient acknowledges that such a vaccine or recovery requirement would make Subrecipient ineligible for a state-funded contract.
40. Pursuant to Government Code Section 2275.0102, Subrecipient certifies that neither it nor its parent company, nor any affiliate of Subrecipient or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2275.0103, or (2) headquartered in any of those countries.*
41. If Subrecipient is required to make a verification pursuant to Section 2276.002 of the Texas Government Code, Subrecipient verifies that Subrecipient does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Subrecipient does not make that verification, Subrecipient must notify the GLO and state why the verification is not required.*
42. If Subrecipient is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Subrecipient verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a "firearm entity" or "firearm trade association" as those terms are defined in Texas Government Code section 2274.001 and (2) will not discriminate during the term of the Contract against a firearm entity or firearm trade association. If Subrecipient does not make that verification, Subrecipient must notify the GLO and state why the verification is not required.*
43. If Subrecipient is a "professional sports team" as defined by Texas Occupations Code Section 2004.002, Subrecipient will play the United States national anthem at the beginning of each team sporting event held at Subrecipient's home venue or other venue controlled by Subrecipient for the event. Failure to comply with this obligation constitutes a default of this Contract, and immediately subjects Subrecipient to the penalties for default, such as repayment of money received or ineligibility for additional money. In addition, Subrecipient

* This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

may be debarred from contracting with the State. The GLO or the Attorney General may strictly enforce this provision.*

44. To the extent Section 552.371 of the Texas Government Code applies to Subrecipient and the Contract, in accordance with Section 552.372 of the Texas Government Code, Subrecipient must (a) preserve all contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO for the duration of the Contract, (b) no later than the tenth business day after the date of the GLO's request, provide to the GLO any contracting information related to the Contract that is in Subrecipient's custody or possession, and (c) on termination or expiration of the Contract, either (i) provide to the GLO at no cost all contracting information related to the Contract that is in Subrecipient's custody or possession or (ii) preserve the contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the Contract and Subrecipient agrees that the Contract may be terminated if Subrecipient knowingly or intentionally fails to comply with a requirement of that subchapter.*
45. If the Contract is for consulting services governed by Chapter 2254 of the Texas Government Code, Subrecipient, upon completion of the Contract, must give the GLO a compilation, in a digital medium agreed to by the Parties, of all documents, films, recordings, or reports Subrecipient compiled in connection with its performance under the Contract.*
46. If subject to 2 CFR 200.216, Subrecipient shall not obligate or expend funding provided under this Contract to: (a) procure or obtain; (b) extend or renew a contract to procure or obtain; or (c) enter into a contract to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services, as defined in Public Law 115-232, Section 889, as a substantial or essential component of any system, or as critical technology as part of any system.
47. To the extent Texas Government Code Chapter 2252, Subchapter G applies to the Contract, any iron or steel product Subrecipient uses in its performance of the Contract that is produced through a manufacturing process, as defined in Section 2252.201(2) of the Texas Government Code, must be produced in the United States.

* This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

For Purposes of the Amendment to this Contract, the next 27 Pages will be known as **Attachment C-2.**

Drainage Improvements Along Lane Road

Work Order No. B-1

Pursuant to the Contract (Contract) between the County of Calhoun (County) and G & W Engineers, Inc. (Provider) for professional engineering services, as authorized under the County-GLO Contract No. 20-065-064-C182, Provider is authorized to perform the services described below, subject to the Scope of Services; Tasks / Deliverables / Timeframes / Special Conditions; Benchmarks / Budget; and any other conditions of this Work Order. This Work Order modifies and amends the Contract, all provisions of which not specifically amended herein shall remain in full force and effect.

PROJECT DESCRIPTION

This project will improve drainage in the Lane Road area of Calhoun County in connection with the Performance Statement stated in Attachment A of the County-GLO Contract. The project will include the installation of culverts and end treatments, ditch excavation, and associated appurtenances. It is estimated that approximately 25,000 linear feet of drainage channels will be constructed and approximately 30 storm sewer infrastructure pipes, including upgrading existing pipes both in size and quantity, will be installed.

SCOPE OF SERVICES

Provider shall perform some of the engineering duties listed in Attachment C of the Contract, to include, but not be limited to, preliminary and final design, bid advertisement and recommendation, construction phase oversight engineering services, review and recommendation of contractor and sub-contractor pay application(s), and preparation of as-built designs. Provider will coordinate with the Grant Administrator and the Environmental Services provider to supply any and all necessary documents to support Environmental Clearance and proper permitting. Provider will follow the Reporting Requirements in Section 1.05 of the Contract. Additional scope description is outlined below, along with task schedules and payment benchmarks.

TASKS / DELIVERABLES / TIMEFRAME / SPECIAL CONDITIONS

Task 1 –Application/ Start-Up Documents.

Provider will assist the County with the preparation of application and start-up documents for a U.S. Department of Housing and Urban Development Community Development Block Grant – Disaster Recovery, and execute a Work Order with the County upon award.

Deliverables:

1. Executed Work Order for this project. One (1) paper and one (1) electronic copies

Timeframe: Work Order shall be executed within fourteen (14) days of receipt from County.

Task 2 – Data Collection.

As necessary, Provider will perform topographic surveys to document current conditions and for project design. Surveys will be performed to delineate between private and public property, including delineation of county and state-owned lands from private lands, and to identify drainage easement ownership. Additional surveys may be needed as the project proceeds.

Deliverables:

1. Topographic survey overlaid with a property ownership map and survey descriptions, consisting of AutoCAD drawings that include points and descriptors, one (1) foot contours showing all features surveyed and ASCII file containing all surveyed points (Northing, Easting, Elevation, Descriptor).
 - One (1) paper and one (1) electronic copies

Timeframe: Completed within twelve (12) weeks of execution of this Work Order.

Task 3 –Analysis/Study and Reporting.

Provider will perform data analysis to evaluate necessary design criteria and critical path items for the project site. The analysis will result in recommendations in the form of a report to be incorporated into Conceptual Design.

Deliverables:

1. Information and data collected shall be incorporated into the Conceptual Design Report.

Timeframe: Review copy provided to County within four (4) weeks from the time of completion of Task 2.

Additional Scheduling Requirements:

<u>Party</u>	<u>Action</u>	<u>Schedule</u>
Provider	Furnish one (1) electronic review copy of the Report and other Study and Report Phase deliverables to County and Grant Administrator.	Within four (4) weeks of the completion of Task 2.
County	Submit comments regarding Report and other Study and Report Phase deliverables to Provider and Grant Administrator.	Within two (2) weeks of the receipt of Report and other Study and Report Phase deliverables from Provider.
Provider	Furnish one(1) electronic copy of the revised Report and other Study and Report Phase deliverables to County and Grant Administrator.	Within one (1) week of the receipt of County comments regarding the Report and other Study and Report Phase deliverables.

Task 4 –Preliminary Design, Cost Estimates, and other Preliminary Design documents.

Provider will prepare a construction design to correspond with the available construction budget and preliminary design plans. Cost estimates will be provided for establishing final design criteria based upon data collected for the project and Task 3. Preliminary design plans based upon collected data and Task 3 will be submitted to County and the Grant Administrator for review.

Deliverables:

1. Preliminary design plans and updated construction estimates based upon results of Task 3.
 - One (1) paper and one (1) electronic copies

Timeframe: Review copies of the Preliminary Design plans and construction estimate shall be provided to County within eight (8) weeks of Task 3 being considered complete.

Additional Scheduling Requirements:

<u>Party</u>	<u>Action</u>	<u>Schedule</u>
Provider	Furnish one (1) electronic review copy of the Preliminary Design Phase documents, opinion of probable construction cost, and other Preliminary Design Phase deliverables to County and Grant Administrator.	Within eight (8) weeks of County authorization to proceed with Task 4.
County	Submit comments regarding Preliminary Design Phase documents, opinion of probable construction cost, and other Preliminary Design Phase deliverables to Provider.	Within two (2) weeks of the receipt of Preliminary Design Phase documents, opinion of probable construction cost, and other Preliminary Design Phase deliverables from Provider.
Provider	Furnish one (1) electronic copy of the revised Preliminary Design Phase documents, opinion of probable construction cost, and other Preliminary Design Phase deliverables to County and Grant Administrator.	Within one (1) week of the receipt of County comments regarding the Preliminary Design Phase documents, opinion of probable construction cost, and other Preliminary Design Phase deliverables.

Task 5 – Final Design and Other Final Design Documents.

Provider will provide 90% construction plans and 100% final construction plans to County and the Grant Administrator. Construction plans shall consist of detailed design plans establishing a clear and concise plan for County, and shall be signed and sealed by a Texas registered professional engineer with designation on the plans as “Approved for Bidding” as the result of County review and approval.

Deliverables:

1. 100% completion level construction plans, signed and sealed, and marked “Approved for Bidding.”

- One (1) paper, one (1) electronic copy to County; one (1) electronic copy to the Grant Administrator

Timeframe: 90% plans provided to County within six (6) weeks of Task 4 being considered complete.

Additional Scheduling Requirements:

<u>Party</u>	<u>Action</u>	<u>Schedule</u>
Provider	Furnish one (1) electronic review copy of the Final Design Documents (90% set) deliverables to County and Grant Administrator.	Within six (6) weeks of County authorization to proceed with Task 5.
County	Submit comments regarding Final Design Documents (90% set) deliverables to Provider.	Within two (2) weeks of the receipt of Final Design Documents (90% set) deliverables from Provider.
Provider	Furnish one (1) electronic copy of the revised Final Design Plans in the form of 100% completion, signed and sealed plan deliverables to County and Grant Administrator.	Within two (2) weeks of the receipt of County comments regarding the Final Design Documents (90% set) deliverables.

Task 6 – Preparation of Bid Documents and Advertise Bid(s).

Provider will aid County with soliciting a construction contractor and perform other necessary pre-construction activities. Provider will provide the following services:

- Prepare a bid advertisement, advertise the bid, and distribute bid documents to prospective bidders.
- Participate in a pre-bid meeting in Calhoun County to meet with potential bidders to discuss project details, answer questions, and review or clarify the scope of construction work.
- Assemble and submit to County a written document containing an attendees list and the pre-bid meeting minutes, listing questions and answers for distribution to all interested parties.
- Prepare addendum(s) to the Project Manual (Bid Package), if needed.

Deliverables:

For each deliverable, digital copies are to be sent to County and the Grant Administrator.

- Written summary of the pre-bid meeting (submitted within three (3) business days of meeting).
- Addendum to the bid documents, if needed (submitted within five (5) business days of the last day to submit comments/questions).
- Bid Advertisement(s)

Timeline: Completed within (8) weeks of Task 5 being considered complete.

Additional Scheduling Requirements:

<u>Party</u>	<u>Action</u>	<u>Schedule</u>
Provider	Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Bid Phase deliverables to County and Grant Administrator.	Within one (1) week of County authorization to proceed with Task 6.
County	Submit comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Bid Phase deliverables, to Provider.	Within two (2) weeks of the receipt of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Bid Phase deliverables from Provider.
Provider	Furnish one (1) copy of the revised final Drawings and Specifications, assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Bid Phase deliverables, to County and Grant Administrator.	Within one (1) week of the receipt of County comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Bid Phase deliverables.
Provider	Conduct Pre-Bid meeting	Within 15 days of Bid Advertisement.

Task 7 – Bid Proposals and Selection of Contractors.

Provider will assist County in the review of submitted proposals for conformance with project requirements. Provider will summarize cost proposals in tabulated format for comparison. Provider will assist County in reviewing bidder qualifications and assist with contract negotiations.

Deliverables:

1. Bid Tabulation Summary.
2. Recommendation of Award.
3. Notice to Proceed (to be provided to the selected contractor within two (2) business days of Calhoun County Commissioners Court approval of the contractor).

Timeline: Complete Recommendation for Award for presentation to County and digital copies of each deliverable are to be sent to County and the Grant Administrator within two (2) weeks of bid closing.

Task 8 – Construction Phase Services.

The County will administer the construction contract (Contract Documents) with assistance from Provider, who will generally monitor construction progress and spot-check construction to provide reasonable assurances that the work is being constructed in reasonable conformity with the

drawings, general conditions, technical specifications, applicable permits, and the construction contract. It is anticipated that construction - including mobilization and demobilization of workers and equipment - will require approximately 32 weeks. Provider will provide the following services:

On-Site Services: Provider will, with assistance from the County's on-site representative, directly observe and monitor the selected contractor (Contractor) work to determine the progress and quality of the work, identify discrepancies, and report significant discrepancies to Contractor and County. Provider will provide a part-time on-site representative who will be present on average one (1) day every one (1) week; County will provide an on-site representative the balance of the time during construction. The County's on-site representative will perform construction observations on behalf of Provider and report directly to Provider during construction no less than once per week or on an 'as needed' basis.

During construction, Provider will:

1. Document conditions within and adjacent to the project area to be used by the contractor, including truck routes and access/staging areas - prior to the contractor's mobilization to the site.
2. Review Contractor construction submittals.
3. Attend a pre-construction meeting with Contractor and County at the project site. Written minutes of the pre-construction meeting will be submitted to County, Contractor and Grant Administrator.
4. At a minimum, conduct weekly site visits to spot check Contractor's progress and construction for compliance with the Contract Documents.
 - a. Check Contractor's mobilization/demobilization.
 - b. Check Contractor's work for compliance with applicable permit(s) and GLO contract performance statements.
 - c. Keep detailed records of the contractor's operation and of significant events that affect the work, with assistance from County's on-site representative.
 - d. Maintain a complete construction observation logbook of each weekly progress report.
 - e. Provide interpretation of the Contract Documents.
 - f. Ensure record drawings and re-line plans are being kept onsite.
5. Take representative photographs of the construction and compile them in a document to photo-document construction before, during, and after construction.
6. Provide a written summary of the contractor's progress on a monthly basis to the Grant Administrator or as requested in addition to a monthly report as a situation arises.
7. Prepare Construction Field Directives and Change Orders as needed.
8. Check the construction work for substantial compliance with the drawings, general conditions, technical specifications, applicable permits, and the construction contract.
9. Conduct final completion 'walk through' with County and Contractor. Assist in the preparation of a final punch list and project close-out. Project close-out will consist of field verification that the project was constructed in compliance with the drawings, general conditions, technical specifications, applicable permits, and the construction contract.

Deliverables:

Digital copies of each deliverable are to be sent to County and Grant Administrator.

1. Pre-construction meeting minutes (submitted within three (3) business days of meeting; digital copy sent to the contractor)
2. Field inspection reports and logbook (field reports to be submitted weekly)

Administration Services: Provider will provide the following additional services during construction:

- a. Check the work for substantial compliance with the drawings, general conditions, technical specifications, applicable permits, and the construction contract.
- b. As may be requested by County, prepare Change Order(s) for approval by County and Contractor.
- c. Review applications for payment from the contractor, including compliance with the Davis-Bacon Act. Validate the work completed at the time of application for payment. Recommend payment or rejection of application for payment, as deemed appropriate and prepare letters of recommendation regarding pay applications to County and Grant Administrator.
- d. Provide monthly financial updates and track construction expenditures and percent project completion.
- e. Schedule and attend monthly progress meetings to be attended by County and the contractor. Meetings will be held monthly or as deemed appropriate. Prepare meeting agendas and distribute minutes of the meetings to the County, Contractor and the Grant Administrator.

Deliverables:

Digital copies of each deliverable are to be sent to County and the Grant Administrator.

1. Change Orders, if needed.
2. Written financial updates (due with monthly progress reports).
3. Written meeting agendas and minutes (agendas due three (3) days before meetings; minutes due within three (3) business days of meeting).

Task 9 – Project Closeout, As-Built and Completion of Project.

As part of the project closeout, Provider will determine construction completion and schedule and attend a project close-out meeting with the County and the Contractor. Subsequently, Provider will issue a Project Completion Report to recommend issuance of a Certificate of Construction Completion.

Specific details include: preparation of a standard Completion Report at the conclusion of construction. Provider will review and approve any close-out documents submitted by the Contractor as part of the final report. The Completion Report, signed by a professional engineer, will include the following elements:

- a. Project contact information
- b. Project location, design description, project details and as-built feature descriptions
- c. Project cost work summary and work item breakdown
- d. Construction and construction oversight cost summary
- e. Construction sequence, activity, problem summary, change orders and field adjustment descriptions

- f. Miscellaneous comments/documents regarding construction
- g. Significant construction dates.

Deliverables:

1. Project Completion Report: one (1) hard copy and one (1) copy on flash drive or electronic file submission to County and one (1) digital copy to the Grant Administrator (all copies due within three (3) weeks of construction completion).
2. As-built drawings: due by the close of business no later than thirty (30) days after completion of a construction project to the County and the Grant Administrator.
3. A copy of the executed Certificate of Construction Completion ("COCC") for a completed project which must include a final, as built report of quantities, drawings, and specifications used during the course of the project, with justification as to any variances from original plans to County and Grant Administrator.
4. Before, during and after construction photographs to County and the Grant Administrator.

REIMBURSEMENT

Provider shall submit invoices to the Grant Administrator at the completion of each Benchmark, in accordance with the Project Budget/Payment Schedule provided below. Requests for payment must be supported by documentation as required under the Contract, such as invoices, receipts, statements, stubs, tickets, time sheets, and any other documentation that, in the judgment of the Grant Administrator, provides full substantiation of reimbursable costs incurred.

All invoices, reimbursement documents, and deliverables submitted must prominently display "Drainage Improvements Along Lane Road" and "Work Order No. B-1." Failure to include this identification may significantly delay payment under this Work Order.

PROJECT BUDGET/PAYMENT SCHEDULE

Total compensation due to Provider for services provided or performed pursuant to this Work Order shall not exceed ^{One Hundred and Twenty Four Thousand Eight Hundred and Seventy-five} ~~One Hundred Four Thousand Four Hundred Eighteen~~ Dollars (\$~~104,418.00~~). Invoices shall be paid in accordance with the Project Budget below:
\$ 124,875.00

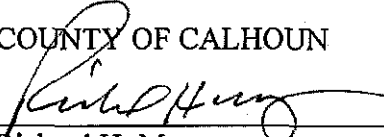
Benchmarks/Deliverables	Amount Paid Per Benchmark	
Benchmark 1 - Prepare application and Start-Up documents	\$ 31,325.40	
Benchmark 2 - 100% Design approved by County	\$ 31,325.40	
Benchmark 3 - Prepare documents and advertise bid(s)	\$ 10,441.80	
Benchmark 4 - Issue Construction NTP to contractors	\$ 15,662.70	\$ 25,891.20
Benchmark 5 - Prepare As-Built and receive approval from County for completion of Project.	\$ 15,662.70	\$ 25,891.20
Total Budget for This Work Order	\$104,418.00	\$ 124,875.00

Termination or Interruption of Work: The County reserves the right to halt or defer all or any portion of the work included in the Scope of Services of this Work Order any time during the performance period. If such an event occurs, the Parties agree that the schedule and budget may require renegotiation.

Amendments to Work Order: Material changes to this Work Order may only be made by written agreement of both Parties.


All Parties to the Contract executed this Work Order, to be effective as of the date signed by the last party.

COUNTY OF CALHOUN



Richard H. Meyer
Calhoun County Judge
Date of execution: 3-25-20

G & W ENGINEERING, INC.



Brian P. Novian
President
Date of execution: 3/16/2020

MAGNOLIA BEACH FIRE STATION

Work Order No. C-1

Pursuant to the Contract (Contract) between the County of Calhoun (County) and G & W Engineers, Inc. (Provider) for professional engineering services, as authorized under the County-GLO Contract No. 20-065-064-C182, Provider is authorized to perform the services described below, subject to the Scope of Services; Tasks / Deliverables / Timeframes / Special Conditions; Benchmarks / Budget; and any other conditions of this Work Order. This Work Order modifies and amends the Contract, all provisions of which not specifically amended herein shall remain in full force and effect.

PROJECT DESCRIPTION

This project will help protect the Magnolia Beach area with the construction of a new fire station. A new generator and associated accessories will also be installed. Activities will be conducted in connection with the Performance Statement stated in Attachment A of the County-GLO Contract. The new fire station will consist of a 60' x 100' engineered metal building including reinforced concrete slab foundation, interior walls, and electric roll-up doors. A 75kW generator including electrical connections, automatic transfer switch, reinforced concrete slab, and all other necessary items will be installed. A reinforced concrete ADA-compliant parking lot and driveways for building access will be constructed.

SCOPE OF SERVICES

Provider shall perform some of the engineering duties listed in Attachment C of the Contract, to include, but not be limited to, preliminary and final design, bid advertisement and recommendation, construction phase oversight engineering services, review and recommendation of contractor and sub-contractor pay application(s), and preparation of as-built designs.

Provider will coordinate with the Grant Administrator and the Environmental Services provider to supply any and all necessary documents to support Environmental Clearance and proper permitting. Provider will follow the Reporting Requirements in Section 1.05 of the Contract. Additional scope description is outlined below, along with task schedules and payment benchmarks.

TASKS / DELIVERABLES / SPECIAL CONDITIONS

Task 1 –Application/ Start-Up Documents.

Provider will assist County with the preparation of application and start-up documents for a U.S. Department of Housing and Urban Development Community Development Block Grant – Disaster Recovery, and execute a Work Order with County upon award.

Deliverables:

1. Executed Work Order for this project. One (1) paper and one (1) electronic copies

Timeframe: Work Order shall be executed within fourteen (14) days of receipt from County.

Task 2 – Data Collection.

As necessary, Provider will perform topographic surveys to document current conditions and for project design. Surveys will be performed to delineate between private and public property, including delineation of county and state-owned lands. Additional surveys may be needed as the project proceeds. Provider shall also provide a Geotechnical Study for the project which shall include borings, material testing and a written report signed by a Texas registered Professional Engineer.

Deliverables:

1. Topographic survey overlaid with a property ownership map and survey descriptions, consisting of AutoCAD drawings that include points and descriptors, one (1) foot contours showing all features surveyed and ASCII file containing all surveyed points (Northing, Easting, Elevation, Descriptor).
 - One (1) paper and one (1) electronic copies
2. Geotechnical Report of the findings from soil testing.
 - One (1) paper and one (1) electronic copies

Timeframe: Completed within ten (10) weeks of execution of this Work Order.

Task 3 – Analysis/Study and Reporting.

Provider will perform data analysis to evaluate necessary design criteria and critical path items for the project site. The analysis will result in recommendations in the form of a report to be incorporated into Conceptual Design.

Deliverables:

1. Information and data collected shall be incorporated into the Conceptual Design Report.

Timeframe: Review copy provided to County within three (3) weeks from the time of completion of Task 2.

Additional Scheduling Requirements:

<u>Party</u>	<u>Action</u>	<u>Schedule</u>
Provider	Furnish one (1) electronic review copy of the Report and other Study and Report Phase deliverables to County and the Grant Administrator.	Within three (3) weeks of the completion of Task 2.
County	Submit comments regarding Report and other Study and Report Phase deliverables to Provider.	Within two (2) weeks of the receipt of Report and other Study and Report Phase deliverables from Provider.

Provider	Furnish one(1) electronic copy of the revised Report and other Study and Report Phase deliverables to County and the Grant Administrator.	Within one (1) week of the receipt of County comments regarding the Report and other Study and Report Phase deliverables.
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Task 4 –Preliminary Design, Cost Estimates, and other Preliminary Design documents.

Provider will prepare a construction design to correspond with the available construction budget and shall include preliminary design plans. Cost estimates will be provided for establishing final design criteria based upon data collected for the project and Task 3. Preliminary design plans based upon collected data and Task 3 will be submitted to County for review.

Deliverables:

1. Preliminary design plans and updated construction estimates based upon results of Task 3 to County.
 - One (1) paper and one (1) electronic copies

Timeframe: Review copies of the Preliminary Design plans. Construction estimate shall be provided to County within six (6) weeks of Task 3 being considered complete.

Additional Scheduling Requirements:

<u>Party</u>	<u>Action</u>	<u>Schedule</u>
Provider	Furnish one (1) electronic review copy of the Preliminary Design Phase documents, opinion of probable construction cost, and other Preliminary Design Phase deliverables to County and the Grant Administrator.	Within six (6) weeks of County authorization to proceed with Task 4.
County	Submit comments regarding Preliminary Design Phase documents, opinion of probable construction cost, and other Preliminary Design Phase deliverables to Provider.	Within two (2) weeks of the receipt of Preliminary Design Phase documents, opinion of probable construction cost, and other Preliminary Design Phase deliverables from Provider.
Provider	Furnish one (1) electronic copy of the revised Preliminary Design Phase documents, opinion of probable construction cost, and other Preliminary Design Phase deliverables to County and the Grant Administrator.	Within one (1) week of the receipt of County comments regarding the Preliminary Design Phase documents, opinion of probable construction cost, and other Preliminary Design Phase deliverables.

Task 5 – Final Design and Other Final Design Documents.

Provider will provide 90% construction plans and 100% final construction plans to County. Construction plans shall consist of detailed design plans establishing a clear and concise plan for County, and shall be signed and sealed by a Texas registered professional engineer with designation on the plans as “Approved for Bidding” as the result of County review and approval.

Deliverables:

1. 100% completion level construction plans, signed and sealed, and marked "Approved for Bidding."
 - One (1) paper and one (1) electronic copies to County; one (1) electronic copy to the Grant Administrator

Timeframe: 90% plans provided to County within six (6) weeks of Task 4 being considered complete.

Additional Scheduling Requirements:

<u>Party</u>	<u>Action</u>	<u>Schedule</u>
Provider	Furnish one (1) electronic review copy of the Final Design Documents (90% set) deliverables to County and the Grant Administrator.	Within six (6) weeks of County authorization to proceed with Task 5.
County	Submit comments regarding Final Design Documents (90% set) deliverables to Provider.	Within two (2) weeks of the receipt of Final Design Documents (90% set) deliverables from Provider.
Provider	Furnish one (1) electronic copy of the revised Final Design Plans in the form of 100% completion, signed and sealed plan deliverables to County and the Grant Administrator.	Within two (2) weeks of the receipt of County comments regarding the Final Design Documents (90% set) deliverables.

Task 6 – Preparation of Bid Documents and Advertise Bid(s).

Provider will aid County with soliciting a construction contractor and perform other necessary pre-construction activities. Provider will provide the following services:

- a. Prepare a bid advertisement, advertise the bid, and distribute bid documents to prospective bidders.
- b. Participate in a pre-bid meeting in Calhoun County to meet with potential bidders to discuss project details, answer questions, and review or clarify the scope of construction work.
- c. Assemble and submit to County a written document containing an attendees list and the pre-bid meeting minutes, listing questions and answers for distribution to all interested parties.
- d. Prepare addendum(s) to the Project Manual (Bid Package), if needed.

Deliverables:

For each deliverable, digital copies are to be sent to County and the Grant Administrator.

1. Written summary of the pre-bid meeting (submitted within three (3) business days of meeting).
2. Addendum to the bid documents, if needed (submitted within five (5) business days of the last day to submit comments/questions).
3. Bid Advertisement(s)

Timeline: Completed within (8) weeks of Task 5 being considered complete.

Additional Scheduling Requirements:

<u>Party</u>	<u>Action</u>	<u>Schedule</u>
Provider	Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Bid Phase deliverables to County and the Grant Administrator.	Within one (1) week of County authorization to proceed with Task 6.
County	Submit comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Bid Phase deliverables, to Provider.	Within two (2) weeks of the receipt of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Bid Phase deliverables from Provider.
Provider	Furnish one (1) electronic copy of the revised final Drawings and Specifications, assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Bid Phase deliverables, to County and the Grant Administrator.	Within one (1) week of the receipt of County comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Bid Phase deliverables.
Provider	Conduct Pre-Bid meeting	Within 15 days of Bid Advertisement.

Task 7 – Bid Proposals and Selection of Contractors.

Provider will assist County in the review of submitted proposals for conformance with project requirements. Provider will summarize cost proposals in tabulated format for comparison. Provider will assist County in reviewing bidder qualifications and assist with contract negotiations.

Deliverables:

1. Bid Tabulation Summary.
2. Recommendation of Award.
3. Notice to Proceed (to be provided to the selected contractor within two (2) business days of Calhoun County Commissioners Court approval of the contractor).

Timeline: Complete Recommendation for Award for presentation to County and digital copies of each deliverable are to be sent to County and the Grant Administrator within two (2) weeks of bid closing.

Task 8 – Construction Phase Services.

The County will administer the construction contract (Contract Documents) with assistance from Provider, who will generally monitor construction progress and spot-check construction to provide reasonable assurances that the work is being constructed in reasonable conformity with the

drawings, general conditions, technical specifications, applicable permits, and the construction contract. It is anticipated that construction - including mobilization and demobilization of workers and equipment - will require approximately 24 weeks. Provider will provide the following services:

On-Site Services: Provider will, with assistance from the County's on-site representative, directly observe and monitor the selected contractor (Contractor) work to determine the progress and quality of the work, identify discrepancies, and report significant discrepancies to Contractor and County. Provider will provide a part-time on-site representative who will be present on average one (1) day every one (1) week; County will provide an on-site representative the balance of the time during construction. The County's on-site representative will perform construction observations on behalf of Provider and report directly to Provider during construction no less than once per week or on an 'as needed' basis.

During construction, Provider will:

1. Document conditions within and adjacent to the project area to be used by Contractor, including truck routes and access/staging areas - prior to Contractor's mobilization to the site.
2. Review Contractor construction submittals.
3. Attend a pre-construction meeting with Contractor and County at the project site. Written minutes of the pre-construction meeting will be submitted to County, Contractor and the Grant Administrator.
4. At a minimum, conduct weekly site visits to spot check Contractor's progress and construction for compliance with the Contract Documents.
 - a. Check Contractor's mobilization/demobilization.
 - b. Check Contractor's work for compliance with applicable permit(s) and GLO contract performance statements.
 - c. Keep detailed records of Contractor's operation and of significant events that affect the work, with assistance from the County's on-site representative.
 - d. Maintain a complete construction observation logbook of each weekly progress report.
 - e. Provide interpretation of the Contract Documents.
 - f. Ensure record drawings and re-line plans are being kept onsite.
5. Take representative photographs of the construction and compile them in a document to photo-document construction before, during, and after construction.
6. Provide a written summary of Contractor's progress on a monthly basis to the Grant Administrator as requested, in addition to a monthly report as a situation arises.
7. Prepare Construction Field Directives and Change Orders as needed.
8. Check the construction work for substantial compliance with the drawings, general conditions, technical specifications, applicable permits, and the construction contract.
9. Conduct final completion 'walk through' with County and Contractor. Assist in the preparation of a final punch list and project close-out. Project close-out will consist of field verification that the project was constructed in compliance with the drawings, general conditions, technical specifications, applicable permits, and the construction contract.

Deliverables:

Digital copies of each deliverable are to be sent to County and the Grant Administrator.

1. Pre-construction meeting minutes (submitted within three (3) business days of meeting; digital copy sent to Contractor)
2. Field inspection reports and logbook (field reports to be submitted weekly)

Administration Services: Provider will provide the following additional services during construction:

- a. Check the work for substantial compliance with the drawings, general conditions, technical specifications, applicable permits, and the construction contract.
- b. As may be requested by County, prepare Change Order(s) for approval by County and Contractor.
- c. Review applications for payment from Contractor, including compliance with the Davis-Bacon Act. Validate the work completed at the time of application for payment. Recommend payment or rejection of application for payment, as deemed appropriate and prepare letters of recommendation regarding pay applications to County and the Grant Administrator.
- d. Provide monthly financial updates and track construction expenditures and percent project completion.
- e. Schedule and attend monthly progress meetings to be attended by County and Contractor. Meetings will be held monthly or as deemed appropriate. Prepare meeting agendas and distribute minutes of the meetings to County and Contractor.

Deliverables:

1. Change Orders, if needed.
2. Written financial updates (due with monthly progress reports).
3. Written meeting agendas and minutes (agendas due three (3) days before meetings; minutes due within three (3) business days of meeting).

Task 9 – Project Closeout, As-Builts and Completion of Project.

As part of the project closeout, Provider will determine construction completion and schedule and attend a project close-out meeting with County and Contractor. Subsequently, Provider will issue a Project Completion Report to recommend issuance of a Certificate of Construction Completion.

Specific details include preparation of a standard Completion Report at the conclusion of construction. Provider will review and approve any close-out documents submitted by Contractor as part of the final report. The Completion Report, signed by a professional engineer, will include the following elements:

- a. Project contact information
- b. Project location, design description, project details and as-built feature descriptions
- c. Project cost work summary and work item breakdown
- d. Construction and construction oversight cost summary
- e. Construction sequence, activity, problem summary, change orders and field adjustment descriptions
- f. Miscellaneous comments/documents regarding construction
- g. Significant construction dates

Deliverables:

1. Project Completion Report: one (1) hard copy and one (1) copy on flash drive or electronic file submission to County and one (1) digital copy to the Grant Administrator (all copies due within three (3) weeks of construction completion).
2. As-built drawings due by the close of business no later than thirty (30) days after completion of a construction project to County and the Grant Administrator.
3. A copy of the executed Certificate of Construction Completion ("COCC") for a completed project which must include a final, as built report of quantities, drawings, and specifications used during the course of the project, with justification as to any variances from original plans to County and the Grant Administrator.
4. Before, during and after construction photographs to County and the Grant Administrator.

REIMBURSEMENT

Provider shall submit invoices to the Grant Administrator at the completion of each Benchmark, in accordance with the Project Budget/Payment Schedule provided below. Requests for payment must be supported by documentation as required under the Contract, such as invoices, receipts, statements, stubs, tickets, time sheets, and any other documentation that, in the judgment of the Grant Administrator, provides full substantiation of reimbursable costs incurred.

All invoices, reimbursement documents, and deliverables submitted must prominently display "Magnolia Beach Fire Station" and "Work Order No. C-1." Failure to include this identification may significantly delay payment under this Work Order.

PROJECT BUDGET/PAYMENT SCHEDULE

Total compensation due to Provider for services provided or performed pursuant to this Work Order shall not exceed ~~One Hundred Twenty Seven Thousand Five Hundred Dollars~~ ^{Eighty-Nine Thousand Two Hundred and Fifty} ~~(\$127,500.00)~~. Invoices shall be paid in accordance with the Project Budget below:

\$89,250.00

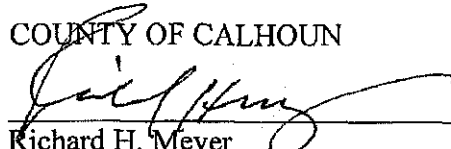
<u>Benchmarks/Deliverables</u>	<u>Amount Paid Per Benchmark</u>	
Benchmark 1 - Prepare application and Start-Up documents	\$38,250.00	
Benchmark 2 - 100% Design approved by County	\$38,250.00	
Benchmark 3 - Prepare documents and advertise bid(s)	\$12,750.00	
Benchmark 4 - Issue Construction NTP to contractors	\$19,125.00	\$0
Benchmark 5 - Prepare As-Built and receive approval from County for completion of Project.	\$19,125.00	\$0
Total Budget for This Work Order	\$127,500.00	\$89,250.00

Termination or Interruption of Work: County reserves the right to halt or defer all or any portion of the work included in the Scope of Services of this Work Order any time during the performance period. If such an event occurs, the Parties agree that the schedule and budget may require renegotiation.

Amendments to Work Order: Material changes to this Work Order may only be made by written agreement of both Parties.

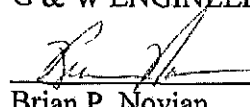
All Parties to the Contract executed this Work Order, to be effective as of the date signed by the last party.

COUNTY OF CALHOUN


Richard H. Meyer
Calhoun County Judge

Date of execution: 3-25-20

G & W ENGINEERING, INC.


Brian P. Novian
President

Date of execution: 3/16/2020

Infrastructure at Little Chocolate Bayou County Park

Work Order No. E-1

Pursuant to the Contract (Contract) between the County of Calhoun (County) and G & W Engineers, Inc. (Provider) for professional engineering services, as authorized under the County-GLO Contract No. 20-065-064-C182, Provider is authorized to perform the services described below, subject to the Scope of Services; Tasks / Deliverables / Timeframes / Special Conditions; Benchmarks / Budget; and any other conditions of this Work Order. This Work Order modifies and amends the Contract, all provisions of which not specifically amended herein shall remain in full force and effect.

PROJECT DESCRIPTION

This project will improve the infrastructure and amenities at Little Chocolate Bayou County Park in connection with the Performance Statement stated in Attachment A of the County-GLO Contract. The project will include the construction of a new vehicular bridge, new pedestrian bridges and fishing piers, and improvements to walking paths, parking and playground equipment.

SCOPE OF SERVICES

Provider shall perform some of the engineering duties listed in Attachment C of the Contract, to include but not be limited to preliminary and final design, bid advertisement and recommendation, construction phase oversight engineering services, review and recommendation of contractor and sub-contractor pay application(s), and preparation of as-built designs. Provider will coordinate with the Grant Administrator and the Environmental Services provider to supply any and all necessary documents to support Environmental Clearance and proper permitting. Provider will follow the Reporting Requirements in Section 1.05 of the Contract. Additional scope description is outlined below, along with task schedules and payment benchmarks.

TASKS / DELIVERABLES / SPECIAL CONDITIONS

Task 1 –Application/ Start-Up Documents.

Provider will assist County with the preparation of application and start-up documents for a U.S. Department of Housing and Urban Development Community Development Block Grant – Disaster Recovery, and execute a Work Order with County upon award.

Deliverables:

1. Executed Work Order for this project. One (1) paper, one (1) electronic copies

Timeframe: Work Order shall be executed within fourteen (14) days of receipt from County.

Task 2 – Data Collection.

As necessary, Provider will perform topographic surveys to document current conditions and for project design. Surveys will be performed to delineate between private and public property, including delineation of county and state-owned lands from private lands. Additional surveys may be needed as the project proceeds. Provider shall also provide a Geotechnical Study for the project, which shall include borings, material testing and a written report signed by a Texas registered Professional Engineer.

Deliverables:

1. Topographic survey overlaid with a property ownership map and survey descriptions, consisting of AutoCAD drawings that include points and descriptors, one (1) foot contours showing all features surveyed and ASCII file containing all surveyed points (Northing, Easting, Elevation, Descriptor).
 - One (1) paper and one (1) electronic copies
2. Geotechnical Report of the findings from soil testing.
 - One (1) paper and one (1) electronic copies

Timeframe: Completed within twelve (12) weeks of execution of this Work Order to County.

Task 3 – Analysis/Study and Reporting.

Provider will perform data analysis to evaluate necessary design criteria and critical path items for the project site. The analysis will result in recommendations in the form of a report to be incorporated into Conceptual Design.

Deliverables:

1. Information and data collected shall be incorporated into the Conceptual Design Report.

Timeframe: Review copy provided to County and the Grant Administrator within three (3) weeks from the time of completion of Task 2.

Additional Scheduling Requirements:

<u>Party</u>	<u>Action</u>	<u>Schedule</u>
Provider	Furnish one (1) electronic review copy of the Report and other Study and Report Phase deliverables to County and Grant Administrator.	Within three (3) weeks of the completion of Task 2.
County	Submit comments regarding Report and other Study and Report Phase deliverables to Provider.	Within three (3) weeks of the receipt of Report and other Study and Report Phase deliverables from Provider.
Provider	Furnish one (1) electronic copy of the revised Report and other Study and Report Phase deliverables to County and Grant Administrator.	Within one (1) week of the receipt of County comments regarding the Report and other Study and Report Phase deliverables.

Task 4 –Preliminary Design, Cost Estimates, and other Preliminary Design documents.

