



City of La Vernia
CITY COUNCIL MEETING
102 E. Chihuahua St., La Vernia, Texas 78121
August 10, 2023
6:30 PM

AGENDA

1. **Call to Order**
2. **Invocation & Pledge of Allegiance**
3. **Citizens to Be Heard**
(At this time, citizens who have filled out a registration form prior to the start of the meeting may speak on any topic they wish to bring to the attention on the governing body so long as that topic is not on the agenda for this meeting. Citizens may speak on specific agenda items when that item is called for discussion. During the Citizens to Be Heard section no council action may take place and no council discussion or response is required to the speaker. A time limit of three minutes per speaker is permitted; the council may extend this time at their discretion.)
4. **Consent Agenda**
(All consent agenda items are considered routine by City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember requests an item be removed and considered separately.)
 - A. Meeting Minutes from the 07-20-23 City Council Meeting
 - B. Meeting Minutes from the 07-27-23 Joint City Council and Municipal Development District Budget Workshop
 - C. Meeting Minutes from the 07-27-23 Special City Council Meeting
 - D. Check register and financials
 - E. Quarterly financial report
5. **Presentations**
 - A. The La Vernia Historical Association will provide an update on the La Vernia Veterans Memorial
6. **Public Hearing**
 - A. The City of La Vernia City Council will hold a public hearing at the request of DODSON, GATOR
Property: 221 SAN ANTONIO RD LA VERNIA, TX 78121 CITY OF LA VERNIA, LOT 430 (LOT 11 BLK 29), ACRES .275
Request: proposed to be a commercial use property, moving from the present zoning classification of R-A, Residential Agriculture, to C-1 Retail
 - A.1 Open Public Hearing
 - A.2 Requestor Presentation

A.3 Staff Presentation

A.4 Receive Public Comments

A.5 Close Public Hearing

A.6 Discuss and consider action on Ordinance No. 081023-01 the re-zone of the location specifically known as 221 SAN ANTONIO RD LA VERNIA, TX 78121 CITY OF LA VERNIA, LOT 430 (LOT 11 BLK 29), ACRES .275

7. Discussion

A. Discuss the FY 23-24 City of La Vernia and La Vernia Municipal development District proposed budget

8. Discussion Action

A. Discuss and consider action on the appointment of a new member to the Municipal Development District Board of Directors

9. Resolution

A. Discuss and consider action on Resolution 081023-01 awarding the street maintenance contract to J Clark construction and approving the associated terms and fees

B. Discuss and consider action on Resolution No. 081023-02 authorizing the City Administrator to enter into an agreement with Tyler Technologies (Incode Software)

C. Discuss and consider action on a revision to the Agreement for Provisions of Professional Services between the City of La Vernia and The La Vernia Municipal Development District (Currently dated 6-11-2018)

10. Executive Session

A. Pursuant to Local Government Code §551.074 of the Open Meeting Act. Tex. Gov't Code, the City Council will meet in executive session to deliberate the annual job performance of the City Administrator

11. Items Specific to Future Line Items on the Agenda

- Special meeting for budget workshop

12. Adjourn

DECORUM REQUIRED

Any disruptive behavior, including shouting or derogatory statements or comments may be ruled out of order to the Presiding Officer. Continuation of this type of behavior could result in a request by the Presiding Officer that the individual leave the meeting, and if refused, an order of removal.

The City Council for the City of La Vernia reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by the Texas Open Meetings Act, Texas Governmental Code §551.071 (Consultation with Attorney), §551.072 (Deliberations about Real Property), §551.073 (Deliberations about Gifts and

Donations), §551.074 (Personnel Matters), §551.076 (Deliberations about Security Devices), and §551.087 (Economic Development), and any other provisions under Texas law that permits a governmental body to discuss a matter in closed executive session.

The City of La Vernia Council meetings are available to all persons regardless of disability. The facility is wheelchair-accessible parking spaces are available. Request for accommodations, should you require special assistance, must be made 48 hours prior to this meeting. Braille is not available. Please contact the City Secretary at (830) 779-4541 or email Lboyd@lavernia-tx.gov.

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the governing body of the above-named La Vernia City Council is a true and correct copy of said Notice and that I posted true and correct copy of said Notice on the bulletin boards of the City Hall of said La Vernia, Texas, a place convenient and readily accessible to the general public at all times, and said Notice was posted on **August 7th at 5:00 PM** and remained so posted continuously for at least 72 Hours proceeding the scheduled time of said meeting.

Lindsey Wheeler, City Secretary



CITY COUNCIL MEETING

102 E. Chihuahua St., La Vernia, Texas 78121

July 20, 2023

6:30 PM

MINUTES

1. Call to Order

The meeting was called to order at 6:32 pm

2. Invocation & Pledge of Allegiance

Pastor Bobby Nixon prayed and Mayor Poore led the pledges

Mayor Poore along with Councilmembers Recker, Oates, Gilbert, Rabel, and Rauschuber were present

3. Citizens to Be Heard

(At this time, citizens who have filled out a registration form prior to the start of the meeting may speak on any topic they wish to bring to the attention of the governing body so long as that topic is not on the agenda for this meeting. Citizens may speak on specific agenda items when that item is called for discussion. During the Citizens to Be Heard section no council action may take place and no council discussion or response is required to the speaker. A time limit of three minutes per speaker is permitted; the council may extend this time at their discretion.)

Resident Dan Hughes spoke regarding liquid discharge entering his property from what he believes to be The Texan gas station land site, he claims that two of his young cows have recently passed away with an assumed connection to this discharge, he claims that the discharge smells foul and appears to be more than water

4. Consent Agenda

(All consent agenda items are considered routine by City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember requests an item be removed and considered separately.)

- A. Financials and check register for May and June 2023
- B. Meeting minutes from 06-08-23 Joint City Council and Planning and Zoning Meeting
- C. Meeting Minutes from 06-08-23 City Council Meeting

Councilmember Recker made a motion to accept the consent agenda as listed, seconded by Councilmember Gilbert, all in favor

5. Presentations

- A. Presentation of Texas Workforce Commission summer employee, Cristan Perez

City Administrator Yvonne Griffen introduced Cristan Perez

6. Public Hearing

- A. The City of La Vernia City Council will hold a public hearing at the request of land owners SANDERS, DAVID & MARGARET

Property: Current Legal Description: 243 WISEMAN LANE LA VERNIA, TX 78121 CITY OF LA VERNIA, LOT 303 (PT) & 303A, ACRES 10.84 proposed to be a mixed-use planned development

Request: to create a Planned Development which would be zoned as PD (Currently Residential Agricultural Zoning, R-A)

A.1 Open Public Hearing

A.2 Requestor Presentation

A.3 Staff Presentation

A.4 Receive Public Comments

A.5 Close Public Hearing

A.6 Discuss and consider action on Ordinance No. 072023-01 the re-zone/ PD of the location specifically known as 243 WISEMAN LANE LA VERNIA, TX 78121 CITY OF LA VERNIA, LOT 303 (PT) & 303A, ACRES 10.84

A.1 Open Public Hearing

The public hearing was opened at 6:46 pm

A.2 Requestor Presentation

There was no requestor presentation

A.3 Staff Presentation

The staff recommended that the Council table the decision regarding this public hearing to a future meeting as the requestors have indicated to staff that they would like more time to prepare the Planned Development Document

A.4 Receive Public Comments

No public comments were made

A.5 Close Public Hearing

The public hearing was closed at 6:47 pm

A.6 Discuss and consider action on Ordinance No. 072023-01 the re-zone/ PD of the location specifically known as 243 WISEMAN LANE LA VERNIA, TX 78121 CITY OF LA VERNIA, LOT 303 (PT) & 303A, ACRES 10.84

Councilmember Recker made a motion to table this action to a future meeting, seconded by Councilmember Oates, all in favor

- B. Public hearing regarding the request of the City of La Vernia on the proposed amendments to the City's Land Use Assumptions (LUA's) and Capital Improvement Plans (CIP) relating to impact fees.

A.1 Open Public Hearing

A.2 Requestor Presentation

A.3 Staff Presentation

A.4 Receive Public Comments

A.5 Close Public Hearing

A.6 **Discuss only, no action to be taken** Ordinance No. 072023-02 approving the amendments to the City's Land Use Assumptions (LUA's) and Capital Improvement Plans (CIP) and approving water and wastewater impact fees

A.1 Open Public Hearing

The public hearing was opened at 6:49 pm

A.2 Requestor Presentation

No requestor presentation

A.3 Staff Presentation

No staff presentation

A.4 Receive Public Comments

Jeanine Schoenert, a local land developer, spoke to the Council regarding her request to be "grandfathered in" the existing impact fee rate rather than paying the proposed rates if adopted

Jeff and Kathy Townes, local land developers, spoke to the Council reiterating what Jeanine Schoenert said

A.5 Close Public Hearing

The public hearing was closed at 7:09 pm

A.6 Discuss only, no action to be taken Ordinance No. 072023-02 approving the amendments to the City's Land Use Assumptions (LUA's) and Capital Improvement Plans (CIP) and approving water and wastewater impact fees

The Council would like staff to discuss the requests of public comments with the city attorney's office and discover the feasibility and options available

7. Discussion/Action

- A. Discuss and consider action on the proposed engagement letter from Armstrong and Vaughn regarding the FY 2023 Audit

Councilmember Oates made a motion to accept the engagement letter from Armstrong and Vaughn regarding the FY 2023 Audit, seconded by Councilmember Recker, all in favor

- B. Discuss and consider approval on appointing Dawn Polasek Barnett, Wilson County Tax Assessor-Collector, as the designated officer to calculate the No-New Revenue Tax Rate and the Voter-Approval Tax Rate for the 2022 tax year, as outlined in Chapter 26 of the Texas Tax Code

Councilmember Recker made a motion to appoint Dawn Polasek Barnett, Wilson County Tax Assessor-Collector, as the designated officer to calculate the No-New Revenue Tax Rate and the Voter-Approval Tax Rate for the 2022 tax year, as outlined in Chapter 26 of the Texas Tax Code, seconded by Councilmember Rauschuber, all in favor

- C. Discuss and consider action on an amendment to interlocal agreement for police services between La Vernia Independent School District and the City of La Vernia

Councilmember Gilbert made a motion to approve the amendment to the interlocal agreement for police services between the La Vernia Independent School District and the City of La Vernia, seconded by Councilmember Recker, all in favor