Provider will prepare a construction design to correspond with the available construction budget and shall include preliminary design plans. Cost estimates will be provided for establishing final design criteria based upon data collected for the project and Task 3. Preliminary design plans based upon collected data and Task 3 will be submitted to County for review.

Deliverables:

1. Preliminary design plans and updated construction estimates based upon results of Task 3 to County.
 - One (1) paper and one (1) electronic copies

Timeframe: Review copies of the Preliminary Design plans and construction estimate shall be provided to County within six (6) weeks of Task 3 being considered complete.

Additional Scheduling Requirements:

<u>Party</u>	<u>Action</u>	<u>Schedule</u>
Provider	Furnish one (1) electronic review copy of the Preliminary Design Phase documents, opinion of probable construction cost, and other Preliminary Design Phase deliverables to County and Grant Administrator.	Within six (6) weeks of County authorization to proceed with Task 4.
County	Submit comments regarding Preliminary Design Phase documents, opinion of probable construction cost, and other Preliminary Design Phase deliverables to Provider.	Within three (3) weeks of the receipt of Preliminary Design Phase documents, opinion of probable construction cost, and other Preliminary Design Phase deliverables from Provider.
Provider	Furnish one (1) electronic copy of the revised Preliminary Design Phase documents, opinion of probable construction cost, and other Preliminary Design Phase deliverables to County and Grant Administrator.	Within one (1) week of the receipt of County comments regarding the Preliminary Design Phase documents, opinion of probable construction cost, and other Preliminary Design Phase deliverables.

Task 5 – Final Design and Other Final Design Documents.

Provider will provide 90% construction plans and 100% final construction plans to County. Construction plans shall consist of detailed design plans establishing a clear and concise plan for County, and shall be signed and sealed by a Texas registered professional engineer with designation on the plans as “Approved for Bidding” as the result of County review and approval.

Deliverables:

1. 100% completion level construction plans, signed and sealed, and marked “Approved for Bidding.”

- One (1) paper and one (1) electronic copy to County; one (1) electronic copy to the Grant Administrator

Timeframe: 90% plans provided to County within six (6) weeks of Task 4 being considered complete.

Additional Scheduling Requirements:

<u>Party</u>	<u>Action</u>	<u>Schedule</u>
Provider	Furnish one (1) electronic review copy of the Final Design Documents (90% set) deliverables to County and Grant Administrator.	Within six (6) weeks of County authorization to proceed with Task 5.
County	Submit comments regarding Final Design Documents (90% set) deliverables to Provider.	Within three (3) weeks of the receipt of Final Design Documents (90% set) deliverables from Provider.
Provider	Furnish one (1) electronic copy of the revised Final Design Plans in the form of 100% completion, signed and sealed plan deliverables to County and Grant Administrator.	Within two (2) weeks of the receipt of County comments regarding the Final Design Documents (90% set) deliverables.

Task 6 – Preparation of Bid Documents and Advertise Bid(s).

Provider will aid County with soliciting a construction contractor and perform other necessary pre-construction activities. Provider will provide the following services:

- Prepare a bid advertisement, advertise the bid, and distribute bid documents to prospective bidders.
- Participate in a pre-bid meeting in Calhoun County to meet with potential bidders to discuss project details, answer questions, and review or clarify the scope of construction work.
- Assemble and submit to County a written document containing an attendees list and the pre-bid meeting minutes, listing questions and answers for distribution to all interested parties.
- Prepare addendum(s) to the Project Manual (Bid Package), if needed.

Deliverables:

For each deliverable, digital copies are to be sent to County and the Grant Administrator.

- Written summary of the pre-bid meeting (submitted within three (3) business days of meeting).
- Addendum to the bid documents, if needed (submitted within five (5) business days of the last day to submit comments/questions).
- Bid Advertisement(s)

Timeline: Completed within (8) weeks of Task 5 being considered complete.

Additional Scheduling Requirements:

<u>Party</u>	<u>Action</u>	<u>Schedule</u>
Provider	Construction Contract Documents, the electronic draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Bid Phase deliverables to County and Grant Administrator.	Within one (1) week of County authorization to proceed with Task 6.
County	Submit comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Bid Phase deliverables, to Provider.	Within three (3) weeks of the receipt of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Bid Phase deliverables from Provider.
Provider	Furnish one (1) electronic copy of the revised final Drawings and Specifications, assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Bid Phase deliverables, to County and Grant Administrator.	Within one (1) week of the receipt of County comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Bid Phase deliverables.
Provider	Conduct Pre-Bid meeting	Within 15 days of Bid Advertisement.

Task 7 – Bid Proposals and Selection of Contractors.

Provider will assist County in the review of submitted proposals for conformance with project requirements. Provider will summarize cost proposals in tabulated format for comparison. Provider will assist County in reviewing bidder qualifications and assist with contract negotiations.

Deliverables:

1. Bid Tabulation Summary.
2. Recommendation of Award.
3. Notice to Proceed (to be provided to the selected contractor within two (2) business days of Calhoun County Commissioners Court approval of the contractor).

Timeline: Complete Recommendation for Award for presentation to County and digital copies of each deliverable are to be sent to County and the Grant Administrator within two (2) weeks of bid closing.

Task 8 – Construction Phase Services.

County will administer the construction contract (Contract Documents) with assistance from Provider, who will generally monitor construction progress and spot-check construction to provide reasonable assurances that the work is being constructed in reasonable conformity with the drawings, general conditions, technical specifications, applicable permits, and the construction contract. It is anticipated that construction - including mobilization and demobilization of workers and equipment - will require approximately 24 weeks. Provider will provide the following services:

On-Site Services: Provider will, with assistance from the County's on-site representative, directly observe and monitor the selected contractor (Contractor) work to determine the progress and quality of the work, identify discrepancies, and report significant discrepancies to Contractor and County. Provider will provide a part-time on-site representative who will be present on average one (1) day every one (1) week; County will provide an on-site representative the balance of the time during construction. The County's on-site representative will perform construction observations on behalf of Provider and report directly to Provider during construction no less than once per week or on an 'as needed' basis.

During construction, Provider will:

1. Document conditions within and adjacent to the project area to be used by Contractor, including truck routes and access/staging areas - prior to the Contractor's mobilization to the site.
2. Review Contractor construction submittals.
3. Attend a pre-construction meeting with Contractor and County at the project site. Written minutes of the pre-construction meeting will be submitted to County and Contractor.
4. At a minimum, conduct weekly site visits to spot check Contractor's progress and construction for compliance with the Contract Documents.
 - a. Check the Contractor's mobilization/demobilization.
 - b. Check Contractor's work for compliance with applicable permit(s) and GLO contract performance statements.
 - c. Keep detailed records of Contractor's operation and of significant events that affect the work, with assistance from the County's on-site representative.
 - d. Maintain a complete construction observation logbook of each weekly progress report.
 - e. Provide interpretation of the Contract Documents.
 - f. Ensure record drawings and re-line plans are being kept onsite.
5. Take representative photographs of the construction and compile them in a document to photo-document construction before, during, and after construction.
6. Provide a written summary of Contractor's progress on a monthly basis to the Grant Administrator or as requested in addition to a monthly report as a situation arises.
7. Prepare Construction Field Directives and Change Orders as needed.
8. Check the construction work for substantial compliance with the drawings, general conditions, technical specifications, applicable permits, and the construction contract.
9. Conduct final completion 'walk through' with County and Contractor. Assist in the preparation of a final punch list and project close-out. Project close-out will consist of field verification that the project was constructed in compliance with the drawings, general conditions, technical specifications, applicable permits, and the construction contract.

Deliverables:

Digital copies of each deliverable are to be sent County and the Grant Administrator.

1. Pre-construction meeting minutes (submitted within three (3) business days of meeting; digital copy sent to the Contractor)
2. Field inspection reports and logbook (field reports to be submitted weekly)

Administration Services: Provider will provide the following additional services during construction:

- a. Check the work for substantial compliance with the drawings, general conditions, technical specifications, applicable permits, and the construction contract.
- b. As may be requested by County, prepare Change Order(s) for approval by County and Contractor.
- c. Review applications for payment from the Contractor, including compliance with the Davis-Bacon Act. Validate the work completed at the time of application for payment. Recommend payment or rejection of application for payment, as deemed appropriate and prepare letters of recommendation regarding pay applications to County and the Grant Administrator.
- d. Provide monthly financial updates and track construction expenditures and percent project completion.
- e. Schedule and attend monthly progress meetings to be attended by County and Contractor. Meetings will be held monthly or as deemed appropriate. Prepare meeting agendas and distribute minutes of the meetings to County, Contractor and the Grant Administrator.

Deliverables:

1. Change Orders, if needed.
2. Written financial updates (due with monthly progress reports).
3. Written meeting agendas and minutes (agendas due three (3) days before meetings; minutes due within three (3) business days of meeting).

Task 9 – Project Closeout, As-Built and Completion of Project.

As part of the project closeout, Provider will determine construction completion and schedule and attend a project close-out meeting with County and Contractor. Subsequently, Provider will issue a Project Completion Report to recommend issuance of a Certificate of Construction Completion.

Specific details include preparation of a standard Completion Report at the conclusion of construction. Provider will review and approve any close-out documents submitted by Contractor as part of the final report. The Completion Report, signed by a professional engineer, will include the following elements:

- a. Project contact information
- b. Project location, design description, project details and as-built feature descriptions
- c. Project cost work summary and work item breakdown
- d. Construction and construction oversight cost summary

- e. Construction sequence, activity, problem summary, change orders and field adjustment descriptions
- f. Miscellaneous comments/documents regarding construction
- g. Significant construction dates.

Deliverables:

1. Project Completion Report: one (1) hard copy and one (1) copy on flash drive or electronic file submission to County and one (1) digital copy to the Grant Administrator (all copies due within three (3) weeks of construction completion).
2. As-built drawings due by the close of business no later than thirty (30) days after completion of a construction project to County and the Grant Administrator.
3. A copy of the executed Certificate of Construction Completion ("COCC") for a completed project which must include a final, as built report of quantities, drawings, and specifications used during the course of the project, with justification as to any variances from original plans to County and the Grant Administrator.
4. Before, during and after construction photographs to County and the Grant Administrator.

REIMBURSEMENT

Provider shall submit invoices to the Grant Administrator at the completion of each Benchmark, in accordance with the Project Budget/Payment Schedule provided below. Requests for payment must be supported by documentation as required under the Contract, such as invoices, receipts, statements, stubs, tickets, time sheets, and any other documentation that, in the judgment of the Grant Administrator, provides full substantiation of reimbursable costs incurred.

All invoices, reimbursement documents, and deliverables submitted must prominently display "Infrastructure at Little Chocolate Bayou County Park" and "Work Order No. E-1." Failure to include this identification may significantly delay payment under this Work Order.

PROJECT BUDGET/PAYMENT SCHEDULE

Total compensation due to Provider for services provided or performed pursuant to this Work Order shall not exceed ~~One Hundred Thirty-five Thousand~~ ^{One Hundred Seventy-Five Thousand} Dollars (~~\$135,000.00~~). Invoices shall be paid in accordance with the Project Budget below: \$175,000.00

Benchmarks/Deliverables	Amount Paid Per Benchmark
Benchmark 1 - Prepare application and Start-Up documents	\$40,500.00
Benchmark 2 - 100% Design approved by County	\$40,500.00
Benchmark 3 - Prepare documents and advertise bid(s)	\$13,500.00
Benchmark 4 - Issue Construction NTP to contractors	\$20,250.00 \$40,250.00
Benchmark 5 - Prepare As-Builts and receive approval from County for completion of Project.	\$20,250.00 \$40,250.00

Total Budget for This Work Order

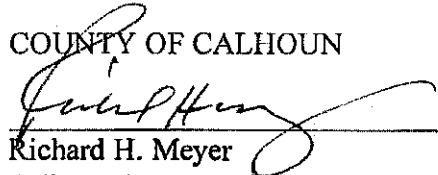
~~\$125,000.00~~ \$175,000.00

Termination or Interruption of Work: County reserves the right to halt or defer all or any portion of the work included in the Scope of Services of this Work Order any time during the performance period. If such an event occurs, the Parties agree that the schedule and budget may require renegotiation.

Amendments to Work Order: Material changes to this Work Order may only be made by written agreement of both Parties.


All Parties to the Contract executed this Work Order, to be effective as of the date signed by the last party.

COUNTY OF CALHOUN


Richard H. Meyer
Calhoun County Judge

Date of execution: 3-25-20

G & W ENGINEERING, INC.


Brian P. Novian
President

Date of execution: 3/16/2020

**CALHOUN COUNTY
20-065-064-C182****PERFORMANCE STATEMENT**

Hurricane Harvey caused damage throughout Calhoun County (Subrecipient). Heavy rainfall and high winds caused flooding and damage to homes, streets, and public facilities. Undersized culverts and inadequate drainage facilities throughout the county prohibited stormwater from draining effectively. This inundated the drainage system and threatened public health, safety, and welfare. Subrecipient will conduct drainage and public facilities Infrastructure improvements to facilitate proper stormwater conveyance to reduce the impact of future flooding and ensure emergency response systems are fully operational during emergency situations.

Subrecipient shall perform the Activities identified herein for the target area specified in its approved Texas Community Development Block Grant Disaster Recovery Supplemental Grant Application to aid areas most impacted by Hurricane Harvey. The persons to benefit from the Activities described herein must receive the prescribed service or benefit, and all eligibility requirements must be met to fulfill contractual obligations.

The grant total is \$6,176,548.00. Subrecipient will be required to maintain a detailed Budget breakdown in the official system of record of the GLO's Community Development and Revitalization division (GLO-CDR).

Flood and Drainage Facilities

Subrecipient shall install culverts and end treatments, excavate ditches, replace drainage pipes and complete associated appurtenances. Construction shall take place at the following locations within the county.

Flood and Drainage Facilities	Location Approximate Lat/Long	Proposed HUD Performance Measures	Census Tract	Block Group
Drainage Ditch Channel 1.5 Miles west of Lane Road	Upstream on SH-185 mid-way between White Rd. and Morales Road to 3.21 miles to the south 28.399271, -96.622587	18,600 LF	0005.00	2
Drainage Basin	Intersection of Wittnebert Rd. and Carabajal Rd. to approx. 2,300 LF southwest of start point 28.403966, -96.618509	2,400 LF	0005.00	2

These Activities shall benefit one hundred eighty (180) persons. Of these persons, one hundred fifteen (115), or sixty-three and eighty-nine hundredths percent (63.89%), are of low to moderate income.

Flood and Drainage Facilities

Subrecipient shall install storm sewer outfalls, culverts, and end treatments; excavate ditches; and complete associated appurtenances. Construction shall take place at the following locations within the county.

Flood and Drainage Facilities	Location Approximate Lat/Long	Proposed HUD Performance Measures	Census Tract	Block Group
Alamo Beach Drainage Area 1	Area between Cox Street and San Jacinto Street 28.570070, -96.566364	11,000 LF	0004.00	1
Alamo Beach Drainage Area 2	Area between San Jacinto Street and Fannin Street 28.572885, -96.567686	11,000 LF	0004.00	1
Alamo Beach Drainage Area 3	Area between Lee Street and E. Sunrise Street 28.575191, -96.566273	2,975 LF	0004.00	1
Alamo Beach Drainage Area 4	Area between Fannin Street and E. Skyview Avenue 28.576220, -96.568050	7,200 LF	0004.00	1
Alamo Beach Drainage Area 5	Area between E. Skyview Avenue and Sunset Avenue 28.578390, -96.568508	8,700 LF	0004.00	1
Alamo Beach Drainage Area 6	Area between E. Skyview Avenue and Travis Street 28.580839, -96.568466	6,700 LF	0004.00	1
Alamo Beach Drainage Area 7	Area between W. Kruse Street to Carrigan Avenue 28.582579, -96.573338	9,300 LF	0004.00	1

These Activities shall benefit two thousand two hundred forty (2,240) persons. Of these persons, one thousand two hundred sixty-five (1,265), or fifty-six and forty-seven hundredths percent (56.47%), are of low to moderate income.

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Fire Protection Facilities and Equipment

Subrecipient shall demolish and dispose of the existing Magnolia Beach Fire Station, construct a new fire station and new ADA-compliant parking lot, install a generator, and complete associated appurtenances. Construction shall take place at the following locations within the county. The environmental review and engineering were completed under this grant. Due to costs overrun, the remainder of this project will be completed through a different funding source.

Public Facilities	Location Approximate Lat/Long	Proposed HUD Performance Measures	Census Tract	Block Group
Magnolia Beach Fire Station	873 Margie Tewmey Road #1 Port Lavaca, Texas 28.55982, -96.54321	One (1) Public Facility	0002.00 0004.00	2,4 1,2
These Activities shall benefit six thousand eight hundred ninety-five (6,895) persons. Of these persons, three thousand five hundred thirty (3,530), or fifty-one and twenty hundredths percent (51.20%), are of low to moderate income.				

Parks, Playgrounds and Other Recreational Facilities

Subrecipient shall furnish and install covered picnic areas, new parking facilities, playground equipment, lighted ADA-compliant 6-foot wide walking paths, rebuild a road bridge; remove and replace 2 ADA-compliant fishing piers; and complete associated appurtenances. Construction shall take place at the following location within the county.

Public Facilities	Location Approximate Lat/Long	Proposed HUD Performance Measures	Census Tract	Block Group
Little Chocolate Bay Park	Locations throughout the Park 28.598288, -96.638933	One (1) Public Facility	0002.00 0004.00	2,4 1
These Activities shall benefit five thousand two hundred eighty (5,280) persons. Of these persons, two thousand eight hundred eighty-five (2,885), or fifty-four and sixty-four hundredths percent (54.64%), are of low to moderate income.				

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Specially Authorized Public Facilities and Improvements

Subrecipient shall install a specialized repeater system at the county's Radio Towers, install equipment at the command and control center, and complete associated appurtenances. Construction shall take place at the following locations within the county.

Public Facilities	Location Approximate Lat/Long	Proposed HUD Performance Measures	Census Tract	Block Group
Calhoun County Courthouse Control Center	211 S. Ann Street Port Lavaca, Texas 28.612818, -96.626118	One (1) Public Facility	0001.00	1,2,3
			0002.00	1,2,3,4
			0003.00	1,2
			0004.00	1,2,3,4
			0005.00	1,2,3,4
Port Lavaca Radio Tower	484 Airline Drive Port Lavaca, Texas 28.59793, -96.64917	One (1) Public Facility	0001.00	1,2,3
			0002.00	1,2,3,4
			0003.00	1,2
			0004.00	1,2,3,4
			0005.00	1,2,3,4
Port O'Connor Radio Tower	3220 W. Harrison Avenue Port O'Connor, Texas 28.43836, -96.44861	One (1) Public Facility	0001.00	1,2,3
			0002.00	1,2,3,4
			0003.00	1,2
			0004.00	1,2,3,4
			0005.00	1,2,3,4
Union Carbide Radio Tower	7501 SH 185 North Seadrift, Texas 28.415740, -96.713147	One (1) Public Facility	0001.00	1,2,3
			0002.00	1,2,3,4
			0003.00	1,2
			0004.00	1,2,3,4
			0005.00	1,2,3,4
These Activities shall benefit twenty-one thousand four hundred five (21,405) persons. Of these persons, eight thousand nine hundred ninety (8,990), or forty-two percent (42%), are of low to moderate income. These Activities will meet the Urgent Need National Objective.				

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BUDGET

HUD Activity Type	Grant Award	Other Funds	Total
Rehabilitation/Reconstruction of Public Improvements	\$2,600,875.00	\$0.00	\$2,600,875.00
Rehabilitation/Reconstruction of Public Facilities - LMI	\$1,992,330.50	\$0.00	\$1,992,330.50
Rehabilitation/Reconstruction of Public Facilities – UN	\$1,583,342.50	\$0.00	\$1,583,342.50
TOTAL	\$6,176,548.00	\$0.00	\$6,176,548.00

MILESTONES

Milestones	Not-To-Exceed Draw Percentages					
	Construction Funds	Engineering Funds	Grant Administration Funds	Special Environmental Funds	Environmental Funds	Acquisition Funds
Project Kick-Off Meeting and Start-up Documentation			15%			
Engineering Contract Executed		30%				
Environmental Contract Executed			30%			
100% Design Approval		60%				
Special Environmental Report Approval				100%		
Authority to Use Grant Funds			50%		100%	
Acquisition Start						100%
Bid Advertisement		70%	60%			
Construction Notice to Proceed	85%	85%	85%			
As-Built Plans/COCC/FWCR	100%	100%	95%			
Grant Completion Report Approval			100%			

12

12. Public Hearing concerning Petition to Vacate Club Grounds, Bayside Beach as recorded in Volume Z, Page 28 of the Plat Records of Calhoun County, Texas. (DEH)

Regular Session closed at 10:14am
Terry Ruddick explained the Petition to Vacate.
Regular session opened at 10:16am

13

13. Consider and take necessary action to Vacate Club Grounds, Bayside Beach as recorded in Volume Z, Page 28 of the Plat Records of Calhoun County, Texas.
(DEH)

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



May 9, 2024

David Hall
County Commissioner Precinct #1
305 Henry Barber Way
Port Lavaca, TX 77979

RE: Indianola Club Grounds

Dear Commissioner Hall,

Please consider this letter as my request to have the following items placed on the May 15, 2024 Commissioner's Court agenda:

Public Hearing concerning Petition to Vacate Club Grounds, Bayside Beach as recorded in Volume Z, Page 28 of the Plat Records of Calhoun County, Texas.

Consider and take necessary action to Vacate Club Grounds, Bayside Beach as recorded in Volume Z, Page 28 of the Plat Records of Calhoun County, Texas.

If I can provide additional information, please do not hesitate to contact me.

Sincerely,

Terry T. Ruddick, R.P.L.S.
C.E.O.
(S26207.01)

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

San Antonio
12661 Silicon Drive
San Antonio, TX 78249
210-267-8654
Firm #: 10193843

Cuero
104 E. French Street
Cuero, TX 77954
361-277-9061
Firm #: 10021101

urbansurveying.com





**PETITION TO VACATE
Club Grounds
Bayside Beach**

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 Club Grounds, Bayside Beach as recorded in Volume Z, Page 28 of the Plat Records of Calhoun County, Texas do hereby petition the Calhoun County Commissioner's Court to Vacate said tracts 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 May 15, 2024, at 10:00 am.

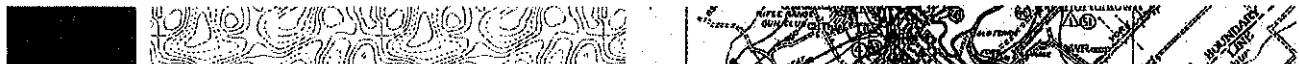
Terry T. Ruddick, R.P.L.S.
Urban Surveying, Inc.
2004 N. Commerce
Victoria, TX 77901
361-578-9837
(S26207.01)

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

San Antonio
12661 Silicon Drive
San Antonio, TX 78249
210-267-8654
Firm #: 10193843

Cuero
104 E. French Street
Cuero, TX 77954
361-277-9081
Firm #: 10021101

urbansurveying.com



14

14. Accept Monthly Reports from the following County Offices:

- i. District Clerk – April, 2024
- ii. Justice of the Peace No. 1 – April 2024
- iii. Justice of the Peace No. 2 – April, 2024
- iv. Justice of the Peace No. 3 – April, 2024
- v. Justice of the Peace No. 4 – April, 2024
- vi. Justice of the Peace No. 5 – April, 2024 – 1st revision
- vii. Sheriff Department – April, 2024

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

ENTER COURT NAME		DISTRICT CLERK	
ENTER MONTH OF REPORT		APRIL	
ENTER YEAR OF REPORT		2024	
CODE	AMOUNT		
CR - CCC	2.18	Revised 04/03/23	
CR - STATE CCC - 2020	1,572.71		
CR - LOCAL CCC - 2020	892.58		
CR - CRIMINAL JUSTICE PLANNING FUND			
CR - CLERK'S FEE	7.51		
CR - CMI			
CR - CRIME STOPPERS	146.08		
CR - COURTHOUSE SECURITY	0.96		
CR - OVCF			
CR - CJRT			
CR - DRUG CRT PROG FEE	5.11		
CR - FA			
CR - JGD			
CR - JCPT			
CR - JURY REIMBURSEMENT FEE - JRF	2.15		
CR - JUDICIAL SUPPORT FUND - JSR	0.31		
CR - LAW ENFORC. EDUC FUND			
CR - IND LEGALS SVCS (IDF)	0.04		
CR - DUE TO STATE - NONDISCLOSURE FEE			
CR - TIME PAYMENT - TP	1.60		
CR - TIME PAYMENT REIMBURSEMENT - 2020	101.44		
CR - BREATH ALCOHOL TESTING			
CR - CO CHILD ABUSE PREVENTION FUND	0.84		
CR - CLERK'S FEE			
CR - RECORDS MANAGEMENT	4.73		
CR - BOND FORFEITURES			
CR - PRETRIAL DIVERSION FUND			
CR - REBATES ON PREVIOUS EXPENSES			
CR - REIMBORT APPOINTED ATTY FEES	743.19		
CR - TECHNOLOGY FUND (DIST & CO CLK)	0.73		
CR - STATE ELECTRONIC FILING FEE	0.88		
CR - COUNTY ELECTRONIC FILING FEE			
CR - EMS TRAUMA FUND	244.75		
CR - DNA TESTING FEE	2.19		
CR - FAMILY VIOLENCE FINE	51.69		
CR - RESTITUTION FEE			
CR - TOLEOSE - MVE			
CR - STATE TRAFFIC FINE			
CR - OVERPAYMENTS	640.00		
CR - SHERIFF	311.41		
CR - D.A.			
CR - FINES	2,608.17	CR-SUBTOTAL	\$7,541.25
CV - STATE REIMB - TITLE IV-D COURT COSTS			
CV - COPIES	331.70		
CV - CLERK'S FEES	2,266.50		
CV - COURT RECORDS PRESERVATION FUND	10.00		
CV - RECORDS MGMT FEE - DISTRICT CLERK			
CV - STENOGRAPHER	715.00		
CV - SHERIFF'S JURY FEE			
CV - LAW LIBRARY	1,001.00		
CV - (STATE) DIV. & FAMILY LAW			
CV - (STATE) OTHER THAN DIV/FAM LAW			
CV - (STATE) OTHER CIVIL PROCEEDINGS	10.00		
CV - JURY FEE	306.00		
CV - COUNTY DISPUTE RESOLUTION FUND	429.00		
CV - RECORDS MGMT PRSRV FUND - CLERK	954.40		
CV - COURTHOUSE SECURITY	577.00		
CV - LANGUAGE ACCESS FUND	86.80		
CV - SHERIFF'S SERVICE FEE	1,317.00		
**CV - DUE TO OTHERS			
CV - CRT APPOINTED ATTY FEES - CHILD SUPPORT			
CV - JUDICIAL & COURT PERSONNEL TRAINING FEE	5.00		
CV - JUDICIAL SALARIES	42.00		
CV - AJSE	143.00		
CV - COURT FACILITY FEE FUND	572.00		
CV - BOND FORFEITURES			
CV - STATE ELECTRONIC FILING FEE	30.00		
CV - COUNTY ELECTRONIC FILING FEE			
CV - FAMILY PROTECTION FEE			
CV - ADOPTION BUREAU OF VITAL STATS FEE			
CV - DUE TO STATE - NONDISCLOSURE FEE			
CV - DUE TO STATE - CONSOLIDATED FEE 2022	1,836.50		
CV - OVERPAYMENTS	10.00		
CV - OUT-OF-COUNTY SVC OF CITATION	360.00	CV-SUBTOTAL	\$11,001.00
TOTAL CASH RECEIPTS	\$18,542.25		
NSF CHECKS			
DUE TO OTHERS	AMOUNT		
ATTORNEY GENERAL - RESTITUTION		PLEASE INCLUDE P. O. REQUESTING DISBURSEMENT	
OUT-OF-COUNTY SERVICE FEE	360.00	PLEASE INCLUDE P. O. REQUESTING DISBURSEMENT	
REFUNDS OF OVERPAYMENTS	550.00	PLEASE INCLUDE P. O. REQUESTING DISBURSEMENT	
DUE TO OTHERS (crime stoppers)	146.08		
TOTAL DUE TO OTHERS	\$1,456.08		
TREASURERS RECEIPTS FOR MONTH:	*		
CASH, CHECKS, M.O.s & CREDIT CARDS	18,542.25	Calculate from ACTUAL Treasurer's Receipts	

*Treasurer Receipt Numbers:
F2024APR006,024,031,042

MONTHLY REPORT OF COLLECTIONS AND DISTRIBUTIONS

COURT NAME: DISTRICT CLERK
 MONTH OF REPORT: APRIL
 YEAR OF REPORT: 2024

ACCOUNT NUMBER	ACCOUNT NAME	DEBIT	CREDIT
1000-001-44190	SHERIFF'S SERVICE FEES		\$1,628.41
1000-001-44140	JURY FEES		\$306.00
1000-001-44045	RESTITUTION FEE		\$0.00
1000-001-44020	DISTRICT ATTORNEY FEES		\$0.00
1000-001-49010	REBATES-PREVIOUS EXPENSE		\$0.00
1000-001-49030	REBATES-ATTORNEY'S FEES		\$743.19
1000-001-44058	DISTRICT CLERK ELECTRONIC FILING FEES		\$0.00
1000-001-44322	TIME PAYMENT REIMBURSEMENT FEES		\$101.44
1000-001-43049	STATE REIMB- TITLE IV-D COURT COSTS		\$0.00
<i>DISTRICT CLERK FEES</i>			
	CERTIFIED COPIES	\$331.70	
	CRIMINAL COURT	\$7.51	
	CIVIL COURT	\$2,266.50	
	STENOGRAPHER	\$715.00	
	CIV FEES DIFF	\$0.00	
1000-001-44050	DISTRICT CLERK FEES		\$3,320.71
1000-999-20771	FAMILY VIOLENCE FINE		\$51.69
1000-999-10010	CASH - AVAILABLE	\$6,151.44	
2706-001-44055	FAMILY PROTECTION FEE		\$0.00
2706-999-10010	CASH - AVAILABLE	\$0.00	
2740-001-45055	FINES - DISTRICT COURT		\$2,808.17
2740-999-10010	CASH - AVAILABLE	\$2,808.17	
2620-001-44055	APPELLATE JUDICIAL SYSTEM		\$143.00
2620-999-10010	CASH - AVAILABLE	\$143.00	
2648-001-44055	COURT FACILITY FEE FUND		\$572.00
2648-999-10010	CASH - AVAILABLE	\$572.00	
2670-001-44055	COURTHOUSE SECURITY		\$577.96
2670-999-10010	CASH - AVAILABLE	\$577.96	
2673-001-44055	CRT RECS PRESERVATION FUND- CO		\$10.00
2673-999-10010	CASH - AVAILABLE	\$10.00	
2725-001-44055	LANGUAGE ACCESS FUND		\$85.80
2725-999-10010	CASH - AVAILABLE	\$85.80	
2739-001-44055	RECORD MGMT/PRSV FUND - CLERK		\$958.66
2739-999-10010	CASH - AVAILABLE	\$958.66	
2737-001-44055	RECORD MGMT/PRSV FUND -DIST CLRK		\$0.47
2737-999-10010	CASH - AVAILABLE	\$0.47	
2731-001-44055	LAW LIBRARY		\$1,001.00
2731-999-10010	CASH - AVAILABLE	\$1,001.00	
2663-001-44050	CO & DIST CRT TECHNOLOGY FUND		\$0.73
2663-999-10010	CASH - AVAILABL	\$0.73	
7040-999-20740	BREATH ALCOHOL TESTING - STATE		\$0.00
7040-999-10010	CASH - AVAILABLE	\$0.00	
2667-001-44055	CO CHILD ABUSE PREVENTION FUND		\$0.84
2667-999-10010	CASH - AVAILABLE	\$0.84	
7502-999-20740	JUDICIAL & COURT PERSONNEL TRAINING FUND-STATE		\$5.00
7502-999-10010	CASH-AVAILABE	\$5.00	
7383-999-20610	DNA TESTING FEE - County		\$0.22
7383-999-20740	DNA TESTING FEE - STATE		\$1.97

7383-999-10010	CASH - AVAILABLE	\$2.19	
7405-999-20610	EMS TRAUMA FUND - COUNTY		\$24.47
7405-999-20740	EMS TRAUMA FUND - STATE		\$220.28
7405-999-10010	CASH - AVAILABLE	\$244.75	
7070-999-20610	CONSOL. COURT COSTS - COUNTY		\$0.22
7070-999-20740	CONSOL. COURT COSTS - STATE		\$1.96
7070-999-10010	CASH - AVAILABLE	\$2.18	
7072-999-20610	STATE CONSOL. COURT COSTS- COUNTY		\$157.27
7072-999-20740	STATE CONSOL. COURT COSTS- STATE		\$1,415.44
7072-999-10010	CASH- AVAILABLE	\$1,572.71	
2698-001-44030-010	DRUG CRT PROG FEE - COUNTY (PROGRAM)		\$2.56
2698-999-10010-010	CASH - AVAILABLE	\$2.56	
7390-999-20610-999	DRUG COURT PROG FEE - COUNTY (SVC FEE)		\$0.51
7390-999-20740-999	DRUG COURT PROG FEE - STATE		\$2.04
7390-999-10010-999	CASH - AVAILABLE	\$2.55	
7865-999-20610-999	CRIM - SUPP OF IND LEGAL SVCS - COUNTY		\$0.00
7865-999-20740-999	CRIM - SUPP OF IND LEGAL SVCS - STATE		\$0.04
7865-999-10010-999	CASH - AVAILABLE	\$0.04	
7760-999-20790-010	CRIM - DUE TO STATE - NONDISCLOSURE FEE		\$0.00
7760-999-10010-010	CRIM - DUE TO STATE - NONDISCLOSURE FEE	\$0.00	
7950-999-20610	TIME PAYMENT - COUNTY		\$0.80
7950-999-20740	TIME PAYMENT - STATE		\$0.80
7950-999-10010	CASH - AVAILABLE	\$1.60	
7505-999-20610	JUDICIAL SUPPORT-CRIM - COUNTY		\$0.03
7505-999-20740	JUDICIAL SUPPORT-CRIM - STATE		\$0.28
7505-999-10010	CASH - AVAILABLE	\$0.31	
7505-999-20740-010	JUDICIAL SALARIES-CIVIL - STATE(42)		\$42.00
7505-999-10010-010	CASH AVAILABLE	\$42.00	
2740-001-45050	BOND FORFEITURES		\$0.00
2740-999-10010	CASH - AVAILABLE	\$0.00	
2729-001-44034	PRE-TRIAL DIVERSION FUND		\$0.00
2729-999-10010	CASH - AVAILABLE	\$0.00	
7857-999-20610	JURY REIMBURSEMENT FUND- COUNTY		\$0.22
7857-999-20740	JURY REIMBURSEMENT FUND- STATE		\$1.93
7857-999-10010	CASH - AVAILABLE	\$2.15	
7860-999-20610	STATE TRAFFIC FINE- COUNTY		\$0.00
7860-999-20740	STATE TRAFFIC FINE- STATE		\$0.00
7860-999-10010	CASH - AVAILABLE	\$0.00	
7403-999-22888	DIST CRT - ELECTRONIC FILING FEE - CIVIL		\$30.00
7403-999-22991	DIST CRT - ELECTRONIC FILING FEE - CRIMINAL		\$0.88
	CASH - AVAILABLE	\$30.88	

LOCAL CONSOL. COURT COST

1000-001-44050	DISTRICT CLERK FEES		\$340.03
1000-999-10010	CASH - AVAILABLE	\$340.03	
2739-001-44055	RECORD MGMT/PRSV FUND - COUNTY		\$212.52
2739-999-10010	CASH - AVAILABLE	\$212.52	
2669-001-44050	COUNTY JURY FUND		\$8.50
2669-999-10010	CASH - AVAILABLE	\$8.50	
2670-001-44055	COURTHOUSE SECURITY		\$85.01
2670-999-10010	CASH - AVAILABLE	\$85.01	
2663-001-44050	CO & DIST CRT TECHNOLOGY FUND		\$34.00
2663-999-10010	CASH - AVAILABLE	\$34.00	
2676-001-44050	COUNTY SPECIALTY COURT FUND		\$212.52
2676-999-10010	CASH - AVAILABLE	\$212.52	

TOTAL: \$892.58

7855-999-20784-010	DIST CRT - DIVORCE & FAMILY LAW - STATE		\$0.00
7855-999-20657-010	DIST CRT - DIVORCE & FAMILY LAW - COUNTY		\$0.00
7855-999-20792-010	DIST CRT-OTHER THAN DIVORCE/FAMILY LAW - STATE		\$0.00
7855-999-20658-010	DIST CRT-OTHER THAN DIVORCE/FAMILY LAW - COUNTY		\$0.00
7855-999-20740-010	DIST CRT - OTHER CIVIL PROCEEDINGS - STATE		9.50
7855-999-20610-010	DIST CRT - OTHER CIVIL PROCEEDINGS - COUNTY		0.50
7855-999-20790-010	DUE TO STATE - NONDISCLOSURE FEE		\$0.00
7855-999-10010-010	CASH - AVAILABLE	10.00	
2677-001-44050-999	COUNTY DISPUTE RESOLUTION FUND		\$429.00
2677-999-10010-999	CASH - AVAILABLE	\$429.00	
7858-999-20740-999	DIST CLK - DUE TO STATE CONSOLIDATED FEE 2022		\$1,835.60
7858-999-10010-999	CASH AVAILABLE	\$1,835.60	

TOTAL (Distrib Req to Oper Acct) \$18,278.75 \$17,386.17

DUE TO OTHERS (Distrib Req(s) attached)

ATTORNEY GENERAL (RESTITUTION)	0.00	
OUT-OF-COUNTY SERVICE FEES	360.00	
REFUND OF OVERPAYMENTS	650.00	
DUE TO OTHERS	146.08	
TOTAL DUE TO OTHERS		\$1,156.08

REPORT TOTAL - ALL FUNDS	18,542.25
PLUS AMT OF RETURNED CKS	0.00
LESS: TOTAL TREASURER'S RECEIPTS	(18,542.25)

OVER / (SHORT) \$0.00

Revised 04/03/23

DISTRICT COURT
STATE COURT COSTS REPORT

APRIL
 2024

SECTION I: REPORT FOR OFFENSES COMMITTED	COLLECTED	APRIL COUNTY	STATE
01/1/20 - Present		157.27	1,415.44
01/01/04 - 12/31/19	\$2.18	0.22	1.96
09/01/01 - 12/31/03		-	-
09/01/99 - 08/31/01		-	-
09/01/97 - 08/31/99		-	-
09/01/95 - 08/31/97		-	-
09/01/91 - 08/31/95		-	-
TOTALS	\$1,574.89	157.49	1,417.40

BAIL BONDS FEES			
DNA TESTING FEES	2.19	0.22	1.97
EMS TRAUMA FUND	244.75	24.48	220.27
JUV. PROB. DIVERSION FEES			
JURY REIMBURSEMENT FEE	\$2.15	0.22	1.93
INDIGENT DEFENSE FUND	\$0.04	0.00	\$0.04
STATE TRAFFIC FEES	\$0.00	-	\$0.00
DRUG CRT PROG FEE	\$5.11	\$3.07	2.04

SECTION II: AS APPLICABLE

STATE POLICE OFFICER FEES			
FAILURE TO APPEAR/PAY FEES			
JUD. FUND-CONST. CO. CRT.			
JUD. FUND-STATUTORY CO. CRT.			
MOTOR CARRIER WEIGHT VIOLATIONS			
TIME PAYMENT FEE	\$1.60	0.80	0.80
DRIVING RECORD FEE			
JUDICIAL SUPPORT FEES	\$0.31	0.03	0.28
ELECTRONIC FILING FEE - CR	\$0.88		\$0.88
NONDISCLOSURE FEES - CR	\$0.00		\$0.00

TOTAL STATE COURT COSTS \$1,831.92 \$ 186.31 \$ 1,645.61

CIVIL FEES REPORT

	COLLECTED	APRIL COUNTY	STATE
BIRTH CERTIFICATE FEES			
MARRIAGE LICENSE FEES			
DECL. OF INFORMAL MARRIAGE			
ELECTRONIC FILING FEE - CV	\$30.00		\$30.00
NONDISCLOSURE FEES - CV	0 \$0.00		\$0.00
JUROR DONATIONS			
JUSTICE CRT. INDIG FILING FEES			
STAT PROB CRT INDIG FILING FEES			
STAT PROB CRT JUDIC FILING FEES			
STAT CNTY CRT INDIG FILING FEES			
STAT CNTY CRT JUDIC FILING FEES			
STAT CNTY CRT-JUDICIAL SUPPORT			
CONST CNTY CRT INDIG FILING FEES			
CNST CNTY CRT JUDIC FILING FEES			
DIST CRT DIV & FAMILY LAW	0 \$0.00	-	-
DIST CRT OTHER THAN DIV/FAM LAW	0 \$0.00	-	-
DIST CRT OTHER CIVIL FILINGS	2 \$10.00	0.50	9.50
FAMILY PROTECTION FEE			
JUDICIAL SUPPORT FEE	1 \$42.00		\$42.00
JUDICIAL & COURT PERSONNEL TRAINING FEE	2 \$5.00	-	\$5.00
2022 STATE CONSOLIDATED FEE	12 \$1,835.60		\$1,835.60
COUNTY DISPUTE RESOLUTION FUND	429.00		429.00
TOTAL CIVIL FEES REPORT	\$ 2,351.60	\$ 0.50	\$ 2,351.10

TOTAL BOTH REPORTS \$ 4,183.52 \$ 186.81 \$ 3,996.71

Meyer's office

ENTER COURT NAME:		JUSTICE OF PEACE NO. 1
ENTER MONTH OF REPORT		APRIL
ENTER YEAR OF REPORT		2024
CODE	AMOUNT	
CASH BONDS	0.00	REVISED 02/02/2022
ADMINISTRATION FEE - ADMF	30.00	
BREATH ALCOHOL TESTING - BAT	0.00	
CONSOLIDATED COURT COSTS - CCC	135.02	
STATE CONSOLIDATED COURT COST- 2020	2,401.09	
LOCAL CONSOLIDATED COURT COST- 2020	542.18	
COURTHOUSE SECURITY - CHS	13.50	
CJP	0.00	
CIVIL JUSTICE DATA REPOSITORY FEE - CJDR	0.12	
CORRECTIONAL MANAGEMENT INSTITUTE - CMI	0.00	
CR	0.00	
CHILD SAFETY - CS	0.00	
CHILD SEATBELT FEE - CSBF	0.00	
CRIME VICTIMS COMPENSATION - CVC	0.00	
DPSC/FAILURE TO APPEAR - OMNI - DPSC	115.13	
ADMINISTRATION FEE FTA/FTP (aka OMNI)- 2020	117.12	
ELECTRONIC FILING FEE - EEF	0.00	
FUGITIVE APPREHENSION - FA	0.00	
GENERAL REVENUE - GR	0.00	
CRIM - IND LEGAL SVCS SUPPORT - IDF	6.74	
JUVENILE CRIME & DELINQUENCY - JCD	0.00	
JUVENILE CASE MANAGER FUND - JCMF	8.05	
JUSTICE COURT PERSONNEL TRAINING - JCPT	0.00	
JUROR SERVICE FEE - JSF	13.50	
LOCAL ARREST FEES - LAF	146.43	
LEMI	0.00	
LEOA	0.00	
LEOC	0.00	
OCL	0.00	
PARKS & WILDLIFE ARREST FEES - PWAF	36.38	
STATE ARREST FEES - SAF	21.90	
SCHOOL CROSSING/CHILD SAFETY FEE - SCF	0.00	
SUBTITLE C - SUBC	36.02	
STATE TRAFFIC FINES-EST 9.1.19- STF	346.74	
TABC ARREST FEES - TAF	0.00	
TECHNOLOGY FUND - TF	13.50	
TRAFFIC - TFC	3.61	
LOCAL TRAFFIC FINE- 2020	20.81	
TIME PAYMENT - TIME	55.02	
TIME PAYMENT REIMBURSEMENT FEE- 2020	382.32	
TRUANCY PREVENTION/DIVERSION FUND - TPDF	6.74	
LOCAL & STATE WARRANT FEES - WRNT	1,013.73	
COLLECTION SERVICE FEE-MVBA - CSRV	2,357.72	
DEFENSIVE DRIVING COURSE - DDC	0.00	
DEFERRED FEE - DFF	0.00	
DRIVING EXAM FEE- PROV DL	0.00	
FILING FEE - FFEE	0.00	
STATE CONSOLIDATED CIVIL FEE - 2022	42.00	
LOCAL CONSOLIDATED CIVIL FEE - 2022	66.00	
FILING FEE SMALL CLAIMS - FFSC	0.00	
JURY FEE - JF	0.00	
COPIES/CERTIFIED COPIES - CC	0.00	
INDIGENT FEE - CIFF or INDF	0.00	
JUDGE PAY RAISE FEE - JPAY	20.25	
SERVICE FEE - SFEE	0.00	
OUT-OF-COUNTY SERVICE FEE	0.00	
ELECTRONIC FILING FEE - EEF CV	0.00	
EXPUNGEMENT FEE - EXPG	0.00	
EXPIRED RENEWAL - EXPR	0.00	
ABSTRACT OF JUDGEMENT - AOJ	0.00	
ALL WRITS - WOP / WOE	150.00	
DPS FTA FINE - DPSF	1,354.27	
LOCAL FINES - FINE	6,984.98	
LICENSE & WEIGHT FEES - LWF	0.00	
PARKS & WILDLIFE FINES - PWF	2,133.03	
SEATBELT/UNRESTRAINED CHILD FINE - SEAT	0.00	
JUDICIAL & COURT PERSONNEL TRAINING-JCPT	0.00	
* OVERPAYMENT (OVER \$10) - OVER	60.00	
* OVERPAYMENT (\$10 AND LESS) - OVER	0.00	
RESTITUTION - REST	0.00	
PARKS & WILDLIFE-WATER SAFETY FINES-WSF	0.00	
MARINE SAFETY PARKS & WILDLIFE - MSO	0.00	
TOTAL ACTUAL MONEY RECEIVED		
TYPE:	AMOUNT	
TOTAL WARRANT FEES	1,013.73	
ENTER LOCAL WARRANT FEES	577.98	RECORD ON TOTAL PAGE OF HILL COUNTRY SOFTWARE MO. REPORT
STATE WARRANT FEES	435.77	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	60.00	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	\$60.00	
TREASURERS RECEIPTS FOR MONTH:	AMOUNT	
CASH, CHECKS, M.O.s & CREDIT CARDS	\$18,613.90	Calculate from ACTUAL Treasurer's Receipts
TOTAL TREAS. RECEIPTS	\$18,613.90	

MONTHLY REPORT OF COLLECTIONS AND DISTRIBUTIONS

5/1/2024

COURT NAME: JUSTICE OF PEACE NO. 1
 MONTH OF REPORT: APRIL
 YEAR OF REPORT: 2024

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
CR 1000-001-45011	FINES	8,639.20
CR 1000-001-44190	SHERIFF'S FEES	1,119.63
	ADMINISTRATIVE FEES:	
	DEFENSIVE DRIVING	0.00
	CHILD SAFETY	0.00
	TRAFFIC	24.42
	ADMINISTRATIVE FEES	147.12
	EXPUNGEMENT FEES	0.00
	MISCELLANEOUS	0.00
	TOTAL ADMINISTRATIVE FEES	171.54
CR 1000-001-44361	CONSTABLE FEES-SERVICE	150.00
CR 1000-001-44010	JP FILING FEES	0.00
CR 1000-001-44061	COPIES / CERTIFIED COPIES	0.00
CR 1000-001-44090	OVERPAYMENTS (LESS THAN \$10)	0.00
CR 1000-001-49110	TIME PAYMENT REIMBURSEMENT FEE	382.32
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	2,357.72
CR 1000-999-20770	TOTAL FINES, ADMIN. FEES & DUE TO STATE	\$12,820.41
CR 2670-001-44061	COURTHOUSE SECURITY FUND	\$199.89
CR 2720-001-44061	JUSTICE COURT SECURITY FUND	\$3.38
CR 2719-001-44061	JUSTICE COURT TECHNOLOGY FUND	\$168.41
CR 2699-001-44061	JUVENILE CASE MANAGER FUND	\$8.05
CR 2730-001-44061	LOCAL TRUANCY PREVENTION & DIVERSION FUND	\$193.64
CR 2669-001-44061	COUNTY JURY FUND	\$3.87
CR 2728-001-44061	JUSTICE COURT SUPPORT FUND	\$50.00
CR 2677-001-44061	COUNTY DISPUTE RESOLUTION FUND	\$10.00
CR 2725-001-44061	LANGUAGE ACCESS FUND	\$6.00
	STATE ARREST FEES	
	DPS FEES	91.53
	P&W FEES	7.28
	TABC FEES	0.00
	TOTAL STATE ARREST FEES	98.81
CR 7020-999-20740	CCC-GENERAL FUND	13.50
CR 7070-999-20610	CCC-STATE	121.52
DR 7070-999-10010		135.02
CR 7072-999-20610	STATE CCC- GENERAL FUND	240.11
CR 7072-999-20740	STATE CCC- STATE	2,160.98
DR 7072-999-10010		2,401.09
CR 7860-999-20610	STF/SUBC-GENERAL FUND	1.80
CR 7860-999-20740	STF/SUBC-STATE	34.22
DR 7860-999-10010		36.02
CR 7860-999-20610	STF- EST 9/1/2019- GENERAL FUND	13.87
CR 7860-999-20740	STF- EST 9/1/2019- STATE	332.87
DR 7860-999-10010		346.74

MONTHLY REPORT OF COLLECTIONS AND DISTRIBUTIONS

5/1/2024

**COURT NAME: JUSTICE OF PEACE NO. 1
MONTH OF REPORT: APRIL
YEAR OF REPORT: 2024**

CR 7950-999-20610	TP-GENERAL FUND	27.51
CR 7950-999-20740	TP-STATE	27.51
DR 7950-999-10010		<hr/> 55.02

MONTHLY REPORT OF COLLECTIONS AND DISTRIBUTIONS

5/1/2024

COURT NAME: JUSTICE OF PEACE NO. 1
 MONTH OF REPORT: APRIL
 YEAR OF REPORT: 2024

CR 7480-999-20610		CIVIL INDIGENT LEGAL-GEN. FUND	0.00
CR 7480-999-20740		CIVIL INDIGENT LEGAL-STATE	0.00
	DR 7480-999-10010		0.00
CR 7865-999-20610		CRIM-SUPP OF IND LEG SVCS-GEN FUND	0.67
CR 7865-999-20740		CRIM-SUPP OF IND LEG SVCS-STATE	6.07
	DR 7865-999-10010		6.74
CR 7970-999-20610		TL/FTA-GENERAL FUND	38.38
CR 7970-999-20740		TL/FTA-STATE	76.75
	DR 7970-999-10010		115.13
CR 7505-999-20610		JPAY - GENERAL FUND	2.03
CR 7505-999-20740		JPAY - STATE	18.22
	DR 7505-999-10010		20.25
CR 7857-999-20610		JURY REIMB. FUND- GEN. FUND	1.35
CR 7857-999-20740		JURY REIMB. FUND- STATE	12.15
	DR 7857-999-10010		13.50
CR 7856-999-20610		CIVIL JUSTICE DATA REPOS.- GEN FUND	0.01
CR 7856-999-20740		CIVIL JUSTICE DATA REPOS.- STATE	0.11
	DR 7856-999-10010		0.12
CR 7502-999-20740		JUD/CRT PERSONNEL TRAINING FUND- STATE	0.00
	DR 7502-999-10010		0.00
7998-999-20740		TRUANCY PREVENT/DIV FUND - STATE	3.37
7998-999-20701		JUVENILE CASE MANAGER FUND	3.37
	DR 7998-999-10010		6.74
7403-999-22889		ELECTRONIC FILING FEE - CV STATE	0.00
	DR 7403-999-22889		0.00
7858-999-20740		STATE CONSOLIDATED CIVIL FEE	42.00
			42.00

TOTAL (Distrib Req to Oper Acct) \$16,740.82

DUE TO OTHERS (Distrib Req Attchd)

CALHOUN COUNTY ISD	0.00		
DA - RESTITUTION	0.00		
REFUND OF OVERPAYMENTS	60.00		
OUT-OF-COUNTY SERVICE FI	0.00		
CASH BONDS	0.00		
PARKS & WILDLIFE FINES	1,813.08		
WATER SAFETY FINES	0.00		
		TOTAL DUE TO OTHERS	\$1,873.08

		TOTAL COLLECTED-ALL FUNDS	\$18,613.90
		LESS: TOTAL TREASUER'S RECEIPTS	\$18,613.90
		OVER/(SHORT)	\$0.00

REVISED 02/02/2022

ENTER COURT NAME:		JUSTICE OF PEACE NO. 2
ENTER MONTH OF REPORT		April
ENTER YEAR OF REPORT		2024
CODE	AMOUNT	
CASH BONDS	0.00	
ADMINISTRATION FEE - ADMF	0.00	
BREATH ALCOHOL TESTING - BAT	0.00	
CONSOLIDATED COURT COSTS - CCG	188.35	
STATE CONSOLIDATED COURT COST- 2020	510.01	
LOCAL CONSOLIDATED COURT COST- 2020	115.16	
COURTHOUSE SECURITY - CHS	18.83	
CJP	0.00	
CIVIL JUSTICE DATA REPOSITORY FEE - CJDR	0.17	
CORRECTIONAL MANAGEMENT INSTITUTE - CMI	0.00	
CR	0.00	
CHILD SAFETY - CS	0.00	
CHILD SEATBELT FEE - CSBF	0.00	
CRIME VICTIMS COMPENSATION - CVC	0.00	
DPSC/FAILURE TO APPEAR - OMNI - DPSC	40.00	
ADMINISTRATION FEE FTA/FTP (aka OMNI)- 2020	1.15	
ELECTRONIC FILING FEE - EEF	0.00	
FUGITIVE APPREHENSION - FA	0.00	
GENERAL REVENUE - GR	0.00	
CRIM - IND LEGAL SVCS SUPPORT - IDF	9.32	
JUVENILE CRIME & DELINQUENCY - JCD	0.00	
JUVENILE CASE MANAGER FUND - JCMF	11.85	
JUSTICE COURT PERSONNEL TRAINING - JCPT	0.00	
JUROR SERVICE FEE - JSF	18.83	
LOCAL ARREST FEES - LAF	13.18	
LEMI	0.00	
LEOA	0.00	
LEOC	0.00	
OCL	0.00	
PARKS & WILDLIFE ARREST FEES - PWAF	35.83	
STATE ARREST FEES - SAF	48.25	
SCHOOL CROSSING/CHILD SAFETY FEE - SCF	0.00	
SUBTITLE C - SUBC	19.76	
STATE TRAFFIC FINES-EST 9.1.19- STF	279.54	
TABC ARREST FEES - TAF	0.00	
TECHNOLOGY FUND - TF	18.83	
TRAFFIC - TFC	2.00	
LOCAL TRAFFIC FINE- 2020	18.41	
TIME PAYMENT - TIME	18.47	
TIME PAYMENT REIMBURSEMENT FEE- 2020	5.19	
TRUANCY PREVENTION/DIVERSION FUND - TPDF	9.32	
LOCAL & STATE WARRANT FEES - WRNT	289.78	
COLLECTION SERVICE FEE-MVBA - CSRV	586.14	
DEFENSIVE DRIVING COURSE - DDC	10.00	
DEFERRED FEE - DFF	88.00	
DRIVING EXAM FEE- PROV DL	0.00	
FILING FEE - FFEE	0.00	
STATE CONSOLIDATED CIVIL FEE - 2022	252.00	
LOCAL CONSOLIDATED CIVIL FEE - 2022	386.00	
FILING FEE SMALL CLAIMS - FFSC	0.00	
JURY FEE - JF	0.00	
COPIES/CERTIFIED COPIES - CC	0.00	
INDIGENT FEE - CIFF or INDF	0.00	
JUDGE PAY RAISE FEE - JPAY	27.85	
SERVICE FEE - SFEE	375.00	
OUT-OF-COUNTY SERVICE FEE	0.00	
ELECTRONIC FILING FEE - EEF CV	0.00	
EXPUNGEMENT FEE - EXPG	0.00	
EXPIRED RENEWAL - EXPR	0.00	
ABSTRACT OF JUDGEMENT - AOJ	0.00	
ALL WRITS - WOP / WOE	0.00	
DPS FTA FINE - DPSF	219.33	
LOCAL FINES - FINE	1,361.48	
LICENSE & WEIGHT FEES - LWF	0.00	
PARKS & WILDLIFE FINES - PWF	0.00	
SEATBELT/UNRESTRAINED CHILD FINE - SEAT	0.00	
JUDICIAL & COURT PERSONNEL TRAINING-JCPT	0.00	
* OVERPAYMENT (OVER \$10) - OVER	0.00	
* OVERPAYMENT (\$10 AND LESS) - OVER	0.00	
RESTITUTION - REST	0.00	
PARKS & WILDLIFE-WATER SAFETY FINES-WSF	0.00	
MARINE SAFETY PARKS & WILDLIFE - MSO	0.00	
TOTAL ACTUAL MONEY RECEIVED	\$4,931.03	
TYPE:	AMOUNT	
TOTAL WARRANT FEES	289.78	
ENTER LOCAL WARRANT FEES	108.85	RECORD ON TOTAL PAGE OF HILL COUNTRY SOFTWARE MO. REPORT
STATE WARRANT FEES	\$182.93	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	\$4,931.03	Calculate from ACTUAL Treasurer's Receipts
TOTAL TREAS. RECEIPTS	\$4,931.03	

ENTER COURT NAME:		JUSTICE OF PEACE NO. 3
ENTER MONTH OF REPORT		APRIL
ENTER YEAR OF REPORT 2022		2024
CODE	AMOUNT	
CASH BONDS		REVISED 02/02/2021
ADMINISTRATION FEE - ADMF		
BREATH ALCOHOL TESTING - BAT		
CONSOLIDATED COURT COSTS - CCC	60.69	
STATE CONSOLIDATED COURT COST- 2020	491.90	
LOCAL CONSOLIDATED COURT COST- 2020	111.07	
COURTHOUSE SECURITY - CHS	6.07	
CJP		
CIVIL JUSTICE DATA REPOSITORY FEE - CJDR	0.10	
CORRECTIONAL MANAGEMENT INSTITUTE - CMI		
CR		
CHILD SAFETY - CS		
CHILD SEATBELT FEE - CSBF		
CRIME VICTIMS COMPENSATION - CVC		
DPSC/FAILURE TO APPEAR - OMNI - DPSC	15.52	
ADMINISTRATION FEE FTA/FTP (aka OMNI)- 2020		
ELECTRONIC FILING FEE - EEF		
FUGITIVE APPREHENSION - FA		
GENERAL REVENUE - GR		
CRIM - IND LEGAL SVCS SUPPORT - IDF	3.03	
JUVENILE CRIME & DELINQUENCY - JCD		
JUVENILE CASE MANAGER FUND - JCMF	1.70	
JUSTICE COURT PERSONNEL TRAINING - JCPT		
JUROR SERVICE FEE - JSF	6.07	
LOCAL ARREST FEES - LAF	27.26	
LEMI		
LEOA		
LEOC		
OCL		
PARKS & WILDLIFE ARREST FEES - PWF		
STATE ARREST FEES - SAF	20.00	
SCHOOL CROSSING/CHILD SAFETY FEE - SCF		
SUBTITLE C - SUBC		
STATE TRAFFIC FINES-EST 9.1.19- STF	230.71	
TABC ARREST FEES - TAF		
TECHNOLOGY FUND - TF	6.07	
TRAFFIC - TFC		
LOCAL TRAFFIC FINE- 2020	13.84	
TIME PAYMENT - TIME		
TIME PAYMENT REIMBURSEMENT FEE- 2020	20.36	
TRUANCY PREVENTION/DIVERSION FUND - TPDF	2.00	
LOCAL & STATE WARRANT FEES - WRNT	175.86	
COLLECTION SERVICE FEE-MVBA - CSRV	203.01	
DEFENSIVE DRIVING COURSE - DDC		
DEFERRED FEE - DFF		
DRIVING EXAM FEE- PROV DL		
FILING FEE - FFEE		
STATE CONSOLIDATED CIVIL FEE - 2022	168.00	
LOCAL CONSOLIDATED CIVIL FEE - 2022	241.08	
FILING FEE SMALL CLAIMS - FFSC		
JURY FEE - JF		
COPIES/CERTIFIED COPIES - CC		
INDIGENT FEE - CIFF or INDF		
JUDGE PAY RAISE FEE - JPAY	9.10	
SERVICE FEE - SFEE	22.92	
OUT-OF-COUNTY SERVICE FEE		
ELECTRONIC FILING FEE - EEF CV		
EXPUNGEMENT FEE - EXPG		
EXPIRED RENEWAL - EXPR		
ABSTRACT OF JUDGEMENT - AOJ		
ALL WRITS - WOP / WOE		
DPS FTA FINE - DPSF		
LOCAL FINES - FINE	1,120.85	
LICENSE & WEIGHT FEES - LWF		
PARKS & WILDLIFE FINES - PWF		
SEATBELT/UNRESTRAINED CHILD FINE - SEAT		
JUDICIAL & COURT PERSONNEL TRAINING-JCPT		
* OVERPAYMENT (OVER \$10) - OVER		
* OVERPAYMENT (\$10 AND LESS) - OVER		
RESTITUTION - REST		
PARKS & WILDLIFE-WATER SAFETY FINES-WSF		
MARINE SAFETY PARKS & WILDLIFE - MSO		
TOTAL ACTUAL MONEY RECEIVED	\$2,957.21	
TYPE:	AMOUNT	
TOTAL WARRANT FEES	175.86	
ENTER LOCAL WARRANT FEES	125.86	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	\$2,957.21	Calculate from ACTUAL Treasurer's Receipts
TOTAL TREAS. RECEIPTS	\$2,957.21	

MONTHLY REPORT OF COLLECTIONS AND DISTRIBUTIONS

5/1/2024

COURT NAME: JUSTICE OF PEACE NO. 3
 MONTH OF REPORT: APRIL
 YEAR OF REPORT: 2024

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
CR 1000-001-45013	FINES	1,120.85
CR 1000-001-44190	SHERIFF'S FEES	209.12
	ADMINISTRATIVE FEES:	
	DEFENSIVE DRIVING	0.00
	CHILD SAFETY	0.00
	TRAFFIC	13.84
	ADMINISTRATIVE FEES	0.00
	EXPUNGEMENT FEES	0.00
	MISCELLANEOUS	0.00
	TOTAL ADMINISTRATIVE FEES	13.84
CR 1000-001-44363	CONSTABLE FEES-SERVICE	22.92
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	20.36
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	203.01
CR 1000-999-20770	TOTAL FINES, ADMIN. FEES & DUE TO STATE	\$1,590.10
CR 2670-001-44063	COURTHOUSE SECURITY FUND	\$43.43
CR 2720-001-44063	JUSTICE COURT SECURITY FUND	\$1.52
CR 2719-001-44063	JUSTICE COURT TECHNOLOGY FUND	\$37.80
CR 2699-001-44063	JUVENILE CASE MANAGER FUND	\$1.70
CR 2730-001-44063	LOCAL TRUANCY PREVENTION & DIVERSION FUND	\$39.67
CR 2669-001-44063	COUNTY JURY FUND	\$0.79
CR 2728-001-44063	JUSTICE COURT SUPPORT FUND	\$182.64
CR 2677-001-44063	COUNTY DISPUTE RESOLUTION FUND	\$36.53
CR 2725-001-44063	LANGUAGE ACCESS FUND	\$21.92
	STATE ARREST FEES	
	DPS FEES	14.00
	P&W FEES	0.00
	TABC FEES	0.00
	TOTAL STATE ARREST FEES	14.00
CR 7020-999-20740	CCC-GENERAL FUND	6.07
CR 7070-999-20610	CCC-STATE	54.62
DR 7070-999-10010		60.69
CR 7072-999-20610	STATE CCC- GENERAL FUND	49.19
CR 7072-999-20740	STATE CCC- STATE	442.71
DR 7072-999-10010		491.90
CR 7860-999-20610	STF/SUBC-GENERAL FUND	0.00
CR 7860-999-20740	STF/SUBC-STATE	0.00
DR 7860-999-10010		0.00
CR 7860-999-20610	STF- EST 9/1/2019- GENERAL FUND	9.23
CR 7860-999-20740	STF- EST 9/1/2019- STATE	221.48
DR 7860-999-10010		230.71

MONTHLY REPORT OF COLLECTIONS AND DISTRIBUTIONS

5/1/2024

COURT NAME: JUSTICE OF PEACE NO. 3
MONTH OF REPORT: APRIL
YEAR OF REPORT: 2024

CR 7950-999-20610		TP-GENERAL FUND	0.00
CR 7950-999-20740		TP-STATE	0.00
	DR 7950-999-10010		0.00
CR 7480-999-20610		CIVIL INDIGENT LEGAL-GEN. FUND	0.00
CR 7480-999-20740		CIVIL INDIGENT LEGAL-STATE	0.00
	DR 7480-999-10010		0.00
CR 7865-999-20610		CRIM-SUPP OF IND LEG SVCS-GEN FUND	0.30
CR 7865-999-20740		CRIM-SUPP OF IND LEG SVCS-STATE	2.73
	DR 7865-999-10010		3.03
CR 7970-999-20610		TL/FTA-GENERAL FUND	5.17
CR 7970-999-20740		TL/FTA-STATE	10.35
	DR 7970-999-10010		15.52
CR 7505-999-20610		JPAY - GENERAL FUND	0.91
CR 7505-999-20740		JPAY - STATE	8.19
	DR 7505-999-10010		9.10
CR 7857-999-20610		JURY REIMB. FUND- GEN. FUND	0.61
CR 7857-999-20740		JURY REIMB. FUND- STATE	5.46
	DR 7857-999-10010		6.07
CR 7856-999-20610		CIVIL JUSTICE DATA REPOS.- GEN FUND	0.01
CR 7856-999-20740		CIVIL JUSTICE DATA REPOS.- STATE	0.09
	DR 7856-999-10010		0.10
CR 7502-999-20740		JUD/CRT PERSONNEL TRAINING FUND- STATE	0.00
	DR 7502-999-10010		0.00
7998-999-20740		TRUANCY PREVENT/DIV FUND - STATE	1.00
7998-999-20701		JUVENILE CASE MANAGER FUND	1.00
	DR 7998-999-10010		2.00
7403-999-22889		ELECTRONIC FILING FEE - CV STATE	0.00
	DR 7403-999-22889		0.00
7858-999-20740		STATE CONSOLIDATED CIVIL FEE	168.00
			168.00

TOTAL (Distrib Req to Oper Acct) \$2,957.21

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	
	0.00	TOTAL DUE TO OTHERS
		\$0.00

TOTAL COLLECTED-ALL FUNDS	\$2,957.21	
LESS: TOTAL TREASUER'S RECEIPTS	\$2,957.21	
	\$0.00	OVER/(SHORT)

REVISED 02/02/2021

ENTER COURT NAME:		JUSTICE OF PEACE NO. 4
ENTER MONTH OF REPORT		APRIL
ENTER YEAR OF REPORT		2024
CODE	AMOUNT	
CASH BONDS		
ADMINISTRATION FEE - ADMF		
BREATH ALCOHOL TESTING - BAT		
CONSOLIDATED COURT COSTS - CCC	320.00	
STATE CONSOLIDATED COURT COST- 2020	459.17	
LOCAL CONSOLIDATED COURT COST- 2020	103.69	
COURTHOUSE SECURITY - CHS	17.00	
CJP		
CIVIL JUSTICE DATA REPOSITORY FEE - CJDR	0.40	
CORRECTIONAL MANAGEMENT INSTITUTE - CMI		
CR		
CHILD SAFETY - CS	15.00	
CHILD SEATBELT FEE - CSBF		
CRIME VICTIMS COMPENSATION - CVC		
DPSC/FAILURE TO APPEAR - OMNI - DPSC	140.00	
ADMINISTRATION FEE FTA/FTP (aka OMNI)- 2020	64.07	
ELECTRONIC FILING FEE - EEF		
FUGITIVE APPREHENSION - FA		
GENERAL REVENUE - GR		
CRIM - IND LEGAL SVCS SUPPORT - IDF	18.00	
JUVENILE CRIME & DELINQUENCY - JCD		
JUVENILE CASE MANAGER FUND - JCMF	5.00	
JUSTICE COURT PERSONNEL TRAINING - JCPT		
JUROR SERVICE FEE - JSF	32.00	
LOCAL ARREST FEES - LAF	62.01	
LEMI		
LEOA		
LEOC		
OOL		
PARKS & WILDLIFE ARREST FEES - PWAF		
STATE ARREST FEES - SAF	15.00	
SCHOOL CROSSING/CHILD SAFETY FEE - SCF		
SUBTITLE C - SUBC	90.00	
STATE TRAFFIC FINES-EST 9.1.19- STF	118.46	
TABC ARREST FEES - TAF		
TECHNOLOGY FUND - TF	32.00	
TRAFFIC - TFC	8.00	
LOCAL TRAFFIC FINE- 2020	7.11	
TIME PAYMENT - TIME		
TIME PAYMENT REIMBURSEMENT FEE- 2020	19.88	
TRUANCY PREVENTION/DIVERSION FUND - TPDF	12.00	
LOCAL & STATE WARRANT FEES - WRNT		
COLLECTION SERVICE FEE-MVBA - CSRV	663.66	
DEFENSIVE DRIVING COURSE - DDC		
DEFERRED FEE - DFF		
DRIVING EXAM FEE- PROV DL		
FILING FEE - FFEE		
STATE CONSOLIDATED CIVIL FEE - 2022	21.00	
LOCAL CONSOLIDATED CIVIL FEE - 2022	33.00	
FILING FEE SMALL CLAIMS - FFSC		
JURY FEE - JF		
COPIES/CERTIFIED COPIES - CC		
INDIGENT FEE - CIFF or INOF		
JUDGE PAY RAISE FEE - JPAY	48.00	
SERVICE FEE - SFEE		
OUT-OF-COUNTY SERVICE FEE		
ELECTRONIC FILING FEE - EEF CV		
EXPUNGEMENT FEE - EXPG		
EXPIRED RENEWAL - EXPR		
ABSTRACT OF JUDGEMENT - AOJ		
ALL WRITS - WOP / WOE	20.00	
OPS FTA FINE - DPSF	60.00	
LOCAL FINES - FINE	1,847.85	
LICENSE & WEIGHT FEES - LWF		
PARKS & WILDLIFE FINES - PWF		
SEATBELT/UNRESTRAINED CHILD FINE - SEAT		
JUDICIAL & COURT PERSONNEL TRAINING-JCPT		
* OVERPAYMENT (OVER \$10) - OVER		
* OVERPAYMENT (\$10 AND LESS) - OVER		
RESTITUTION - REST		
PARKS & WILDLIFE-WATER SAFETY FINES-WSF		
MARINE SAFETY PARKS & WILDLIFE - MBO		
TOTAL ACTUAL MONEY RECEIVED	\$4,321.40	
TYPE:	AMOUNT	
TOTAL WARRANT FEES	0.00	
ENTER LOCAL WARRANT FEES		RECORD ON TOTAL PAGE OF MILL COUNTRY SOFTWARE MO. REPORT
STATE WARRANT FEES	50.00	RECORD ON TOTAL PAGE OF MILL COUNTRY SOFTWARE MO. REPORT
DUE TO OTHERS:	AMOUNT	
DUE TO CCISD - 50% of Fine on JV cases	0.00	PLEASE INCLUDE O.R. REQUESTING DISBURSEMENT
DUE TO DA RESTITUTION FUND	0.00	PLEASE INCLUDE O.R. REQUESTING DISBURSEMENT
REFUND OF OVERPAYMENTS	0.00	PLEASE INCLUDE O.R. REQUESTING DISBURSEMENT
OUT-OF-COUNTY SERVICE FEE	0.00	PLEASE INCLUDE O.R. REQUESTING DISBURSEMENT
CASH BONDS	0.00	PLEASE INCLUDE O.R. REQUESTING DISBURSEMENT (IF REQUIRED)
TOTAL DUE TO OTHERS	\$0.00	
TREASURERS RECEIPTS FOR MONTH:	AMOUNT	
CASH, CHECKS, M.O.s & CREDIT CARDS	\$4,321.40	Calculate from ACTUAL Treasurer's Receipts
TOTAL TREAS. RECEIPTS	\$4,321.40	

MONTHLY REPORT OF COLLECTIONS AND DISTRIBUTIONS

5/7/2024

COURT NAME: JUSTICE OF PEACE NO. 4
 MONTH OF REPORT: APRIL
 YEAR OF REPORT: 2024

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
CR 1000-001-45014	FINES	2,007.85
CR 1000-001-44190	SHERIFF'S FEES	74.01
	ADMINISTRATIVE FEES:	
	DEFENSIVE DRIVING	0.00
	CHILD SAFETY	15.00
	TRAFFIC	16.11
	ADMINISTRATIVE FEES	54.07
	EXPUNGEMENT FEES	0.00
	MISCELLANEOUS	0.00
	TOTAL ADMINISTRATIVE FEES	85.18
CR 1000-001-44364	CONSTABLE FEES-SERVICE	20.00
CR 1000-001-44010	JP FILING FEES	0.00
CR 1000-001-44064	COPIES / CERTIFIED COPIES	0.00
CR 1000-001-44090	OVERPAYMENTS (LESS THAN \$10)	0.00
CR 1000-001-49110	TIME PAYMENT REIMBURSEMENT FEE	19.98
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	663.66
CR 1000-999-20770	TOTAL FINES, ADMIN. FEES & DUE TO STATE	\$2,870.68
CR 2670-001-44064	COURTHOUSE SECURITY FUND	\$49.04
CR 2720-001-44064	JUSTICE COURT SECURITY FUND	\$4.25
CR 2719-001-44064	JUSTICE COURT TECHNOLOGY FUND	\$81.63
CR 2699-001-44064	JUVENILE CASE MANAGER FUND	\$5.00
CR 2730-001-44064	LOCAL TRUANCY PREVENTION & DIVERSION FUND	\$37.03
CR 2669-001-44064	COUNTY JURY FUND	\$0.74
CR 2728-001-44064	JUSTICE COURT SUPPORT FUND	\$25.00
CR 2677-001-44064	COUNTY DISPUTE RESOLUTION FUND	\$5.00
CR 2725-001-44064	LANGUAGE ACCESS FUND	\$3.00
	STATE ARREST FEES	
	DPS FEES	3.00
	P&W FEES	0.00
	TABC FEES	0.00
	TOTAL STATE ARREST FEES	3.00
CR 7020-999-20740	CCC-GENERAL FUND	32.00
CR 7070-999-20610	CCC-STATE	288.00
CR 7070-999-20740		320.00
DR 7070-999-10010		
CR 7072-999-20610	STATE CCC- GENERAL FUND	45.92
CR 7072-999-20740	STATE CCC- STATE	413.25
DR 7072-999-10010		459.17
CR 7860-999-20610	STF/SUBC-GENERAL FUND	4.50
CR 7860-999-20740	STF/SUBC-STATE	85.50
DR 7860-999-10010		90.00
CR 7860-999-20610	STF- EST 9/1/2019- GENERAL FUND	4.74
CR 7860-999-20740	STF- EST 9/1/2019- STATE	113.72
DR 7860-999-10010		118.46

MONTHLY REPORT OF COLLECTIONS AND DISTRIBUTIONS

5/7/2024

COURT NAME: JUSTICE OF PEACE NO. 4
MONTH OF REPORT: APRIL
YEAR OF REPORT: 2024

CR 7950-999-20610
CR 7950-999-20740

TP-GENERAL FUND
TP-STATE

0.00
0.00

DR 7950-999-10010

0.00

MONTHLY REPORT OF COLLECTIONS AND DISTRIBUTIONS

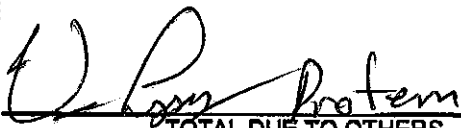
5/7/2024

COURT NAME: JUSTICE OF PEACE NO. 4
MONTH OF REPORT: APRIL
YEAR OF REPORT: 2024

CR 7480-999-20610		CIVIL INDIGENT LEGAL-GEN. FUND	0.00
CR 7480-999-20740		CIVIL INDIGENT LEGAL-STATE	0.00
	DR 7480-999-10010		0.00
CR 7865-999-20610		CRIM-SUPP OF IND LEG SVCS-GEN FUND	1.60
CR 7865-999-20740		CRIM-SUPP OF IND LEG SVCS-STATE	14.40
	DR 7865-999-10010		16.00
CR 7970-999-20610		TL/FTA-GENERAL FUND	46.67
CR 7970-999-20740		TL/FTA-STATE	93.33
	DR 7970-999-10010		140.00
CR 7505-999-20610		JPAY - GENERAL FUND	4.80
CR 7505-999-20740		JPAY - STATE	43.20
	DR 7505-999-10010		48.00
CR 7857-999-20610		JURY REIMB. FUND- GEN. FUND	3.20
CR 7857-999-20740		JURY REIMB. FUND- STATE	28.80
	DR 7857-999-10010		32.00
CR 7856-999-20610		CIVIL JUSTICE DATA REPOS.- GEN FUND	0.04
CR 7856-999-20740		CIVIL JUSTICE DATA REPOS.- STATE	0.36
	DR 7856-999-10010		0.40
CR 7502-999-20740		JUD/CRT PERSONNEL TRAINING FUND- STATE	0.00
	DR 7502-999-10010		0.00
7998-999-20740		TRUANCY PREVENT/DIV FUND - STATE	6.00
7998-999-20701		JUVENILE CASE MANAGER FUND	6.00
	DR 7998-999-10010		12.00
7403-999-22889		ELECTRONIC FILING FEE - CV STATE	0.00
	DR 7403-999-22889		0.00
7858-999-20740		STATE CONSOLIDATED CIVIL FEE	21.00
			21.00

TOTAL (Distrib Req to Oper Acct) \$4,321.40

DUE TO OTHERS (Distrib Req Attchd)

CALHOUN COUNTY ISD		0.00	
DA - RESTITUTION		0.00	
REFUND OF OVERPAYMENTS		0.00	
OUT-OF-COUNTY SERVICE FE		0.00	
CASH BONDS		0.00	
PARKS & WILDLIFE FINES		0.00	
WATER SAFETY FINES		0.00	
		0.00	
	TOTAL DUE TO OTHERS		\$0.00