8. Resolutions

- A. Discuss and consider action on Resolution No. 072023-01 awarding the street maintenance contract to a qualified bidder

Frank Jaster, representing the Cities engineering firm, KCI, spoke on the phone regarding the street maintenance bids

The council asks the staff to set up a meeting the following week to discuss this matter further

Councilmember Recker made a motion to seek no action on this item tonight, seconded by Councilmember Rabel, all in favor

- B. Discuss and consider action on Resolution No. 072023-02 authorizing the City Administrator to declare certain city property surplus and authorizing the sale of said property in the manner most advantageous to the City of La Vernia

Detective Beck presents regarding selling a city-owned Chevrolet Tahoe at auction

Councilmember Oates made a motion to approve Resolution No. 072023-02 authorizing the City Administrator to declare certain city property surplus and authorizing the sale of said property in the manner most advantageous to the City of La Vernia, seconded by Councilmember Gilbert, all in favor

9. Executive Session

- A. The City of La Vernia City Council will adjourn into Executive Session as authorized by the Texas Open Meetings Act, Texas Governmental Code Sec. 551.072. DELIBERATION REGARDING REAL PROPERTY; to discuss matters related to the property located at Lot 8a in the Country Gardens subdivision in La Vernia, Texas Reconvene into regular session and take action/ or give direction, if necessary, on items discussed in Executive Session

- B. The City of La Vernia City Council will adjourn into Executive Session as authorized by the Texas Open Meetings Act, Texas Governmental Code Sec. 551.072. DELIBERATION REGARDING REAL PROPERTY; to discuss matters related to the property located at 440 BLUEBONNET RD LA VERNIA, TX 78121 Reconvene into regular session and take action/ or give direction, if necessary, on items discussed in Executive Session

The council adjourned into executive session at 7:45 pm

The council reconvened into regular session at 8:08 pm

Councilmember Recker made a motion to sell the property located at Lot 8a in the Country Gardens subdivision in La Vernia, Texas, provided that the city is provided access rights, seconded by Councilmember Rauschuber, all in favor

Councilmember Oates made a motion not to sell the property located at 440 BLUEBONNET RD LA VERNIA, TX 78121, however, to ensure that the city looks into placing a fence and increasing functional drainage at the property site, seconded by Councilmember Recker, all in favor

10. Items Specific to Future Line Items on the Agenda

-revisit the Planned Development proposition at Wiseman Ln

- Revisit both items discussed in the executive session tonight
- Street meeting next week
- Budget workshop next week
- discussion regarding isolation valves at the budget meeting
- discussion regarding the emergency prep plan at the budget meeting

11. Adjourn

Councilman Oates made a motion to adjourn the meeting at 8:14 pm, seconded by Councilman Rabel, all in favor

DECORUM REQUIRED

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I, the undersigned authority, do hereby certify that the above Notice of Meeting of the governing body of the above-named La Vernia City Council is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin boards of the City Hall of said La Vernia, Texas, a place convenient and readily accessible to the general public at all times, and said Notice was posted on **July 15th, 2023 at 5:00 pm** and remained so posted continuously for at least 72 Hours proceeding the scheduled time of the said meeting.

Lindsey Wheeler, City Secretary



**City of La Vernia
CITY COUNCIL & MUNICIPAL DEVELOPMENT DISTRICT
JOINT BUDGET WORKSHOP**

City Council Chambers of La Vernia City Hall
102 E. Chihuahua Street, La Vernia, Texas 78121

**July 27th, 2023
6:00 p.m. or immediately following the special City Council meeting**

Minutes

1. Call to Order- City Council

2. Discussion/Action

- A.** Discuss the proposed City of La Vernia and Municipal Development District 2023 - 2024 Fiscal Year budget.

The meeting was called to order at 6:09 pm

Mayor Poore was present along with Councilmembers Recker, Oates, Gilbert, and Rabel, Councilmember Rauschuber was not present

Representing the Municipal Development District was Dianell Recker and Gary Gilbert, Thus, there was no quorum for the Municipal Development District

The City Administrator, Yvonne Griffin presents regarding budget plans for the upcoming fiscal year

3. Adjourn

Councilman Oates made a motion to adjourn the meeting at 8:48 pm, seconded by Councilmember Recker, all in favor

The City Council for the City of La Vernia reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by the Texas Open Meetings Act, Texas Governmental Code §551.071 (Consultation with Attorney), §551.072 (Deliberations about Real Property), §551.073 (Deliberations about Gifts and Donations), §551.074 (Personnel Matters), §551.076 (Deliberations about Security Devices), and §551.086 (Economic Development), and any other provisions under Texas law that permits a governmental body to discuss a matter in closed executive session.

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Lindsey Wheeler, City Secretary



City of La Vernia
102 E. Chihuahua St.
La Vernia, Texas 78121
Special City Council Meeting

July 27, 2023
5:30 PM

Minutes

1. Call to Order

The meeting was called to order at 5:30 pm

2. Invocation & Pledge of Allegiance

Councilmember Recker led the prayer, and Mayor Poore led the pledges

3. Citizens to be Heard

(At this time, citizens who have filled out a registration form prior to the start of the meeting may speak on any topic they wish to bring to the attention of the governing body so long as that topic is not on the agenda for this meeting. Citizens may speak on specific agenda items when that item is called for discussion. During the Citizens to be Heard section no council action may take place and no council discussion or response is required to the speaker. A time limit of three minutes per speaker is permitted; the council may extend this time at their discretion)

Resident and Planning and Zoning Commission member, Chris Jacobs spoke regarding the proposed impact fees and the possibility of “grandfathering in” certain subdivisions to the current impact fee rates prior to the change

4. Discussion and Consider Action

- A) Discuss and consider action on Ordinance No. 072023-02 regarding the amendments to the City’s Land Use Assumptions (LUA’s) and Capital Improvement Plans (CIP) and approving water and wastewater impact fees

Councilman Gilbert made a motion to approve the amendments to the City’s Land Use Assumptions (LUA’s) and Capital Improvement Plans (CIP) and approving water and wastewater impact fees as listed, seconded by Councilmember Oates, all in favor

- B) Discuss and consider action on Resolution No. 072023-01 awarding the street maintenance contract to a qualified bidder

Councilman Oates made a motion to accept the bid of J. Clark Construction for the street maintenance contract and approve Resolution No. 072023-01, seconded by Councilmember Gilbert, all in favor

5. Adjourn

Councilmember Oates made a motion to adjourn the meeting at 5:59 pm, seconded by Councilmember Gilbert, all in favor

DECORUM REQUIRED

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Lindsey Wheeler, City Secretary

TRIAL BALANCE - ALL FUNDS
July 2023

Account Title Number	Beg-Bal-Mo	Debits/MTD	Credits/MTD	Ending Balance	Adjustments		
	Beg-Bal-Yr	Debits/YTD	Credits/YTD		Debit	Dr-Rev	Credit
<hr/>							
A S S E T S							
<hr/>							
COMBINED GENERAL FUND CHECKING	149,476.27	181,252.21	141,859.10	188,869.38			
10-100-100	151,594.16	2,129,328.08	2,092,052.86				
TEXPOOL	844,929.16	0.00	0.00	844,929.16			
10-100-175	821,635.53	23,293.63	0.00				
CREDIT CARD RECEIVABLE	33,732.00	12,313.37	0.00	46,045.37			
10-110-200	0.00	152,163.70	106,118.33				
PREPAID EXPENSES (EOY)	2,649.45	0.00	0.00	2,649.45			
10-110-400	15,106.57	751.24	13,208.36				
TAXES RECEIVABLES	(220,804.00)	0.00	0.00	(220,804.00)			
10-110-415	10,063.84	0.00	230,867.84				
ALLOWANCE FOR UNCOLLECTABLE	(1,890.95)	0.00	0.00	(1,890.95)			
10-110-416	(1,890.95)	0.00	0.00				
ACCOUNTS RECEIVABLES	8,097.60	0.00	0.00	8,097.60			
10-110-425	8,097.60	0.00	0.00				
SALES TAX RECEIVABLES	234,686.99	0.00	0.00	234,686.99			
10-110-430	234,686.99	0.00	0.00				
FRANCHISE TAX RECEIVABLES	22,761.38	0.00	0.00	22,761.38			
10-110-435	22,761.38	0.00	0.00				

TRIAL BALANCE - ALL FUNDS
July 2023

Account Title Number	Beg-Bal-Mo	Debits/MTD	Credits/MTD	Ending Balance	Adjustments		
	Beg-Bal-Yr	Debits/YTD	Credits/YTD		Debit	Dr-Rev	Credit
OTHER RECEIVABLE 10-110-441	35,640.00 35,640.00	0.00 0.00	0.00 0.00	35,640.00			
DUE FROM CAYETANO 10-110-502	5,580.82 5,883.04	0.00 0.00	33.58 335.80	5,547.24			
DUE FROM WS FUND 10-110-504	50,981.17 0.00	5,561.24 56,542.41	0.00 0.00	56,542.41			
CASH ACCOUNT - MDD 12-100-100	212,124.36 236,470.34	17,454.52 204,934.30	7,845.34 219,671.10	221,733.54			
MDD CHECKING ACCOUNT 12-100-110	1,730,840.04 1,322,774.92	46,786.03 454,851.15	0.00 0.00	1,777,626.07			
SCHERTZ - CD 12-100-130	(728.93) 161,985.13	0.00 0.00	0.00 162,714.06	(728.93)			
TEXPOOL 12-100-175	57,043.65 55,471.12	0.00 1,572.53	0.00 0.00	57,043.65			
DUE FROM GENERAL FUND 12-110-100	2,975.00 0.00	0.00 2,975.00	5,444.00 5,444.00	(2,469.00)			
PREPAID EXPENSES (EOY) 12-110-400	(220.44) 494.95	0.00 0.00	0.00 715.39	(220.44)			
SALES TAX RECEIVABLE 12-110-415	0.00 90,185.17	0.00 0.00	0.00 90,185.17	0.00			