TOTAL COLLECTED-ALL FUNDS \$4,321.40

LESS: TOTAL TREASURER'S RECEIPTS \$4,321.40

OVER/(SHORT) \$0.00

MONTHLY DISTRIBUTION BY CATEGORY BY GL CODE (DETAIL REPORT)
 ALL CASE TYPES
 ALL USERS
 04/01/2024 THRU 04/30/2024
 SELECTED BY BUSINESS DATE

NANCY POMYKAL, CALHOUN COUNTY JUSTICE OF THE PEACE PCT 5 - RAN ON 05/08/2024 AT 02:47pm

FEE	GL#	TOTAL	MONEY	CREDIT	MON/CRD	NON-MONEY	RETAINED	DISBURSED
ADMINISTRATIVE FEE		25.00	25.00	0.00	25.00	0.00	25.00	0.00
CRIMINAL DISTRIBUTIONS								
CCC 01/01/20 thru present		578.24	186.00	392.24	578.24	0.00	57.82	520.42
FINE		727.00	393.00	334.00	727.00	0.00	727.00	0.00
PARKS & WILDLIFE ARREST F		15.00	5.00	10.00	15.00	0.00	12.00	3.00
DPS ARREST FEE		23.09	5.00	18.09	23.09	0.00	18.47	4.62
WARRANT FEE		135.46	50.00	85.46	135.46	0.00	135.46	0.00
SHERIFF'S ARREST FEE		8.55	5.00	3.55	8.55	0.00	8.55	0.00
PARKS & WILDLIFE FINE		511.86	269.00	242.86	511.86	0.00	76.78	435.08
WATER SAFETY FINE		119.00	0.00	119.00	119.00	0.00	17.85	101.15
COLLECTION SERVICES FEE		184.75	14.00	70.75	184.75	0.00	184.75	0.00
JUVENILE CASE MANAGER FEE		0.39	0.00	0.39	0.39	0.00	0.39	0.00
DPS ONNI FEE - COUNTY		6.84	0.00	6.84	6.84	0.00	6.84	0.00
DPS ONNI FEE - OMNIBASE		10.25	0.00	10.25	10.25	0.00	0.00	10.25
STATE TRAFFIC FINE (EFF.		50.00	0.00	50.00	50.00	0.00	2.00	48.00
LOCAL CONSOLIDATED COURT		130.57	42.00	88.57	130.57	0.00	130.57	0.00
LOCAL TRAFFIC FINE (EFF.		3.00	0.00	3.00	3.00	0.00	3.00	0.00
ONNI REIMBURSEMENT FEE (E		10.00	10.00	0.00	10.00	0.00	4.00	6.00
TIME PAYMENT REIMBURSEMEN		15.00	0.00	15.00	15.00	0.00	15.00	0.00
		2554.00	1104.00	1450.00	2554.00	0.00	1425.48	1128.52
CIVIL DISTRIBUTIONS								
LOCAL CONSOLIDATED CIVIL		99.00	99.00	0.00	99.00	0.00	99.00	0.00
State Consolidated Civil		63.00	63.00	0.00	63.00	0.00	0.00	63.00
		162.00	162.00	0.00	162.00	0.00	99.00	63.00

SUMMARY BREAKDOWN

CASH	400.00
CREDIT CARD	1450.00
CHECK	866.00
TOTAL MONETARY	2716.00
TOTAL NON-MONETARY	0.00
TOTAL AMOUNT	2716.00
RECEIPT NO.	378153 TO 378169

LESS CREDIT CARD 1266.00

MONTHLY DISTRIBUTION BY CATEGORY BY GL CODE (DETAIL REPORT)
 NANCY POWYKAL, CALHOUN COUNTY JUSTICE OF THE PEACE PCT 5 - RAN ON 05/08/2024 AT 02:47pm
 ALL USERS
 ALL CASE TYPES
 04/01/2024 THRU 04/30/2024
 SELECTED BY BUSINESS DATE

378153	2023-0325	04/02/2024	FINE	50.00		50.00													
ANDERSON, WESLEY																			
Cash																			
378154	2023-0357	04/02/2024	PWAF	5.00	CCC	62.00	LCCC	14.00	PWF	269.00	350.00								
SCHMIDT, DAVID																			
Cash																			
378155	2024-0378	04/08/2024	FINE	135.00		135.00													
SPRINGO, JR., LESLIE M																			
Credit Card																			
378156	1812-1076	04/08/2024	PWF	23.86	JCMF	0.39	CSRV	10.75	TPRF	15.00	50.00								
SANCHEZ, ISRAEL																			
Credit Card																			
378157	2023-0002-1Q	04/08/2024	ADMINF	25.00		25.00													
SANCHEZ, ISRAEL																			
Check																			
378158	2024-0004-SC	04/08/2024	SCCF	21.00	LCCF	33.00		54.00											
LAGUARTA, KIRK vs CYRKIN, MICHAEL																			
Check																			
378159	2024-0005-DC	04/08/2024	SCCF	21.00	LCCF	33.00		54.00											
JPMORGAN CHASE BANK, N.A., vs																			
Check																			
378160	2024-0006-DC	04/15/2024	SCCF	21.00	LCCF	33.00		54.00											
DISCOVER BANK, C/O DISCOVER PRO																			
Check																			
378161	2202-0191	04/17/2024	FINE	239.00	CCC	62.00	SAF	5.00	LCCC	14.00	OMNR	10.00	494.00						
DONALDSON, KAITLYN JUSTINE																			
Check																			
378162	2024-0389	04/18/2024	IAF	5.00	CCC	62.00	LCCC	14.00	FINE	104.00	185.00								
WILLIAMS, DUSTIN RAYMOND																			
Check																			
378163	2024-0381	04/22/2024	SAF	3.09	CCC	38.27	LCCC	8.64		50.00									
ZERON FLORES, MAYKELL JOSUE																			
Credit Card																			

SHERIFF'S OFFICE MONTHLY REPORT

Apr-24

BAIL BOND FEE	\$	480.00
CIVIL FEE	\$	750.50
CASH BOND	\$	-
JP#1	\$	4,285.50
JP#2	\$	251.50
JP#3	\$	446.50
JP#4		
JP#5		
SEADRIFT MUN.	\$	395.00
PC MUN	\$	3,182.40
PROPERTY SALE		
PRE-INDITMENT		
TOTAL:	\$	9,791.40

W. Perry
Pro tem

15

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

2024	
RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	David Hall, Commissioner Pct 1
AYES:	Commissioner Hall, Lyssy, Reese

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, May 15, 2024

HEARING TYPE: REGULAR BUDGET YEAR: 2024

FUND NAME GENERAL FUND

FUND NO: 1000

DEPARTMENT NAME: COUNTY TREASURER

DEPARTMENT NO: 210

AMENDMENT NO: 6710 REQUESTOR: COUNTY AUDITOR/OVERDRAWN

AMENDMENT REASON: OVERDRAWN ACCOUNTS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE		EXPENDITURE		FUND BAL	
				INCREASE	DECREASE	INCREASE	DECREASE	INCREASE	DECREASE
50325	DEPUTY COUNTY TREASURER	999	NO GRANT	\$0	\$0	\$0	\$3,820	\$3,820	\$0
51630	COMP TIME PAY	999	NO GRANT	\$0	\$0	\$3,720	\$0	(\$3,720)	\$0
53020	OFFICE SUPPLIES	999	NO GRANT	\$0	\$0	\$100	\$0	(\$100)	\$0
AMENDMENT NO 6710 TOTAL				\$0	\$0	\$3,820	\$3,820	\$3,820	\$0

COUNTY TREASURER TOTAL \$0 \$0 \$3,820 \$3,820 \$0

DEPARTMENT NAME: DISTRICT COURT

DEPARTMENT NO: 430

AMENDMENT NO: 6710 REQUESTOR: COUNTY AUDITOR/OVERDRAWN

AMENDMENT REASON: OVERDRAWN ACCOUNTS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE		EXPENDITURE		FUND BAL	
				INCREASE	DECREASE	INCREASE	DECREASE	INCREASE	DECREASE
51533	JURORS-PETTIT	999	NO GRANT	\$0	\$0	\$0	\$131	\$131	\$0
51534	JURORS-GRAND	999	NO GRANT	\$0	\$0	\$131	\$0	(\$131)	\$0
AMENDMENT NO 6710 TOTAL				\$0	\$0	\$131	\$131	\$131	\$0

DISTRICT COURT TOTAL \$0 \$0 \$131 \$131 \$0

DEPARTMENT NAME: ELECTIONS

DEPARTMENT NO: 270

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, May 15, 2024

HEARING TYPE: REGULAR BUDGET YEAR: 2024

FUND NAME GENERAL FUND

FUND NO: 1000

DEPARTMENT NAME: ELECTIONS

DEPARTMENT NO: 270

AMENDMENT NO: 6710 REQUESTOR: COUNTY AUDITOR/OVERDRAWN

AMENDMENT REASON: OVERDRAWN ACCOUNTS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE		EXPENDITURE		FUND BAL	
				INCREASE	DECREASE	INCREASE	DECREASE	INCREASE	DECREASE
51613	OVERTIME BASE PAY	999	NO GRANT	\$0	\$0	\$186	\$0		(\$186)
51616	OVERTIME PREMIUM PAY	999	NO GRANT	\$0	\$0	\$93	\$0		(\$93)
53361	ELECTION SUPPLIES	999	NO GRANT	\$0	\$0	\$0	\$279		\$279
AMENDMENT NO 6710 TOTAL				\$0	\$0	\$279	\$279		\$0

ELECTIONS TOTAL \$0 \$0 \$279 \$279 \$0 \$0

DEPARTMENT NAME: EMERGENCY MANAGEMENT

DEPARTMENT NO: 630

AMENDMENT NO: 6703 REQUESTOR: EMERGENCY MANAGEMENT

AMENDMENT REASON: LINE ITEM ADJUSTMENT

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE		EXPENDITURE		FUND BAL	
				INCREASE	DECREASE	INCREASE	DECREASE	INCREASE	DECREASE
66498	TRAVEL OUT OF COUNTY	999	NO GRANT	\$0	\$0	\$0	\$200		\$200
66498	TRAVEL OUT OF COUNTY	999	NO GRANT	\$0	\$0	\$0	\$800		\$800
AMENDMENT NO 6703 TOTAL				\$0	\$0	\$0	\$1,000		\$1,000

EMERGENCY MANAGEMENT TOTAL \$0 \$0 \$0 \$1,000 \$1,000

DEPARTMENT NAME: EMERGENCY MEDICAL SERVICES

DEPARTMENT NO: 345

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, May 15, 2024

HEARING TYPE: REGULAR BUDGET YEAR: 2024

FUND NAME GENERAL FUND

FUND NO: 1000

DEPARTMENT NAME: EMERGENCY MEDICAL SERVICES DEPARTMENT NO: 345

AMENDMENT NO: 6704 REQUESTOR: EMS

AMENDMENT REASON: INSURANCE PROCEEDS FROM VFIS FOR 3/15/24 ACCIDENT APPROVED IN CC 5/15/24

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE		EXPENDITURE		FUND BAL	
				INCREASE	DECREASE	INCREASE	DECREASE	INCREASE	DECREASE
65464	REPAIRS-INSURANCE RECOVERY	999	NO GRANT	\$0	\$0	\$20,252	\$0	\$0	(\$20,252)
AMENDMENT NO 6704 TOTAL				\$0	\$0	\$20,252	\$0	\$0	(\$20,252)

AMENDMENT NO: 6710 REQUESTOR: COUNTY AUDITOR/OVERDRAWN

AMENDMENT REASON: OVERDRAWN ACCOUNTS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE		EXPENDITURE		FUND BAL	
				INCREASE	DECREASE	INCREASE	DECREASE	INCREASE	DECREASE
51700	MEAL ALLOWANCE	999	NO GRANT	\$0	\$0	\$36	\$0	\$0	(\$36)
51740	VACATION PAY ON TERMINATION	999	NO GRANT	\$0	\$0	\$3,284	\$0	\$0	(\$3,284)
53980	SUPPLIES/OPERATING EXPENSES	999	NO GRANT	\$0	\$0	\$0	\$3,496	\$3,496	\$0
61710	DEPARTMENTAL REPAIRS	999	NO GRANT	\$0	\$0	\$176	\$0	\$0	(\$176)
AMENDMENT NO 6710 TOTAL				\$0	\$0	\$3,496	\$3,496	\$3,496	(\$176)

EMERGENCY MEDICAL SERVICES TOTAL

\$0 \$0 \$23,748 \$3,496 (\$20,252)

DEPARTMENT NAME: FIRE PROTECTION-MAGNOLIA BEACH DEPARTMENT NO: 640

AMENDMENT NO: 6708 REQUESTOR: COMMISSIONER PRECINCT #1

AMENDMENT REASON: ADJUSTMENT TO COVER BILLS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE		EXPENDITURE		FUND BAL	
				INCREASE	DECREASE	INCREASE	DECREASE	INCREASE	DECREASE
70750	CAPITAL OUTLAY	999	NO GRANT	\$0	\$0	\$3,634	\$0	\$0	(\$3,634)
74050	VEHICLE	999	NO GRANT	\$0	\$0	\$0	\$3,634	\$3,634	\$0

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, May 15, 2024

HEARING TYPE: REGULAR BUDGET YEAR: 2024

FUND NAME GENERAL FUND

FUND NO: 1000

DEPARTMENT NAME: FIRE PROTECTION-MAGNOLIA BEACH DEPARTMENT NO: 640

AMENDMENT NO: 6708 REQUESTOR: COMMISSIONER PRECINCT #1

AMENDMENT REASON: ADJUSTMENT TO COVER BILLS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
			AMENDMENT NO 6708 TOTAL	\$0	\$0	\$3,634	\$3,634	\$0
			FIRE PROTECTION-MAGNOLIA BEACH TOTAL	\$0	\$0	\$3,634	\$3,634	\$0

DEPARTMENT NAME: FLOOD PLAIN ADMINISTRATION DEPARTMENT NO: 710

AMENDMENT NO: 6703 REQUESTOR: EMERGENCY MANAGEMENT

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)
66310	TRAINING REGISTRATION FEES/TRA	999	NO GRANT	\$0	\$0	\$200	\$0	(\$200)
66316	TRAINING TRAVEL OUT OF COUNTY	999	NO GRANT	\$0	\$0	\$800	\$0	(\$800)
			AMENDMENT NO 6703 TOTAL	\$0	\$0	\$1,000	\$0	(\$1,000)
			FLOOD PLAIN ADMINISTRATION TOTAL	\$0	\$0	\$1,000	\$0	(\$1,000)

DEPARTMENT NAME: LIBRARY DEPARTMENT NO: 140

AMENDMENT NO: 6705 REQUESTOR: LIBRARY

AMENDMENT REASON: LINE ITEM TRANSFER TO COVER NEW A/C

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
65470	REPAIRS-MAIN LIBRARY	999	NO GRANT	\$0	\$0	\$0	\$4,000	\$4,000
71345	EQUIPMENT-A/C/HEAT-LIBRARY	999	NO GRANT	\$0	\$0	\$4,000	\$0	(\$4,000)

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, May 15, 2024

HEARING TYPE: REGULAR BUDGET YEAR: 2024

FUND NAME GENERAL FUND

FUND NO: 1000

DEPARTMENT NAME: LIBRARY

DEPARTMENT NO: 140

AMENDMENT NO: 6705 REQUESTOR: LIBRARY

AMENDMENT REASON: LINE ITEM TRANSFER TO COVER NEW A/C

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
			AMENDMENT NO 6705 TOTAL	\$0	\$0	\$4,000	\$4,000	\$0
			LIBRARY TOTAL	\$0	\$0	\$4,000	\$4,000	\$0

DEPARTMENT NAME: REVENUE

DEPARTMENT NO: 1

AMENDMENT NO: 6704 REQUESTOR: EMS

AMENDMENT REASON: INSURANCE PROCEEDS FROM VFIS FOR 3/15/24 ACCIDENT APPROVED IN CC 5/15/24

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
49150	RECOVERIES-INSURANCE	999	NO GRANT	\$20,252	\$0	\$0	\$0	\$20,252
			AMENDMENT NO 6704 TOTAL	\$20,252	\$0	\$0	\$0	\$20,252

AMENDMENT NO: 6709 REQUESTOR: SHERIFF

AMENDMENT REASON: INSURANCE PROCEEDS FROM TAC FOR DAMAGES ON SO VEHICLE ON 1/8/24. APPROVED IN CC

5/15/24

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
49150	RECOVERIES-INSURANCE	999	NO GRANT	\$2,500	\$0	\$0	\$0	\$2,500
			AMENDMENT NO 6709 TOTAL	\$2,500	\$0	\$0	\$0	\$2,500
			REVENUE TOTAL	\$22,752	\$0	\$0	\$0	\$22,752

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, May 15, 2024

HEARING TYPE: REGULAR BUDGET YEAR: 2024

FUND NAME GENERAL FUND

FUND NO: 1000

DEPARTMENT NAME: ROAD AND BRIDGE-PRECINCT #1 DEPARTMENT NO: 540

AMENDMENT NO: 6706 REQUESTOR: COMMISSIONER PRECINCT #1

AMENDMENT REASON: LINE ITEM ADJUSTMENT TO COVER BILLS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE		EXPENDITURE		FUND BAL	
				INCREASE	DECREASE	INCREASE	DECREASE	INCREASE	DECREASE
53510	ROAD & BRIDGE SUPPLIES	999	NO GRANT	\$0	\$0	\$0	\$1,364	\$1,364	\$1,364
53550	LUMBER	999	NO GRANT	\$0	\$0	\$1,364	\$0	(\$1,364)	
AMENDMENT NO 6706 TOTAL				\$0	\$0	\$1,364	\$1,364	\$1,364	\$0

ROAD AND BRIDGE-PRECINCT #1 TOTAL \$0 \$0 \$1,364 \$1,364 \$0

DEPARTMENT NAME: ROAD AND BRIDGE-PRECINCT #2 DEPARTMENT NO: 550

AMENDMENT NO: 6707 REQUESTOR: COMMISSIONER PRECINCT #2

AMENDMENT REASON: LINE ITEM ADJUSTMENT

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE		EXPENDITURE		FUND BAL	
				INCREASE	DECREASE	INCREASE	DECREASE	INCREASE	DECREASE
53510	ROAD & BRIDGE SUPPLIES	999	NO GRANT	\$0	\$0	\$0	\$1,000	\$1,000	
53580	PIPE	999	NO GRANT	\$0	\$0	\$1,000	\$0	(\$1,000)	
AMENDMENT NO 6707 TOTAL				\$0	\$0	\$1,000	\$1,000	\$1,000	\$0

AMENDMENT NO: 6710 REQUESTOR: COUNTY AUDITOR/OVERDRAWN

AMENDMENT REASON: OVERDRAWN ACCOUNTS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE		EXPENDITURE		FUND BAL	
				INCREASE	DECREASE	INCREASE	DECREASE	INCREASE	DECREASE
51545	PART-TIME EMPLOYEES	999	NO GRANT	\$0	\$0	\$747	\$0	(\$747)	
53510	ROAD & BRIDGE SUPPLIES	999	NO GRANT	\$0	\$0	\$0	\$747	\$747	
AMENDMENT NO 6710 TOTAL				\$0	\$0	\$747	\$747	\$747	\$0

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, May 15, 2024

HEARING TYPE: REGULAR BUDGET YEAR: 2024

FUND NAME GENERAL FUND

FUND NO: 1000

DEPARTMENT NAME: ROAD AND BRIDGE-PRECINCT #2 DEPARTMENT NO: 550

ROAD AND BRIDGE-PRECINCT #2 TOTAL	\$0	\$1,747	\$1,747	\$0
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DEPARTMENT NAME: ROAD AND BRIDGE-PRECINCT #3 DEPARTMENT NO: 560

AMENDMENT NO: 6710 REQUESTOR: COUNTY AUDITOR/OVERDRAWN

AMENDMENT REASON: OVERDRAWN ACCOUNTS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE		EXPENDITURE		FUND BAL	
				INCREASE	DECREASE	INCREASE	DECREASE	INCREASE	DECREASE
53510	ROAD & BRIDGE SUPPLIES	999	NO GRANT	\$0	\$0	\$0	\$51,697	\$51,697	\$51,697
70750	CAPITAL OUTLAY	999	NO GRANT	\$0	\$0	\$51,697	\$0	(\$51,697)	
AMENDMENT NO 6710 TOTAL				\$0	\$0	\$0	\$51,697	\$51,697	\$0
ROAD AND BRIDGE-PRECINCT #3 TOTAL				\$0	\$0	\$51,697	\$51,697	\$51,697	\$0

DEPARTMENT NAME: SHERIFF DEPARTMENT NO: 760

AMENDMENT NO: 6709 REQUESTOR: SHERIFF

AMENDMENT REASON: INSURANCE PROCEEDS FROM TAC FOR DAMAGES ON SO VEHICLE ON 1/8/24. APPROVED IN CC
5/15/24

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE		EXPENDITURE		FUND BAL	
				INCREASE	DECREASE	INCREASE	DECREASE	INCREASE	DECREASE
65464	REPAIRS-INSURANCE RECOVERY	999	NO GRANT	\$0	\$0	\$2,500	\$0	(\$2,500)	
AMENDMENT NO 6709 TOTAL				\$0	\$0	\$2,500	\$0	(\$2,500)	
SHERIFF TOTAL				\$0	\$0	\$2,500	\$0	(\$2,500)	
GENERAL FUND TOTAL				\$22,752	\$0	\$93,920	\$71,168	\$0	
Grand Total				\$22,752	\$0	\$93,920	\$71,168	\$0	

16

16. Approval of bills and payroll. (RHM)

MMC

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

County Bills

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

Adjourned 10:19am

May 15, 2024

APPROVAL LIST - 2024 BUDGET
COMMISSIONERS COURT MEETING OF

05/15/24

BALANCE BROUGHT FORWARD FROM APPROVAL LIST REPORT PAGE 22

\$523,197.56

FICA	PAYROLL 5/10/2024	P/R	\$	63,642.40
MEDICARE	PAYROLL 5/10/2024	P/R	\$	14,884.08
FICA	PAYROLL 5/10/2024	P/R	\$	39,901.84
MEDICARE	SUPPLEMENTAL PAYROLL 5/3/2024	P/R	\$	1,114.36
FICA	SUPPLEMENTAL PAYROLL 5/3/2024	P/R	\$	260.62
MEDICARE	SUPPLEMENTAL PAYROLL 5/3/2024	P/R	\$	1,742.42
FICA	PAYROLL 5/10/2024	P/R	\$	1,912.50
MEDICARE	PAYROLL 5/10/2024	P/R	\$	2,121.60
NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL 5/10/2024	P/R	\$	1,665.00
OFFICE OF THE ATTORNEY GENERAL - CHILD SUPPORT	PAYROLL 5/10/2024	A/P	\$	36,979.33
VOYA	DEPT CREDIT CARD CHARGES	P/R	\$	190,386.81
CITIBANK	APRIL 2024	A/P	\$	19.47
TEXAS COUNTY & DISTRICT RETIREMENT SYSTEM	COMM CRT MAY 2024 CABLE		\$	
SPARKLIGHT				

TOTAL VENDOR DISBURSEMENTS:

\$ 877,827.99

TRANSFER DEPOSIT ERROR- TYLER TECHNOLOGIES / ACH (TIMELY FILING DISCOUNT)

\$ 9.00

TOTAL GOVT. INTERFUND TRANSFER AMOUNT:

\$ 9.00

TOTAL AMOUNT FOR APPROVAL:

\$ 877,836.99

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 05.15.24
 1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
AMBULANCE OPERATIONS-GENERAL	290	ADVERTISING	60012	PORT LAVACA WAVE	62340	3000705...	GNL AMB OP 4/3 PUBLIC NOTIC AD	62.80	
			60012	PORT LAVACA WAVE	62340	3000706...	GNL AMB OP 4/17 PUBLIC NOTICE AD	62.80	
AMBULANCE OPERATIONS-GENERAL	Total 290							125.60	0.00
AMBULANCE OPERATIONS-PORT OCONNOR	330	SERVICES	65740	TISD INC.	7646	1057292...	POC AMB 5/9 ACT# 105729 JUNE 2024 INTERNET	74.99	
AMBULANCE OPERATIONS-PORT OCONNOR	Total 330							74.99	0.00
BUILDING MAINTENANCE	170	BUILDING SUPPLIES/PARTS	53610	TURTLE & HUGHES INC	3635	6358235...	MAINT 4/29 LIGHT BULBS-CH	50.75	
		JANITOR SUPPLIES	53640	GULF COAST PAPER CO INC	2619	2532574	MAINT 5/7 TRASH BAGS, CLEANERS, SOAP, PAPER TOWELS	477.79	
		INSPECTIONS-COURTHOUSE	62834	EAGLE FIRE & SAFETY, INC.	1841	95821	MAINT 5/2 FSS INSPECTION @ SO KITCHEN	158.25	
BUILDING MAINTENANCE	Total 170							686.79	0.00
COMMISSIONERS COURT	230	INTERNET SERVICES	62955	SPARKLIGHT	9988	1128551...	COM CRT 5/1 ACT# 112855176 MAY 2024 INTERNET SVC	1,353.28	
		LEGAL NOTICES	63290	PORT LAVACA WAVE	62340	3000705...	COM CRT 4/3 PUBLIC NOTICE HEARING	37.50	
			63290	PORT LAVACA WAVE	62340	3000705...	COM CRT 4/3 BID INVITATION- SEA DRAINAGE	353.13	
			63290	PORT LAVACA WAVE	62340	3000706...	COM CRT 4/10 HAZARD MIT PLAN NOTICE	145.00	
			63290	PORT LAVACA WAVE	62340	3000706...	COM CRT 4/10 BID INVITATION- SEA DRAINAGE	353.12	

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 05.15.24
 1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
COMMISSIONERS COURT	Total 230								
		PATHOLOGIST FEES	64520	TRAVIS COUNTY MEDICAL EXAMINER	7710	3300008...	COM CRT/JP2 4/30 AUTOPSY FEE- STRUM, JR	3,778.00	
			63290	PORT LAVACA WAVE	62340	3000707...	COM CRT 4/24 BID INVITATION- MAG BEACH BULKHEAD	318.75	
			63290	PORT LAVACA WAVE	62340	3000707...	COM CRT 4/24 BID INVITATION- MAG BEACH BULKHEAD	318.75	
COUNTY AUDITOR	190	GENERAL OFFICE SUPPLIES	53020	QUILL LLC	6602	38203354	AUDITOR 4/15 CALENDAR, TONER, MONITOR MNTS & STANDS	188.17	
		MISCELLANEOUS	63920	CRAIN STEVEN LEWIS	53200	240501	AUDITOR 5/4 GASB 84 PREP- FIXED ASSET CONSULT	1,125.00	
COUNTY AUDITOR	Total 190							1,313.17	0.00
COUNTY CLERK	250	GENERAL OFFICE SUPPLIES	53020	DRIESSEN WATER INC	6245	4333001	CO CLK 4/9 WATER	30.15	
		COPY MACHINE LEASE	61340	GREAT AMERICA FINANCIAL	2751	36395062	CO CLK 4/24 WATER CO CLK 4/22 COPIER & SCANNER LEASE	37.15 428.00	
COUNTY CLERK	Total 250							495.30	0.00
COUNTY COURT-AT-LAW	410	JURORS-PETIT	51533	RHONDA S. KOKENA	5545	PO0513...	TREAS 5/13 REIMB JURY CASH FUND CRT@LAWI	920.00	
COUNTY COURT-AT-LAW	Total 410							920.00	0.00
COUNTY TREASURER	210	GENERAL OFFICE SUPPLIES	53020	AQUA BEVERAGE CO	89	146237	TREAS 4/4 WATER	38.50	
		TRAINING REGISTRATION FEES/TRAVEL	53020 66310	AQUA BEVERAGE CO TEXAS ASSOCIATION OF COUNTIES	89 7819	147274 352199.	TREAS 4/12 WATER TREAS 5/13 ADDTL CHG FOR MINI CONF- R. KOKENA	51.50 75.00	

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 05.15.24
 1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
COUNTY TREASURER	Total 210							165.00	0.00
DISTRICT ATTORNEY	510	GENERAL OFFICE SUPPLIES	53020	AQUA BEVERAGE CO	89	149795	DA 4/30 APRIL 2024 WATER COOLER RENTAL	12.50	
		DUES	54020	TEXAS DIST & CO ATTORNEY ASSOC	7606	243871	DA 5/1 2024 ANNUAL DUES-A. RODRIGUEZ	75.00	
		LEGAL SERVICES	63350	BROOKS DAVID B	5955	DB20244	DA 4/29 APRIL 2024 SUBSCRIPTION	100.00	
		BOOKS-LAW	70500	THOMSON REUTERS - WEST	8612	8501708...	DA 5/1 MAY 2024 LIBRARY PLAN CHGS	300.40	
		RENOVATION-COURTHOUS.. DEPT	73450	COASTAL NAIL & TOOL LLC	9070	2404153...	DA 4/18 WALL COVERS, SHEETROCK, SCREWS, MISC SUPP	668.36	
DISTRICT ATTORNEY	Total 510							1,156.26	0.00
DISTRICT CLERK	420	MACHINE MAINTENANCE	63500	MOON ALAN R	52	464	DIST CLK 4/29 REPLACE ICE MAKER	258.00	
DISTRICT CLERK	Total 420							258.00	0.00
DISTRICT COURT	430	JURORS-PETTIT	51533	RHONDA S. KOKENA	5545	PO0513...	TREAS 5/13 REIMB JURY CASH FUND DIST CRT	600.00	
		JURORS-GRAND	51534	RHONDA S. KOKENA	5545	PO0513...	TREAS 5/13 REIMB JURY CASH FUND GRAND JURY	1,440.00	
		ADULT ASSIGNED-ATTORNEY FEES	60050	POWERS RICHARD J	63890	2024105	DIST CRT 4/30 C# 2023-CR-8912-DC J. HENK	450.00	
			60050	POWERS RICHARD J	63890	2024106	DIST CRT 4/30 C# 2019-CR-8203-DC M. GARCIA, JR	350.00	
			60050	POWERS RICHARD J	63890	2024107	DIST CRT 4/30 C# 2023-CR-8844-DC C. LAVIOLETTE	450.00	
			60050	POWERS RICHARD J	63890	2024108	DIST CRT 4/30 C# 2023-CR-8848-DC S. MARTINEZ	350.00	
			60050	POWERS RICHARD J	63890	2024109	DIST CRT 4/30 C# 2023-CR-8867-DC C. LAVIOLETTE	450.00	

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 05.15.24
 1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
			60050	POWERS RICHARD J	63890	2024110	DIST CRT 4/30 C# 2020-CR-8256-DC M. GARCIA, JR	350.00	
			60050	POWERS RICHARD J	63890	2024111	DIST CRT 4/30 C# 2024-CR-8939-DC B. ANGUIANO	450.00	
			60050	POWERS RICHARD J	63890	2024112	DIST CRT 4/30 C# 2020-CR-8283-DC N. CASTILLO	350.00	
			60050	WEISER KEITH S	8664	2024113	DIST CRT 5/2 C# 2023-CR-8841-DC F. HARVEY	1,383.00	
		ADULT ASSIGNED- INVESTIGATION EXPENSE	60051	WEISER KEITH S	8664	2024113	DIST CRT 5/2 C# 2023-CR-8841-DC F. HARVEY	1,226.46	
DISTRICT COURT	Total 430							7,849.46	0.00
ELECTIONS	270	ELECTION SUPPLIES	53361	ELECTION SYSTEMS & SOFTWARE	1810	CD2087...	ELEC 4/18 ELECTION DAY BALLOTS- CCISD ELECTION	174.39	
			53361	ELECTION SYSTEMS & SOFTWARE	1810	CD2087...	ELEC 4/22 CUSTOM EV & ED KITS- CCISD ELECTION	79.32	
		LEGAL NOTICES	63290	PORT LAVACA WAVE	62340	3000706...	ELEC 4/10 TABULATING NOTICE- CCISD ELECTION	176.00	
			63290	PORT LAVACA WAVE	62340	3000707...	ELEC 4/24 TABULATING NOTICE- 2024 REP RUNOFF ELECTION	176.00	
ELECTIONS	Total 270							605.71	0.00
EMERGENCY MANAGEMENT	630	EQUIPMENT-OFFICE	72350	GREAT AMERICA FINANCIAL	2751	36466309	EMER MGMT 4/30 COPIER LEASE	179.00	
EMERGENCY MANAGEMENT	Total 630							179.00	0.00
EMERGENCY MEDICAL SERVICES	345	BUILDING SUPPLIES/PARTS	53610	GULF COAST PAPER CO INC	2619	2529784	EMS 4/30 CLEANER, DEGREASER	76.24	
		SUPPLIES/OPERATING EXPENSES	53980	BOUND TREE MEDICAL, LLC	412	85329362	EMS 4/29 IV CATHS, SYRINGES, GAUZE, ELECTRODES	2,549.90	

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 05.15.24
 1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
DEPARTMENTAL REPAIRS			61710	QUEZADA JOSE G	6632	PO3455...	EMS 5/4 CLEAN & BUFF FLOORS @ CENTRAL STATION	250.00	
LEASE/RENTAL			63220	OFFICE SYSTEMS CENTER	5806	36395064	EMS 4/22 COPIER LEASE	141.97	
MACHINERY/EQUIPMENT REPAIRS			63530	GULF COAST HARDWARE LLC	63198	187989	EMS 5/1 REPAIR STEP- M8	15.15	
EMERGENCY MEDICAL SERVICES	Total 345							3,033.26	0.00
EXTENSION SERVICE	110	PROGRAM SUPPLIES	53310	GULF COAST HARDWARE LLC	63199	187920	EXT SVC 4/29 4x4x10 BOARD	15.99	
EXTENSION SERVICE	Total 110							15.99	0.00
FIRE PROTECTION-PORT OCONNOR	680	SERVICES	65740	SIDDONS-MARTIN EMERGENCY GROUP	8192	3160000...	POC VFD 4/30 OIL, FILTER, MISC TRUCK REPAIRS	4,700.01	
FIRE PROTECTION-PORT OCONNOR	Total 680							4,700.01	0.00
FIRE PROTECTION-SEADRIFT	690	SERVICES	65740	TISD INC.	7646	1016122...	SEA VFD 5/9 ACT# 101612 JUNE 2024 INTERNET	49.99	
FIRE PROTECTION-SEADRIFT	Total 690							49.99	0.00
FLOOD PLAIN ADMINISTRATION	710	GENERAL OFFICE SUPPLIES	53020	AQUA BEVERAGE CO	89	146234	FLOODPLAIN 4/4 WATER	27.00	
FLOOD PLAIN ADMINISTRATION	Total 710							27.00	0.00
HEALTH DEPARTMENT	350	ENVIRONMENTAL HEALTH SERVICES	62480	VICTORIA COUNTY PUBLIC	8219	ENV2406	HEALTH DEPT 5/1 JUNE 2024 ENVIRONMENTAL HLTH SVCS	7,043.75	

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 05.15.24
 1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ver... ID	Document Number	Transaction Description	Debit	Credit
HEALTH DEPARTMENT	Total 350							7,043.75	0.00
JAIL OPERATIONS	180	GENERAL OFFICE SUPPLIES	53020	QUILL LLC	6602	38048539	JAIL 4/4 CARDSTOCK PAPER	11.89	
			53020	QUILL LLC	6602	38202707	JAIL 4/15 SOAP, TISSUE, WHITEOUT, MARKERS, MISC SUPP	160.75	
		JAIL MAINTENANCE/SUPPLIES	53420	GULF COAST PAPER CO INC	2619	2527282	JAIL 4/23 TRASH BAGS	316.20	
		UNIFORMS	53995	PIKES BROOK	2180	PO1805...	JAIL 5/2 CHEST MONOGRAM, PATCHES-JAILER UNIFORMS	300.00	
		PHYSICALS	64670	GRANT ROBERT W	2338	60	JAIL 4/22 NEW EMPLOYEE EVAL	185.00	
			64670	GRANT ROBERT W	2338	61	JAIL 4/24 NEW EMPLOYEE EVAL	185.00	
			64670	GRANT ROBERT W	2338	62	JAIL 4/28 NEW EMPLOYEE EVAL	185.00	
JAIL OPERATIONS	Total 180							1,343.84	0.00
JUSTICE OF PEACE-PRECINCT #1	450	GENERAL OFFICE SUPPLIES	53020	QUILL LLC	6602	38249590	JP1 4/17 ENVELOPES, POST ITS, FOLDERS	172.10	
JUSTICE OF PEACE-PRECINCT #1	Total 450							172.10	0.00
JUSTICE OF PEACE-PRECINCT #3	470	GENERAL OFFICE SUPPLIES	53020	QUILL LLC	6602	38153248	JP3 4/11 INK	48.58	
		TELEPHONE SERVICES	53020	QUILL LLC	6602	38162546	JP3 4/11 INK	62.08	
			66192	FRONTIER COMMUNICATIONS	2855	3619872...	JP3 4/25 ACT# 361-987-2919-082715-5 PHONE 4/25- 5124	297.89	
JUSTICE OF PEACE-PRECINCT #3	Total 470							408.55	0.00
JUSTICE OF PEACE-PRECINCT #4	480	COPY MACHINE LEASE	61340	DEWITT POTH & SON LLC	3379	7511900	JP4 4/1 COPIER COUNT 3/1-4/1	18.50	
JUSTICE OF PEACE-PRECINCT #4	Total 480							18.50	0.00

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 05.15.24
 1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
JUSTICE OF PEACE-PRECINCT #5	490	COPY MACHINE LEASE	61340	GREAT AMERICA FINANCIAL	2751	36371294	JP5 4/16 COPPER LEASE	69.00	
		TELEPHONE SERVICES	66192	FRONTIER COMMUNICATIONS	2855	3619832...	JP5 5/1 ACT# 361-983-2351-100102-5 MAY 2024 PHONE	129.69	
			66192	TISD INC.	7646	6839820...	JP5 5/9 ACT# 068398 JUNE 2024 INTERNET	89.99	
JUSTICE OF PEACE-PRECINCT #5	Total 490							288.68	0.00
JUSTICE OF THE PEACE-GENERAL	440	JURORS-PETTT	51533	RHONDA S. KOKENA	5545	PO0513...	TREAS 5/13 REIMB JURY CASH FUND JP CRTS	260.00	
JUSTICE OF THE PEACE-GENERAL	Total 440							260.00	0.00
LIBRARY	140	FIRE & SECURITY SERVICES	62630	TRIPLE D SECURITY CORPORATION	7649	0419650...	LIBRARY 5/1 ALARM MONITORING	50.00	
			62630	VICTORIA FIRE & SAFETY	8204	144869	SEA LIBRARY 4/12 INSPECT FIRE EXT	84.50	
			62630	VCS SECURITY SYSTEMS, INC.	8244	269018	LIBRARY 4/25 FIRE MONITORING	25.00	
		INTERNET SERVICES	62955	TISD INC.	7646	6122024...	SEA LIBRARY 5/9 A# 000612 JUNE 2024 INTERNET	99.99	
			62955	T MOBILE USA INC	79681	9966804...	LIBRARY 4/21 ACT# 996680425 (10) HOT SPOTS 3/21-4/20	313.70	
		BOOKS & PRINT MATL-LIBRARY	70550	CENGAGE LEARNING, INC.	26020	84220680	LIBRARY 4/23 (3) BOOKS	83.22	
			70550	CENGAGE LEARNING, INC.	26020	84220928	LIBRARY 4/23 (3) BOOKS	74.22	
			70550	CENGAGE LEARNING, INC.	26020	84221071	LIBRARY 4/23 (3) BOOKS	62.97	
			70550	CENGAGE LEARNING, INC.	26020	84221165	LIBRARY 4/23 BOOK	26.99	
			70550	CENGAGE LEARNING, INC.	26020	84221405	LIBRARY 4/23 (4) BOOKS	83.96	
			70550	CENGAGE LEARNING, INC.	26020	84227266	LIBRARY 4/24 (2) BOOKS	49.48	