**TRIAL BALANCE - ALL FUNDS
July 2023**

Account Title Number	Beg-Bal-Mo	Debits/MTD	Credits/MTD	Ending Balance	Adjustments			
	Beg-Bal-Yr	Debits/YTD	Credits/YTD		Debit	Dr-Rev	Credit	Cr-Rev
CASH - STREET MAINTENANCE 14-100-100	460,222.83 337,659.92	23,746.31 231,325.95	0.00 85,016.73	483,969.14				
TEXPOOL 14-100-175	257,597.29 250,495.75	0.00 7,101.54	0.00 0.00	257,597.29				
HOTEL CASH 15-100-100	118,561.80 77,798.08	5,659.60 63,450.14	0.00 17,026.82	124,221.40				
PREPAID EXPENSE 15-110-400	23,662.73 23,662.73	0.00 0.00	0.00 0.00	23,662.73				
ACCOUNTS RECEIVABLE - HOTEL 15-110-425	3,637.35 3,637.35	0.00 0.00	0.00 0.00	3,637.35				
CASH - FORFEITURE 16-100-100	814.19 12,009.33	1,193.32 1,998.18	0.00 12,000.00	2,007.51				
GRANT FUND 18-100-100	140,722.81 185,155.57	0.00 43,101.00	0.00 87,533.76	140,722.81				
COURTHOUSE SECURITY - CASH 25-100-100	3,668.71 2,558.40	61.82 1,172.13	0.00 0.00	3,730.53				
DUE FROM GENERAL FUND 25-110-210	300.31 0.00	49.30 349.61	0.00 0.00	349.61				
COURT TECHNOLOGY - CASH ACCT 35-100-100	13,920.73 12,914.41	50.47 1,056.79	0.00 0.00	13,971.20				
DUE FROM GENERAL FUND	260.65	48.00	0.00	308.65				

TRIAL BALANCE - ALL FUNDS
July 2023

Account Title Number	Beg-Bal-Mo	Debits/MTD	Credits/MTD	Ending Balance	Adjustments		
	Beg-Bal-Yr	Debits/YTD	Credits/YTD		Debit	Dr-Rev	Credit
35-110-270	0.00	308.65	0.00				
COMBINED FUNDS CHECKING	64,743.79	5,561.24	7,375.36	62,929.67			
40-100-100	69,022.34	71,991.08	78,083.75				
WATER/SEWER CHECKING ACCT	(66,177.53)	53,120.03	181,754.87	(194,812.37)			
40-100-150	148,030.20	991,773.73	1,334,616.30				
WATER/SEWER SAVINGS	0.26	0.00	0.00	0.26			
40-100-155	0.26	0.00	0.00				
ACCOUNTS RECEIVABLE - WATER	123,468.86	0.00	0.00	123,468.86			
40-110-100	123,468.86	0.00	0.00				
ALLOWANCE FOR UNCOLLECTABLE	(7,651.52)	0.00	0.00	(7,651.52)			
40-110-120	(7,651.52)	0.00	0.00				
NSF CHECK CLEARING ACCOUNT	68.99	262.52	262.52	68.99			
40-110-300	0.00	1,692.11	1,623.12				
PREPAID EXPENSES (EOY)	(1,934.06)	0.00	0.00	(1,934.06)			
40-110-615	1,232.43	0.00	3,166.49				
LAND	31,158.15	0.00	0.00	31,158.15			
40-180-100	31,158.15	0.00	0.00				
BUILDINGS AND IMPROVEMENTS	14,000.00	0.00	0.00	14,000.00			
40-180-110	14,000.00	0.00	0.00				
VEHICLES AND EQUIPMENT	506,977.62	0.00	0.00	506,977.62			
40-180-120	463,372.00	43,774.87	169.25				

TRIAL BALANCE - ALL FUNDS
July 2023

Account Title Number	Beg-Bal-Mo	Debits/MTD	Credits/MTD	Ending Balance	Adjustments		
	Beg-Bal-Yr	Debits/YTD	Credits/YTD		Debit	Dr-Rev	Credit
INFRASTRUCTURE 40-180-130	9,471,571.78 9,471,571.78	0.00 0.00	0.00 0.00	9,471,571.78			
ACCUM DEPRECIATION - BUILDINGS 40-180-180	(394,930.36) (394,930.36)	0.00 0.00	0.00 0.00	(394,930.36)			
ACCUM DEPRECIATION - EQUIPMENT 40-180-185	(225,534.23) (225,534.23)	0.00 0.00	0.00 0.00	(225,534.23)			
ACCUM DEPR - INFRASTRUCTURE 40-180-190	(4,407,262.66) (4,407,262.66)	0.00 0.00	0.00 0.00	(4,407,262.66)			
REFUNDING 40-250-125	(408,000.00) (408,000.00)	0.00 0.00	0.00 0.00	(408,000.00)			
TRANSFER IN 40-900-100	0.02 0.02	0.00 0.00	0.00 0.00	0.02			
UTILITIES CAPITAL PROJECT 41-100-100	60.74 0.00	0.00 60.74	0.00 0.00	60.74			
TEXPOOL 41-100-175	24.37 24.37	0.00 0.00	0.00 0.00	24.37			
WATER IMPACE FEES - CASH 50-100-100	71,869.85 67,129.77	632.64 5,372.72	0.00 0.00	72,502.49			
SEWER IMPACT FEES - CASH 51-100-100	12,888.24 11,810.29	129.72 1,207.67	0.00 0.00	13,017.96			

TRIAL BALANCE - ALL FUNDS
July 2023

Account Title Number	Beg-Bal-Mo	Debits/MTD	Credits/MTD	Ending Balance	Adjustments			
	Beg-Bal-Yr	Debits/YTD	Credits/YTD		Debit	Dr-Rev	Credit	Cr-Rev
* TOTAL ASSETS	8,976,585.28	353,882.34	344,574.77	8,985,892.85				
	9,034,293.03	4,492,148.95	4,540,549.13					
<hr/>								
LIABILITIES								
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ACCOUNTS PAYABLE	1,131.27	53,216.93	53,216.93	1,131.27				
10-200-010	1,131.27	1,191,591.46	1,191,591.46					
ACCRUED EXPENSES	9,261.83	0.00	0.00	9,261.83				
10-200-011	9,261.83	0.00	0.00					
DUE TO MDD FUND	3,570.00	0.00	0.00	3,570.00				
10-200-012	0.00	0.00	3,570.00					
CASH DRAWER OVER/UNDER	(249.69)	0.00	0.00	(249.69)				
10-200-015	(209.69)	60.00	20.00					
ED- XMAS SAVE	50.00	0.00	0.00	50.00				
10-200-099	50.00	0.00	0.00					
HF - XMAS SAVE	(100.00)	0.00	0.00	(100.00)				
10-200-103	(100.00)	0.00	0.00					
BR - XMAS SAVE	0.00	0.00	0.00	0.00				
10-200-106	11,500.00	11,500.00	0.00					
YG - XMAS SAVE	2,400.00	0.00	300.00	2,700.00				
10-200-107	2,875.00	3,250.00	3,075.00					

TRIAL BALANCE - ALL FUNDS
July 2023

Account Title Number	Beg-Bal-Mo	Debits/MTD	Credits/MTD	Ending Balance	Adjustments			
	Beg-Bal-Yr	Debits/YTD	Credits/YTD		Debit	Dr-Rev	Credit	Cr-Rev
TM- XMAS SAVE 10-200-112	800.00 1,150.00	0.00 1,300.00	100.00 1,050.00	900.00				
AFLORES - XMAS SAVE 10-200-115	0.00 735.00	0.00 1,085.00	0.00 350.00	0.00				
DKEIL- XMAS SAVE 10-200-117	960.00 450.00	0.00 600.00	120.00 1,230.00	1,080.00				
LFLORES X-MAS SAVINGS ACCOUNT 10-200-121	400.00 500.00	0.00 2,000.00	200.00 2,100.00	600.00				
DBUNTE X-MAS SAVINGS ACCOUNT 10-200-122	560.00 690.00	0.00 780.00	70.00 720.00	630.00				
TBECK- XMAS SAVINGS 10-200-123	800.00 1,150.00	0.00 1,300.00	100.00 1,050.00	900.00				
JVALDEZ - XMAS SAVINGS 10-200-124	1,100.00 1,200.00	0.00 2,000.00	200.00 2,100.00	1,300.00				
SGOOLSBY- XMAS SAVINGS 10-200-125	320.00 380.00	0.00 440.00	40.00 420.00	360.00				
HRIOS- X-MAS SAVINGS 10-200-126	1,600.00 0.00	0.00 300.00	200.00 2,100.00	1,800.00				
MVALDEZ - XMAS SAVINGS 10-200-127	250.00 0.00	0.00 0.00	100.00 350.00	350.00				
HULL XMAS SAVINGS	0.00	0.00	20.00	20.00				

TRIAL BALANCE - ALL FUNDS
July 2023

Account Title Number	Beg-Bal-Mo	Debits/MTD	Credits/MTD	Ending Balance	Adjustments		
	Beg-Bal-Yr	Debits/YTD	Credits/YTD		Debit	Dr-Rev	Credit
10-200-128	0.00	0.00	20.00				
AFLAC POST TAX PAYABLE	3.20	158.00	158.40	3.60			
10-200-145	0.00	1,659.60	1,663.20				
AFLAC PRE TAX PAYABLE	38.98	455.62	455.22	38.58			
10-200-146	0.00	4,877.85	4,916.43				
ACCRUED WAGES	19,050.53	0.00	0.00	19,050.53			
10-200-190	19,050.53	0.00	0.00				
DUE TO COURT SECURITY	300.31	0.00	49.30	349.61			
10-200-210	0.00	0.00	349.61				
DUE TO TECHNOLOGY	260.65	0.00	48.00	308.65			
10-200-270	0.00	0.00	308.65				
DEFERRED REVENUES	8,172.89	0.00	0.00	8,172.89			
10-200-310	8,172.89	0.00	0.00				
DUE TO WATER	32.43	0.00	0.00	32.43			
10-200-405	0.00	0.00	32.43				
DUE TO WATER IMPACT FEES	316.32	0.00	0.00	316.32			
10-200-407	0.00	0.00	316.32				
DUE TO SEWER IMPACT FEES	32.43	0.00	0.00	32.43			
10-200-408	0.00	0.00	32.43				
COLLECTIONS PAYABLE	10,885.30	0.00	524.43	11,409.73			
10-210-120	4,951.75	3,743.66	10,201.64				

TRIAL BALANCE - ALL FUNDS
July 2023

Account Title Number	Beg-Bal-Mo	Debits/MTD	Credits/MTD	Ending Balance	Adjustments		
	Beg-Bal-Yr	Debits/YTD	Credits/YTD		Debit	Dr-Rev	Credit
FICA PAYABLE	(13,146.46)	12,462.78	12,462.78	(13,146.46)			
10-215-140	0.00	139,478.38	126,331.92				
MEDICAL PAYABLE	(6,778.07)	14,388.88	15,482.26	(5,684.69)			
10-215-145	0.00	149,133.03	143,448.34				
TMRS PAYABLE	19,264.84	8,969.74	10,281.98	20,577.08			
10-215-155	0.00	116,770.38	137,347.46				
INCOME TAX PAYABLE	(155.53)	6,434.52	6,434.52	(155.53)			
10-215-160	0.00	68,177.38	68,021.85				
FUND BALANCE	1,232,380.43	0.00	0.00	1,232,380.43			
10-270-000	1,232,380.43	0.00	0.00				
ACCOUNTS PAYABLE	6,919.33	0.00	0.00	6,919.33			
12-200-011	6,919.33	0.00	0.00				
ACCRUED WAGES	741.50	0.00	0.00	741.50			
12-200-190	741.50	0.00	0.00				
FICA LIABILITY	413.16	421.04	421.04	413.16			
12-215-140	0.00	3,726.96	4,140.12				
MEDICAL PAYABLE	539.41	58.97	58.98	539.42			
12-215-146	0.00	4,397.77	4,937.19				
TMRS PAYABLE	(3,971.13)	342.63	0.00	(4,313.76)			
12-215-155	0.00	7,041.23	2,727.47				

TRIAL BALANCE - ALL FUNDS

July 2023

Account Title Number	Beg-Bal-Mo	Debits/MTD	Credits/MTD	Ending Balance	Adjustments		
	Beg-Bal-Yr	Debits/YTD	Credits/YTD		Debit	Dr-Rev	Credit
FEDERAL TAX LIABILITY	97.97	162.36	162.36	97.97			
12-215-160	0.00	1,754.45	1,852.42				
FUND BALANCE	1,859,062.62	0.00	0.00	1,859,062.62			
12-270-000	1,859,062.62	0.00	0.00				
SALES TAX RECEIVABLE	0.01	0.00	0.00	0.01			
14-110-430	(46,173.56)	0.00	46,173.57				
ACCOUNTS PAYABLE	0.00	0.00	0.00	0.00			
14-200-010	0.00	85,016.73	85,016.73				
FUND BALANCE	634,329.23	0.00	0.00	634,329.23			
14-270-000	634,329.23	0.00	0.00				
ACCOUNTS PAYABLE	0.00	0.00	0.00	0.00			
15-200-010	0.00	10,949.19	10,949.19				
FUND BALANCE	105,098.16	0.00	0.00	105,098.16			
15-270-000	105,098.16	0.00	0.00				
FUND BALANCE	12,009.33	0.00	0.00	12,009.33			
16-270-000	12,009.33	0.00	0.00				
ACCOUNTS PAYABLE	0.00	0.00	0.00	0.00			
18-200-010	0.00	87,533.76	87,533.76				
DEFERRED REVENUE	185,155.57	0.00	0.00	185,155.57			
18-200-310	185,155.57	0.00	0.00				
FUND BALANCE	2,558.40	0.00	0.00	2,558.40			

TRIAL BALANCE - ALL FUNDS

July 2023

Account Title Number	Beg-Bal-Mo	Debits/MTD	Credits/MTD	Ending Balance	Adjustments			
	Beg-Bal-Yr	Debits/YTD	Credits/YTD		Debit	Dr-Rev	Credit	Cr-Rev
25-270-000	2,558.40	0.00	0.00					
FUND BALANCE	12,914.41	0.00	0.00	12,914.41				
35-270-000	12,914.41	0.00	0.00					
PAYCLIX PAYMENTS	(143,271.98)	72,086.60	0.00	(215,358.58)				
40-110-201	0.00	658,222.68	442,864.10					
ACCOUNTS PAYABLE	28,497.89	171,227.61	171,227.61	28,497.89				
40-200-010	28,497.89	1,222,594.02	1,222,594.02					
CASH OVER/SHORT ACCOUNT	(241.60)	0.00	0.00	(241.60)				
40-200-015	(41.60)	200.00	0.00					
DUE TO GENERAL FUND	50,981.17	0.00	5,561.24	56,542.41				
40-200-020	0.00	0.00	56,542.41					
THELGESON XMAS	800.00	0.00	100.00	900.00				
40-200-104	100.00	250.00	1,050.00					
ACCRUED WAGES	3,007.37	0.00	0.00	3,007.37				
40-200-110	3,007.37	0.00	0.00					
JD- XMAS SAVINGS	1,120.00	0.00	140.00	1,260.00				
40-200-119	1,495.00	1,690.00	1,455.00					
AFLAC PAYABLE	82.80	33.12	33.12	82.80				
40-200-125	0.00	264.96	347.76					
FICA PAYABLE	(459.88)	1,240.38	1,240.38	(459.88)				
40-200-140	0.00	13,966.16	13,506.28					

TRIAL BALANCE - ALL FUNDS
July 2023

Account Title Number	Beg-Bal-Mo	Debits/MTD	Credits/MTD	Ending Balance	Adjustments			
	Beg-Bal-Yr	Debits/YTD	Credits/YTD		Debit	Dr-Rev	Credit	Cr-Rev
MEDICARE PAYABLE	(49.68)	0.00	0.00	(49.68)				
40-200-145	0.00	49.68	0.00					
MEDICAL PAYABLE	(9,268.67)	2,476.35	1,668.16	(10,076.86)				
40-200-150	0.00	27,997.65	17,920.79					
TMRS PAYABLE	(5,516.70)	1,864.12	1,004.44	(6,376.38)				
40-200-155	0.00	24,030.50	17,654.12					
INCOME TAX PAYABLE	57.56	585.94	585.94	57.56				
40-200-160	0.00	6,444.10	6,501.66					
OVERPAYMENT	20,161.10	0.00	0.00	20,161.10				
40-200-200	20,161.10	0.00	0.00					
WATER DEPOSITS	94,832.44	0.00	0.00	94,832.44				
40-200-210	94,832.44	0.00	0.00					
ACCRUED VACATION	3,454.57	0.00	0.00	3,454.57				
40-200-220	3,454.57	0.00	0.00					
ACCRUED INTEREST PAYABLE	10,977.00	0.00	0.00	10,977.00				
40-220-300	10,977.00	0.00	0.00					
BOND OUTSTANDING	2,400,000.00	0.00	0.00	2,400,000.00				
40-250-100	2,400,000.00	0.00	0.00					
SARA LOAN 2005 (LT LIABILITY)	237,652.57	0.00	0.00	237,652.57				
40-250-110	237,652.57	0.00	0.00					

TRIAL BALANCE - ALL FUNDS
 July 2023

Account Title Number	Beg-Bal-Mo	Debits/MTD	Credits/MTD	Ending Balance	Adjustments			
	Beg-Bal-Yr	Debits/YTD	Credits/YTD		Debit	Dr-Rev	Credit	Cr-Rev
CURRENT PORTION OF BONDS O/S 40-250-130	217,399.00 217,399.00	0.00 0.00	0.00 0.00	217,399.00				
CUR POTION OF BONDS O/S CONT 40-250-140	(217,399.00) (217,399.00)	0.00 0.00	0.00 0.00	(217,399.00)				
PREMIUM ON BONDS 40-250-150	128,584.00 128,584.00	0.00 0.00	0.00 0.00	128,584.00				
FUND BALANCE 40-270-000	180,536.15 180,536.15	0.00 0.00	0.00 0.00	180,536.15				
INVESTED IN CAPITAL ASSETS 40-300-210	1,778,138.11 1,778,138.11	0.00 0.00	0.00 0.00	1,778,138.11				
FUND BALANCE 41-270-000	24.37 24.37	0.00 0.00	0.00 0.00	24.37				
DUE FROM GENERAL FUND 50-200-407	(316.32) 0.00	0.00 316.32	0.00 0.00	(316.32)				
FUND BALANCE 50-300-010	67,129.77 67,129.77	0.00 0.00	0.00 0.00	67,129.77				
DUE FROM GENERAL FUND 51-200-408	(64.86) 0.00	0.00 64.86	0.00 0.00	(64.86)				
FUND BALANCE 51-300-010	11,810.29 11,810.29	0.00 0.00	0.00 0.00	11,810.29				
* TOTAL LIABILITIES	8,968,037.10	346,585.59	282,767.09	8,904,218.60				

TRIAL BALANCE - ALL FUNDS
 July 2023

Account Title Number	Beg-Bal-Mo	Debits/MTD	Credits/MTD	Ending Balance	Adjustments		
	Beg-Bal-Yr	Debits/YTD	Credits/YTD		Debit	Dr-Rev	Credit
	9,034,293.03	3,856,557.76	3,726,483.33				
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R E V E N U E S							
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AD VALORUM TAXES - CURRENT 10-400-010	331,005.84 0.00	0.00 26,651.67	5,803.52 363,461.03	336,809.36			
AD VALORUM TAXES - DELINQUENT 10-400-015	2,249.24 0.00	0.00 183.58	108.45 2,541.27	2,357.69			
AD VALORUM TAXES - ATT FEES 10-400-020	361.95 0.00	0.00 30.49	16.63 409.07	378.58			
AD VALORUM TAXES - PEN & INT 10-400-025	716.75 0.00	0.00 19.67	348.63 1,085.05	1,065.38			
AD VALORUM TAXES - TAX CERT 10-400-030	32.55 0.00	0.00 0.00	0.00 32.55	32.55			
PARK USE INCOME 10-400-050	4,732.00 0.00	0.00 75.00	340.00 5,147.00	5,072.00			
FOOD LICENSE INCOME 10-400-060	17,985.00 0.00	0.00 0.00	250.00 18,235.00	18,235.00			
PERMITS 10-400-065	74,322.47 0.00	0.00 0.00	12,850.92 87,173.39	87,173.39			
VARIANCE, ZONING, SUP REQUEST	1,550.00	0.00	300.00	1,850.00			