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 05.15.24
 1000 - GENERAL FUND

Depr Title	Depr C...	GL Title	GL Code	Vendor Name	Van... ID	Document Number	Transaction Description	Debit	Credit
LIBRARY	Total 140		70550	CENGAGE LEARNING, INC.	26020	84227457	LIBRARY 4/24 (3) BOOKS	62.97	
			70550	BAKER & TAYLOR	403	5018873...	LIBRARY 4/19 BOOK	10.03	
			70550	BAKER & TAYLOR	403	5018873...	LIBRARY 4/19 BOOK	24.23	
			70550	BAKER & TAYLOR	403	5018873...	LIBRARY 4/19 (3) BOOKS	46.46	
				BAKER & TAYLOR	403	5018873...	LIBRARY 4/19 (20) BOOKS	307.83	
MUSEUM	150	TELEPHONE	66190	FRONTIER COMMUNICATIONS	2855	3615535...	MUSEUM 5/2 ACT# 361-553-5858-122716-5 ALARM 5/2-6/1	109.07	
								1,405.55	0.00
MUSEUM	Total 150							109.07	0.00
NO DEPARTMENT	999	ACCRUED MISCELLANEOUS2	20537	MASA	5569	PO0510...	CALCO 5/10 MAY 2024 PREMIUMS	1,708.25	
			20770	MCCREARY VESELKA BRAGG ALLEN	5255	284209	JP3 3/18 COLLECTION FEES	0.39	
			20770	MCCREARY VESELKA BRAGG ALLEN	5255	286050	JP3 4/25 COLLECTION FEES	328.73	
			20820	RODAS NOELIA	RF2...	1916	BAUER PAVILION 3/8 DEPOSIT REFUND	100.00	
NO DEPARTMENT	Total 999							2,137.37	0.00
ROAD AND BRIDGE-PRECINCT #1	540	MACHINERY PARTS/SUPPLIES	53210	GULF INTERNATIONAL LLC	2952	X501071...	RBI 5/1 SLEEVE- #0236	37.76	
			53210	HATEC INTERNATIONAL INC	3116	1840191...	RBI 4/26 HYD HOSE- #263	52.15	
			53210	TRL-WHOLESALE COMPANY, INC.	7637	9301114...	RBI 4/30 THERMOSTAT- #245	31.81	
			53210	TRL-WHOLESALE COMPANY, INC.	7637	9301114...	RBI 4/30 (2) COOLANT	49.38	
			53210	TRL-WHOLESALE COMPANY, INC.	7637	9301114...	RBI 4/30 RADIATOR- #294	214.19	
			53210	TRL-WHOLESALE COMPANY, INC.	7637	9301114...	RBI 5/1 MUFFLER CLAMP- #0236	6.64	
			53210	TRL-WHOLESALE COMPANY, INC.	7637	9301114...	RBI 5/1 BRAKE FLUID	11.03	

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 05.15.24
 1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
			53210	TRI-WHOLESALE COMPANY, INC.	7637	9301114...	RB1 5/1 BATTERY CLEANER	13.81	
			53210	TRI-WHOLESALE COMPANY, INC.	7637	9301114...	RB1 5/1 BRAKE CLEANER	3.99	
			53210	TRI-WHOLESALE COMPANY, INC.	7637	9301114...	RB1 5/1 FUEL FILTER-#0236	6.99	
			53210	TRI-WHOLESALE COMPANY, INC.	7637	9301114...	RB1 5/2 OIL HUB, FUSE HOLDER, CIRCUIT BREAKER-#0236	17.06	
			53540	ARNOLD OIL COMPANY - VICTORIA	1472	102K01...	RB1 4/30 DEF	772.30	
			53540	NEW DISTRIBUTING CO INC	3638	6744024...	RB1 4/29 1000G DIESEL, 990G UNLEADED	6,061.16	
			53590	ECONO SIGN & BARRICADE LLC	1825	10989414	RB1 4/24 (3) SIGNS, (12) POSTS	1,589.58	
			53640	GULF COAST PAPER CO INC	2619	2529783	RB1 4/30 BUG BLASTER	74.52	
			53995	CINTAS CORPORATION LOC. 083	958	4191354...	RB1 5/2 UNIFORMS	86.22	
			62659	CYCLONE RESOURCES LLC	7052	1667	RB1 5/3 (3) DUMPS- WESTSIDE CLEAN UP	1,050.00	
			62659	VICTORIA LANDFILL - 3430	8228	3430000...	RB1 4/30 (3) DUMPS- WESTSIDE CLEAN UP	440.26	
			64370	VICTORIA FIRE & SAFETY	8204	145005	RB1 4/30 FIRE EXT INSPECTION & SVC	407.10	
			66600	UNDINE TEXAS LLC - GBRA (31)	80670	5700182...	RB1 4/30 ACT# 79031-5700182800 WATER 3/18-4/18	68.34	
			66614	UNDINE TEXAS LLC - GBRA (31)	80670	5700152...	RB1 4/30 ACT# 79031-5700152800 WATER 3/18-4/18	288.08	
			66614	UNDINE TEXAS LLC - GBRA (31)	80670	5700257...	RB1 4/30 ACT# 79031-5700257100 WATER 3/18-4/18	86.58	
			70650	SOUTH TEXAS STEEL SERVICE CO	7537	73955	RB1 4/16 REBAR, STIRRUP, CORNER BAR, TIE WIRE- CONCRETE PAD	4,233.42	
			70650	SOUTH TEXAS STEEL SERVICE CO	7537	74026	RB1 4/18 ANCHOR BOLTS- CONCRETE PAD	355.32	

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 05.15.24
 1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
ROAD AND BRIDGE-PRECINCT #1	Total 540							15,957.69	0.00
		ROAD & BRIDGE SUPPLIES	53510	KC LEASE SERVICE INC	2893	79117	RB2 4/25 937.43T 3/4" TO DUST LIMESTONE	33,850.60	
			53510	QUALITY HOT MIX INC	6603	28820	RB2 5/1 262.387T PB#4 TOPPING ROCK	21,464.21	
		PIPE	53580	SOUTH TEXAS CORRUGATED PIPE	7624	1629	RB2 4/23 METAL PIPE	736.80	
		JANITOR SUPPLIES	53640	ARNOLD OIL COMPANY - VICTORIA	1472	102KM6...	RB2 4/11 24LB OIL DRY	108.12	
			53640	CINTAS CORPORATION LOC. 083	958	4191044...	RB2 4/30 SCRAPER MAT	3.98	
		SUPPLIES-MISCELLANEOUS	53992	ARNOLD OIL COMPANY - VICTORIA	1472	102KL3...	RB2 3/26 CREDIT ON RETURNED ATEX METER		166.67
			53992	ARNOLD OIL COMPANY - VICTORIA	1472	102KO6...	RB2 5/6 RUST EATER	156.43	
		UNIFORMS	53995	CINTAS CORPORATION LOC. 083	958	4191044...	RB2 4/30 UNIFORMS	64.86	
		EQUIPMENT RENTAL	62510	UNITED RENTALS (N AMERICA)INC	63370	2326194...	RB2 4/30 WATER TRUCK RENTAL 4/14- 5/13	3,184.00	
		UTILITIES	66600	UNDINE TEXAS LLC - GBRA (31)	80670	5700123...	RB2 4/30 ACT# 79031-5700123200 WATER 3/18- 4/17	68.34	
ROAD AND BRIDGE-PRECINCT #2	Total 550							59,637.34	166.67
		MACHINERY PARTS/SUPPLIES	53210	HOLT CAT	3048	PIMV01...	RB3 4/22 FILTERS, BREATHER KIT- BACKHOE	772.54	
			53210	LES ZEPHIN MOTORS	4688	18153	RB3 5/1 CLUTCH- MOWER	28.95	
			53210	SHOPPAS FARM SUPPLY	7366	1704963	RB3 12/15 AIR FILTER- JOHN DEERE	63.13	
			53210	SHOPPAS FARM SUPPLY	7366	1759693	RB3 5/1 KEY, ROTARY- JOHN DEERE	93.62	
			53210	TRI-WHOLESALE COMPANY, INC.	7637	9301114...	RB3 5/1 BATTERY & SWITCH- JOHN DEERE TRACTOR	168.96	

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 05.15.24
 1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
ROAD & BRIDGE SUPPLIES			53510	QUALITY HOT MIX INC	6603	28821	RB4 5/1 798.15T HOT MIX COLD LAID	94,844.16	
LUMBER			53550	POC HARDWARE & SUPPLY	6242	173572	RB4 3/19 LUMBER	116.07	
SIGNS			53590	SIGN WORKS	7272	24285	RB4 4/30 CUSTOM SIGNS- SWAN POINT	582.50	
INSECTICIDES/PESTICIDES			53630	CLARKE MOSQUITO CONTROL	9861	0051082...	RB4 4/25 (6) CASES 45-DAY BRIQUETS	1,920.00	
SUPPLIES-MISCELLANEOUS			53992	POC HARDWARE & SUPPLY	6242	173484	RB4 3/6 SPRAYER, HOSE, SCRAPER	90.84	
			53992	POC HARDWARE & SUPPLY	6242	173502	RB4 3/7 DRILL BIT, CAP, HOSE, SOAP	152.93	
			53992	POC HARDWARE & SUPPLY	6242	173572	RB4 3/19 TOWELS, NUTS, WASHERS, PLUG	49.32	
			53992	CINTAS CORPORATION LOC. 083	958	4191616...	RB4 5/6 MISC SUPP	9.00	
EQUIPMENT RENTAL			62510	AIRGAS USA, LLC	136	5507807...	RB4 4/30 APRIL 2024 CYLINDER RENTAL	433.13	
			62510	UNITED RENTALS (N AMERICA)INC	63370	2313491...	RB4 4/25 BACKHOE, LOADER RENTAL 4/9- 5/7	2,381.67	
			62510	UNITED RENTALS (N AMERICA)INC	63370	2313491...	RB4 4/29 BACK HOE, LOADER	31.16	
			62510	UNITED RENTALS (N AMERICA)INC	63370	2332043...	RB4 4/29 TRENCHER	180.35	
MISCELLANEOUS			63920	TISD INC.	7646	1091222...	RB4 5/9 ACT# 109122 JUNE 2024 INTERNET	72.49	
			63920	TISD INC.	7646	8720240...	RB4 5/9 ACT# 000087 JUNE 2024 INTERNET	44.99	
OUTSIDE SERVICES			64400	FOWLER CONSTRUCTION LLC	2936	2268	RB4 4/30 BOAT RAMP REPAIR	1,815.00	
TELEPHONE SERVICES			66192	FRONTIER COMMUNICATIONS	2855	3617855...	RB4 5/4 ACT# 361-785-5602- 092404-5 FAX 5/4- 6/3	58.13	
			66192	AT&T MOBILITY	5209	3616558...	RB4 5/4 ACT# 287241943702 PHONE 5/5- 6/4	326.52	
UNIFORMS			66590	CINTAS CORPORATION LOC. 083	958	4191616...	RB4 5/6 UNIFORMS	79.74	
CAPITAL OUTLAY			70750	CON METAL CONCRETE LLC	4859	242419	RB4 4/26 HELIPAD WORK	1,395.18	

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 05.15.24
 1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
ROAD AND BRIDGE-PRECINCT #4	Total 570							105,494.08	31.69
SHERIFF	760	TIRES AND TUBES	53520	FIRESTONE OF PORT LAVACA LLC	5584	0085705	SO 5/2 TIRE REPAIR- U41	25.00	
		UNIFORMS	53995	MELSTAN, INC.	5021	091512	SO 4/30 RAIN BOOTS	112.80	
		AUTOMOTIVE REPAIRS	60360	AUTO ZONE	6	3512687...	SO 5/4 BONDED LEATHER	19.39	
			60360	STAR W EQUIPMENT REPAIR INC	741	5883	SO 11/8 REPAIRS- 09	650.00	
SHERIFF	Total 760							807.19	0.00
TAX APPRAISAL DISTRICT	220	TAX APPRAISAL SERVICES	66100	CALHOUN CO. APPRAISAL DISTRICT	816	20243	TAX A/C 4/29 3RD QTR 2024 APPRAISAL SVCS	88,537.67	
		TAX COLLECTION SERVICES	66130	CALHOUN CO. APPRAISAL DISTRICT	816	20243	TAX A/C 4/29 3RD QTR 2024 COLLECTION SVCS	34,449.72	
TAX APPRAISAL DISTRICT	Total 220							122,987.39	0.00
WASTE MANAGEMENT	380	TELEPHONE SERVICES	66192	FRONTIER COMMUNICATIONS	2855	3615527...	WASTE MGMT 5/1 ACT# 361-552-7791- 101502-5 MAY 2024 PHONE	172.29	
		WASTE DISPOSAL FEES	66830	REPUBLIC SERVICES #847	8897	0847001...	WASTE MGMT 4/30 ACT# 3-0847-0013749 APRIL 2024 TRASH SVC	12,512.34	
WASTE MANAGEMENT	Total 380							12,684.63	0.00

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 05.15.24
 2670 - COURTHOUSE SECURITY FUND

Dept Title	Dept C....	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	EQUIPMENT SECURITY	72545	VCS SECURITY SYSTEMS, INC.	8244	263151	CO CLK 11/6 TROUBLESHOOT CAMERA ISSUES, CREDIT FOR (4) HRS	214.95	
NO DEPARTMENT	Total 999							214.95	0.00

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 05.15.24
 2716 - GRANTS FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	ACCRUED MISCELLANEOUS2	20537	MASA	5569	PO0510...	CALCO 5/10 MAY 2024 PREMIUMS	1.55	
		PROGRAMS: SUMMER/AUTHOR VISITS	64970	CREATIVE PRODUCT SOURCE INC	223	CP11030...	LIBRARY 4/23 (180) COLORING TOTES	444.76	
NO DEPARTMENT	Total 999							446.31	0.00

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 05.15.24
 2719 - JUSTICE COURT TECHNOLOGY FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ver... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	CAPITAL OUTLAY-JP PCT #3	70753	QUILL LLC	6602	38153042	JP3 4/11 PRINTER	299.99	
NO DEPARTMENT	Total 999							299.99	0.00

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 05.15.24
 2736 - POC COMMUNITY CENTER

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	ACCRUED MISCELLANEOUS2	20537	MASA	5569	PO0510...	CALCO 5/10 MAY 2024 PREMIUMS	1.20	
			63920	POC HARDWARE & SUPPLY	6242	173247	POC CC 3/15 PAPER TOWELS, TOILET PAPER	245.96	
			63920	POC HARDWARE & SUPPLY	6242	173484	POC CC 3/6 SCRUB PADS, TOILET BRUSH	23.65	
NO DEPARTMENT	Total 999							270.81	0.00

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 05.15.24
 5102 - C.P.R.I.-AMERICAN RESCUE PLAN ACT OF 2021

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	BUILDING-EMERGENCY COMMUNICATIONS	70654	BLS CONSTRUCTION INC	449	009	CAP PROJ 4/26 COMBINED DISPATCH BLDG PMNT 9 4/2-4/22	77,826.75	
NO DEPARTMENT	Total 999							77,826.75	0.00

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 05.15.24
 5186 - CP PROJ-MAG BEACH RESTORATION/CRABBIN BR

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ver... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	ENGINEERING SERVICES	62454	MOTT MACDONALD GROUP INC	3885	5075022...	MATAGORDA MITT 4/26 CRABBIN BRIDGE 3/1- 3/31	30,359.00	
NO DEPARTMENT	Total 999							30,359.00	0.00

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 05.15.24
 7750 - MISCELLANEOUS CLEARING FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	DUE TO OTHER GOVERNMENTS	20749	CALHOUN CO. NAVIGATION DIST.	1106	PO2024...	TAX A/C 5/10 APRIL 2024 TAX COLLECS	26.66	
NO DEPARTMENT	Total 999							26.66	0.00

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 05.15.24
 7995 - TREASURER UNCLAIMED PROPERTY 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 COUNTY FEES & FINES	F162	P0051024	CALCO 5/10 CORRECT TYLER EAGLE ERROR- CO CLK	1.00	
NO DEPARTMENT	Total 999							1.00	0.00

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 05.15.24
 9200 - JUVENILE PROBATION FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	ACCRUED MISCELLANEOUS2	20537	MASA	5569	PO0510...	CALCO 5/10 MAY 2024 PREMIUMS	37.00	0.00
NO DEPARTMENT	Total 999							37.00	0.00
Report Total								523,395.92	198.36

MEMORIAL MEDICAL CENTER

COMMISSIONERS COURT APPROVAL LIST FOR ---May 15, 2024

TOTALS TO BE APPROVED - TRANSFERRED FROM ATTACHED PAGES

TOTAL PAYABLES, PAYROLL AND ELECTRONIC BANK PAYMENTS	\$ 752,476.34	✓
TOTAL TRANSFERS BETWEEN FUNDS	\$ 29,623.16	✓
TOTAL NURSING HOME UPL EXPENSES	\$ 916,562.52	✓
TOTAL INTER-GOVERNMENT TRANSFERS	\$ -	

GRAND TOTAL DISBURSEMENTS APPROVED May 15, 2024	\$ 1,698,662.02
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MEMORIAL MEDICAL CENTER
COMMISSIONERS COURT APPROVAL LIST FOR ---May 15, 2024

PAYABLES AND PAYROLL

5/9/2024 Weekly Payables	521,663.98
5/10/2024 Citibank Credit Card-see attached	4,644.44
5/13/2024 McKesson-340B Prescription Expense	1,402.39
5/13/2024 Amerisource Bergen-340B Prescription Expense	327.18
5/13/2024 Amerisource Bergen-340B Prescription Expense (MMC Opt. amount over)	55.00

Prosperity Electronic Bank Payments

5/13/2024 90 Degree Benefits - employee insurance claims	23,128.88
5/13/2024 90 Degree Benefits - employee insurance claims	7,357.97
5/13/2024 Sales Tax for April 2024	2,057.03
5/13/2024 TCDRS April Retirement	185,678.64
5/13/2024 Credit Card Fees	5,558.39
5/6-5/10/2024 Pay Plus-Patient Claims Processing Fee	493.44
5/13/2024 Clearance - Patient Financing Fee	109.00

TOTAL PAYABLES, PAYROLL AND ELECTRONIC BANK PAYMENTS **\$ 752,476.34**

TRANSFER BETWEEN FUNDS FROM MMC TO NURSING HOMES

5/9/2024 MMC Operating to Golden Creek Healthcare-correction of nursing home insurance payment deposited into MMC Operating in error	14.41
5/9/2024 MMC Operating to Gulf Pointe Plaza - correction of nursing home insurance payment deposited into MMC Operating	94.68
5/9/2024 MMC Operating to Tuscany Village-correction of nursing home insurance payment deposited into MMC operating in error	5,712.00
5/9/2024 MMC Operating to Bethany-correction of nursing home insurance payment deposited into MMC Operating in error	23,802.07

TOTAL TRANSFERS BETWEEN FUNDS **\$ 29,623.16**

NURSING HOME UPL EXPENSES

5/13/2024 Nursing Home UPL-Cantex Transfer	591,884.08
5/13/2024 Nursing Home UPL-Nexion Transfer	45,635.42
5/13/2024 Nursing Home UPL-HMG Transfer	37,019.35
5/13/2024 Nursing Home UPL-Tuscany Transfer	97,989.21
5/13/2024 Nursing Home UPL-HSL Transfer	73,114.40

QIPP CHECKS TO MMC

5/13/2024 Ashford - Molina Q2 & March Wellpoint QIPP	21,440.23
5/13/2024 Broadmoor - Molina Q2 & March Wellpoint QIPP	8,006.51
5/13/2024 Crescent - Molina Q2 & March Wellpoint QIPP	5,942.12
5/13/2024 Fort Bend - Molina Q2 & March Wellpoint QIPP	6,769.25
5/13/2024 Solera - Molina Q2 & March Wellpoint QIPP	5,822.77
5/13/2024 Tuscany - Molina Q2 & March Wellpoint QIPP	14,739.18

TRANSFER OF FUNDS BETWEEN NURSING HOMES

5/13/2024 Gulf Pointe to Tuscany Village - Tuscany Village Claim payment deposited into Gulf Pointe in	8,200.00
--	----------

TOTAL NURSING HOME UPL EXPENSES **\$ 916,562.52**

TOTAL INTER-GOVERNMENT TRANSFERS **\$**

GRAND TOTAL DISBURSEMENTS APPROVED May 15, 2024	\$ 1,698,662.02
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RECEIVED BY THE COUNTY AUDITOR ON

MEMORIAL MEDICAL CENTER

05/09/2024 11:54

MAY 09 2024

AP Open Invoice List

0 ap_open_invoice.template

Due Dates Through: 05/31/2024

Vendor# Vendor Name CALHOUN COUNTY, TEXAS

Class Pay Code

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
022924		04/30/202	02/29/202	03/25/202			2,817.75	0.00	0.00	2,817.75
33124	SUPPLIES	04/30/202	03/31/202	04/25/202			1,144.01	0.00	0.00	1,144.01
043024	SUPPLIES	04/30/202	04/30/202	05/25/202			760.24	0.00	0.00	760.24
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
11283 ACE HARDWARE 15521							4,722.00	0.00	0.00	4,722.00

Vendor# Vendor Name ACUTE CARE INC

Class Pay Code

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
INV1808		05/09/202	05/01/202	05/20/202			1,400.00	0.00	0.00	1,400.00
	RFID FEE									
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
10950 ACUTE CARE INC							1,400.00	0.00	0.00	1,400.00

Vendor# Vendor Name AIRGAS USA, LLC - CENTRAL DIV

Class Pay Code

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
5507737702		04/30/202	04/30/202	05/25/202			960.89	0.00	0.00	960.89
9149256921	OXYGEN	05/08/202	04/25/202	05/20/202			124.40	0.00	0.00	124.40
9149396475	SUPPLIES	05/08/202	04/30/202	05/25/202			2,587.69	0.00	0.00	2,587.69
9149541772	BULK	05/09/202	05/01/202	05/26/202			32.87	0.00	0.00	32.87
	REFILL									
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
A1680 AIRGAS USA, LLC - CENTRAL DIV							3,705.85	0.00	0.00	3,705.85

Sales Tax Inc'd

2,587.69
2580.41

Vendor# Vendor Name ALPHA TEC SYSTEMS INC

Class Pay Code

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
INV-00124180		04/30/202	04/26/202	05/25/202			156.69	0.00	0.00	156.69
	SUPPLIES									
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
A1746 ALPHA TEC SYSTEMS INC							156.69	0.00	0.00	156.69

Vendor# Vendor Name AMAZON CAPITAL SERVICES

Class Pay Code

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
1RN3-7XL9-1QHT		04/30/202	04/22/202	05/22/202			269.98	0.00	0.00	269.98
197Y-4K9W-97NP		04/30/202	04/30/202	05/30/202			55.80	0.00	0.00	55.80
	SUPPLIES									
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
14028 AMAZON CAPITAL SERVICES							325.78	0.00	0.00	325.78

Vendor# Vendor Name AQUA BEVERAGE COMPANY

Class Pay Code

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
143622		04/30/202	03/21/202	04/15/202			50.00	0.00	0.00	50.00
	WATER									

✓	145736		04/30/202	03/31/202	04/25/202		12.00	0.00	0.00	12.00	✓
		WATER									
	Vendor Totals: Number Name						Gross	Discount	No-Pay	Net	
	A2218	AQUA BEVERAGE COMPANY					62.00	0.00	0.00	62.00	
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	
✓	82317028		05/01/202	05/01/202	05/26/202		3,071.40	0.00	0.00	3,071.40	✓
		SUPPLIES									
✓	82316065		05/01/202	05/01/202	05/26/202		631.20	0.00	0.00	631.20	✓
		SPECTRUM									
	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							
11544	✓ BAY STORAGE										
✓	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net	
✓	20240264		05/09/202	05/01/202	05/31/202		2,820.00	0.00	0.00	2,820.00	✓
		JUNE-NOV 24									
	Vendor Totals: Number Name						Gross	Discount	No-Pay	Net	
	11544	BAY STORAGE					2,820.00	0.00	0.00	2,820.00	
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	
✓	5487596		04/29/202	04/21/202	05/16/202		1,935.15	0.00	0.00	1,935.15	△
		SUPPLIES									
✓	4530502		04/29/202	04/21/202	05/16/202		1,484.00	0.00	0.00	1,484.00	✓
		SUPPLIES									
✓	111072033		04/30/202	01/03/202	01/28/202		976.20	0.00	0.00	976.20	✓
		SUPPLIES									
✓	111293409		05/01/202	05/01/202	05/26/202		79.00	0.00	0.00	79.00	✓
		SUPPLIES									
✓	111293615		05/01/202	05/01/202	05/26/202		3,617.66	0.00	0.00	3,617.66	✓
		SUPPLIES									
✓	111296297		05/01/202	05/02/202	05/27/202		644.20	0.00	0.00	644.20	✓
		SUPPLIES									
✓	111297698		05/07/202	05/03/202	05/28/202		199.09	0.00	0.00	199.09	✓
		SUPPLIES									
✓	4532201		05/07/202	05/03/202	05/28/202		1,484.00	0.00	0.00	1,484.00	H
		CONTRACT									
	Vendor Totals: Number Name						Gross	Discount	No-Pay	Net	
	B1220	BECKMAN COULTER INC					10,419.30	0.00	0.00	10,419.30	
Vendor#	Vendor Name		Class	Pay Code							
10024	✓ BECTON, DICKINSON & CO (BD)										
✓	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net	
✓	9112643677		04/30/202	04/23/202	05/23/202		273.25	0.00	0.00	273.25	✓
		SUPPLIES									
	Vendor Totals: Number Name						Gross	Discount	No-Pay	Net	
	10024	BECTON, DICKINSON & CO (BD)					273.25	0.00	0.00	273.25	
Vendor#	Vendor Name		Class	Pay Code							
B1601	BOHLS BEARING & POWER TRANS		M								
✓	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net	
✓	283527		05/08/202	05/07/202	05/20/202		143.80	0.00	0.00	143.80	✓
		BEARING INSERT									
	Vendor Totals: Number Name						Gross	Discount	No-Pay	Net	
	B1601	BOHLS BEARING & POWER TRANS					143.80	0.00	0.00	143.80	
Vendor#	Vendor Name		Class	Pay Code							

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
998562494		04/30/202	04/22/202	05/22/202			590.00	0.00	0.00	590.00
SUPPLIES										
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
B1655 BOSTON SCIENTIFIC CORPORATION							590.00	0.00	0.00	590.00

Vendor#	Vendor Name	Class	Pay Code
B1800	BRIGGS HEALTHCARE	M	

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
B458558		04/30/202	04/29/202	05/29/202			152.90	0.00	0.00	152.90
ER REGISTER BOOK										
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
B1800 BRIGGS HEALTHCARE							152.90	0.00	0.00	152.90

Vendor#	Vendor Name	Class	Pay Code
C1048	CALHOUN COUNTY	W	

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
52955439		04/30/202	04/26/202	05/26/202			1,342.05	0.00	0.00	1,342.05
52955441	ELECTRICITY						34,428.74	0.00	0.00	34,428.74
52955443	ELECTRICITY						19.85	0.00	0.00	19.85
52925084	ELECTRICITY						8.47	0.00	0.00	8.47
52955568	ELECTRICITY						505.25	0.00	0.00	505.25
Vendor Totals: Number Name										
C1048 CALHOUN COUNTY							36,304.36	0.00	0.00	36,304.36

Vendor#	Vendor Name	Class	Pay Code
C1325	CARDINAL HEALTH 414, INC.	W	

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
8003496571		04/30/202	04/20/202	05/15/202			212.37	0.00	0.00	212.37
SUPPLIES										
8003501806		04/30/202	04/30/202	05/25/202			962.80	0.00	0.00	962.80
SUPPLIES										
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
C1325 CARDINAL HEALTH 414, INC.							1,175.17	0.00	0.00	1,175.17

Vendor#	Vendor Name	Class	Pay Code
15188	CLARITY ENROLLMENT SOLUTIONS		

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
1388		04/30/202	02/01/202	03/02/202			360.00	0.00	0.00	360.00
1496	CARRIER CONNECTION/						358.50	0.00	0.00	358.50
1556	CARRIER CONNECTION						361.50	0.00	0.00	361.50
CARRIER INTEGR										
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
15188 CLARITY ENROLLMENT SOLUTIONS							1,080.00	0.00	0.00	1,080.00

Vendor#	Vendor Name	Class	Pay Code
11030	COMBINED INSURANCE		

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
050124		05/01/202	05/01/202	05/01/202			501.72	0.00	0.00	501.72
PAYROLL DEDUCT										
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
11030 COMBINED INSURANCE							501.72	0.00	0.00	501.72

C2552 ✓ CREST HEALTHCARE SUPPLY

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 0296786		04/30/202	04/29/202	05/29/202			263.10	0.00	0.00	263.10

SUPPLIES

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
C2552	CREST HEALTHCARE SUPPLY	263.10	0.00	0.00	263.10

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
✓ 04302024		04/30/202	04/30/202	05/22/202			34.65	0.00	0.00	34.65

WATER

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
12044	CULLIGAN ULTRAPURE INC.	34.65	0.00	0.00	34.65

Vendor# ✓ Vendor Name Class Pay Code
11368 ✓ CYRACOM LLC

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 2024028284		04/29/202	04/30/202	05/30/202			474.79	0.00	0.00	474.79

INTERPRETATION

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
11368	CYRACOM LLC	474.79	0.00	0.00	474.79

Vendor# ✓ Vendor Name Class Pay Code
10060 ✓ DETAR HOSPITAL ICP

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ DTR2404020		04/30/202	05/01/202	05/20/202			498.33	0.00	0.00	498.33

LAB SERV APRIL

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
10060	DE TAR HOSPITAL	498.33	0.00	0.00	498.33

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
✓ 754187-0		04/29/202	04/29/202	05/24/202			633.17	0.00	0.00	633.17

SUPPLIES

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 754442-0		05/06/202	05/01/202	05/26/202			164.85	0.00	0.00	164.85

SUPPLIES

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
10368	DEWITT POTH & SON	798.02	0.00	0.00	798.02

Vendor# ✓ Vendor Name Class Pay Code
11011 ✓ DIAMOND HEALTHCARE CORP

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ IN20056203		04/30/202	05/01/202	05/26/202			31,144.58	0.00	0.00	31,144.58

APR BEH HEALTH

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ IN20056204		04/30/202	05/01/202	05/26/202			19,166.67	0.00	0.00	19,166.67

APR CPR

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
11011	DIAMOND HEALTHCARE CORP	50,311.25	0.00	0.00	50,311.25

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
✓ MMC043024		04/30/202	04/30/202	05/01/202			147,081.83	0.00	0.00	147,081.83

PHYSICIAN SERV 4/10/24 - 4/30/24

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
10789	DISCOVERY MEDICAL NETWORK INC	147,081.83	0.00	0.00	147,081.83

Vendor# ✓ Vendor Name Class Pay Code
10842 ✓ DOOR CONTROL SERVICES, INC

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ SMINV372173		04/30/202	04/16/202	05/07/202			5,387.91	0.00	0.00	5,387.91

DOOR REPAIR

Vendor Totals:		Number	Name		Gross	Discount	No-Pay	Net		
		10842	DOOR CONTROL SERVICES, INC		5,387.91	0.00	0.00	5,387.91		
Vendor#	Vendor Name	Class	Pay Code							
11291	DOWELL PEST CONTROL									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 28118		04/30/202	04/28/202	05/01/202			160.00	0.00	0.00	160.00 ✓
✓ 28119	PEST CONTROL <i>Moscow. Treatment</i>	04/30/202	04/29/202	05/01/202			105.00	0.00	0.00	105.00 ✓
✓ 28110	PEST CONTROL	04/30/202	04/29/202	05/01/202			260.00	0.00	0.00	260.00 ✓
✓ 28111	PEST CONTROL	04/30/202	04/29/202	05/24/202			505.00	0.00	0.00	505.00 ✓

Vendor Totals:		Number	Name		Gross	Discount	No-Pay	Net
		11291	DOWELL PEST CONTROL		1,030.00	0.00	0.00	1,030.00

Vendor#	Vendor Name	Class	Pay Code							
C2510	EVIDENT	M								
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ A2405031378		04/29/202	05/03/202	05/28/202			19,631.00	0.00	0.00	19,631.00 ✓

Vendor Totals:		Number	Name		Gross	Discount	No-Pay	Net
		C2510	EVIDENT		19,631.00	0.00	0.00	19,631.00

Vendor#	Vendor Name	Class	Pay Code							
R1185	FARAH JANAK									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 050224		05/08/202	05/02/202	05/15/202			115.24	0.00	0.00	115.24 ✓

Vendor Totals:		Number	Name		Gross	Discount	No-Pay	Net
		R1185	FARAH JANAK		115.24	0.00	0.00	115.24

Vendor#	Vendor Name	Class	Pay Code							
F1400	FISHER HEALTHCARE	M								
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 1706439		04/30/202	04/22/202	05/17/202			234.37	0.00	0.00	234.37 ✓
✓ 1744689	SUPPLIES	04/30/202	04/23/202	05/18/202			5,979.16	0.00	0.00	5,979.16 ✓

Vendor Totals:		Number	Name		Gross	Discount	No-Pay	Net
		F1400	FISHER HEALTHCARE		6,213.53	0.00	0.00	6,213.53

Vendor#	Vendor Name	Class	Pay Code							
10599	FORVIS									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 2077129		04/30/202	04/27/202	05/22/202			12,075.00	0.00	0.00	12,075.00 ✓

Vendor Totals:		Number	Name		Gross	Discount	No-Pay	Net
		10599	FORVIS		12,075.00	0.00	0.00	12,075.00

Vendor#	Vendor Name	Class	Pay Code							
14156	FUJI FILM									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 91475183		04/29/202	04/25/202	05/25/202			7,908.33	0.00	0.00	7,908.33 ✓

Vendor Totals:		Number	Name		Gross	Discount	No-Pay	Net
		14156	FUJI FILM		7,908.33	0.00	0.00	7,908.33

Vendor#	Vendor Name	Class	Pay Code							
10283	GE HEALTHCARE									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net

✓ 6002655305	LOGIQ S7	04/30/202 04/25/202 05/20/202	903.00	0.00	0.00	903.00	✓
✓ 6002659192	IMAGING CONTRACT	05/08/202 05/01/202 05/26/202	61.67	0.00	0.00	61.67	✓
✓ 6002659190	IMAGING CONTRACT	05/08/202 05/01/202 05/26/202	86.67	0.00	0.00	86.67	✓
✓ 6002659191	IMAGING CONTRACT	05/08/202 05/01/202 05/26/202	2,422.50	0.00	0.00	2,422.50	✓
✓ 6002659523	IMAGING CONTRACT	05/08/202 05/01/202 05/26/202	998.34	0.00	0.00	998.34	✓
✓ 6002659196	IMAGING CONTRACT	05/08/202 05/01/202 05/26/202	5,665.83	0.00	0.00	5,665.83	✓
✓ 6002659189	IMAGING CONTRACT	05/08/202 05/01/202 05/26/202	3,588.58	0.00	0.00	3,588.58	✓

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	10283	GE HEALTHCARE	13,726.59	0.00	0.00	13,726.59

Vendor#	Vendor Name	Class	Pay Code							
13060	✓ GENZYME CORPORATION									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 7030544506	INVENTORY	04/30/202	08/05/202	11/13/202			2,296.05	0.00	0.00	2,296.05
✓ 7030508850	INVENTORY	05/09/202	05/05/202	08/13/202			2,304.50	0.00	0.00	2,304.50

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	13060	GENZYME CORPORATION	4,600.55	0.00	0.00	4,600.55

Vendor#	Vendor Name	Class	Pay Code							
W1300	✓ GRAINGER		M							
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 9097762745	SUPPLIES	04/30/202	04/24/202	05/19/202			121.84	0.00	0.00	121.84

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	W1300	GRAINGER	121.84	0.00	0.00	121.84

Vendor#	Vendor Name	Class	Pay Code							
12948	✓ GREAT AMERICA FINANCIAL SVCS									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 36482348		05/09/202	05/02/202	05/31/202			10,357.60	0.00	0.00	10,357.60

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	12948	GREAT AMERICA FINANCIAL SVCS	10,357.60	0.00	0.00	10,357.60

Vendor#	Vendor Name	Class	Pay Code							
G0401	✓ GULF COAST DELIVERY									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 043024	SLIDES/LAB	04/29/202	04/30/202	05/30/202			125.00	0.00	0.00	125.00

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	G0401	GULF COAST DELIVERY	125.00	0.00	0.00	125.00

Vendor#	Vendor Name	Class	Pay Code							
G1210	✓ GULF COAST PAPER COMPANY		M							
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 2529791	SUPPLIES	04/29/202	04/30/202	05/30/202			1,039.71	0.00	0.00	1,039.71

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	G1210	GULF COAST PAPER COMPANY	1,039.71	0.00	0.00	1,039.71

Vendor#	Vendor Name	Class	Pay Code							
11784	✓ HALF LEAGUE STORAGE									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net

✓	021224		04/30/202	02/12/202	03/01/202		360.00	0.00	0.00	360.00	✓
		FEB-APR 24									
✓	050124		05/09/202	05/01/202	05/20/202		360.00	0.00	0.00	360.00	✓
		MAY-JULY 24									
	Vendor Totals: Number Name						Gross	Discount	No-Pay	Net	
	11784	HALF LEAGUE STORAGE					720.00	0.00	0.00	720.00	
Vendor#	Vendor Name		Class		Pay Code						
10334	✓ HEALTH CARE LOGISTICS INC										
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net	
	✓ 309419289		04/30/202	04/16/202	05/11/202		1,808.64	0.00	0.00	1,808.64	✓
		SUPPLIES									
	Vendor Totals: Number Name						Gross	Discount	No-Pay	Net	
	10334	HEALTH CARE LOGISTICS INC					1,808.64	0.00	0.00	1,808.64	
Vendor#	Vendor Name		Class		Pay Code						
12380	✓ HEALTH SOLUTIONS DIETETICS										
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net	
	✓ 042624		04/30/202	04/26/202	05/15/202		3,400.00	0.00	0.00	3,400.00	✓
		DIETICIAN SERV									
	Vendor Totals: Number Name						Gross	Discount	No-Pay	Net	
	12380	HEALTH SOLUTIONS DIETETICS					3,400.00	0.00	0.00	3,400.00	
Vendor#	Vendor Name		Class		Pay Code						
H1269	✓ HENRY SCHEIN INC.										
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net	
	✓ 794097200		04/29/202	03/26/202	04/26/202		51.76	0.00	0.00	51.76	✓
		SUPPLIES									
	Vendor Totals: Number Name						Gross	Discount	No-Pay	Net	
	H1269	HENRY SCHEIN INC.					51.76	0.00	0.00	51.76	
Vendor#	Vendor Name		Class		Pay Code						
H1399	✓ HILL-ROM COMPANY, INC		M								
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net	
	✓ 3328990		04/30/202	03/31/202	04/30/202		300.70	0.00	0.00	300.70	✓
		SUPPLIES									
	✓ 1852234		04/30/202	04/09/202	05/07/202		156.91	0.00	0.00	156.91	✓
		SUPPLIES									
	Vendor Totals: Number Name						Gross	Discount	No-Pay	Net	
	H1399	HILL-ROM COMPANY, INC					457.61	0.00	0.00	457.61	
Vendor#	Vendor Name		Class		Pay Code						
15208	✓ HOSPITAL CARE CONSULTANTS INC.										
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net	
	✓ 6513		04/30/202	03/31/202	05/12/202		13,983.00	0.00	0.00	13,983.00	✓
		HOSPITALIST									
	Vendor Totals: Number Name						Gross	Discount	No-Pay	Net	
	15208	HOSPITAL CARE CONSULTANTS INC.					13,983.00	0.00	0.00	13,983.00	
Vendor#	Vendor Name		Class		Pay Code						
12228	✓ INNOVATIVE STERILIZATION										
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net	
	✓ 30860		04/30/202	04/24/202	05/24/202		853.47	0.00	0.00	853.47	✓
		SUPPLIES									
	Vendor Totals: Number Name						Gross	Discount	No-Pay	Net	
	12228	INNOVATIVE STERILIZATION					853.47	0.00	0.00	853.47	
Vendor#	Vendor Name		Class		Pay Code						
14864	✓ INTERNATIONAL BIOMEDICAL										
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net	
	✓ 190988		04/30/202	04/22/202	05/22/202		224.82	0.00	0.00	224.82	✓
		SUPPLIES									
	Vendor Totals: Number Name						Gross	Discount	No-Pay	Net	

Vendor#	Vendor Name	Class	Pay Code							
14864	INTERNATIONAL BIOMEDICAL			224.82	0.00	0.00	224.82			
Vendor#	Vendor Name	Class	Pay Code							
11200	IRON MOUNTAIN									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ JLBT659		04/29/202	04/30/202	05/30/202			1,367.85	0.00	0.00	1,367.85
	SHREDDING									
Vendor Totals:	Number	Name					Gross	Discount	No-Pay	Net
	11200	IRON MOUNTAIN					1,367.85	0.00	0.00	1,367.85
Vendor#	Vendor Name	Class	Pay Code							
11108	ITERSOURCE CORPORATION									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 711761		05/08/202	05/01/202	05/02/202			250.00	0.00	0.00	250.00
	MONTHLY PHONE SUPPORT									
Vendor Totals:	Number	Name					Gross	Discount	No-Pay	Net
	11108	ITERSOURCE CORPORATION					250.00	0.00	0.00	250.00
Vendor#	Vendor Name	Class	Pay Code							
L1288	LANGUAGE LINE SERVICES	W								
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 11292574		04/29/202	04/30/202	05/25/202			95.46	0.00	0.00	95.46
	INTERPRETATION									
Vendor Totals:	Number	Name					Gross	Discount	No-Pay	Net
	L1288	LANGUAGE LINE SERVICES					95.46	0.00	0.00	95.46
Vendor#	Vendor Name	Class	Pay Code							
L1640	LOWE'S BUSINESS ACCT/SYNCB	W								
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 050224		05/09/202	05/02/202	05/28/202			426.15	0.00	0.00	426.15
	SUPPLIES									
Vendor Totals:	Number	Name					Gross	Discount	No-Pay	Net
	L1640	LOWE'S BUSINESS ACCT/SYNCB					426.15	0.00	0.00	426.15
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
✓ 050624		05/08/202	05/06/202	05/15/202			895.00	0.00	0.00	895.00
	PAYROLL DEDUCT									
Vendor Totals:	Number	Name					Gross	Discount	No-Pay	Net
	10972	M G TRUST					895.00	0.00	0.00	895.00
Vendor#	Vendor Name	Class	Pay Code							
M2178	MCKESSON MEDICAL SURGICAL INC									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 21976336		04/17/202	04/15/202	05/30/202			79.30	0.00	0.00	79.30
	SUPPILES									
✓ 22008675		04/29/202	04/23/202	05/08/202			1,079.58	0.00	0.00	1,079.58
	SUPPLIES									
✓ 22029204		04/29/202	04/26/202	05/11/202			95.15	0.00	0.00	95.15
	SUPPLIES									
✓ 22030406		04/29/202	04/26/202	05/11/202			69.97	0.00	0.00	69.97
	SUPPLIES									
✓ 22037568		04/29/202	04/29/202	05/14/202			679.83	0.00	0.00	679.83
	SUPPLIES									
✓ 22043546		04/30/202	04/30/202	05/15/202			501.27	0.00	0.00	501.27
	SUPPLIES									
✓ 22039925		04/30/202	04/30/202	05/15/202			85.47	0.00	0.00	85.47
	SUPPLIES									
Vendor Totals:	Number	Name					Gross	Discount	No-Pay	Net
	M2178	MCKESSON MEDICAL SURGICAL INC					2,590.57	0.00	0.00	2,590.57
Vendor#	Vendor Name	Class	Pay Code							

11144 ✓ MEDICAL DATA SYSTEMS, INC.

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 191904		04/30/202	04/30/202	05/25/202			232.92	0.00	0.00	232.92 ✓
	BUS SERV									
✓ 191764		04/30/202	04/30/202	05/25/202			30.44	0.00	0.00	30.44 ✓
	COLLECTION FEES									
✓ 191763		04/30/202	04/30/202	05/25/202			1,705.56	0.00	0.00	1,705.56 ✓
	COLLECTION FEES									
✓ 191762		04/30/202	04/30/202	05/25/202			1,723.67	0.00	0.00	1,723.67 ✓
	COLLECTION FEES									

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
11141	MEDICAL DATA SYSTEMS, INC.	3,692.59	0.00	0.00	3,692.59

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
✓ 2315408774		04/24/202	04/16/202	05/11/202			239.36	0.00	0.00	239.36 ✓
	SUPPLIES									
✓ 2316242380		04/29/202	04/23/202	05/18/202			68.79	0.00	0.00	68.79 ✓
	SUPPLIES									
✓ 2316242381		04/29/202	04/23/202	05/18/202			591.23	0.00	0.00	591.23 ✓
	SUPPLIES									
✓ 2316668148		04/29/202	04/25/202	05/20/202			252.34	0.00	0.00	252.34 ✓
	SUPPLIES									
✓ 2317113579		04/29/202	04/30/202	05/25/202			263.12	0.00	0.00	263.12 ✓
	SUPPLIES									
✓ 2317113580		04/29/202	04/30/202	05/25/202			36.37	0.00	0.00	36.37 ✓
	SUPPLIES									
✓ 2317394241		05/07/202	05/02/202	05/27/202			340.38	0.00	0.00	340.38 ✓
	SUPPLIES									
✓ 2317627350		05/07/202	05/03/202	05/28/202			27.36	0.00	0.00	27.36 ✓
	SUPPLIES									

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
M2470	MEDLINE INDUSTRIES INC	1,818.95	0.00	0.00	1,818.95

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
✓ 050624		05/08/202	05/06/202	05/15/202			58.80	0.00	0.00	58.80 ✓
	PAYROLL DEDUCT									

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
10963	MEMORIAL MEDICAL CLINIC	58.80	0.00	0.00	58.80

Vendor# ✓ Vendor Name Class Pay Code
10911 ✓ MOLINA HELATHCARE TEXAS

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 050814		04/30/202	05/08/202	05/15/202			44,200.83	0.00	0.00	44,200.83 ✓
	YR 6 COMP 1 RECON									

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
10911	MOLINA HELATHCARE TEXAS	44,200.83	0.00	0.00	44,200.83

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
✓ 1942509		05/08/202	05/01/202	05/11/202			34.56	0.00	0.00	34.56 ✓
	INVENTORY									
✓ 1939424		05/08/202	05/01/202	05/11/202			549.28	0.00	0.00	549.28 ✓
	INVENTORY									
✓ 1941380		05/08/202	05/01/202	05/11/202			25.78	0.00	0.00	25.78 ✓
	INVENTORY									

✓	1942511	05/08/202	05/01/202	05/11/202			1,068.57	0.00	0.00	1,068.57	✓
	INVENTORY										
✓	1942510	05/08/202	05/01/202	05/11/202			998.61	0.00	0.00	998.61	✓
	INVENTORY										
✓	1939426	05/08/202	05/01/202	05/11/202			6,505.39	0.00	0.00	6,505.39	✓
	INVENTORY										
✓	1947052	05/08/202	05/02/202	05/12/202			469.87	0.00	0.00	469.87	✓
	INVENTORY										
✓	1945556	05/08/202	05/02/202	05/12/202			530.75	0.00	0.00	530.75	✓
	INVENTORY										
✓	1947051	05/08/202	05/02/202	05/12/202			5.19	0.00	0.00	5.19	✓
	INVENTORY										
✓	1944764	05/08/202	05/02/202	05/12/202			1,602.31	0.00	0.00	1,602.31	✓
	INVENTORY										
✓	1946867	05/08/202	05/02/202	05/12/202			162.89	0.00	0.00	162.89	✓
	INVENTORY										
✓	1952107	05/08/202	05/05/202	05/15/202			1,930.00	0.00	0.00	1,930.00	✓
	INVENTORY										
✓	1953359	05/08/202	05/05/202	05/15/202			76.37	0.00	0.00	76.37	✓
	INVENTORY										
✓	1952105	05/08/202	05/05/202	05/15/202			8.48	0.00	0.00	8.48	✓
	INVENTORY										
✓	1952106	05/08/202	05/05/202	05/15/202			51.56	0.00	0.00	51.56	✓
	INVENTORY										
✓	1953360	05/08/202	05/05/202	05/15/202			475.72	0.00	0.00	475.72	✓
	INVENTORY										
✓	1955804	05/08/202	05/06/202	05/16/202			107.58	0.00	0.00	107.58	✓
	INVENTORY										
✓	1957850	05/08/202	05/06/202	05/16/202			1,185.38	0.00	0.00	1,185.38	✓
	INVENTORY										
✓	1957851	05/08/202	05/06/202	05/16/202			512.96	0.00	0.00	512.96	✓
	INVENTORY										
✓	1959492	05/08/202	05/06/202	05/16/202			599.38	0.00	0.00	599.38	✓
	INVENTORY										
✓	1957091	05/08/202	05/06/202	05/16/202			68.32	0.00	0.00	68.32	✓
	INVENTORY										
✓	1955805	05/08/202	05/06/202	05/16/202			621.46	0.00	0.00	621.46	✓
	INVENTORY										
✓	1957852	05/08/202	05/06/202	05/16/202			631.55	0.00	0.00	631.55	✓
	INVENTORY										

Vendor Totals:		Number	Name	Gross	Discount	No-Pay	Net
	10536	MORRIS & DICKSON CO, LLC		18,221.96	0.00	0.00	18,221.96

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
✓ 8362		04/30/202	04/30/202	05/10/202			167.58	0.00	0.00	167.58
	TRANSCRIPTION									

Vendor Totals:		Number	Name	Gross	Discount	No-Pay	Net
	13548	NACOGDOCHES TRANSCRIPTION		167.58	0.00	0.00	167.58

Vendor# Vendor Name Class Pay Code

12316	NCS PEARSON, INC.									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 5627005		04/30/202	08/03/201	09/03/201			-355.37	0.00	0.00	-355.37
	CREDIT MEMO SUPPLIES									
✓ 24810570		04/30/202	02/08/202	03/08/202			57.70	0.00	0.00	57.70

25063493		04/30/202	03/12/202	04/12/202			906.15	0.00	0.00	906.15
SUPPLIES										
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
12316	NCS PEARSON, INC.						608.48	0.00	0.00	608.48
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
7526132		04/30/202	04/30/202	05/20/202			360.00	0.00	0.00	360.00
LAB SERV										
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
12096	NEOGENOMICS LABORATORIES						360.00	0.00	0.00	360.00
Vendor#	Vendor Name						Class	Pay Code		
N1234	NFPA						W			
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
050724		05/09/202	05/07/202	05/25/202			175.00	0.00	0.00	175.00
NFPA RENEWAL										
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
N1234	NFPA						175.00	0.00	0.00	175.00
Vendor#	Vendor Name						Class	Pay Code		
10868	NOVA BIOMEDICAL									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
91291409		04/30/202	03/06/202	04/06/202			60.00	0.00	0.00	60.00
SUPPLIES										
91315065		04/30/202	04/22/202	05/20/202			144.00	0.00	0.00	144.00
SUPPLIES										
91317929		04/30/202	04/26/202	05/26/202			1,974.38	0.00	0.00	1,974.38
SUPPLIES										
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
10868	NOVA BIOMEDICAL						2,178.38	0.00	0.00	2,178.38
Vendor#	Vendor Name						Class	Pay Code		
N1800	NURSES CHOICE CORPORATION						W			
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
0171329-IN		04/30/202	04/23/202	05/23/202			120.00	0.00	0.00	120.00
SUPPLIES										
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
N1800	NURSES CHOICE CORPORATION						120.00	0.00	0.00	120.00
Vendor#	Vendor Name						Class	Pay Code		
O1500	OLYMPUS AMERICA INC						M			
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
36150966		04/30/202	04/29/202	05/24/202			611.08	0.00	0.00	611.08
SUPPLIES										
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
O1500	OLYMPUS AMERICA INC						611.08	0.00	0.00	611.08
Vendor#	Vendor Name						Class	Pay Code		
O1416	ORTHO CLINICAL DIAGNOSTICS									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
1853507080		04/30/202	04/23/202	05/23/202			752.16	0.00	0.00	752.16
SUPPLIES										
1853509349		04/30/202	04/23/202	05/23/202			234.78	0.00	0.00	234.78
SUPPLIES										
1853510323		04/30/202	04/24/202	05/24/202			180.19	0.00	0.00	180.19
SUPPLIES										
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
O1416	ORTHO CLINICAL DIAGNOSTICS						1,167.13	0.00	0.00	1,167.13
Vendor#	Vendor Name						Class	Pay Code		
10152	PARTSSOURCE, LLC									

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 05227624		04/30/202	04/17/202	05/17/202			195.40	0.00	0.00	195.40 ✓
	SUPPLIES									
✓ 05229694		04/30/202	04/18/202	05/18/202			138.71	0.00	0.00	138.71 ✓
	SUPPLIES									
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
	10152	PARTSSOURCE, LLC					334.11	0.00	0.00	334.11
Vendor#	Vendor Name	Class		Pay Code						
S0905	✓ PERFORMANCE HEALTH	M								
✓ Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ IN97564694		04/29/202	04/26/202	05/21/202			229.54	0.00	0.00	229.54 ✓
	SUPPLIES									
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
	S0905	PERFORMANCE HEALTH					229.54	0.00	0.00	229.54
Vendor#	Vendor Name	Class		Pay Code						
11932	✓ PRESS GANEY ASSOCIATES, INC.									
✓ Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ IN000646877		04/30/202	04/30/202	05/30/202			2,838.92	0.00	0.00	2,838.92 ✓
	CONTRACT FEES									
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
	11932	PRESS GANEY ASSOCIATES, INC.					2,838.92	0.00	0.00	2,838.92
Vendor#	Vendor Name	Class		Pay Code						
14536	✓ QUVA PHARMA INC									
✓ Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 76952988195		04/29/202	04/25/202	05/25/202			211.68	0.00	0.00	211.68 ✓
	INVENTORY									
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
	14536	QUVA PHARMA INC					211.68	0.00	0.00	211.68
Vendor#	Vendor Name	Class		Pay Code						
14920	✓ REPUBLIC SERVICES, INC.									
✓ Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 0065462		04/30/202	04/26/202	05/16/202			1,738.62	0.00	0.00	1,738.62 ✓
	WASTE DISPOSAL									
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
	14920	REPUBLIC SERVICES, INC.					1,738.62	0.00	0.00	1,738.62
Vendor#	Vendor Name	Class		Pay Code						
11764	✓ ROBERT RODRIQUEZ									
✓ Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 042824		05/08/202	04/28/202	05/15/202			20.48	0.00	0.00	20.48 ✓
	REIMBURSEMENT									
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
	11764	ROBERT RODRIQUEZ					20.48	0.00	0.00	20.48
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
✓ 56382400044015		04/29/202	04/29/202	05/19/202			1,333.33	0.00	0.00	1,333.33 ✓
	LEASE									
✓ Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 56382400043123		04/30/202	04/24/202	05/14/202			4,038.24	0.00	0.00	4,038.24 ✓
	LEASE									
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
	10936	SIEMENS FINANCIAL SERVICES					5,371.57	0.00	0.00	5,371.57
Vendor#	Vendor Name	Class		Pay Code						
S2001	✓ SIEMENS MEDICAL SOLUTIONS INC	M								
✓ Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 116537333		04/30/202	04/24/202	05/19/202			3,507.72	0.00	0.00	3,507.72 ✓
	LUMINOS AGILE MAX									

Vendor Totals:		Number	Name		Gross	Discount	No-Pay	Net		
		S2001	SIEMENS MEDICAL SOLUTIONS INC		3,507.72	0.00	0.00	3,507.72		
Vendor#	Vendor Name		Class	Pay Code						
11296	SOUTH TEXAS BLOOD & TISSUE CEN									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 107040093		04/30/202	04/30/202	05/25/202			4,953.00	0.00	0.00	4,953.00 ✓
✓	BLOOD									
✓ CM12202		04/30/202	04/30/202	05/25/202			-2,904.00	0.00	0.00	-2,904.00 ✓
Vendor Totals:		Number	Name		Gross	Discount	No-Pay	Net		
		11296	SOUTH TEXAS BLOOD & TISSUE CEN		2,049.00	0.00	0.00	2,049.00		
Vendor#	Vendor Name		Class	Pay Code						
C1010	SPARKLIGHT			W						
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 043024		05/09/202	05/01/202	05/15/202			1,842.00	0.00	0.00	1,842.00
Vendor Totals:		Number	Name		Gross	Discount	No-Pay	Net		
		C1010	SPARKLIGHT		1,842.00	0.00	0.00	1,842.00		
Vendor#	Vendor Name		Class	Pay Code						
12288	SPBS CLINICAL EQUIPMENT SRVC									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ INV050000524		05/08/202	05/01/202	05/02/202			9,836.92	0.00	0.00	9,836.92 ✓
Vendor Totals:		Number	Name		Gross	Discount	No-Pay	Net		
		12288	SPBS CLINICAL EQUIPMENT SRVC		9,836.92	0.00	0.00	9,836.92		
Vendor#	Vendor Name		Class	Pay Code						
10845	STAPLES									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 6001907503		04/30/202	04/30/202	05/30/202			62.50	0.00	0.00	62.50
Vendor Totals:		Number	Name		Gross	Discount	No-Pay	Net		
		10845	STAPLES		62.50	0.00	0.00	62.50		
Vendor#	Vendor Name		Class	Pay Code						
T2539	T-SYSTEM, INC			W						
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 914656		04/29/202	04/29/202	05/30/202			6,130.42	0.00	0.00	6,130.42 ✓
Vendor Totals:		Number	Name		Gross	Discount	No-Pay	Net		
		T2539	T-SYSTEM, INC		6,130.42	0.00	0.00	6,130.42		
Vendor#	Vendor Name		Class	Pay Code						
11015	TED RODRIGUEZ									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 050824		05/08/202	05/08/202	05/15/202			425.00	0.00	0.00	425.00 ✓
Vendor Totals:		Number	Name		Gross	Discount	No-Pay	Net		
		11015	TED RODRIGUEZ		425.00	0.00	0.00	425.00		
Vendor#	Vendor Name		Class	Pay Code						
T2204	TEXAS MUTUAL INSURANCE CO			W						
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 1005647976A		04/30/202	04/18/202	05/08/202			10.00	0.00	0.00	10.00 ✓
Vendor Totals:		Number	Name		Gross	Discount	No-Pay	Net		
		T2204	TEXAS MUTUAL INSURANCE CO		4,770.00	0.00	0.00	4,770.00		
Vendor#	Vendor Name		Class	Pay Code						

15396	✓	THIRD COAST DISTRIBUTING LLC										
	✓	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
		042924		04/29/202	04/29/202	05/15/202			1,058.48	0.00	0.00	1,058.48 ✓
	✓	026525	SUPPLIES	05/08/202	05/07/202	05/20/202			39.48	0.00	0.00	39.48 ✓
			SUPPLIES									
		Vendor Totals:	Number	Name					Gross	Discount	No-Pay	Net
			15396	THIRD COAST DISTRIBUTING LLC					1,097.96	0.00	0.00	1,097.96
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
		INV120506		04/30/202	04/30/202	05/30/202			379.08	0.00	0.00	379.08 ✓
			SUPPLIES									
		Vendor Totals:	Number	Name					Gross	Discount	No-Pay	Net
			11908	TMS SOUTH					379.08	0.00	0.00	379.08
Vendor#	✓	Vendor Name		Class		Pay Code						
14372		TRIAGE, LLC										
	✓	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
		INV1796952747		04/30/202	04/26/202	05/26/202			3,467.50	0.00	0.00	3,467.50 ✓
			S SHAW									
		Vendor Totals:	Number	Name					Gross	Discount	No-Pay	Net
			14372	TRIAGE, LLC					3,467.50	0.00	0.00	3,467.50
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
		TRI183995		04/29/202	04/30/202	05/15/202			78.71	0.00	0.00	78.71 ✓
			FREIGHT									
		Vendor Totals:	Number	Name					Gross	Discount	No-Pay	Net
			13616	TRIOSE, INC					78.71	0.00	0.00	78.71
Vendor#	✓	Vendor Name		Class		Pay Code						
11067		TRIZETTO PROVIDER SOLUTIONS										
	✓	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
		35FK042400		04/30/202	04/01/202	04/26/202			1,637.97	0.00	0.00	1,637.97 ✓
			PT STATEMENTS									
		Vendor Totals:	Number	Name					Gross	Discount	No-Pay	Net
			11067	TRIZETTO PROVIDER SOLUTIONS					1,637.97	0.00	0.00	1,637.97
Vendor#	✓	Vendor Name		Class		Pay Code						
U1064		UNIFIRST HOLDINGS INC										
	✓	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
		2921029642		04/29/202	04/11/202	05/06/202			174.02	0.00	0.00	174.02 ✓
			LAUNDRY									
	✓	2921029641		04/29/202	04/11/202	05/06/202			107.28	0.00	0.00	107.28 ✓
			LAUNDRY									
	✓	2921029646		04/30/202	04/11/202	05/06/202			282.90	0.00	0.00	282.90 ✓
			LAUNDRY									
	✓	2921029647		04/30/202	04/11/202	05/06/202			295.72	0.00	0.00	295.72 ✓
			LAUNDRY									
	✓	2921029645		04/30/202	04/11/202	05/06/202			315.80	0.00	0.00	315.80 ✓
			LAUNDRY									
	✓	2921029648		04/30/202	04/11/202	05/06/202			121.51	0.00	0.00	121.51 ✓
			LAUNDRY									
	✓	2921029644		04/30/202	04/11/202	05/06/202			30.70	0.00	0.00	30.70 ✓
			LAUNDRY									
	✓	2921029643		04/30/202	04/11/202	05/06/202			2,335.95	0.00	0.00	2,335.95 ✓
			LAUNDRY									
	✓	2921030503		04/30/202	04/22/202	05/17/202			3,144.26	0.00	0.00	3,144.26 ✓

✓	2921030504	LAUNDRY	04/30/202	04/22/202	05/17/202	102.07	0.00	0.00	102.07	✓
✓	6290000135	LAUNDRY	04/30/202	04/23/202	05/18/202	-16.64	0.00	0.00	-16.64	✓
✓	2921030825	CREDIT	04/30/202	04/25/202	05/20/202	279.07	0.00	0.00	279.07	✓
✓	2921030826	LAUNDRY	04/30/202	04/25/202	05/20/202	113.81	0.00	0.00	113.81	✓
✓	2921030822	LAUNDRY	04/30/202	04/25/202	05/20/202	35.83	0.00	0.00	35.83	✓
✓	2921030820	LAUNDRY	04/30/202	04/25/202	05/20/202	239.38	0.00	0.00	239.38	✓
✓	2921030824	LAUNDRY	04/30/202	04/25/202	05/20/202	282.90	0.00	0.00	282.90	✓
✓	2921030823	LAUNDRY	04/30/202	04/25/202	05/20/202	315.80	0.00	0.00	315.80	✓
✓	2921030819	LAUNDRY	04/30/202	04/25/202	05/20/202	133.38	0.00	0.00	133.38	✓
✓	2921030821	LAUNDRY	04/30/202	04/25/202	05/20/202	2,887.07	0.00	0.00	2,887.07	✓
✓	2921031024	LAUNDRY	04/30/202	04/29/202	05/24/202	3,121.53	0.00	0.00	3,121.53	✓
✓	2921031025	LAUNDRY	04/30/202	04/29/202	05/24/202	102.07	0.00	0.00	102.07	✓
✓	2921031369	LAUNDRY	05/02/202	05/02/202	05/27/202	316.90	0.00	0.00	316.90	✓
✓	2921031367	LAUNDRY	05/02/202	05/02/202	05/27/202	3,106.57	0.00	0.00	3,106.57	✓
✓	2921031368	LAUNDRY	05/02/202	05/02/202	05/27/202	111.49	0.00	0.00	111.49	✓
✓	2921031371	LAUNDRY	05/02/202	05/02/202	05/27/202	279.07	0.00	0.00	279.07	✓
✓	2921031366	LAUNDRY	05/02/202	05/02/202	05/27/202	248.40	0.00	0.00	248.40	✓
✓	2921031365	LAUNDRY	05/02/202	05/02/202	05/27/202	134.56	0.00	0.00	134.56	✓
✓	2921031372	LAUNDRY	05/02/202	05/02/202	05/27/202	113.81	0.00	0.00	113.81	✓
✓	2921031370	LAUNDRY	05/02/202	05/02/202	05/27/202	282.90	0.00	0.00	282.90	✓
✓	2921031579	LAUNDRY	05/02/202	05/06/202	05/31/202	102.07	0.00	0.00	102.07	✓
✓	2921031578	LAUNDRY	05/02/202	05/06/202	05/31/202	3,350.66	0.00	0.00	3,350.66	✓

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	U1064	UNIFIRST HOLDINGS INC	22,450.84	0.00	0.00	22,450.84

Vendor#	Vendor Name	Class	Pay Code
U2000	✓ US POSTAL SERVICE		

✓	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
	050324	POSTAGE	05/08/202	05/03/202	05/04/202			2,200.00	0.00	0.00	2,200.00

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	U2000	US POSTAL SERVICE	2,200.00	0.00	0.00	2,200.00

Vendor#	Vendor Name	Class	Pay Code
15444	✓ VANDERBILT HEALTH		

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ C100048265		04/30/202	04/01/202	05/15/202			450.00	0.00	0.00	450.00
APRIL -JUNE 24										
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
15444 VANDERBILT HEALTH							450.00	0.00	0.00	450.00
Vendor#	Vendor Name			Class	Pay Code					
11280	✓ VICTORIA ADVOCATE									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 0331419		04/30/202	04/30/202	05/01/202			25.60	0.00	0.00	25.60
NEWSPAPER										
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
11280 VICTORIA ADVOCATE							25.60	0.00	0.00	25.60
Vendor#	Vendor Name			Class	Pay Code					
14612	✓ WAGeworks									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ INV6475604		04/30/202	04/24/202	05/24/202			548.75	0.00	0.00	548.75
MONTHLY COMPLIANCE/FSA										
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
14612 WAGeworks							548.75	0.00	0.00	548.75
Vendor#	Vendor Name			Class	Pay Code					
12548	✓ WAGeworks, INC									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 043024		04/30/202	04/30/202	05/15/202			131.25	0.00	0.00	131.25
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
12548 WAGeworks, INC							131.25	0.00	0.00	131.25

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	521,670.94	0.00	0.00	521,670.94

521,670.94 +
 7.28 - Tax inc'd on pg. 1 (airgas invoice #9149396475)
 521,663.66 ◊
 505.25 - Wrong amount pg. 3 (Invoice #52955568 - shell energy)
 521,158.41 ◊
 505.57 + Correct amount (" ")
 521,663.98 ◊

APPROVED ON

MAY 09 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

CITIBANK CORPORATE CARD

Account Statement

Commercial Card Account
ROSHANDA S THOMAS



Account Inquiries:
Toll Free: 1-(800)-248-4553
International: 1-(904)-954-7314
TDD/TTY: 1-(877)-505-7276

Account Number: XXXX-XXXX-XXXX-9457

Summary of Account Activity

Total Activity \$4,644.44

Send Notice of Billing Errors and Customer Service Inquiries to:
CITIBANK, N.A., PO BOX 6125, SIOUX FALLS SD 57117-6125

Not an invoice. For your records only.

Credit Limit \$15,000
Cash Advance Limit \$0
Statement Closing Date 05/03/2024
Days in Billing Period 30

Transactions

Post Date	Trans Date	MCC	Reference Number	Description/Location	Amount
***** NOTICE MEMO ITEM(S) LISTED BELOW *****					
04/08	04/07	5085	55432864098200108247927	1 WIDESPREAD ELECTRICAL 877-999-7077 CO	80033 USA ✓ 160.58 ✓
04/16	04/15	9399	05134374107600039245150	2 NPDB NPDB.HRSA.GOV FAIRFAX VA N107589918	22033 USA ✓ 2.50 ✓
04/16	04/16	8999	55432864107202919567839	3 AMA*CREDENTIALING 800-621-8335 IL	60611 USA ✓ 44.00 ✓
04/17	04/16	8220	25247804107001227134181	4 VC MARKETPLACE VICTORIA TX	77901 USA ✓ 80.00 ✓
04/18	04/18	8999	55432864109203547657966	5 AMA*CREDENTIALING 800-621-8335 IL	60611 USA ✓ 88.00 ✓
04/19	04/18	9399	05134374110600059865282	6 NPDB NPDB.HRSA.GOV FAIRFAX VA N107750521	22033 USA ✓ 2.50 ✓
04/19	04/18	9399	05134374110600055865365	7 NPDB NPDB.HRSA.GOV FAIRFAX VA N107750788	22033 USA ✓ 2.50 ✓
04/24	04/23	7399	55436874114291142285473	8 ACHC CARY NC 28114228540	27513 USA ✓ 249.00 ✓
04/24	04/24	5085	55432864115205443982358	9 WIDESPREAD ELECTRICAL 877-999-7077 CO	80033 USA ✓ 224.92 ✓
04/25	04/24	5085	85140514115900019922843	10 REGIONAL STEEL PRODUCT VICTORIA TX	77905 USA ✓ 135.94 ✓
04/30	04/29	9399	05134374121600084878248	11 NPDB NPDB.HRSA.GOV FAIRFAX VA N108129721	22033 USA ✓ 2.50 ✓
05/01	04/29	8082	55457374121200873400064	12 TEXAS HOSPITAL ASSOC AUSTIN TX	78701 USA ✓ 3,540.00 ✓
05/01	04/30	9399	05134374122600084076331	13 NPDB NPDB.HRSA.GOV FAIRFAX VA N108194272	22033 USA ✓ 2.50 ✓
05/01	04/30	9399	05134374122600084076414	14 NPDB NPDB.HRSA.GOV FAIRFAX VA N108194630	22033 USA ✓ 2.50 ✓
05/01	05/01	8999	55432864122207649737801	15 AMA*CREDENTIALING 800-621-8335 IL	60611 USA ✓ 44.00 ✓
05/03	05/02	9399	05134374124600042127956	16 NPDB NPDB.HRSA.GOV FAIRFAX VA N108330972	22033 USA ✓ 2.50 ✓

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

Page 1 of 4

CITIBANK, N.A.
PO BOX 6125
SIOUX FALLS SD 57117-6125

Account Number XXXX-XXXX-XXXX-9457
Statement Closing Date May 03, 2024

Not an Invoice.
For your records only.

ROSHANDA S THOMAS
202 S ANN ST
PORT LAVACA TX 77978-4204

00007905040

Account: XXXX-XXXX-XXXX-9457

Transactions (con't)

Post Date	Trans Date	MCC	Reference Number	Description/Location	Amount
05/03	05/02	9399	05134374124600042128038	17 NPDB NPDB.HRSA.GOV FAIRFAX VA N108331288	22033 USA 2.50
05/03	05/03	8999	55432884124208340615260	18 AMA CREDENTIALING 800-621-8335 IL	60811 USA 88.00
*****					TOTAL AMOUNT OF MEMO ITEM(S): \$4,644.44

APPROVED ON

MAY 10 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

- **Report a Lost or Stolen Card Immediately:** Our telephone lines are open every day, 24 hours a day. Call the Customer Service telephone numbers specified on the front of the statement to report a lost or stolen Citi Corporate Card.
- **Cardholder Credit Lines:** Each Cardholder has an individual Credit Line (a portion of which may be used for Cash Advances), which is the maximum amount that the Cardholder can charge at any time. The size of each Cardholder's Credit Line (and Cash Limit, if any), is determined by the Company and is a portion of the total Company Credit Line.
- **To Increase or Reallocate a Company or Cardholder Credit Line:** The Company may request changes to credit lines by contacting Citi Corporate Card Customer Services. Our telephone lines are open every day, 24 hours a day at the telephone number specified on the front of the statement.
- **Additional Cardholders:** The Company may request applications for additional Cardholders by contacting Citi Corporate Card Service. Our telephone lines are open every day, 24 hours a day at the telephone number specified on the front of the statement. Limit one Citi Corporate Card per Cardholder.
- **CitiManager® Online Tools:** You can easily manage your Citi Corporate Card online using the CitiManager online tool. CitiManager enables you to manage business expenses from anywhere around the globe from your computer or mobile device; you can view statements online as well as confirm account balances. To register for CitiManager, please log on to www.citimanager.com/login and click on the "Self registration for Cardholders" link. From there, follow the prompts to establish your account.
- **Payments:** You may make a payment to your individually billed card account online using CitiManager. Please note that some organizations do not have the CitiManager online payment feature enabled for cardholders. If paying by mail, please allow sufficient mailing time. Please write your account number on the front of the check. For centrally billed accounts, please be sure to send on Company check as payment for all Cardholder balances. If we receive your mailed payment in proper form at our processing facility by 5:00 p.m. Eastern Time, it will be credited as of that day. Payments can also be made by electronic fund transfer, wire transfer, ACH transfer, direct debit, and other methods. Call the number on the front of this statement for details.
- **Company Ratification:** By its payment of any amounts charged to the Account, the Company: (i) ratifies the original Application for the Account and the authority of all persons at the time of their signing such Application, and (ii) authorizes the continued use of the Account under the terms of The Corporate Card Agreement by all Cardholders to whom Cards are Issued.
- **Special Information on Cash Advances:** Cardholders may get a Cash Advance at over 160,000 locations worldwide.
 - The Cardholder's Cash Advance Limit is a part of the Cardholder's Total Credit Line. It is not an additional line of credit.
 - For Cash Advances from ATMs, a separate Personal Identification Number (PIN) is required for security purposes.

- **In Case of Errors or Questions About Your Bill:** You are responsible for initiating the dispute resolution process if your Account Statement lists charges that you believe are unauthorised, incorrect, for merchandise that has not been received, or for returned merchandise. You should also initiate the process if your Account Statement incorrectly lists a credit as a charge or if a credit, for which you have been issued a credit slip, is not shown. To begin the dispute resolution process, visit citimanager.com/login.
- You may also dispute a transaction by writing to Citi. You may write to us on a separate sheet at the address specified on the front of this statement as soon as possible. Please notify us no later than 60 days after the date of the bill on which the error or problem first appeared. In the letter please give us the following information:
 - Your name and account number. For centrally billed Company Accounts, the Company name and individual account number.
 - The dollar amount of the suspected error.
 - Describe the error and explain the reason for the error; if more information is needed about an item, please describe it to us.
 - **Merchant Disputes.** If the Company or Cardholder was unsuccessful in attempting to resolve a problem with a merchant concerning the quality of goods or services purchased with the Citi Corporate Card, we may be able to help if we are notified in writing within 60 days of the date of the charge. You will be responsible if we are not able to resolve the dispute or if the Bank finds you responsible for the disputed charge.
- In the letter to us, please explain in detail the dispute and the results of the attempt to resolve it with the merchant. The letter must include the amount involved, and must be signed by the Individual Cardholder. We will notify you of the results of our efforts.
- If you returned merchandise and received a credit slip which has not yet been posted, please allow 30 days from the date it was issued. If it has not been posted to the Account by then, forward a copy of the credit slip to us at the billing dispute address specified on the front of the statement. Along with the copy of the credit slip please include a letter (signed by the Individual Cardholder) stating that credit was not received. If a credit slip was not issued, please request one from the merchant. If the merchant refuses, please write to us and explain the details.
- On non-disputed matters or any matter shown by the Bank not to be in error, the Bank may charge the Company or Cardholder the fee specified in the Corporate Card Agreement for each copy of any document the Company or Cardholder requests, such as duplicate periodic statements, transaction slips, and the like.
- Please save your charge receipts.

Account: XXXX-XXXX-XXXX-9457

“ ” “ ” “ ” “ ” “ ” “ ” “ ” “ ”

MEMORIAL MEDICAL CENTER PURCHASE ORDER

Bill To: 815 N. VIRGINIA ST.
PORT LAVACA, TX 77979
PHONE: (361) 552-6713
FAX: (361) 552-0312

Ship To: 815 N. VIRGINIA ST.
PORT LAVACA, TX 77979
PHONE: (361) 552-6713
FAX: (361) 552-0312

Vendor Name: Citicbank

Date: 5/8/2024

Vendor Address: _____

P.O. # _____

Vendor Phone #: _____

Account # _____

Vendor Fax #: _____

Initiated By: _____

Date Required		Expense #	Department	Deliver To		Form # 9401
Line No.	Qty.	Catalog Number	Description	Unit Cost	Unit Meas.	Extended Cost
1	—		Widespread Electrical -			160.58 ✓
2			Maintenance			
3	—		NPDB - 1 provider Enroll			2.50 ✓
4	—		AMA Credentialing - 1 Doctor			44.00 ✓
5			Initial + Cont. Monitoring			
6	—		VC MarketPlace - HR			50.00 ✓
7	"	"	VC Career Fair "			"
8	—		AMA Credentialing - 2 Doctors			88.00 ✓
9			Initial + Cont. Monitoring			
10	—		NPDB - 1 provider Enroll			2.50 ✓

Est. Freight _____

Est. Total Cost _____

TOTAL COST _____

NOTES:

charges made to Roshanda's MC

Contact:	Date:
Quoted By:	
Buyer:	E.T.A.

Dept. Director _____
Dir. Nursing _____
Dir. Clinical Services _____
CFO _____
Administrator <u>Gina Clemons</u>

2

MEMORIAL MEDICAL CENTER PURCHASE ORDER

Bill To: 815 N. VIRGINIA ST.
PORT LAVACA, TX 77979
PHONE: (361) 552-6713
FAX: (361) 552-0312

Ship To: 815 N. VIRGINIA ST.
PORT LAVACA, TX 77979
PHONE: (361) 552-6713
FAX: (361) 552-0312

Vendor Name: Citibank.

Date: 5/8/2024

Vendor Address: _____

P.O. # _____

Vendor Phone #: _____

Account # _____

Vendor Fax #: _____

Initiated By: _____

Form # 9401

Date Required	Expense #	Department	Deliver To	Form # 9401		
Line No.	Qty.	Catalog Number	Description	Unit Cost	Unit Meas.	Extended Cost
1	-		NPDB - 1 provider Enroll			2.50 ✓
2	-		Wide Spread Electrical			224.92
3			Maintenance			
4	-		Regional Steel Product			135.94 ✓
5			Maintenance			
6	-		NPDB - 1 provider Enroll			2.50 ✓
7	-	"	Texas Hospital Assoc - Registration			3540.00 ✓
8			for THT Conference in July		July 25-27, 2024 San Antonio, TX	
9			Steve Porock, CFO; Michael Chavana,			
10			Dallas Franklin, Kan McPherson - Board members			

Est. Freight _____ Est. Total Cost _____ TOTAL COST _____

NOTES:

Charges made to Roshanda's MC

Contact:	Date:
Quoted By:	
Buyer:	E.T.A.