TRIAL BALANCE - ALL FUNDS
 July 2023

Account Title Number	Beg-Bal-Mo	Debits/MTD	Credits/MTD	Ending Balance	Adjustments			
	Beg-Bal-Yr	Debits/YTD	Credits/YTD		Debit	Dr-Rev	Credit	Cr-Rev
10-400-066	0.00	0.00	1,850.00					
CREDIT CARD REWARD REVENUE	10,099.00	0.00	0.00	10,099.00				
10-400-070	0.00	0.00	10,099.00					
CONTRACTOR REGISTRATION	3,150.00	0.00	300.00	3,450.00				
10-400-071	0.00	0.00	3,450.00					
INTEREST INCOME	24,358.01	0.00	0.00	24,358.01				
10-400-080	0.00	0.00	24,358.01					
MISC INCOME	2,338.66	0.00	6.00	2,344.66				
10-400-095	0.00	0.00	2,344.66					
STATE SALES TAX	638,136.16	0.00	94,985.25	733,121.41				
10-400-110	0.00	0.00	733,121.41					
PROPERTY RELEIF SALES TAX	159,534.05	0.00	23,746.31	183,280.36				
10-400-115	0.00	0.00	183,280.36					
MIXED BEVERAGE TAX	17,019.83	0.00	2,323.28	19,343.11				
10-400-120	0.00	400.00	19,743.11					
FRANCHISE TAX	60,543.02	0.00	18,153.50	78,696.52				
10-400-150	0.00	42.00	78,738.52					
AMERICAN TOWER LEASE	15,657.28	0.00	0.00	15,657.28				
10-400-151	0.00	0.00	15,657.28					
CERTIFICATE OF OCCUPANCY	2,350.00	0.00	125.00	2,475.00				
10-400-155	0.00	50.00	2,525.00					

TRIAL BALANCE - ALL FUNDS
July 2023

Account Title Number	Beg-Bal-Mo	Debits/MTD	Credits/MTD	Ending Balance	Adjustments		
	Beg-Bal-Yr	Debits/YTD	Credits/YTD		Debit	Dr-Rev	Credit
LITTLE LEAGUE ANNUAL FEES 10-400-156	21,375.00 0.00	0.00 0.00	0.00 21,375.00	21,375.00			
LEOSE TRAINING INCOME 10-400-451	944.11 0.00	0.00 0.00	0.00 944.11	944.11			
MISC INCOME 10-410-285	9,250.00 0.00	0.00 770.00	0.00 10,020.00	9,250.00			
LVISD SRO OFFICER 10-410-286	68,608.54 0.00	0.00 0.00	24,844.18 93,452.72	93,452.72			
COPS LVISD 10-410-296	18,648.75 0.00	0.00 0.00	0.00 18,648.75	18,648.75			
LVISD ADMINISTRATION FEES 10-410-297	6,314.65 0.00	0.00 0.00	0.00 6,314.65	6,314.65			
POLICE REPORTS 10-410-298	414.00 0.00	0.00 0.00	57.60 471.60	471.60			
MDD OVERHEAD TRANSFER IN 10-410-300	39,082.00 0.00	0.00 0.00	0.00 39,082.00	39,082.00			
INDINGENT DEFENSE FUND (IDF) 10-415-315	94.44 0.00	0.00 0.00	10.00 104.44	104.44			
LOCAL TRAFFIC FINE 10-415-320	696.05 0.00	0.00 0.00	57.14 753.19	753.19			

TRIAL BALANCE - ALL FUNDS
 July 2023

Account Title Number	Beg-Bal-Mo	Debits/MTD	Credits/MTD	Ending Balance	Adjustments			
	Beg-Bal-Yr	Debits/YTD	Credits/YTD		Debit	Dr-Rev	Credit	Cr-Rev
LOCAL CONSOLIDATED COURT COST 10-415-321	617.94 0.00	0.00 0.00	28.00 645.94	645.94				
MOVING VIOLATION FEE (MVF) 10-415-325	1.68 0.00	0.00 0.00	0.00 1.68	1.68				
STATE JURY FEE (JRF) 10-415-330	188.87 0.00	0.00 0.00	20.00 208.87	208.87				
STATE JUDICIAL SUPPORT FUND (J) 10-415-335	283.31 0.00	0.00 0.00	30.00 313.31	313.31				
STATE CONSOLIDATED COURT COST 10-415-340	21,104.07 0.00	0.00 0.00	1,540.27 22,644.34	22,644.34				
STATE TRAFFIC FINE (STF) 10-415-345	10,009.01 0.00	0.00 0.00	702.15 10,711.16	10,711.16				
FINE 10-415-355	33,771.98 0.00	0.00 0.00	2,938.65 36,710.63	36,710.63				
TIME PAYMENT FEE 10-415-360	175.00 0.00	0.00 0.00	38.09 213.09	213.09				
WARRANT FEE 10-415-365	4,680.19 0.00	0.00 0.00	426.19 5,106.38	5,106.38				
ADMINISTRATIVE FEE 10-415-370	590.00 0.00	0.00 0.00	40.00 630.00	630.00				
DISMISSAL FEE	1,640.00	0.00	40.00	1,680.00				

TRIAL BALANCE - ALL FUNDS
July 2023

Account Title Number	Beg-Bal-Mo	Debits/MTD	Credits/MTD	Ending Balance	Adjustments		
	Beg-Bal-Yr	Debits/YTD	Credits/YTD		Debit	Dr-Rev	Credit
10-415-371	0.00	0.00	1,680.00				
ARREST FEE	1,743.85	0.00	128.09	1,871.94			
10-415-372	0.00	0.00	1,871.94				
OMNI COLLECTION FEE	1,797.39	0.00	155.72	1,953.11			
10-415-380	0.00	0.00	1,953.11				
DEFERRED FEE	9,229.67	0.00	336.16	9,565.83			
10-415-385	0.00	0.00	9,565.83				
SCHOOL ZONE VIOLATION FEE	505.43	0.00	0.00	505.43			
10-415-391	0.00	0.00	505.43				
TRUANCY PREVENTION FEE	1,449.95	0.00	108.09	1,558.04			
10-415-392	0.00	0.00	1,558.04				
SEATBELT FEE	296.00	0.00	0.00	296.00			
10-415-393	0.00	0.00	296.00				
LOCAL TRUANCY PREVENTION	5.00	0.00	0.00	5.00			
10-415-394	0.00	0.00	5.00				
BANK INTEREST	9,009.98	0.00	0.00	9,009.98			
12-400-080	0.00	0.00	9,009.98				
SALES TAX	311,650.75	0.00	46,786.03	358,436.78			
12-400-110	0.00	0.00	358,436.78				
EVENT VENDORS/DONATIONS	23,805.00	0.00	12,010.52	35,815.52			
12-400-120	0.00	0.00	35,815.52				

TRIAL BALANCE - ALL FUNDS

July 2023

Account Title Number	Beg-Bal-Mo	Debits/MTD	Credits/MTD	Ending Balance	Adjustments		
	Beg-Bal-Yr	Debits/YTD	Credits/YTD		Debit	Dr-Rev	Credit
STREET MAINTENANCE TAX 14-400-010	159,534.05 0.00	0.00 0.00	23,746.31 183,280.36	183,280.36			
INTEREST INCOME 14-400-080	8,973.56 0.00	0.00 0.00	0.00 8,973.56	8,973.56			
INTEREST INCOME 15-400-080	454.60 0.00	0.00 0.00	0.00 454.60	454.60			
HOTEL TAX REVENUE 15-400-100	51,258.31 0.00	0.00 6,077.63	5,659.60 62,995.54	56,917.91			
FORFEITURES 16-400-010	770.00 0.00	0.00 0.00	1,193.32 1,963.32	1,963.32			
INTEREST 16-400-080	34.86 0.00	0.00 0.00	0.00 34.86	34.86			
PD/FIRE RADIO GRANT 18-417-100	43,101.00 0.00	0.00 0.00	0.00 43,101.00	43,101.00			
INTEREST 25-400-080	14.20 0.00	0.00 0.00	0.00 14.20	14.20			
COURTHOUSE SECURITY FEES 25-410-210	1,396.42 0.00	0.00 0.00	111.12 1,507.54	1,507.54			
INTEREST 35-400-080	62.46 0.00	0.00 0.00	0.00 62.46	62.46			

TRIAL BALANCE - ALL FUNDS
 July 2023

Account Title Number	Beg-Bal-Mo	Debits/MTD	Credits/MTD	Ending Balance	Adjustments			
	Beg-Bal-Yr	Debits/YTD	Credits/YTD		Debit	Dr-Rev	Credit	Cr-Rev
STATE COURT COST - TECH FEE 35-410-270	1,204.51 0.00	0.00 0.00	98.47 1,302.98	1,302.98				
INTEREST INCOME 40-400-080	512.77 0.00	0.00 0.00	0.00 512.77	512.77				
MISC INCOME 40-400-095	1,122.00 0.00	0.00 0.00	0.00 1,122.00	1,122.00				
NSF CHECK FEE 40-400-125	180.00 0.00	0.00 0.00	60.00 240.00	240.00				
SALES TAX INCOME 40-400-505	18,065.92 0.00	0.00 0.00	2,090.97 20,156.89	20,156.89				
WATER SALES 40-400-510	543,137.47 0.00	0.00 0.00	64,658.12 607,795.59	607,795.59				
SEWER SALES 40-400-520	174,394.23 0.00	0.00 0.00	19,628.82 194,023.05	194,023.05				
PENALTIES 40-400-530	4,257.61 0.00	0.00 0.00	609.67 4,867.28	4,867.28				
OPER & MAINTENANCE 40-400-540	22,677.87 0.00	0.00 60.94	2,513.95 25,252.76	25,191.82				
GARBAGE SALES 40-400-550	274,316.89 0.00	0.00 0.00	32,173.02 306,489.91	306,489.91				
OVERPAYMENT	6,085.65	941.61	370.21	5,514.25				

TRIAL BALANCE - ALL FUNDS
July 2023

Account Title Number	Beg-Bal-Mo	Debits/MTD	Credits/MTD	Ending Balance	Adjustments		
	Beg-Bal-Yr	Debits/YTD	Credits/YTD		Debit	Dr-Rev	Credit
40-400-555	0.00	7,907.25	13,421.50				
NEW WATER METER FEES	10,174.87	0.00	1,716.00	11,890.87			
40-400-560	0.00	0.00	11,890.87				
NEW WATER CONSTRUCTIONS FEE	6,089.12	0.00	0.00	6,089.12			
40-400-562	0.00	0.00	6,089.12				
RECONNECTIONS	2,594.28	0.00	150.82	2,745.10			
40-400-570	0.00	0.00	2,745.10				
WATER DEPOSITS	13,825.00	0.00	1,800.00	15,625.00			
40-400-590	0.00	100.00	15,725.00				
ADMIN FEE	2,925.00	0.00	500.00	3,425.00			
40-400-591	0.00	25.00	3,450.00				
ADJUSTMENTS	917.39	0.00	144.17	1,061.56			
40-400-595	0.00	0.00	1,061.56				
INTEREST INCOME	60.74	0.00	0.00	60.74			
41-400-080	0.00	0.00	60.74				
INTEREST INCOME	325.55	0.00	0.00	325.55			
50-400-080	0.00	0.00	325.55				
WATER IMPACT FEES	4,730.85	0.00	632.64	5,363.49			
50-400-585	0.00	0.00	5,363.49				
INTEREST INCOME	58.13	0.00	0.00	58.13			
51-400-080	0.00	0.00	58.13				

TRIAL BALANCE - ALL FUNDS
 July 2023

Account Title Number	Beg-Bal-Mo	Debits/MTD	Credits/MTD	Ending Balance	Adjustments		
	Beg-Bal-Yr	Debits/YTD	Credits/YTD		Debit	Dr-Rev	Credit
SEWER IMPACT FEES	1,084.68	0.00	129.72	1,214.40			
51-400-580	0.00	0.00	1,214.40				
* TOTAL REVENUES	3,318,464.41	941.61	407,941.30	3,725,464.10			
	0.00	42,393.23	3,767,857.33				
<hr/>							
EXPENSES							
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WAGES - CODE ENFORCEMENT	4,427.00	0.00	0.00	4,427.00			
10-500-010	0.00	4,427.00	0.00				
SOCIAL SECURITY	338.66	0.00	0.00	338.66			
10-500-110	0.00	338.66	0.00				
TMRS	243.21	0.00	0.00	243.21			
10-500-115	0.00	243.21	0.00				
OFFICE EXPENSE	27.50	0.00	0.00	27.50			
10-500-210	0.00	27.50	0.00				
TELEPHONE	43.18	0.00	0.00	43.18			
10-500-240	0.00	43.18	0.00				
CONTRACT SERVICES - BV	92,876.00	0.00	0.00	92,876.00			
10-500-300	0.00	92,876.00	0.00				
FIRE INSPECTIONS SERVICES	0.00	2,000.00	0.00	2,000.00			
10-500-301	0.00	2,000.00	0.00				

**TRIAL BALANCE - ALL FUNDS
July 2023**

Account Title Number	Beg-Bal-Mo	Debits/MTD	Credits/MTD	Ending Balance	Adjustments		
	Beg-Bal-Yr	Debits/YTD	Credits/YTD		Debit	Dr-Rev	Credit
WORKERS COMP INSURANCE 10-500-320	63.03 0.00	0.00 63.03	0.00 0.00	63.03			
LEGAL & PROFESSIONAL - ENGINEE 10-500-410	21,784.66 0.00	0.00 21,784.66	0.00 0.00	21,784.66			
MUNI CODES 10-500-425	4,246.00 0.00	0.00 4,246.00	0.00 0.00	4,246.00			
EMPLOYEE TRAINING 10-500-450	275.00 0.00	0.00 275.00	0.00 0.00	275.00			
WAGES - GENERAL 10-510-010	116,369.09 0.00	11,979.58 128,348.67	0.00 0.00	128,348.67			
CAR/ PHONE ALLOWANCE 10-510-020	4,823.15 0.00	507.70 5,330.85	0.00 0.00	5,330.85			
PAYROLL TAXES 10-510-110	9,175.50 0.00	943.89 10,119.39	0.00 0.00	10,119.39			
TMRS 10-510-115	6,418.62 0.00	652.88 7,071.50	0.00 0.00	7,071.50			
EMPLOYEE INSURANCE 10-510-150	18,774.96 0.00	2,076.16 20,851.12	0.00 0.00	20,851.12			
OFFICE EXPENSE 10-510-210	3,922.68 0.00	84.42 4,007.10	0.00 0.00	4,007.10			

TRIAL BALANCE - ALL FUNDS
 July 2023

Account Title Number	Beg-Bal-Mo	Debits/MTD	Credits/MTD	Ending Balance	Adjustments			
	Beg-Bal-Yr	Debits/YTD	Credits/YTD		Debit	Dr-Rev	Credit	Cr-Rev
OFFICE EQUIPMENT RENTALS 10-510-212	6,733.79 0.00	611.38 7,345.17	0.00 0.00	7,345.17				
BUILDING EXPENSE - CH 10-510-214	73,594.80 0.00	0.00 73,594.80	0.00 0.00	73,594.80				
OFFICE CLEANING 10-510-215	4,875.00 0.00	625.00 5,500.00	0.00 0.00	5,500.00				
OFFICE SUPPLIES 10-510-220	2,423.17 0.00	120.38 2,543.55	0.00 0.00	2,543.55				
DUES AND SUBSCRIPTIONS 10-510-230	1,203.42 0.00	56.99 1,260.41	0.00 0.00	1,260.41				
TELEPHONE 10-510-240	6,469.53 0.00	876.79 7,346.32	0.00 0.00	7,346.32				
UNIFORMS 10-510-250	139.45 0.00	0.00 139.45	0.00 0.00	139.45				
POSTAGE 10-510-260	1,047.83 0.00	20.19 1,069.59	0.00 1.57	1,068.02				
TECHNOWLEDGE/SOFTWARE UPGRADES 10-510-270	55,149.67 0.00	2,695.50 57,845.17	0.00 0.00	57,845.17				
UTILITIES 10-510-290	7,607.21 0.00	939.54 8,546.75	0.00 0.00	8,546.75				
NATIONAL NIGHT EXPENSES	1,236.93	0.00	0.00	1,236.93				

TRIAL BALANCE - ALL FUNDS
 July 2023

Account Title Number	Beg-Bal-Mo	Debits/MTD	Credits/MTD	Ending Balance	Adjustments			
	Beg-Bal-Yr	Debits/YTD	Credits/YTD		Debit	Dr-Rev	Credit	Cr-Rev
10-510-300	0.00	1,236.93	0.00					
PROPERTY & LIABILITY INSURANCE	14,397.32	0.00	0.00	14,397.32				
10-510-310	0.00	14,397.32	0.00					
WORKERS COMP INSURANCE	361.13	0.00	0.00	361.13				
10-510-320	0.00	361.13	0.00					
LEGAL & PROFESSIONAL - LEGAL	12,728.63	1,298.92	0.00	14,027.55				
10-510-420	0.00	14,027.55	0.00					
LEGAL & PROFESSIONAL - COLLECT	5,534.90	16.63	0.00	5,551.53				
10-510-421	0.00	5,551.53	0.00					
FOOD LICENSE EXPENSE	5,961.70	450.00	0.00	6,411.70				
10-510-435	0.00	6,411.70	0.00					
EMPLOYEE TRAINING	4,597.65	300.00	0.00	4,897.65				
10-510-450	0.00	4,897.65	0.00					
WCAC QUARTERLY PAYMENT	5,183.34	0.00	0.00	5,183.34				
10-510-452	0.00	5,183.34	0.00					
AUDIT EXPENSE	9,300.00	0.00	0.00	9,300.00				
10-510-460	0.00	9,300.00	0.00					
ELECTION EXPENSE	769.00	0.00	0.00	769.00				
10-510-465	0.00	769.00	0.00					
ADS	725.42	72.00	0.00	797.42				
10-510-490	0.00	797.42	0.00					

TRIAL BALANCE - ALL FUNDS
July 2023

Account Title Number	Beg-Bal-Mo	Debits/MTD	Credits/MTD	Ending Balance	Adjustments		
	Beg-Bal-Yr	Debits/YTD	Credits/YTD		Debit	Dr-Rev	Credit
GENERAL SUPPLIES 10-510-670	84.00 0.00	0.00 84.00	0.00 0.00	84.00			
LIBRARY DONATION 10-510-700	1,000.00 0.00	0.00 1,000.00	0.00 0.00	1,000.00			
CHILD ADVOCACY 10-510-710	5,000.00 0.00	0.00 5,000.00	0.00 0.00	5,000.00			
ANIMAL CONTROL CONTRACT 10-510-720	5,000.00 0.00	0.00 5,000.00	0.00 0.00	5,000.00			
MISCELLANEOUS EXPENSE 10-510-920	1,986.78 0.00	(4.02) 12,982.76	846.00 11,846.00	1,136.76			
WAGES - COURT 10-515-010	32,219.77 0.00	3,580.81 35,800.58	0.00 0.00	35,800.58			
PAYROLL TAXES 10-515-110	2,464.75 0.00	273.93 2,738.68	0.00 0.00	2,738.68			
TMRS 10-515-115	1,505.78 0.00	162.46 1,668.24	0.00 0.00	1,668.24			
EMPLOYEE INSURANCE 10-515-150	101.34 0.00	11.26 112.60	0.00 0.00	112.60			
TECHNOLOGY/SOFTWARE UPGRADES 10-515-271	2,600.00 0.00	260.00 2,860.00	0.00 0.00	2,860.00			

TRIAL BALANCE - ALL FUNDS
July 2023

Account Title Number	Beg-Bal-Mo	Debits/MTD	Credits/MTD	Ending Balance	Adjustments		
	Beg-Bal-Yr	Debits/YTD	Credits/YTD		Debit	Dr-Rev	Credit
WORKERS COMP INSURANCE 10-515-320	63.03 0.00	0.00 63.03	0.00 0.00	63.03			
JURY EXPENSE 10-515-420	(27.22) 0.00	0.00 0.00	1.96 29.18	(29.18)			
EMPLOYEE TRAINING 10-515-450	650.00 0.00	192.86 842.86	0.00 0.00	842.86			
OMNI COLLECTION 10-515-474	1,344.00 0.00	234.00 1,578.00	0.00 0.00	1,578.00			
STATE COURT COSTS 10-515-550	24,833.21 0.00	0.00 24,833.21	0.00 0.00	24,833.21			
WAGES - POLICE 10-520-010	449,944.24 0.00	47,751.99 497,696.23	0.00 0.00	497,696.23			
CONTRACT LABOR 10-520-011	14,164.00 0.00	1,535.00 15,699.00	0.00 0.00	15,699.00			
SHIFT DIFFERENTIAL 10-520-012	4,000.00 0.00	450.00 4,450.00	0.00 0.00	4,450.00			
OVERTIME 10-520-015	17,434.97 0.00	2,178.82 19,613.79	0.00 0.00	19,613.79			
PAYROLL TAXES 10-520-110	35,331.31 0.00	3,774.66 39,105.97	0.00 0.00	39,105.97			
TMRS	23,857.78	2,652.39	0.00	26,510.17			