Dept. Director _____
 Dir. Nursing _____
 Dir. Clinical Services _____
 CFO _____
 Administrator Grim Cluett

3

MEMORIAL MEDICAL CENTER PURCHASE ORDER

Bill To: 815 N. VIRGINIA ST.
PORT LAVACA, TX 77979
PHONE: (361) 552-6713
FAX: (361) 552-0312

Ship To: 815 N. VIRGINIA ST.
PORT LAVACA, TX 77979
PHONE: (361) 552-6713
FAX: (361) 552-0312

Vendor Name: Citibank

Date: 5/8/2024

Vendor Address: _____

P.O. # _____

Vendor Phone #: _____

Account # _____

Vendor Fax #: _____

Initiated By: _____

Form # 9401

Date Required	Expense #	Department	Deliver To	Form # 9401	
Line No.		Description	Unit Cost	Unit Meas.	Extended Cost
1	160.58 +				
	2.50 +	NPDB - 1 provider Enroll			2.50
	44.00 +				
2	50.00 +	NPDB - 1 provider Enroll			2.50
	88.00 +				
3	2.50 +	AMA Credentialing - 1 Doctor			44.00
	2.50 +				
4	224.92 +	Sort Initial + Cont monitoring			
	135.94 +				
5	2.50 +	NPDB - 1 provider Enroll			2.50
	3540.00 +				
6	2.50 +	NPDB - 1 provider Enroll			2.50
	2.50 +				
7	2.50 +	AMA Credentialing - 2 Doctors			88.00
	44.00 +				
8	2.50 +	Initial + Cont. Monitoring			
	2.50 +				
9	88.00 +	Lab University - IDEP - E-Optimizer Program			249.00
	249.00 +				
10	4614.44 +	5/11/24 - 5/11/25			

Est. Freight _____

Est. Total Cost _____

TOTAL COST \$4,044.44

NOTES:

Charges made to Roskunda's MC

Contact:	Date:
Quoted By:	
Buyer:	E.T.A.

Dept. Director _____
Dir. Nursing _____
Dir. Clinical Services _____
CFO _____
Administrator <u>Chris Cleveland</u>

MCKESSON

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: 05/10/2024

Page: 002

To ensure proper credit to your
 account, detach and return this
 stub with your remittance

DC: 8115
 Customer INV Suppld:
 Territory:
 Customer: 632536
 Date: 05/11/2024

As of: 05/10/2024
 Mail to:

AMT DUE REMITTED VIA ACH DEBIT
 Statement for information only

Cust: 632536
 Date: 05/11/2024

PLEASE CHECK ANY
 ITEMS NOT PAID (✓)

Billing Date	Due Date	Receivable Number	National Account Reference	Description	Cash Discount	Amount (gross)	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: 1,431.03 USD

Future Due:	0.00						Due If Paid On Time:	1,402.39	USD
Past Due:	0.00						Disc lost if paid late:	28.64	
Last Payment 08/07/2017	2,451.97						Due If Paid Late:	1,431.03	USD

APPROVED ON

MAY 13 2024

1,246.71 +
 8.85 +
 6.86 +
 139.97 +
 1,402.39 ◊

BY COUNTY AUDITOR
 CALHOUN COUNTY, TEXAS

Andrew DeLoe
 5/13/24 ✓

For AR Inquiries please contact 800-867-0333

MCKESSON

STATEMENT

Company: 8000

WALMART 1098/MEM MED PHS
 MEMORIAL MEDICAL CENTER
 VICKY KALISEK
 815 N VIRGINIA ST
 PORT LAVACA TX 77979

AMT DUE REMITTED VIA ACH DEBIT
 Statement for information only

As of: 05/10/2024

DC: 8115
 Customer INV SupplID:
 Territory: 7001
 Customer: 256342
 Date: 05/11/2024

Page: 001

To ensure proper credit to your
 account, detach and return this
 stub with your remittance

As of: 05/10/2024
 Mail to:

AMT DUE REMITTED VIA ACH DEBIT
 Statement for information only

Cust: 256342
 Date: 05/11/2024

PLEASE CHECK ANY
 ITEMS NOT PAID (✓)

Billing Date	Due Date	National Account	Order Reference	Description	Cash Discount	Amount (gross)	Amount (net)	P F	Receivable Number
05/06/2024	05/14/2024	WALMART 1098/MEM MED PHS	115058401	115Invoice	1.34	56.99	65.65 X		7494489325
05/06/2024	05/14/2024		115064480	195Invoice	0.02	0.95	0.93 X		7494684339
05/06/2024	05/14/2024		114986612	195Invoice	7.39	369.41	362.02 X		7494684341
05/06/2024	05/14/2024		114991423	115Invoice	5.23	261.50	256.27 X		7494684343
05/06/2024	05/14/2024		114964274	115Invoice	0.09	4.43	4.34 X		7494684344
05/07/2024	05/14/2024		115222714	115Invoice	0.01	0.49	0.48 X		7494830604
05/07/2024	05/14/2024		115234105	115Invoice	0.69	34.32	33.63 X		7494976891
05/07/2024	05/14/2024		115229356	195Invoice	0.02	0.95	0.93 X		7494976892
05/07/2024	05/14/2024		115376742	115Invoice	0.01	0.32	0.31 X		7495083511
05/08/2024	05/14/2024		115389522	115Invoice	0.48	23.88	23.40 X		7495267847
05/09/2024	05/14/2024		115570995	115Invoice	0.01	0.32	0.31 X		7495348016
05/09/2024	05/14/2024		115521220	115Invoice	0.01	0.32	0.31 X		7495527082
05/10/2024	05/14/2024		115622000	115Invoice	0.01	0.63	0.62 X		7495628787
05/10/2024	05/14/2024		115693402	115Invoice	9.68	484.10	474.42 X		7495628788
05/10/2024	05/14/2024		115628272	195Invoice	0.47	23.56	23.09 X		7495805927

PF column legend: P = Past Due Item, F = Future Due Item, blank = Current Due Item

TOTAL: Customer Number 256342 WALMART 1098/MEM MED PHS
 Subtotals: 1,272.17 USD

Future Due: 0.00

Past Due: 0.00

Last Payment 05/06/2024 4,254.13

Due If Paid On Time: 1,246.71 USD

Disc lost if paid late: 25.46

Due If Paid Late: 1,272.17 USD

MAY 13 2024

BY COUNTY AUDITOR
 CALHOUN COUNTY, TEXAS

For AR Inquiries please contact 800-867-0333

Andrew Dalton
 513124

MCKESSON

Company: 8000

STATEMENT

As of: 05/10/2024

Page: 001

To ensure proper credit to your account, detach and return this stub with your remittance

DC: 8115
 Customer INV SupplID: 7001
 Territory: 7001
 Customer: 820405
 Date: 05/11/2024

As of: 05/10/2024
 Mail to: AMT DUE REMITTED VIA ACH DEBIT
 Statement for information only

HEB PHCY WHSEMEM 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

Cust: 820405
 Date: 05/11/2024
 PLEASE CHECK ANY ITEMS NOT PAID (✓)

Billing Date	Due Date	Receivable Number	National Account	Invoice Reference	Description	Cash Discount	Amount (gross)	P F	Amount (net)	P F	Receivable Number
05/09/2024	05/14/2024	7495352621	HEB PHCY WHSEMEM MED PHS	82405-055-158352	115 Invoice	0.18	9.03		8.85	X	7495352621

PF column legend: P = Past Due Item, F = Future Due Item, blank = Current Due Item

TOTAL: Customer Number 820405 HEB PHCY WHSEMEM MED PHS
 Subtotals: 9.03 USD

Future Due: 0.00

Past Due: 0.00

Last Payment 05/06/2024 4,254.13

If Paid By 05/14/2024, Pay This Amount: 8.85 USD

If Paid After 05/14/2024, Pay this Amount: 9.03 USD

Due If Paid On Time: 8.85 X ✓
 USD
 Disc lost if paid late: 0.18

Due If Paid Late: 9.03
 USD

Andrew Estefanek
 5/13/24 ✓

APPROVED ON

MAY 13 2024

ISY COUNTY AUDITOR
 CALHOUN COUNTY, TEXAS

For AR Inquiries please contact 800-867-0333

MCKESSON

Company 8000

CVS PHCY 8923/MEM MC PHS
MEMORIAL MEDICAL CENTER
VICKY KALISEK
815 N VIRGINIA ST
PORT LAVACA TX 77979

STATEMENT

As of: 05/10/2024

Page: 001

To ensure proper credit to your
account, detach and return this
stub with your remittance

DC: 8115
Customer INV SupplID:
Territory: 7001
Customer: 835434
Date: 05/11/2024

As of: 05/10/2024
Mail to:
Page: 001
Comp: 8000
AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

Cust: 835434
Date: 05/11/2024
PLEASE CHECK ANY
ITEMS NOT PAID (✓)

Billing Date	Due Date	Receivable Number	National Account Order Reference	Description	Cash Discount	Amount (gross)	P F	Amount (net)	P F	Receivable Number
--------------	----------	-------------------	----------------------------------	-------------	---------------	----------------	-----	--------------	-----	-------------------

Customer Number 835434 CVS PHCY 8923/MEM MC PHS
05/08/2024 05/14/2024 7495161967 3230785 115Invoice

6.86 ✓ 7495161967 ✓

PF column legend: P = Past Due Item, F = Future Due Item, blank = Current Due Item

TOTAL: Customer Number 835434 CVS PHCY 8923/MEM MC PHS
Subtotals: 7.00 USD

Future Due: 0.00

Past Due: 0.00

Last Payment 04/29/2024 8,444.11

If Paid By 05/14/2024,
Pay This Amount: 6.86 USD

If Paid After 05/14/2024,
Pay this Amount: 7.00 USD

Due If Paid On Time:
USD 6.86 ✓

Disc: less if paid late: 0.14

Due If Paid Late:
USD 7.00

Andrew J. [Signature]
5/13/24

APPROVED ON

MAY 13 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

For AR Inquiries please contact 800-867-0333

MCKESSON

STATEMENT

Company: 8000

CVS PHCY 7416/MEM MC PHS
MEMORIAL MEDICAL CENTER
VICKY KALISEK
815 N VIRGINIA ST
PORT LAVACA TX 77979

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

As of: 05/10/2024

Page: 001

To ensure proper credit to your
account, detach and return this
stub with your remittance

DC: 8115
Customer INV Suppld:
Territory: 7001
Customer: 835437
Date: 05/11/2024

As of: 05/10/2024
Mail to: Page: 001
Comp: 8000
AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

Cust: 835437
Date: 05/11/2024
PLEASE CHECK ANY
ITEMS NOT PAID (✓)

Billing Date	Due Date	Receivable Number	National Account	Invoice Reference	Description	Cash Discount	Amount (gross)	P F	Amount (net)	P F	Receivable Number
--------------	----------	-------------------	------------------	-------------------	-------------	---------------	----------------	-----	--------------	-----	-------------------

Customer Number 835437 CVS PHCY 7416/MEM MC PHS
05/08/2024 05/14/2024 7495285726

115 Invoice
2.86
142.83
139.97 X
7495285726 ✓

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: 142.83 USD

Future Due: 0.00

Past Due: 0.00

Last Payment 05/06/2024 4,254.13

If Paid By 05/14/2024,
Pay This Amount: 139.97 USD

If Paid After 05/14/2024,
Pay this Amount: 142.83 USD

Due If Paid On Time: 139.97 X ✓
USD

Disc lost if paid late: 2.86 ✓

Due If Paid Late: 142.83
USD

✓ Andrew D. Santos
5/13/24

APPROVED ON

MAY 13 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

For AR Inquiries please contact 800-867-0333



AmerisourceBergen

STATEMENT

Statement Number: 67417257
Date: 05-10-2024

AMERISOURCEBERGEN DRUG CORP
12727 W. AIRPORT BLVD.
SUGAR LAND TX 77478-6101

WALGREENS #12494 340B
MEMORIAL MEDICAL CENTER
1302 N VIRGINIA ST
PORT LAVACA TX 77979-2509

Customer Number

100135284 / 037028186

Terms

Sat - Fri Due in 7 days ✓

Served By:

DEA: RA0289276
866-451-9655

AMERISOURCEBERGEN

PO Box 905223
CHARLOTTE NC 28290-5223

Summary

Not Yet Due: 0.00
Current: 327.18
Past Due: 0.00
Total Due: 327.18
Account Balance: 327.18

Account Activity

Document Date	Due Date	Reference Number	Purchase Order Number	Document Type	Original Amount	Last Receipt	Amount Received	Balance
05-06-2024	05-17-2024	3174011509	7006428414	Invoice	46.32 X		0.00	46.32
05-07-2024	05-17-2024	3174179127	7006445737	Invoice	45.02 X		0.00	45.02
05-07-2024	05-17-2024	3174179128	7006451312	Invoice	114.17 X		0.00	114.17
05-07-2024	05-17-2024	3174179129	7006455973	Invoice	62.82 X		0.00	62.82
05-08-2024	05-17-2024	3174344163	7006463005	Invoice	25.96 X		0.00	25.96
05-09-2024	05-17-2024	3174488459	7006472298	Invoice	12.96 X		0.00	12.96
05-10-2024	05-17-2024	3174647896	7006482892	Invoice	19.93 X		0.00	19.93

Current	1-15 Days	16-30 Days	31-60 Days	61-90 Days	91-120 Days	Over 120 Days
327.18	0.00	0.00	0.00	0.00	0.00	0.00

Thank You for Your Payment

Date	Amount
05-10-2024	(444.21)
Total Due:	327.18

Reminders

Due Date	Amount
05-17-2024	327.18
Total Due:	327.18

APPROVED ON

MAY 13 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

Andrew D. ...
5/13/24

MEMORIAL MEDICAL CENTER
PROSPERITY BANK

ELECTRONIC TRANSFERS FOR OPERATING ACCOUNT -- May 6, 2024 - May 12, 2024

Date	Bank Description	Amount
5/10/2024	PAY PLUS ACHTrans 000000022442438 1010006593	562,435.10 +
5/10/2024	EXPERTPAY EXPERTPAY 746003411 9100013770021	570,699.00 -
5/10/2024	AMERISOURCE BERG PAYMENTS-0100007768 2100002	389,211.00 -
5/10/2024	TSYS/TRANSFIRST MERCH FEES 39300982589946 61	71,780.49 -
5/10/2024	TSYS/TRANSFIRST MERCH FEES 41399801368397 61	1,030,960.00 -
5/10/2024	TSYS/TRANSFIRST MERCH FEES 41399801332419 61	32,041.67 -
5/10/2024	TSYS/TRANSFIRST MERCH FEES 41399801332385 61	104,957.74 -
5/10/2024	TSYS/TRANSFIRST MERCH FEES 41399801332401 61	12,272.83 -
5/10/2024	MEMORIAL MEDICAL PAYROLL 746003411 113122650	18,860.96 -
5/9/2024	WIRE OUT HEALTHEQUITY	338,511.00 -
5/9/2024	PAY PLUS ACHTrans 00000022267875 1010006982	1,531,370.00 +
5/9/2024	HPHG LLC MEMORIAL MemMedCtr PILav 1131226500	255,870.00 +
5/9/2024	HPHG LLC MEMORIAL MemMedCtr PILav 1131226500	57,700.00 +
5/8/2024	HEALTHEQUITY INC HealthEqui 1356888 91000015	577,300.00 +
5/8/2024	PAY PLUS ACHTrans 00000022182734 1010006970	281,061.00 +
5/7/2024	CLEARGAGE LLC CLEARGAGE, 86DUJNKD3319W3N 242	368,670.00 +
5/7/2024	PAY PLUS ACHTrans 00000022044514 1010006958	248,875.00 +
5/6/2024	MCKESSON DRUG AUTO ACH ACHU5982616 910000141	75,670.00 +
5/6/2024	PAY PLUS ACHTrans 00000021827150 1010006944	32,450.00 +
5/6/2024	FDMS FDMS PYMT 052-2000500-000 4100012368188	493,044.00 +
5/6/2024	FDMS FDMS PYMT 052-1601830-000 4100012366186	55,000.00 +

ANDREW DE LOS SANTOS
Memorial Medical Center

Andrew De Los Santos

PROSPERITY BANK

ELECTRONIC TRANSFERS FOR OPERATING ACCOUNT -- ESTIMATED ACHS
5/15/2024 - TEXAS COUNTY DRB RECEIVABLE 0419 21000024329
5/20/2024 - WEBFILE TAX PYMT DD

May 13, 2024

* Approved on 5.9.24cc
** Approved on 5.1.24cc
*** Approved on 4.24.24cc

Date	Description	Amount
5/15/2024	TEXAS COUNTY DRB RECEIVABLE 0419 21000024329	185,678.64 ✓
5/20/2024	WEBFILE TAX PYMT DD	2,057.03 ✓
		<u>187,735.67</u>

Andrew De Los Santos

ANDREW DE LOS SANTOS
Memorial Medical Center

APPROVED ON

May 13, 2024

MAY 13 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

PAY PLUS
64,057 +
338,051 +
15,666 +
0,62 +
74,08 +
493,44 +
0.0
AMERISOURCE
55,00 +
55,00 +
0.0
CC FEEs
129,00 +
1,531,37 +
255,87 +
57,70 +
577,30 +
281,061 +
368,67 +
1,248,75 +
75,67 +
32,45 +
0.0
Clearage
109,00 +
109,00 +
493,044 +
55,00 +
5,558,39 +
109,00 +
6,215,83 +

CPSI "Handwritten" Check #

Amount

MMC Notes

- 3rd Party Payor Fee
- Child Support Payment
- 340B Drug Program Expense
- Credit Card Processing Fee
- Credit Card Processing Fee
- Credit Card Processing Fee
- Credit Card Processing Fee
- Credit Card Processing Fee
- Credit Card Processing Fee
- Credit Card Processing Fee
- Payroll
- Wages
- 3rd Party Payor Fee
- Health Insurance Claim Payments
- Health Insurance Claim Payments
- Health Insurance Claim Payments
- EmpDeduct/Employer Contrib
- 3rd Party Payor Fee
- Patient Financing Service
- 3rd Party Payor Fee
- 340B Drug Program Expense
- 3rd Party Payor Fee
- Credit Card Processing Fee
- Credit Card Processing Fee

Amount

MMC Notes

- Retirement Funding
- Sales Tax

Amount

MMC Notes

- Retirement Funding
- Sales Tax

Amount

MMC Notes

- Retirement Funding
- Sales Tax

Confirmation: You Have Filed Successfully

Sales and Use Tax Period Ending 04/30/2024 (2404)

Taxpayer ID:	Taxpayer Name:	Entered By: Caitlin Clevenger
User ID:	MEMORIAL MEDICAL CENTER ✓	Email Address:
Reference Number: 13424063086	Taxpayer Address:	Telephone Number: (361) 552-0272
Date and Time of Filing:	815 N VIRGINIA ST PORT LAVACA, TX	
05/13/2024, 08:45:22 AM	77979-3025	
	IP Address: 24.116.195.218	

PAYMENT SUMMARY

Electronic Check	Payment Reference Number: 13424063598	Type of Bank Account: Checking
State Amount: \$1,558.36	Trace Number: 75705546	Accountholder Name:
Local Amount: \$498.67		Memorial Medical Center
Amount to Pay: \$2,057.03		Bank Routing Number:
Electronic Check: \$2,057.03		Bank Account Number:
		Payment Effective Date: 05/17/2024

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 Licenced 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	25,059	25,059	0.00	25,059	1,566.19	25,059	0.02	501.18
SubTotal	25,059	25,059	0	25,059	1,566.19	25,059		501.18

Total Tax for Locations

	2,067.37
Total Tax Due:	\$2,067.37
Timely Filing Discount:	-\$10.34
Balance Due:	\$2,057.03
Pending Payments:	-\$0.00
Total Amount Due and Payable:	\$2,057.03 ✓

(State amount due is \$1,558.36) (Local amount due is \$498.67)

[Handwritten Signature]

Date/Time 05-09-2024 / 02:56 PM
Submitted By cclevenger256

Pay Date 04-30-2024

Employee Deposits	\$76,142.50
Employer Contributions	\$109,536.14
Group Term Life Premiums	\$0.00
Total	\$185,678.64 ✓

Comments

Payroll File April 2024 Retirement Upload.xlsx ✓

a.d

05/09/2024

05/09/2024

90 Degree Benefits

2024	76351	2	33	0	2024	91001259	0	4/8/2024	586.80	0	484	F	3/25/2024	3/25/2024	30091563
1447	76351	2	33	0	2024	91001259	0	4/8/2024	586.80	0	484	F <td>3/25/2024</td> <td>3/25/2024</td> <td>30091563</td>	3/25/2024	3/25/2024	30091563
1448	76351	2	33	0	2024	91001245	0	4/8/2024	534.82	0	484	F <td>3/25/2024</td> <td>3/25/2024</td> <td>30091563</td>	3/25/2024	3/25/2024	30091563
1449	76351	2	33	0	2024	91001245	0	4/8/2024	534.82	0	484	F <td>3/25/2024</td> <td>3/25/2024</td> <td>30091563</td>	3/25/2024	3/25/2024	30091563
1450	76351	3	11	0	2024	71000608	0	4/8/2024	510.31	0	189	F <td>2/14/2024</td> <td>2/14/2024</td> <td>74160498</td>	2/14/2024	2/14/2024	74160498
1451	76351	3	25	0	2024	72000837	0	4/8/2024	521.36	0	189	F <td>2/14/2024</td> <td>2/14/2024</td> <td>74160498</td>	2/14/2024	2/14/2024	74160498
1452	76351	3	79	0	2024	91003467	0	4/8/2024	524.47	0	484	F <td>2/17/2024</td> <td>2/17/2024</td> <td>74160498</td>	2/17/2024	2/17/2024	74160498
1453	76351	3	40	0	2024	74000575	0	4/8/2024	532.25	0	181	F <td>3/17/2024</td> <td>3/17/2024</td> <td>71150850</td>	3/17/2024	3/17/2024	71150850
1454	76351	3	11	0	2024	71000597	0	4/8/2024	562.95	0	189	F <td>3/17/2024</td> <td>3/17/2024</td> <td>71150850</td>	3/17/2024	3/17/2024	71150850
1455	76351	3	53	0	2024	88001028	0	4/8/2024	574.22	0	457	F <td>2/29/2024</td> <td>2/29/2024</td> <td>74160498</td>	2/29/2024	2/29/2024	74160498
1456	76351	3	49	0	2024	68000705	0	4/8/2024	580.41	0	321	F <td>2/29/2024</td> <td>2/29/2024</td> <td>74160498</td>	2/29/2024	2/29/2024	74160498
1457	76351	3	40	0	2024	71000406	0	4/8/2024	580.41	0	321	F <td>2/29/2024</td> <td>2/29/2024</td> <td>74160498</td>	2/29/2024	2/29/2024	74160498
1458	76351	3	39	0	2024	67001310	0	4/8/2024	580.41	0	321	F <td>2/29/2024</td> <td>2/29/2024</td> <td>74160498</td>	2/29/2024	2/29/2024	74160498
1459	76351	3	66	0	2024	61000796	0	4/8/2024	511.14	0	324	F <td>2/29/2024</td> <td>2/29/2024</td> <td>74160498</td>	2/29/2024	2/29/2024	74160498
1460	76351	3	23	0	2024	65000115	0	4/8/2024	526.81	0	189	F <td>2/29/2024</td> <td>2/29/2024</td> <td>74160498</td>	2/29/2024	2/29/2024	74160498
1461	76351	3	11	0	2024	87000064	0	4/8/2024	526.81	0	189	F <td>2/29/2024</td> <td>2/29/2024</td> <td>74160498</td>	2/29/2024	2/29/2024	74160498
1462	76351	3	8	0	2024	81000235	0	4/8/2024	587.44	0	487	F <td>3/13/2024</td> <td>3/13/2024</td> <td>45563745</td>	3/13/2024	3/13/2024	45563745
1463	76351	3	21	1	2024	92000706	0	4/8/2024	519.69	0	487	F <td>3/13/2024</td> <td>3/13/2024</td> <td>45563745</td>	3/13/2024	3/13/2024	45563745
1464	76351	3	40	0	2024	64000697	0	4/8/2024	510.75	0	181	F <td>2/28/2024</td> <td>2/28/2024</td> <td>74160498</td>	2/28/2024	2/28/2024	74160498
1465	76351	3	74	0	2024	74000653	0	4/8/2024	511.19	0	189	F <td>2/28/2024</td> <td>2/28/2024</td> <td>74160498</td>	2/28/2024	2/28/2024	74160498
1466	76351	3	49	1	2024	80000564	0	4/8/2024	511.19	0	189	F <td>2/28/2024</td> <td>2/28/2024</td> <td>74160498</td>	2/28/2024	2/28/2024	74160498
1467	76351	3	2	1	2024	71001172	0	4/8/2024	511.61	0	183	F <td>2/28/2024</td> <td>2/28/2024</td> <td>74160498</td>	2/28/2024	2/28/2024	74160498
1468	76351	3	47	0	2024	79001795	0	4/8/2024	513.37	0	181	F <td>2/28/2024</td> <td>2/28/2024</td> <td>74160498</td>	2/28/2024	2/28/2024	74160498
1469	76351	3	30	0	2024	88001123	0	4/8/2024	513.37	0	181	F <td>2/28/2024</td> <td>2/28/2024</td> <td>74160498</td>	2/28/2024	2/28/2024	74160498
1470	76351	3	58	0	2024	67001141	0	4/8/2024	514.21	0	181	F <td>2/28/2024</td> <td>2/28/2024</td> <td>74160498</td>	2/28/2024	2/28/2024	74160498
1471	76351	3	16	0	2024	63001350	0	4/8/2024	522.98	0	457	F <td>2/28/2024</td> <td>2/28/2024</td> <td>74160498</td>	2/28/2024	2/28/2024	74160498
1472	76351	3	31	1	2024	67000838	0	4/8/2024	540.02	0	181	F <td>2/28/2024</td> <td>2/28/2024</td> <td>74160498</td>	2/28/2024	2/28/2024	74160498
1473	76351	3	60	0	2024	67001131	0	4/8/2024	565.89	0	177	F <td>2/28/2024</td> <td>2/28/2024</td> <td>74160498</td>	2/28/2024	2/28/2024	74160498
1474	76351	3	30	0	2024	75000821	0	4/8/2024	582.74	0	331	F <td>2/28/2024</td> <td>2/28/2024</td> <td>74160498</td>	2/28/2024	2/28/2024	74160498
1475	76351	3	30	0	2024	70000825	0	4/8/2024	583.52	0	172	F <td>2/28/2024</td> <td>2/28/2024</td> <td>74160498</td>	2/28/2024	2/28/2024	74160498
1476	76351	3	41	0	2024	81000795	0	4/8/2024	583.52	0	172	F <td>2/28/2024</td> <td>2/28/2024</td> <td>74160498</td>	2/28/2024	2/28/2024	74160498
1477	76351	3	43	1	2024	85000542	0	4/8/2024	585.84	0	177	F <td>2/28/2024</td> <td>2/28/2024</td> <td>74160498</td>	2/28/2024	2/28/2024	74160498
1478	76351	3	26	0	2024	75000812	0	4/8/2024	591.02	0	181	F <td>2/28/2024</td> <td>2/28/2024</td> <td>74160498</td>	2/28/2024	2/28/2024	74160498
1479	76351	3	41	0	2024	88001053	0	4/8/2024	627.98	0	181	F <td>2/28/2024</td> <td>2/28/2024</td> <td>74160498</td>	2/28/2024	2/28/2024	74160498
1480	76351	3	54	0	2024	78001153	0	4/8/2024	627.98	0	189	F <td>2/28/2024</td> <td>2/28/2024</td> <td>74160498</td>	2/28/2024	2/28/2024	74160498
1481	76351	3	18	2	2024	88000865	0	4/8/2024	651.60	0	189	F <td>2/28/2024</td> <td>2/28/2024</td> <td>74160498</td>	2/28/2024	2/28/2024	74160498
1482	76351	3	49	1	2024	80000415	0	4/8/2024	663.94	0	189	F <td>2/28/2024</td> <td>2/28/2024</td> <td>74160498</td>	2/28/2024	2/28/2024	74160498
1483	76351	3	63	0	2024	80000415	0	4/8/2024	663.94	0	189	F <td>2/28/2024</td> <td>2/28/2024</td> <td>74160498</td>	2/28/2024	2/28/2024	74160498
1484	76351	3	63	0	2024	80000415	0	4/8/2024	663.94	0	189	F <td>2/28/2024</td> <td>2/28/2024</td> <td>74160498</td>	2/28/2024	2/28/2024	74160498
1485	76351	3	54	0	2024	79000815	0	4/8/2024	663.94	0	189	F <td>2/28/2024</td> <td>2/28/2024</td> <td>74160498</td>	2/28/2024	2/28/2024	74160498
1486	76351	3	54	0	2024	79000815	0	4/8/2024	663.94	0	189	F <td>2/28/2024</td> <td>2/28/2024</td> <td>74160498</td>	2/28/2024	2/28/2024	74160498
1487	76351	3	54	0	2024	79000815	0	4/8/2024	663.94	0	189	F <td>2/28/2024</td> <td>2/28/2024</td> <td>74160498</td>	2/28/2024	2/28/2024	74160498
1488	76351	3	54	0	2024	79000815	0	4/8/2024	663.94	0	189	F <td>2/28/2024</td> <td>2/28/2024</td> <td>74160498</td>	2/28/2024	2/28/2024	74160498
1489	76351	3	54	0	2024	79000815	0	4/8/2024	663.94	0	189	F <td>2/28/2024</td> <td>2/28/2024</td> <td>74160498</td>	2/28/2024	2/28/2024	74160498
1490	76351	3	54	0	2024	79000815	0	4/8/2024	663.94	0	189	F <td>2/28/2024</td> <td>2/28/2024</td> <td>74160498</td>	2/28/2024	2/28/2024	74160498
1491	76351	3	54	0	2024	79000815	0	4/8/2024	663.94	0	189	F <td>2/28/2024</td> <td>2/28/2024</td> <td>74160498</td>	2/28/2024	2/28/2024	74160498
1492	76351	3	54	0	2024	79000815	0	4/8/2024	663.94	0	189	F <td>2/28/2024</td> <td>2/28/2024</td> <td>74160498</td>	2/28/2024	2/28/2024	74160498

Andrew Santos
5/13/24

APPROVED ON

MAY 13 2024

CALHOUN COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

Old Devel Benefits

1732	76351	1	2	0	0	2024	117001296	0	5/6/2024	\$13.37	1	181	0	4/12/2024	741680498
1733	76351	1	2	0	0	2024	117000797	0	5/6/2024	\$13.10	1	457	0	4/29/2024	741680498
1734	76351	2	35	0	0	2024	123001510	0	5/6/2024	\$43.07	1	503	0	3/7/2024	20151784
1735	76351	2	33	0	0	2024	116001446	0	5/6/2024	\$183.71	1	457	0	4/16/2024	271837628
1736	76351	3	11	0	0	2024	123001509	0	5/6/2024	\$1.10	1	503	0	2/14/2024	300791555
1737	76351	3	21	1	0	2024	120001319	0	5/6/2024	\$28.20	1	177	0	4/24/2024	271837628
1738	76351	3	26	0	0	2024	116001180	0	5/6/2024	\$28.20	1	503	0	4/24/2024	743606570
1739	76351	3	20	0	0	2024	120001374	0	5/6/2024	\$92.78	1	321	0	4/15/2024	741680498
1740	76351	3	40	3	0	2024	137000566	0	5/6/2024	\$251.68	1	177	0	4/17/2024	741680498
1741	76351	3	9	0	0	2024	117000716	0	5/6/2024	\$301.75	1	457	0	4/9/2024	741680498
1742	76351	3	38	0	0	2024	123001511	0	5/6/2024	\$716.35	1	503	0	3/1/2024	271837628
1743	76351	3	11	0	0	2024	116000841	0	5/6/2024	\$1,683.75	1	457	0	3/1/2024	741680498
1744	76360	1	86	2	0	2024	1230001310	0	5/6/2024	\$44.75	1	177	0	4/24/2024	741680498
1747	76360	1	88	0	0	2024	117000187	0	5/6/2024	\$109.99	1	457	0	3/27/2024	741680498
1748	76360	2	29	0	0	2024	121001185	0	5/6/2024	\$2,312.00	1	177	0	3/27/2024	741680498
1749	76360	2	88	0	0	2024	121001195	0	5/6/2024	\$44.75	1	457	0	4/23/2024	741680498
1750	76360	2	101	0	0	2024	121001195	0	5/6/2024	\$160.00	1	487	0	4/23/2024	741680498
1751	76360	3	51	0	0	2024	117001315	0	5/6/2024	\$11.61	1	183	0	4/17/2024	741680498
1752	76360	3	63	0	0	2024	123001516	0	5/6/2024	\$19.10	1	457	0	3/15/2024	741680498
1753	76360	3	26	0	0	2024	120001276	0	5/6/2024	\$30.22	1	503	0	3/17/2024	741680498
1754	76360	3	26	0	0	2024	120001337	0	5/6/2024	\$74.22	1	457	0	4/12/2024	741680498
1755	76360	3	85	0	0	2024	120001337	0	5/6/2024	\$90.08	1	457	0	4/12/2024	741680498
1756	76360	3	21	1	0	2024	116001355	0	5/6/2024	\$300.89	1	177	0	4/12/2024	741680498
1757	76360	3	79	1	0	2024	116001310	0	5/6/2024	\$307.88	1	177	0	4/12/2024	741680498
1759	76360	3	26	0	0	2024	116000375	0	5/6/2024	\$215.35	1	457	0	4/16/2024	741680498
1760	76360	3	16	0	0	2024	120001280	0	5/6/2024	\$407.63	1	457	0	4/17/2024	741680498
										\$7,357.87					

Andrews Devel Benefits
5/13/24

APPROVED ON

MAY 13 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

RECEIVED BY THE
COUNTY AUDITOR ON

05/09/2024
11:20

MAY 09 2024

MEMORIAL MEDICAL CENTER

AP Open Invoice List

0
ap_open_invoice.template

Vendor# Vendor Name CALHOUN COUNTY, TEXAS

Dates Through:
Class Pay Code

11836 ✓ GOLDENCREEK HEALTHCARE

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 043024		04/30/202	04/30/202	06/01/202			14.41	0.00	0.00	14.41

TRANSFER *MM1825.pmt. dep. into mmc dpt. in error*

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
11836	GOLDENCREEK HEALTHCARE	14.41	0.00	0.00	14.41

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	14.41	0.00	0.00	14.41

APPROVED ON

MAY 09 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

RECEIVED BY THE
COUNTY AUDITOR ON

MEMORIAL MEDICAL CENTER

05/09/2024

11:17

MAY 09 2024

AP Open Invoice List

Dates Through:

0
ap_open_invoice.template

Vendor# Vendor Name
12696 GULF POINTE PLAZA
CALHOUN COUNTY, TEXAS

Class Pay Code

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
043024		04/30/202	04/30/202	06/01/202			94.68	0.00	0.00	94.68

TRANSFER

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
12696	GULF POINTE PLAZA	94.68	0.00	0.00	94.68

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	94.68	0.00	0.00	94.68

APPROVED ON

MAY 09 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

RECEIVED BY THE
COUNTY AUDITOR ON

MEMORIAL MEDICAL CENTER

05/09/2024
11:19

MAY 09 2024

AP Open Invoice List
Dates Through:

0
ap_open_invoice.template

Vendor# 13004 Vendor Name TUSCANY VILLAGE
CALHOUN COUNTY, TEXAS

Class Pay Code

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 043024	TRANSFER	04/30/202	04/30/202	06/01/202			3,060.00	0.00	0.00	3,060.00 ✓
✓ 043024A	TRANSFER	04/30/202	04/30/202	06/01/202			2,652.00	0.00	0.00	2,652.00

Handwritten note: NH ins. pay. dep. into memc OPE in error

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
13004	TUSCANY VILLAGE	5,712.00	0.00	0.00	5,712.00

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	5,712.00	0.00	0.00	5,712.00

APPROVED ON

MAY 09 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

05/09/2024
11:18

MAY 09 2024

MEMORIAL MEDICAL CENTER

0

AP Open Invoice List

ap_open_invoice.template

CALHOUN COUNTY, TEXAS

Dates Through:

Vendor# / Vendor Name

Class Pay Code

12792 ✓ BETHANY SENIOR LIVING

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 043024A		04/30/202	04/30/202	06/01/202			13,704.28	0.00	0.00	13,704.28 ✓
	TRANSFER									
✓ 043024		04/30/202	04/30/202	06/01/202			10,097.79	0.00	0.00	10,097.79 ✓
	TRANSFER									

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
12792	BETHANY SENIOR LIVING	23,802.07	0.00	0.00	23,802.07

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	23,802.07	0.00	0.00	23,802.07

APPROVED ON

MAY 09 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

Memorial Medical Center
Nursing Home UPL
Weekly Cortex Transfer
Prosperity Accounts
5/13/2024

Nursing Home	Account Number	Previous Beginning Balance	Transfer-Out	ACH Transfer-In	Pending Payments	Today's Beginning Balance	Amount to be Transferred to Nursing Home
Athford Health Care Center		20,624.62	20,516.29	172,952.08		172,832.19	151,113.63
						Bank Balance Variance	
						Leave in Balance	100.00
						Molina Q2 and March Q1PP	21,440.23

Balance Information for Athford Gardens

Athford Health Care Center LLCs
JP Morgan Chase Bank

						April Interest	178.33
						May Interest	
						June Interest	
						Adjust Balance/Transfer Amt	151,113.63
						Bank Balance	142,109.23
						Bank Balance Variance	142,109.23
						Leave in Balance	100.00
						Molina Q2 and March Q1PP	8,006.51

						April Interest	191.20
						May Interest	
						June Interest	
						Adjust Balance/Transfer Amt	133,811.52
						Bank Balance	168,004.91
						Bank Balance Variance	168,004.91
						Leave in Balance	100.00
						Claim Payment Transfer	5,478.08
						Molina Q2 and March Q1PP	5,942.12

						April Interest	269.03
						May Interest	
						June Interest	
						Adjust Balance/Transfer Amt	133,214.64
						Bank Balance	46,763.21
						Bank Balance Variance	46,763.21
						Leave in Balance	100.00
						Molina Q2 and March Q1PP	8,769.25

						April Interest	61.77
						May Interest	
						June Interest	
						Adjust Balance/Transfer Amt	39,832.69
						Bank Balance	120,057.64
						Bank Balance Variance	120,057.64
						Leave in Balance	100.00
						Molina Q2 and March Q1PP	5,872.77

151,113.63 +
133,811.52 +
153,214.68 +
39,832.69 +
113,911.56 +
591,884.08 ◊

Outstanding Payments:

April Interest 223.32
May Interest
June Interest
Adjust Balance/Transfer Amt 113,811.56

APPROVED ON
MAY 13 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

TOTAL TRANSFERS 891,884.08

Approved: Andrew De Los Santos
ANDREW DE LOS SANTOS 5/13/2024

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 MARC requests to open account.