TRIAL BALANCE - ALL FUNDS

July 2023

Account Title Number	Beg-Bal-Mo	Debits/MTD	Credits/MTD	Ending Balance	Adjustments			
	Beg-Bal-Yr	Debits/YTD	Credits/YTD		Debit	Dr-Rev	Credit	Cr-Rev
10-520-115	0.00	26,510.17	0.00					
EMPLOYEE INSURANCE	73,487.95	8,778.20	0.00	82,266.15				
10-520-150	0.00	82,266.15	0.00					
MEDICAL COST	421.96	0.00	0.00	421.96				
10-520-160	0.00	421.96	0.00					
OFFICE EXPENSE	1,470.23	8.56	0.00	1,478.79				
10-520-210	0.00	1,478.79	0.00					
OFFICE SUPPLIES	1,017.36	52.48	0.00	1,069.84				
10-520-220	0.00	1,069.84	0.00					
TELEPHONE	6,861.76	838.05	0.00	7,699.81				
10-520-240	0.00	7,998.31	298.50					
UNIFORMS	9,359.57	180.36	0.00	9,539.93				
10-520-250	0.00	9,539.93	0.00					
TECHNOLOGY/SOFTWARE UPGRADES	39,667.07	548.97	0.00	40,216.04				
10-520-270	0.00	40,216.04	0.00					
PROPERTY & LIABILITY INSURANCE	12,249.90	0.00	0.00	12,249.90				
10-520-310	0.00	12,249.90	0.00					
WORKERS COMP INSURANCE	16,869.73	0.00	0.00	16,869.73				
10-520-320	0.00	16,869.73	0.00					
EMPLOYEE TRAINING	5,070.57	804.33	0.00	5,874.90				
10-520-450	0.00	5,874.90	0.00					

**TRIAL BALANCE - ALL FUNDS
July 2023**

Account Title Number	Beg-Bal-Mo	Debits/MTD	Credits/MTD	Ending Balance	Adjustments			
	Beg-Bal-Yr	Debits/YTD	Credits/YTD		Debit	Dr-Rev	Credit	Cr-Rev
LEOSE TRAINING EXPENSE 10-520-451	20.00 0.00	0.00 20.00	0.00 0.00	20.00				
K-9 CONTRACT LABOR 10-520-478	8,119.95 0.00	0.00 20,119.95	0.00 12,000.00	8,119.95				
COPS LVISD CONTRACT PAY 10-520-479	16,427.75 0.00	0.00 16,427.75	0.00 0.00	16,427.75				
EVIDENCE SUPPLIES 10-520-480	2,949.17 0.00	0.00 2,949.17	0.00 0.00	2,949.17				
ADS - PUBLICATIONS 10-520-499	81.92 0.00	0.00 81.92	0.00 0.00	81.92				
VEHICLE PURCHASE 10-520-600	84,152.79 0.00	0.00 119,792.79	0.00 35,640.00	84,152.79				
VEHICLE FUEL 10-520-610	30,646.56 0.00	3,486.96 34,133.52	0.00 0.00	34,133.52				
VEHICLE REPAIR 10-520-620	54,543.82 0.00	3,288.04 73,465.24	0.00 15,633.38	57,831.86				
GENERAL SUPPLIES 10-520-670	2,091.73 0.00	0.00 2,091.73	0.00 0.00	2,091.73				
EQUIPMENT PURCHASES 10-520-690	5,420.18 0.00	1,048.73 6,468.91	0.00 0.00	6,468.91				

TRIAL BALANCE - ALL FUNDS
July 2023

Account Title Number	Beg-Bal-Mo	Debits/MTD	Credits/MTD	Ending Balance	Adjustments			
	Beg-Bal-Yr	Debits/YTD	Credits/YTD		Debit	Dr-Rev	Credit	Cr-Rev
WCSO DISPATCH 10-520-910	3,000.00 0.00	0.00 3,000.00	0.00 0.00	3,000.00				
MICELLAENOUS 10-520-920	4,739.14 0.00	571.71 5,310.85	442.99 442.99	4,867.86				
WAGES - PUBLIC WORKS 10-530-010	48,431.61 0.00	5,404.00 53,835.61	0.00 0.00	53,835.61				
OVERTIME 10-530-015	4,415.49 0.00	552.33 4,967.82	0.00 0.00	4,967.82				
PAYROLL TAXES 10-530-110	4,007.53 0.00	452.51 4,460.04	0.00 0.00	4,460.04				
TMRS 10-530-115	2,900.37 0.00	324.62 3,224.99	0.00 0.00	3,224.99				
EMPLOYEE INSURANCE 10-530-150	10,825.02 0.00	1,215.34 12,040.36	0.00 0.00	12,040.36				
TELEPHONE 10-530-240	2,549.56 0.00	217.99 2,819.28	0.00 51.73	2,767.55				
UNIFORMS 10-530-250	3,037.47 0.00	227.46 3,264.93	0.00 0.00	3,264.93				
PROPERTY & LIABILITY INSURNACE 10-530-310	7,145.78 0.00	0.00 7,145.78	0.00 0.00	7,145.78				
WORKERS COMP INSURANCE	2,529.55	0.00	0.00	2,529.55				

TRIAL BALANCE - ALL FUNDS

July 2023

Account Title Number	Beg-Bal-Mo	Debits/MTD	Credits/MTD	Ending Balance	Adjustments		
	Beg-Bal-Yr	Debits/YTD	Credits/YTD		Debit	Dr-Rev	Credit
10-530-320	0.00	2,529.55	0.00				
EMPLOYEE TRAINING	291.18	0.00	0.00	291.18			
10-530-450	0.00	291.18	0.00				
VEHICLE FUEL	14,847.56	1,665.30	0.00	16,512.86			
10-530-610	0.00	16,512.86	0.00				
VEHICLE REPAIR	1,064.87	434.50	0.00	1,499.37			
10-530-620	0.00	1,499.37	0.00				
REPAIR AND MAINTENANCE	945.28	17.30	0.00	962.58			
10-530-655	0.00	962.58	0.00				
TOOLS	2,319.70	0.00	0.00	2,319.70			
10-530-660	0.00	2,319.70	0.00				
STREET REPAIR	12,615.75	2,684.85	0.00	15,300.60			
10-530-665	0.00	15,300.60	0.00				
EQUIPMENT	3,177.92	0.00	0.00	3,177.92			
10-530-690	0.00	3,177.92	0.00				
ENGINEERING FEES	13,622.50	4,390.08	0.00	18,012.58			
10-530-930	0.00	18,012.58	0.00				
WAGES - PARK DEPARTMENT	33,544.00	5,270.40	0.00	38,814.40			
10-580-010	0.00	38,814.40	0.00				
OVERTIME	2,898.04	823.32	0.00	3,721.36			
10-580-015	0.00	3,721.36	0.00				

TRIAL BALANCE - ALL FUNDS
 July 2023

Account Title Number	Beg-Bal-Mo	Debits/MTD	Credits/MTD	Ending Balance	Adjustments		
	Beg-Bal-Yr	Debits/YTD	Credits/YTD		Debit	Dr-Rev	Credit
PAYROLL TAXES 10-580-110	2,796.99 0.00	468.46 3,265.45	0.00 0.00	3,265.45			
TMRS 10-580-115	1,998.46 0.00	332.12 2,330.58	0.00 0.00	2,330.58			
EMPLOYEE INSURANCE 10-580-150	8,596.84 0.00	1,620.44 10,217.28	0.00 0.00	10,217.28			
TELEPHONE 10-580-240	379.95 0.00	43.18 423.13	0.00 0.00	423.13			
UNIFORMS 10-580-250	611.17 0.00	88.52 699.69	0.00 0.00	699.69			
UTILITIES - PARK 10-580-290	5,384.82 0.00	1,251.13 6,635.95	0.00 0.00	6,635.95			
WORKERS COMP INSURANCE 10-580-320	728.50 0.00	0.00 728.50	0.00 0.00	728.50			
EMPLOYEE TRAINING 10-580-450	65.00 0.00	0.00 65.00	0.00 0.00	65.00			
VEHICLE PURCHASE 10-580-600	9,979.03 0.00	0.00 9,979.03	0.00 0.00	9,979.03			
VEHICLE FUEL 10-580-610	2,645.74 0.00	417.83 3,063.57	0.00 0.00	3,063.57			

TRIAL BALANCE - ALL FUNDS
 July 2023

Account Title Number	Beg-Bal-Mo	Debits/MTD	Credits/MTD	Ending Balance	Adjustments		
	Beg-Bal-Yr	Debits/YTD	Credits/YTD		Debit	Dr-Rev	Credit
VEHICLE REPAIR 10-580-620	1,985.11 0.00	1,206.82 3,191.93	0.00 0.00	3,191.93			
REPAIR AND MAINTENANCE 10-580-655	2,051.67 0.00	1,134.00 3,185.67	0.00 0.00	3,185.67			
CITY PARK SUPPLIES 10-580-670	4,125.31 0.00	400.99 4,526.30	0.00 0.00	4,526.30			
PARK EQUIPMENT 10-580-690	22,636.39 0.00	59.99 22,696.38	0.00 0.00	22,696.38			
PARK- CHRISTMAS 10-580-695	14,360.47 0.00	0.00 14,360.47	0.00 0.00	14,360.47			
WAGES - MDD 12-500-010	24,307.99 0.00	2,752.00 27,059.99	0.00 0.00	27,059.99			
PAYROLL TAXES 12-500-050	1,859.54 0.00	210.52 2,070.06	0.00 0.00	2,070.06			
TMRS 12-500-115	1,335.89 0.00	149.98 1,485.87	0.00 0.00	1,485.87			
EMPLOYEE INSURANCE 12-500-150	4,878.21 0.00	58.98 4,937.19	0.00 0.00	4,937.19			
OFFICE SUPPLIES 12-500-220	823.91 0.00	107.24 931.15	0.00 0.00	931.15			
MEMBERSHIP/DUES	614.99	0.00	0.00	614.99			