	Transfer-Out	Transfer-In	MMC PORTION					NH PORTION
			QIPP/Comp1	QIPP/Comp 2	QIPP/Comp3	QIPP/Comp4&Lapse	QIPP TI	
5/10/2024 UHC COMMUNITY PL HCCCLAIMPMT 746003411 910000	-	62,415.04						62,415.04
5/10/2024 UHC COMMUNITY PL HCCCLAIMPMT 746003411 910000	-	2,645.55						2,645.55
5/9/2024 WYNE OUT ASHCROD HEALTH CARE CENTER LTD	70,526.29							
5/9/2024 HNB - ECHO HCCCLAIMPMT 746003411 440000277919		199.94						199.94
5/8/2024 MOLINA HEALTHCARE MOLINAACH (012787) 42000016		24,570.50	10,916.02	3,054.84	13,636.08	18,509.79	21,440.23	24,570.50
5/8/2024 HNB - ECHO HCCCLAIMPMT 746003411 440000241049		8,073.95						8,073.95
5/8/2024 UHC COMMUNITY PL HCCCLAIMPMT 746003411 910000		25,122.42						25,122.42
5/7/2024 HNB - ECHO HCCCLAIMPMT 746003411 440000200958		11,628.59						11,628.59
5/7/2024 HEALTH HUMAN SVC HCCCLAIMPMT 37460034113000 2		2,605.15						2,605.15
5/6/2024 HNB - ECHO HCCCLAIMPMT 746003411 440000243815		5,693.52						5,693.52
5/6/2024 UnitedHealthcare HCCCLAIMPMT 746003411 124384		2,470.00						2,470.00
5/6/2024 UHC COMMUNITY PL HCCCLAIMPMT 746003411 910000		170.97						170.97
5/6/2024 UHC COMMUNITY PL HCCCLAIMPMT 746003411 910000		5,118.00						5,118.00
	70,526.29	172,553.85	10,916.02	3,054.84	13,536.08	18,509.79	21,440.23	151,113.63

	Transfer-Out	Transfer-In	MMC PORTION					NH PORTION
			QIPP/Comp1	QIPP/Comp 2	QIPP/Comp3	QIPP/Comp4&Lapse	QIPP TI	
5/10/2024 HNB - ECHO HCCCLAIMPMT 746003411 44000015222		7,431.12						7,431.12
5/10/2024 HNB - ECHO HCCCLAIMPMT 746003411 44000015222		6,929.31						6,929.31
5/10/2024 HNB - ECHO HCCCLAIMPMT 746003411 44000014731		12,102.27						12,102.27
5/10/2024 UnitedHealthcare HCCCLAIMPMT 746003411 124384		1,515.00						1,515.00
5/10/2024 UnitedHealthcare HCCCLAIMPMT 746003411 910000		130.00						130.00
5/10/2024 UHC COMMUNITY PL HCCCLAIMPMT 746003411 910000		26,270.40						26,270.40
5/10/2024 UHC COMMUNITY PL HCCCLAIMPMT 746003411 910000		5,683.00						5,683.00
5/10/2024 HUMANA INS CO HCCCLAIMPMT 47334107 8300005140		279.51						279.51
5/10/2024 HUMANA CHA DISB HCCCLAIMPMT 47398033 42000013		71.12						71.12
5/10/2024 AARP Supplementa HCCCLAIMPMT 746003411 124384		92.74						92.74
5/9/2024 WIRE OUT CARTEX HEALTH CARE CENTERS III	55,009.55							
5/9/2024 MANAGEANDNET 3718 MHS PNMT 00000000004193 41		1,170.00						1,170.00
5/9/2024 HNB - ECHO HCCCLAIMPMT 746003411 440000278384		1,932.84						1,932.84
5/9/2024 HEALTH HUMAN SVC HCCCLAIMPMT 37460034113000 2		1,362.40						1,362.40
5/8/2024 Deposit		2,244.00						2,244.00
5/8/2024 MOLINA HEALTHCARE MOLINAACH (0127924) 42000016		17,370.99	4,016.02	1,141.78	5,233.75	6,857.44	8,006.51	17,370.99
5/8/2024 UHC COMMUNITY PL HCCCLAIMPMT 746003411 910000		16,152.51						16,152.51
5/8/2024 HUMANA INS CO HCCCLAIMPMT 47193169 8300005333		9,300.00						9,300.00
5/8/2024 HUMANA CHA DISB HCCCLAIMPMT 47209364 42000019		547.86						547.86
5/8/2024 HEALTH HUMAN SVC HCCCLAIMPMT 37460034113000 2		5,407.13						5,407.13
5/7/2024 HNB - ECHO HCCCLAIMPMT 746003411 440000200583		4,949.50						4,949.50
5/7/2024 HNB - ECHO HCCCLAIMPMT 746003411 440000200658		3,764.64						3,764.64
5/7/2024 UHC COMMUNITY PL HCCCLAIMPMT 746003411 910000		2,774.85						2,774.85
5/7/2024 HUMANA CHA DISB HCCCLAIMPMT 47121227 42000017		861.84						861.84
5/7/2024 AARP Supplementa HCCCLAIMPMT 746003411 124384		135.84						135.84
5/6/2024 UHC COMMUNITY PL HCCCLAIMPMT 746003411 910000		4,272.00						4,272.00
5/6/2024 HEALTH HUMAN SVC HCCCLAIMPMT 37460034113000 2		9,167.16						9,167.16
	55,009.55	141,818.03	4,016.02	1,141.78	5,233.75	6,857.44	8,006.51	133,811.52

	Transfer-Out	Transfer-In	MMC PORTION					NH PORTION
			QIPP/Comp1	QIPP/Comp 2	QIPP/Comp3	QIPP/Comp4&Lapse	QIPP TI	
5/10/2024 UHC COMMUNITY PL HCCCLAIMPMT 746003411 910000		16,870.53						16,870.53
5/10/2024 DEVOTED HEALTH P HCCCLAIMPMT 21000023261243		4,587.87						4,587.87
5/10/2024 DEVOTED HEALTH P HCCCLAIMPMT 21000023261201		536.76						536.76
5/10/2024 DEVOTED HEALTH P HCCCLAIMPMT 21000023261259		4,950.00						4,950.00
5/9/2024 WIRE OUT CARTEX HEALTH CARE CENTERS III	54,761.96							
5/9/2024 DEVOTED HEALTH P HCCCLAIMPMT 21000027180591		6,300.00						6,300.00
5/9/2024 DEVOTED HEALTH P HCCCLAIMPMT 21000027180593		16,650.00						16,650.00
5/8/2024 Deposit		18,564.00						18,564.00
5/8/2024 MOLINA HEALTHCARE MOLINAACH (0127930) 42000016		12,759.48	3,004.92	788.47	3,890.25	5,111.94	5,942.12	12,759.48
5/8/2024 UHC COMMUNITY PL HCCCLAIMPMT 746003411 910000		1,866.30						1,866.30
5/8/2024 UHC COMMUNITY PL HCCCLAIMPMT 746003411 910000		18,097.60						18,097.60
5/8/2024 DEVOTED HEALTH P HCCCLAIMPMT 21000029314914		5,400.00						5,400.00
5/8/2024 DEVOTED HEALTH P HCCCLAIMPMT 21000029314912		5,400.00						5,400.00
5/7/2024 HUMANA INS CO HCCCLAIMPMT 47042341 8300005893		10,908.91						10,908.91
5/7/2024 HEALTH HUMAN SVC HCCCLAIMPMT 37460034113000 2		4,484.75						4,484.75
5/7/2024 DEVOTED HEALTH P HCCCLAIMPMT 21000029425233		13,182.00						13,182.00
5/6/2024 UnitedHealthcare HCCCLAIMPMT 746003411 124384		2,460.00						2,460.00
5/6/2024 UHC COMMUNITY PL HCCCLAIMPMT 746003411 910000		0.30						0.30
5/6/2024 DEVOTED HEALTH P HCCCLAIMPMT 21000027767674		16,102.00						16,102.00
	54,761.96	159,156.60	3,004.92	788.47	3,890.25	5,111.94	5,942.12	155,214.68

	Transfer-Out	Transfer-In	MMC PORTION					NH PORTION
			QIPP/Comp1	QIPP/Comp 2	QIPP/Comp3	QIPP/Comp4&Lapse	QIPP TI	
5/10/2024 UHC COMMUNITY PL HCCCLAIMPMT 746003411 910000		19,215.56						19,215.56
5/9/2024 WIRE OUT CARTEX HEALTH CARE CENTERS III	6,069.60							
5/9/2024 AARP Supplementa HCCCLAIMPMT 746003411 124384		96.74						96.74
5/8/2024 Deposit		7,086.40						7,086.40
5/8/2024 MOLINA HEALTHCARE MOLINAACH (0127869) 42000016		14,613.24	3,407.54	987.11	4,416.75	5,801.84	6,769.25	14,613.24
5/6/2024 UnitedHealthcare HCCCLAIMPMT 746003411 124384		5,580.00						5,580.00
	6,069.60	46,601.94	3,407.54	987.11	4,416.75	5,801.84	6,769.25	39,832.69

	Transfer-Out	Transfer-In	MMC PORTION					NH PORTION
			QIPP/Comp1	QIPP/Comp 2	QIPP/Comp3	QIPP/Comp4&Lapse	QIPP TI	
5/10/2024 MANAGEANDNET 1718 MHS PNMT 0000000000482 41		3,217.50						3,217.50
5/10/2024 UnitedHealthcare HCCCLAIMPMT 746003411 124384		12,732.84						12,732.84
5/10/2024 UHC COMMUNITY PL HCCCLAIMPMT 746003411 910000		21,176.07						21,176.07
5/9/2024 WIRE OUT CARTEX HEALTH CARE CENTERS III	91,957.70							
5/9/2024 MANAGEANDNET 1718 MHS PNMT 0000000000482 41		4,972.50						4,972.50
5/9/2024 HNB - ECHO HCCCLAIMPMT 746003411 440000277919		2,646.27						2,646.27
5/9/2024 HEALTH HUMAN SVC HCCCLAIMPMT 37460034113000 2		5,667.12						5,667.12
5/8/2024 MOLINA HEALTHCARE MOLINAACH (0127862) 42000016		11,809.99	3,560.24	887.21	4,168.13	3,316.41	3,822.77	11,809.99
5/8/2024 UnitedHealthcare HCCCLAIMPMT 746003411 124384		1,350.00						1,350.00
5/8/2024 UHC COMMUNITY PL HCCCLAIMPMT 746003411 910000		30,391.07						30,391.07
5/7/2024 UnitedHealthcare HCCCLAIMPMT 746003411 124384		8,550.00						8,550.00
5/7/2024 HUMANA INS CO HCCCLAIMPMT 47043339 8300005890		2,765.00						2,765.00

5/7/2024 HUMANA CHA DISB HCCLAIMPMT 47123541 42000017
 5/7/2024 HEALTH HUMAN SVC HCCLAIMPMT 17460034113007 2
 5/6/2024 HNB - ECHO HCCLAIMPMT 746005411 440000243543

A\NH Weekly Transfers\Bank Download Worksheets\2024\MAY\NH Bank Download 5.6.24-5.12.24

	5,461.25	-	5,461.25				
	5,915.40	-	5,915.40				
	3,087.31	-	3,087.31				
91,957.70	119,734.32	3,250.24	857.21	6,158.13	3,516.41	5,822.77	119,911.56
278,325.10	839,864.98	24,618.74	6,829.41	31,246.96	39,797.42	47,980.88	591,884.07

TOTALS

Business Overview

Account Name

*4357 MEMORIAL MEDICAL CENTER - OPERATING	\$1,106,303.08	\$1,088,511.87	\$1,106,303.08	\$1,379,089.47
*4385 MEMORIAL MEDICAL CENTER - CLINIC SERIES 2014	\$543.86	\$543.86	\$543.86	\$543.86
*4373 MEMORIAL MEDICAL CENTER - PRIVATE WAIVER CLEARING	\$437.82	\$437.82	\$437.82	\$437.82
*4381 MEMORIAL MEDICAL CENTER / NH ASHFORD ✓	\$172,832.19 ✓	\$205,974.53	\$172,832.19	\$107,771.60
*4403 MEMORIAL MEDICAL CENTER / NH BROADMOOR ✓	\$142,109.23 ✓	\$187,011.43	\$142,109.23	\$81,604.76
*4411 MEMORIAL MEDICAL CENTER / NH CRESCENT ✓	\$168,004.91 ✓	\$248,422.31	\$168,004.91	\$141,059.75
*4438 MEMORIAL MEDICAL CENTER / SOLERA AT WEST HOUSTON ✓	\$120,057.64 ✓	\$121,018.27	\$120,057.64	\$82,931.23
*4446 MEMORIAL MEDICAL CENTER / NH FORT BEND ✓	\$46,763.71 ✓	\$54,764.61	\$46,763.71	\$27,548.15
*4454 MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE	\$45,887.89	\$47,243.89	\$45,887.89	\$43,338.14
*5433 MMC -NH GULF POINTE PLAZA - PRIVATE PAY	\$858.11	\$1,160.12	\$858.11	\$858.11
*5441 MMC -NH GULF POINTE PLAZA - MEDICARE/MEDICAID	\$45,319.35	\$50,065.97	\$45,319.35	\$43,541.35
*5506 MMC -NH BETHANY SENIOR LIVING	\$73,408.81	\$74,297.79	\$73,408.81	\$72,262.94
*3407 MMC -NH TUSCANY VILLAGE	\$112,828.38	\$112,828.38	\$112,828.38	\$99,163.22
*3650 MMC -BETHANY SR LIVING - DACA	\$100.00	\$100.00	\$100.00	\$100.00
*2998 MMC -MONEY MARKET FUND	\$111,493.32	\$111,493.32	\$111,493.32	\$111,493.32
Total Balance	\$2,146,948.30	\$2,303,874.17	\$2,146,948.30	\$2,191,743.72

Memorial Medical Center
 Nursing Home UPL
 Weekly Nexion Transfer
 Prosperity Accounts
 5/13/2024

<u>Nursing Home</u>	<u>Account Number</u>	<u>Previous Beginning Balance</u>	<u>Transfer-Out</u>	<u>Transfer-In</u>	<u>Pending Deposits</u>	<u>Today's Beginning Balance</u>	<u>Amount to Be Transferred to Nursing Home</u>
Golden Creek		163,563.22	163,310.75	45,635.42		45,887.89	45,635.42
						Bank Balance	45,887.89
						Variance	-
						Leave In Balance	100.00

APPROVED ON

MAY 13 2024

Routing Information for Golden Creek:
 Nexion Health at Golden Creek
 Wells Fargo Bank, N.A.

BY COUNTY AUDITOR
 CALHOUN COUNTY, TEXAS

April Interest 152.47
 May Interest _____
 June Interest _____

Adjust Balance/Transfer Amt 45,635.42

Note: Only balances of over \$5,000 will be transferred to the nursing home.
 Note 2: Each account has a base balance of \$100 that MMC deposited to open account.

Approved: Andrew De Los Santos
 ANDREW DE LOS SANTOS 5/13/2024



5/10/2024 TSYS/TRANSFIRST CR CD DEP 54368455876917 91
 5/10/2024 HEALTH HUMAN SVC HCCLAIMPMT 17460034113011 2
 5/9/2024 WIRE OUT NEXION HEALTH d/b/a GOLDEN CREEK HC
 5/9/2024 TSYS/TRANSFIRST CR CD DEP 54368455876917 91
 5/9/2024 GOLDEN CREEK HEALTH MERC DEP 3220356 9100001443
 5/8/2024 HNB - ECHO HCCLAIMPMT 746003411 440002041226
 5/8/2024 Am Health TX PAYMENT 21531 84307030004244
 5/7/2024 GOLDEN CREEK HEALTH MERC DEP 1220356 9100001544
 5/7/2024 GOLDEN CREEK HEALTH MERC DEP 1220356 9100001544
 5/7/2024 HEALTH HUMAN SVC HCCLAIMPMT 17460034113011 2
 5/6/2024 TSYS/TRANSFIRST CR CD DEP 54368455876917 91
 5/6/2024 TSYS/TRANSFIRST CR CD DEP 54368455876917 91
 5/6/2024 GOLDEN CREEK HEALTH MERC DEP 1220356 9100001403

MMC PORTION							NH PORTION
Transfer-Out	Transfer-In	QJPP/Comp1	QJPP/Comp 2	QJPP/Comp3	QJPP/Comp4	QJPP TI	
-	2,375.05	-	-	-	-	-	2,375.05
-	174.70	-	-	-	-	-	174.70
163,310.75	-	-	-	-	-	-	-
-	9,997.00	-	-	-	-	-	9,997.00
-	3,641.52	-	-	-	-	-	3,641.52
-	4,900.15	-	-	-	-	-	4,900.15
-	14,500.00	-	-	-	-	-	14,500.00
-	1,219.00	-	-	-	-	-	1,219.00
-	1,149.00	-	-	-	-	-	1,149.00
-	2,194.60	-	-	-	-	-	2,194.60
-	152.40	-	-	-	-	-	152.40
-	217.00	-	-	-	-	-	217.00
-	5,115.00	-	-	-	-	-	5,115.00
163,310.75	45,635.42	-	-	-	-	-	45,635.42

Districts Overview

Account Name				
*4357 MEMORIAL MEDICAL CENTER - OPERATING	\$1,106,303.08	\$1,088,511.87	\$1,106,303.08	\$1,379,089.47
*4365 MEMORIAL MEDICAL CENTER - CLINIC SERIES 2014	\$543.86	\$543.86	\$543.86	\$543.86
*4373 MEMORIAL MEDICAL CENTER - PRIVATE WAIVER CLEARING	\$437.82	\$437.82	\$437.82	\$437.82
*4381 MEMORIAL MEDICAL CENTER / NH ASHFORD	\$172,832.19	\$205,974.53	\$172,832.19	\$107,771.60
*4403 MEMORIAL MEDICAL CENTER / NH BROADMOOR	\$142,109.23	\$187,011.43	\$142,109.23	\$81,804.76
*4411 MEMORIAL MEDICAL CENTER / NH CRESCENT	\$168,004.91	\$248,422.31	\$168,004.91	\$141,059.75
*4438 MEMORIAL MEDICAL CENTER / SOLERA AT WEST HOUSTON	\$120,057.64	\$121,018.27	\$120,057.64	\$82,931.23
*4446 MEMORIAL MEDICAL CENTER / NH FORT BEND	\$46,763.71	\$54,764.61	\$46,763.71	\$27,548.15
*4454 MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE ✓	\$45,887.89 ✓	\$47,243.89	\$45,887.89	\$43,338.14
*5433 MMC -NH GULF POINTE PLAZA - PRIVATE PAY	\$858.11	\$1,160.12	\$858.11	\$858.11
*5441 MMC -NH GULF POINTE PLAZA - MEDICARE/MEDICAID	\$45,319.35	\$50,065.97	\$45,319.35	\$43,541.35
*5506 MMC -NH BETHANY SENIOR LIVING	\$73,408.81	\$74,297.79	\$73,408.81	\$72,262.94
*3407 MMC -NH TUSCANY VILLAGE	\$112,828.38	\$112,828.38	\$112,828.38	\$99,163.22
*3660 MMC -BETHANY SR LIVING - DACA	\$100.00	\$100.00	\$100.00	\$100.00
*2988 MMC -MONEY MARKET FUND	\$111,493.32	\$111,493.32	\$111,493.32	\$111,493.32
Total Balance	\$2,146,948.30	\$2,303,874.17	\$2,146,948.30	\$2,191,743.72

Memorial Medical Center
 Nursing Home UPL
 Weekly HMG Transfer
 Prosperity Accounts
 5/13/2024

Account	Previous Beginning Balance	Transfer-Out	Transfer-In	Cks Cleared	Pending Deposits	Today's Beginning Balance	Amount to Be Transferred to Nursing Home
<u>██████████</u>	458.11					858.11	858.11
							Bank Balance
							Variance
							Leave in Balance
							Adjust Balance/Transfer Amt
						758.11	

Account	Previous Beginning Balance	Transfer-Out	Transfer-In	Cks Cleared	Pending Deposits	Today's Beginning Balance	Amount to Be Transferred to Nursing Home
<u>██████████</u>	149.53		45,169.82			45,319.35	37,019.35
							Bank Balance
							Variance
							Leave in Balance
							Claim payment transfer to Tuscany
							Adjust Balance/Transfer Amt
						37,019.35	

TOTAL TRANSFERS 37,777.46

APPROVED ON
MAY 13 2024

Routing information for Gulf Port Plaza:

BY COUNTY AUDITOR
 SAMPSON COUNTY, TEXAS

Approved: Andrew DeLosSantos
 ANDREW DE LOS SANTOS 5/13/2024

Note: Only balances of over \$5,000 will be transferred to the Prosperity Accounts.
 Note 2: Each account has a base balance of \$100 that MMC deposited to open account.

[REDACTED]

MMC PORTION							NH PORTION
Transfer-Out	Transfer-In	QIPP/Comp1	QIPP/Comp 2	QIPP/Comp3	QIPP/Comp4 & Lapse	QIPP TI	
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-

[REDACTED]

5/10/2024 MERCHANT BANKCD DEPOSIT 496478518889 9100001
 5/9/2024 MERCHANT BANKCD DEPOSIT 496478518889 9100001
 5/8/2024 Deposit
 5/8/2024 MERCHANT BANKCD DEPOSIT 496478518889 9100001
 5/6/2024 MERCHANT BANKCD DEPOSIT 496478518889 9100001

MMC PORTION							NH PORTION
Transfer-Out	Transfer-In	QIPP/Comp1	QIPP/Comp 2	QIPP/Comp3	QIPP/Comp4 & Lapse	QIPP TI	
-	1,778.00	-	-	-	-	-	1,778.00
-	1,296.00	-	-	-	-	-	1,296.00
-	215.26	-	-	-	-	-	215.26
-	240.00	-	-	-	-	-	240.00
-	41,640.56	-	-	-	-	-	41,640.56
-	45,169.82	-	-	-	-	-	45,169.82
-	45,169.82	-	-	-	-	-	45,169.82

Balance Overview

Account Name				
*4357 MEMORIAL MEDICAL CENTER - OPERATING	\$1,106,303.08	\$1,088,511.87	\$1,106,303.08	\$1,379,089.47
*4365 MEMORIAL MEDICAL CENTER - CLINIC SERIES 2014	\$543.86	\$543.86	\$543.86	\$543.86
*4373 MEMORIAL MEDICAL CENTER - PRIVATE WAIVER CLEARING	\$437.82	\$437.82	\$437.82	\$437.82
*4381 MEMORIAL MEDICAL CENTER / NH ASHFORD	\$172,832.19	\$205,974.53	\$172,832.19	\$107,771.60
*4403 MEMORIAL MEDICAL CENTER / NH BROADMOOR	\$142,109.23	\$187,011.43	\$142,109.23	\$81,604.76
*4411 MEMORIAL MEDICAL CENTER / NH CRESCENT	\$168,004.91	\$248,422.31	\$168,004.91	\$141,059.75
*4438 MEMORIAL MEDICAL CENTER / SOLERA AT WEST HOUSTON	\$120,057.64	\$121,018.27	\$120,057.64	\$82,931.23
*4446 MEMORIAL MEDICAL CENTER / NH FORT BEND	\$46,763.71	\$54,764.61	\$46,763.71	\$27,548.15
*4454 MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE	\$45,887.89	\$47,243.89	\$45,887.89	\$43,338.14
*5433 MMC -NH GULF POINTE PLAZA - PRIVATE PAY ✓	\$858.11 ✓	\$1,160.12 ✓	\$858.11	\$858.11
*5441 MMC -NH GULF POINTE PLAZA - MEDICARE/MEDICAID ✓	\$45,319.35 ✓	\$50,065.97 ✓	\$45,319.35	\$43,541.35
*5508 MMC -NH BETHANY SENIOR LIVING	\$73,408.81	\$74,297.79	\$73,408.81	\$72,262.94
*3407 MMC -NH TUSCANY VILLAGE	\$112,828.38	\$112,828.38	\$112,828.38	\$99,163.22
*3560 MMC -BETHANY SR LIVING - DACA	\$100.00	\$100.00	\$100.00	\$100.00
*2998 MMC -MONEY MARKET FUND	\$111,493.32	\$111,493.32	\$111,493.32	\$111,493.32
Total Balance	\$2,146,946.30	\$2,303,874.17	\$2,146,946.30	\$2,191,743.72

Memorial Medical Center
 Nursing Home UPL
 Weekly Tuscany Transfer
 Prosperity Accounts
 5/13/2024

Account Number	Previous Beginning Balance	Transfer-Out	Transfer-in	Chs Cleared	Pending Deposits	Today's Beginning Balance	Amount to Be Transferred to Nursing Home
Nursing Home	51,036.83	51,936.89	112,728.98			112,878.38	97,989.21
					Bank Balance Variance	112,878.38	
					Leave In Balance Molina Q2 and March Q1PP	100.00	14,739.18

APPROVED ON

MAY 13 2024

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.

BY COUNTY AUDITOR
 CALHOUN COUNTY, TEXAS

Adjust Balance/Transfer Amt 97,989.21
 Approved: Andrew De Los Santos
 ANDREW DE LOS SANTOS 5/13/2024



5/10/2024 HNB - ECHO HCCLAIMPMT 746003411 440000214731
 5/10/2024 HNB - ECHO HCCLAIMPMT 746003411 440000214925
 5/9/2024 WIRE OUT VILLAGE POST ACUTE HEALTH SERVICE
 5/8/2024 Deposit
 5/8/2024 Deposit
 5/8/2024 MOLINA HEALTHCARE MOLINAACH 01279239 42000016
 5/8/2024 HNB - ECHO HCCLAIMPMT 746003411 440000241238
 5/7/2024 HNB - ECHO HCCLAIMPMT 746003411 440000200583
 5/6/2024 HNB - ECHO HCCLAIMPMT 746003411 440000244461

Transfer-Out	Transfer-In	MMC PORTION					NH PORTION
		QIPP/Comp 1	QIPP/Comp 2	QIPP/Comp 3	QIPP/Comp 4&Lapse	QIPP TI	
-	12,465.52						12,465.52
-	1,199.64						1,199.64
51,936.83	-						-
-	35,088.00						35,088.00
-	642.00						642.00
-	29,026.61	6,451.74	8,310.93	4,168.13	4,095.81	14,739.18	8,287.44
-	30,512.47						30,512.47
-	7,814.34						7,814.34
-	1,979.80						1,979.80
51,936.83	112,728.36	6,451.74	8,310.93	4,168.13	4,095.81	14,739.18	97,989.21

Particulars Overview

Account Name

*4357 MEMORIAL MEDICAL CENTER - OPERATING	\$1,106,303.08	\$1,088,511.87	\$1,106,303.08	\$1,379,089.47
*4385 MEMORIAL MEDICAL CENTER - CLINIC SERIES 2014	\$543.86	\$543.86	\$543.86	\$543.86
*4373 MEMORIAL MEDICAL CENTER - PRIVATE WAIVER CLEARING	\$437.82	\$437.82	\$437.82	\$437.82
*4381 MEMORIAL MEDICAL CENTER / NH ASHFORD	\$172,832.19	\$205,974.53	\$172,832.19	\$107,771.60
*4403 MEMORIAL MEDICAL CENTER / NH BROADMOOR	\$142,109.23	\$187,011.43	\$142,109.23	\$81,604.76
*4411 MEMORIAL MEDICAL CENTER / NH CRESCENT	\$168,004.91	\$248,422.31	\$168,004.91	\$141,059.75
*4438 MEMORIAL MEDICAL CENTER / SOLERA AT WEST HOUSTON	\$120,057.64	\$121,018.27	\$120,057.64	\$82,931.23
*4446 MEMORIAL MEDICAL CENTER / NH FORT BEND	\$46,763.71	\$54,764.61	\$46,763.71	\$27,548.15
*4454 MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE	\$45,887.89	\$47,243.89	\$45,887.89	\$43,338.14
*5433 MMC -NH GULF POINTE PLAZA - PRIVATE PAY	\$858.11	\$1,160.12	\$858.11	\$858.11
*5441 MMC -NH GULF POINTE PLAZA - MEDICARE/MEDICAID	\$45,319.35	\$50,065.97	\$45,319.35	\$43,541.35
*5506 MMC -NH BETHANY SENIOR LIVING	\$73,408.81	\$74,297.79	\$73,408.81	\$72,262.94
*3407 MMC -NH TUSCANY VILLAGE	\$112,828.38	\$112,828.38	\$112,828.38	\$99,163.22
*3660 MMC -BETHANY SR LIVING - DACA	\$100.00	\$100.00	\$100.00	\$100.00
*2998 MMC -MONEY MARKET FUND	\$111,493.32	\$111,493.32	\$111,493.32	\$111,493.32
Total Balance	\$2,146,948.30	\$2,303,874.17	\$2,146,948.30	\$2,191,743.72

Memorial Medical Center
 Nursing Home UPL
 Weekly HSL Transfer
 Prosperity Accounts
 5/13/2024

Nursing Home	Account Number	Previous Beginning Balance	Transfer-Out	Transfer-In	Cks Cleared	Pending Medicare Repayment	Today's Beginning Balance	Amount to Be Transferred to Nursing Home
Stacy Smith Home	360,223.08	360,578.67	73,714.40				73,408.81	73,114.40
						Bank Balance Variance	73,408.81	
						Leave in Balance	100.00	

APPROVED ON

MAY 13 2024

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 an account.

CALHOUN COUNTY AUDITOR
 CALHOUN COUNTY, TEXAS

April Interest 194.41
 May Interest
 June Interest
 Adjust Balance/Transfer Amt 73,114.40
 Approved: Andrew De Los Santos
 ANDREW DE LOS SANTOS 5/13/2024



5/10/2024 NOVITAS SOLUTION HCCLAIMPMT 676481 420000161
 5/9/2024 Debit Adjustment
 5/9/2024 WIRE OUT PORT LAVACA NH, LLC
 5/9/2024 Deposit
 5/9/2024 NOVITAS SOLUTION HCCLAIMPMT 676481 420000136
 5/8/2024 Deposit
 5/8/2024 Deposit
 5/8/2024 Deposit
 5/8/2024 Deposit
 5/8/2024 Deposit
 5/8/2024 NDC SWEEP FAC K236 31336960622077 SWEEP FR
 5/8/2024 HNB - ECHO HCCLAIMPMT 746003411 440000241226
 5/7/2024 HEALTH HUMAN SVC HCCLAIMPMT 374600341133016 2

		MMC PORTION					
Transfer-Out	Transfer-In	QPPP/Comp1	QPPP/Comp 2	QPPP/Comp3	QPPP/Comp4&Lapse	QPPP TI	NH PORTION
-	1,145.87	-	-	-	-	-	1,145.87
600.00	-	-	-	-	-	-	-
359,928.67	-	-	-	-	-	-	-
-	33,630.40	-	-	-	-	-	33,630.40
-	290.44	-	-	-	-	-	290.44
-	9,123.93	-	-	-	-	-	9,123.93
-	2,996.37	-	-	-	-	-	2,996.37
-	3,798.87	-	-	-	-	-	3,798.87
-	4,355.78	-	-	-	-	-	4,355.78
-	12,100.62	-	-	-	-	-	12,100.62
-	2,898.30	-	-	-	-	-	2,898.30
-	3,373.82	-	-	-	-	-	3,373.82
360,528.67	75,714.40	-	-	-	-	-	75,714.40

DUPLICATES Overview

Account Name				
*4357 MEMORIAL MEDICAL CENTER - OPERATING	\$1,106,303.08	\$1,088,511.87	\$1,106,303.08	\$1,379,089.47
*4365 MEMORIAL MEDICAL CENTER - CLINIC SERIES 2014	\$543.86	\$543.86	\$543.86	\$543.86
*4373 MEMORIAL MEDICAL CENTER - PRIVATE WAIVER CLEARING	\$437.82	\$437.82	\$437.82	\$437.82
*4381 MEMORIAL MEDICAL CENTER / NH ASHFORD	\$172,832.19	\$205,974.53	\$172,832.19	\$107,771.60
*4403 MEMORIAL MEDICAL CENTER / NH BROADMOOR	\$142,109.23	\$187,011.43	\$142,109.23	\$81,604.76
*4411 MEMORIAL MEDICAL CENTER / NH CRESCENT	\$168,004.91	\$248,422.31	\$168,004.91	\$141,059.75
*4438 MEMORIAL MEDICAL CENTER / SOLERA AT WEST HOUSTON	\$120,057.64	\$121,018.27	\$120,057.64	\$82,931.23
*4446 MEMORIAL MEDICAL CENTER / NH FORT BEND	\$46,763.71	\$54,764.61	\$46,763.71	\$27,548.15
*4454 MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE	\$45,887.89	\$47,243.89	\$45,887.89	\$43,338.14
*5433 MMC -NH GULF POINTE PLAZA - PRIVATE PAY	\$858.11	\$1,160.12	\$858.11	\$858.11
*5441 MMC -NH GULF POINTE PLAZA - MEDICARE/MEDICAID	\$45,319.35	\$50,065.97	\$45,319.35	\$43,541.35
*5506 MMC -NH BETHANY SENIOR LIVING ✓	\$73,408.81	\$74,297.79	\$73,408.81	\$72,262.94
*3407 MMC -NH TUSCANY VILLAGE	\$112,828.38	\$112,828.38	\$112,828.38	\$99,163.22
*3680 MMC -BETHANY SR LIVING - DACA	\$100.00	\$100.00	\$100.00	\$100.00
*2898 MMC -MONEY MARKET FUND	\$111,493.32	\$111,493.32	\$111,493.32	\$111,493.32
Total Balance	\$2,146,948.30	\$2,303,874.17	\$2,146,948.30	\$2,191,743.72

MEMORIAL MEDICAL CENTER
CHECK REQUEST

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MEMORIAL MEDICAL CENTER

Date Requested: 5/13/2024

APPROVED ON

MAY 13 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

FOR ACCT USE ONLY

- Imprest Cash
- A/P Check
- Mail Check to Vendor
- Return Check to Dept

AMOUNT: \$ 21,440.23 ✓

G/L NUMBER: 10255040

EXPLANATION: MOLINA Q2 AND MARCH QIPP HOPITAL PORTION

REQUESTED BY: CAITLIN CLEVINGER

AUTHORIZED BY: Andrew S. Carter

Ashford ✓

5/13/24

MEMORIAL MEDICAL CENTER
CHECK REQUEST

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MEMORIAL MEDICAL CENTER

Date Requested: 5/13/2024

APPROVED ON
MAY 13 2024

BY COUNTY AUDITOR
GALHOUN COUNTY, TEXAS

FOR ACCT USE ONLY

Imprest Cash
 A/P Check
 Mail Check to Vendor
 Return Check to Dept

AMOUNT: \$ 8,006.51 ✓

G/L NUMBER: 10255040

EXPLANATION: MOLINA Q2 AND MARCH QIPP HOPITAL PORTION

REQUESTED BY: CAITLIN CLEVENGER

AUTHORIZED BY: *Andrew Dufresne*

Broadmoor

5/13/24

MEMORIAL MEDICAL CENTER
CHECK REQUEST

P MEMORIAL MEDICAL CENTER

Date Requested: 5/13/2024

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E APPROVED ON

E MAY 13 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

FOR ACCT USE ONLY

- Imprest Cash
- A/P Check
- Mail Check to Vendor
- Return Check to Dept

AMOUNT: \$ 5,942.12 ✓

G/L NUMBER: 10255040

EXPLANATION: MOLINA Q2 AND MARCH QIPP HOPITAL PORTION

REQUESTED BY: CAITLIN CLEVINGER

AUTHORIZED BY: Andrew DeFoor

Crescent

5/13/24

MEMORIAL MEDICAL CENTER
CHECK REQUEST

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MEMORIAL MEDICAL CENTER

Date Requested: 5/13/2024

APPROVED ON
MAY 13 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

FOR ACCT USE ONLY

- Imprest Cash
- A/P Check
- Mail Check to Vendor
- Return Check to Dept

AMOUNT: \$ 6,769.25 ✓

G/L NUMBER: 10255040

EXPLANATION: MOLINA Q2 AND MARCH QIPP HOPITAL PORTION

REQUESTED BY: CAITLIN CLEVINGER

AUTHORIZED BY: Andrea J. [Signature]

Scott Bend ✓

5/13/24

MEMORIAL MEDICAL CENTER
CHECK REQUEST

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MEMORIAL MEDICAL CENTER

Date Requested: 5/13/2024

APPROVED ON

MAY 13 2024

BY COUNTY AUDITOR
BALDWIN COUNTY, TEXAS

FOR ACCT USE ONLY

- Imprest Cash
- A/P Check
- Mail Check to Vendor
- Return Check to Dept

AMOUNT: \$ 5,822.77 ✓

G/L NUMBER: 10255040

EXPLANATION: MOLINA Q2 AND MARCH QIPP HOPITAL PORTION

REQUESTED BY: CAITLIN CLEVINGER

AUTHORIZED BY: Andrew Solera

Solera ✓

5/13/24

MEMORIAL MEDICAL CENTER
CHECK REQUEST

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MEMORIAL MEDICAL CENTER

Date Requested: 5/13/2024

APPROVED ON

MAY 13 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

FOR ACCT USE ONLY

- Imprest Cash
- A/P Check
- Mail Check to Vendor
- Return Check to Dept

AMOUNT: \$ 14,739.18 ✓

G/L NUMBER: 10255040

EXPLANATION: MOLINA Q2 AND MARCH QIPP HOPITAL PORTION

REQUESTED BY: CAITLIN CLEVINGER

AUTHORIZED BY: Andreana Delan Santos

Deucany ✓

5/13/24

Commissioner's Court 5/15/2024

QIPP Payment to MMC from Nursing Facilities

NH Name	From Bank Acct #	CK #	Payee	GL #	Molins Q2 and March QIPP		TOTAL	Date
Ashford	[REDACTED]		MMC - Prosperity Operating	10255040	21,440.23		21,440.23	5/15/2024
Broadmoor	[REDACTED]		MMC - Prosperity Operating	10255040	8,006.51		8,006.51	5/15/2024
Crescent	[REDACTED]		MMC - Prosperity Operating	10255040	5,942.12		5,942.12	5/15/2024
Fort Bend	[REDACTED]		MMC - Prosperity Operating	10255040	6,769.25		6,769.25	5/15/2024
Solera	[REDACTED]		MMC - Prosperity Operating	10255040	5,822.77		5,822.77	5/15/2024
Golden Creek	[REDACTED]		MMC - Prosperity Operating	10255040				5/15/2024
Bethany	[REDACTED]		MMC - Prosperity Operating	10255040				5/15/2024
Tuscany	[REDACTED]		MMC - Prosperity Operating	10255040	14,739.18		14,739.18	5/15/2024
				Total:	62,720.05		62,720.05	

Note:

Approved: *Andrew De Los Santos*
 ANDREW DE LOS SANTOS 5/13/2024

Gulf Pointe

MEMORIAL MEDICAL CENTER CHECK REQUEST

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Tuscany Village / _____

Date Requested: 5/13/2024

_____ APPROVED ON

MAY 13 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

FOR ACCT USE ONLY

- Imprest Cash
- A/P Check
- Mail Check to Vendor
- Return Check to Dept

AMOUNT: \$ 8,200.00 ✓

G/L NUMBER: 21400007

EXPLANATION: CLAIM PAYMENT OWED BY GULF POINTE TO TUSCANY / _____

REQUESTED BY: CAITLIN CLEVINGER

AUTHORIZED BY: *[Signature]*

5/13/24