TRIAL BALANCE - ALL FUNDS
July 2023

Account Title Number	Beg-Bal-Mo	Debits/MTD	Credits/MTD	Ending Balance	Adjustments		
	Beg-Bal-Yr	Debits/YTD	Credits/YTD		Debit	Dr-Rev	Credit
12-500-230	0.00	614.99	0.00				
NEWS PUBLICATIONS/SUBSCRIPTION	1,984.00	30.00	0.00	2,014.00			
12-500-231	0.00	2,014.00	0.00				
TELEPHONE	345.58	43.18	0.00	388.76			
12-500-240	0.00	388.76	0.00				
WORKERS COMP INSURANCE	190.89	0.00	0.00	190.89			
12-500-320	0.00	190.89	0.00				
FACILITY & OVERHEAD COST TO GF	39,082.00	0.00	0.00	39,082.00			
12-500-400	0.00	39,082.00	0.00				
TRAINING/CONFERENCE/TRAVEL	1,947.38	0.00	0.00	1,947.38			
12-500-450	0.00	1,947.38	0.00				
BUSINESS RECRUITMENT	53.60	0.00	0.00	53.60			
12-500-455	0.00	53.60	0.00				
ECONOMIC DEVELOPMENT	5,000.00	0.00	0.00	5,000.00			
12-500-456	0.00	5,000.00	0.00				
EVENT PLANNING	107,386.86	3,965.82	0.00	111,352.68			
12-500-460	0.00	111,352.68	0.00				
CONSULTING/PLANNING	300.00	0.00	0.00	300.00			
12-500-475	0.00	300.00	0.00				
ADVERTISING	2,922.25	185.00	0.00	3,107.25			
12-500-476	0.00	3,107.25	0.00				

TRIAL BALANCE - ALL FUNDS

July 2023

Account Title Number	Beg-Bal-Mo	Debits/MTD	Credits/MTD	Ending Balance	Adjustments			
	Beg-Bal-Yr	Debits/YTD	Credits/YTD		Debit	Dr-Rev	Credit	Cr-Rev
FACADE GRANTS 12-500-477	10,000.00 0.00	0.00 10,000.00	0.00 0.00	10,000.00				
TRAFFIC STUDY 12-500-478	3,860.00 0.00	0.00 3,860.00	0.00 0.00	3,860.00				
STREET REPAIR 14-500-100	79,058.73 0.00	0.00 79,058.73	0.00 0.00	79,058.73				
PROFESSIONAL - ENGINEERING 14-500-410	5,958.00 0.00	0.00 5,958.00	0.00 0.00	5,958.00				
HOTEL ABATEMENT EXPENSE 15-500-200	10,949.19 0.00	0.00 10,949.19	0.00 0.00	10,949.19				
MISC POLICE EXPENSE 16-500-100	12,000.00 0.00	0.00 12,000.00	0.00 0.00	12,000.00				
PD - AACOG BODY ARMOUR EXPENSE 18-515-100	14,394.00 0.00	0.00 14,394.00	0.00 0.00	14,394.00				
PD/FIRE RADIO GRANT 18-517-100	43,714.76 0.00	0.00 43,714.76	0.00 0.00	43,714.76				
FEMA COVID RECOVERY EXPENSES 18-540-100	29,425.00 0.00	0.00 29,425.00	0.00 0.00	29,425.00				
WAGES 40-540-010	106,283.47 0.00	11,004.00 117,287.47	0.00 0.00	117,287.47				

TRIAL BALANCE - ALL FUNDS
 July 2023

Account Title Number	Beg-Bal-Mo	Debits/MTD	Credits/MTD	Ending Balance	Adjustments			
	Beg-Bal-Yr	Debits/YTD	Credits/YTD		Debit	Dr-Rev	Credit	Cr-Rev
OVERTIME	10,643.97	1,219.80	0.00	11,863.77				
40-540-015	0.00	11,863.77	0.00					
PAYROLL TAXES	8,952.78	938.13	0.00	9,890.91				
40-540-110	0.00	9,890.91	0.00					
TMRS	6,421.22	666.20	0.00	7,087.42				
40-540-115	0.00	7,087.42	0.00					
ON CALL PAY	1,350.00	210.00	0.00	1,560.00				
40-540-120	0.00	1,560.00	0.00					
EMPLOYEE INSURANCE	23,343.94	2,481.24	0.00	25,825.18				
40-540-150	0.00	25,825.18	0.00					
OFFICE EXPENSE	1,448.66	0.00	0.00	1,448.66				
40-540-210	0.00	1,448.66	0.00					
DUES AND SUBSCRIPTIONS	1,826.25	0.00	0.00	1,826.25				
40-540-230	0.00	1,826.25	0.00					
TELEPHONE	3,371.59	410.80	0.00	3,782.39				
40-540-240	0.00	3,782.39	0.00					
POSTAGE	2,100.00	700.00	0.00	2,800.00				
40-540-260	0.00	2,800.00	0.00					
TECHNOLOGY/SOFTWARE UPGRADES	43.29	0.00	0.00	43.29				
40-540-270	0.00	43.29	0.00					
DEPOSIT REFUND	4,835.94	466.90	0.00	5,302.84				

TRIAL BALANCE - ALL FUNDS

July 2023

Account Title Number	Beg-Bal-Mo	Debits/MTD	Credits/MTD	Ending Balance	Adjustments			
	Beg-Bal-Yr	Debits/YTD	Credits/YTD		Debit	Dr-Rev	Credit	Cr-Rev
40-540-281	0.00	5,302.84	0.00					
APPLIED DEPOSIT REIMBURSEMENT	6,231.03	530.03	0.00	6,761.06				
40-540-284	0.00	6,761.06	0.00					
UTILITIES	70,544.72	9,604.30	0.00	80,149.02				
40-540-290	0.00	80,149.02	0.00					
PROPERTY & LIABILITY INSURANCE	9,697.84	0.00	0.00	9,697.84				
40-540-310	0.00	9,697.84	0.00					
WORKERS COMP INSURANCE	5,181.14	0.00	0.00	5,181.14				
40-540-320	0.00	5,181.14	0.00					
PERMITS & INSPECTIONS	3,533.78	0.00	0.00	3,533.78				
40-540-411	0.00	3,533.78	0.00					
EMPLOYEE TRAINING & LICENSING	2,994.82	0.00	0.00	2,994.82				
40-540-450	0.00	2,994.82	0.00					
CRWA MEETING REIMBURSEMENT	30.00	0.00	0.00	30.00				
40-540-455	0.00	30.00	0.00					
AUDIT EXPENSE	9,300.00	0.00	0.00	9,300.00				
40-540-460	0.00	9,300.00	0.00					
PAYCLIX EXPENSE	6,804.84	0.00	0.00	6,804.84				
40-540-471	0.00	6,804.84	0.00					
VEHICLE FUEL	0.00	27.70	0.00	27.70				
40-540-610	0.00	27.70	0.00					

TRIAL BALANCE - ALL FUNDS

July 2023

Account Title Number	Beg-Bal-Mo	Debits/MTD	Credits/MTD	Ending Balance	Adjustments		
	Beg-Bal-Yr	Debits/YTD	Credits/YTD		Debit	Dr-Rev	Credit
VEHICLE REPAIR 40-540-620	22,018.65 0.00	2,788.06 34,469.71	0.00 9,663.00	24,806.71			
GARBAGE COLLECTION EXPENSE 40-540-710	250,158.35 0.00	30,050.44 280,208.79	0.00 0.00	280,208.79			
SALES TAX EXPENSE 40-540-720	17,202.51 0.00	2,202.33 19,404.84	0.00 0.00	19,404.84			
SUPPLIES AND REPAIRS 40-540-810	255,267.38 0.00	64,857.58 320,124.96	0.00 0.00	320,124.96			
WWTP OPERATION 40-540-820	150,438.59 0.00	8,565.00 159,003.59	0.00 0.00	159,003.59			
WATER ANALYSIS LAB 40-540-830	3,463.21 0.00	774.00 4,237.21	0.00 0.00	4,237.21			
CHEMICALS 40-540-840	15,796.17 0.00	2,624.95 18,421.12	0.00 0.00	18,421.12			
BULK WATER PURCHASE 40-540-880	19,632.92 0.00	1,802.63 21,435.55	0.00 0.00	21,435.55			
LAND LEASE 40-540-902	33,638.50 0.00	0.00 33,638.50	0.00 0.00	33,638.50			
EQUIPMENT PURCHASE 40-540-906	1,076.41 0.00	0.00 1,076.41	0.00 0.00	1,076.41			

**TRIAL BALANCE - ALL FUNDS
July 2023**

Account Title Number	Beg-Bal-Mo	Debits/MTD	Credits/MTD	Ending Balance	Adjustments			
	Beg-Bal-Yr	Debits/YTD	Credits/YTD		Debit	Dr-Rev	Credit	Cr-Rev
C OF O 2011 PRINCIPAL 40-540-909	47,000.00 0.00	0.00 47,000.00	0.00 0.00	47,000.00				
SARA LOAN PRINCIPAL 40-540-910	0.00 0.00	35,398.98 35,398.98	0.00 0.00	35,398.98				
C OF O 2011 INTEREST 40-540-912	4,972.02 0.00	0.00 4,972.02	0.00 0.00	4,972.02				
SARA LOAN INTEREST 40-540-913	0.00 0.00	10,646.80 10,646.80	0.00 0.00	10,646.80				
2016 SERIES - INTEREST PAYMENT 40-540-917	45,150.00 0.00	0.00 45,150.00	0.00 0.00	45,150.00				
2016 SERIES BOND - ADMIN FEE 40-540-918	200.00 0.00	0.00 200.00	0.00 0.00	200.00				
MISCELLANEOUS EXPENSE 40-540-920	1,039.86 0.00	0.00 1,039.86	0.00 0.00	1,039.86				
* TOTAL EXPENSES	3,309,976.23 0.00	335,164.57 3,729,456.20	1,290.95 85,606.35	3,643,849.85				
*** GRAND TOTALS	(60.00) 0.00	1,036,574.11 12,120,556.14	1,036,574.11 12,120,496.14	(60.00)				

Check Register History

Vendor #	Invoice #	Description	Date Due	Total Amount	Check-Acct	Inv Date	
Vendor Name		PO Number	Transaction #	Date Paid	1099 Trans-MMY	Claim-Number	Liquidation
CC-Transaction	CC-Vendor	CC-Name	CC-Card Number	CC-Card Number	CC-Invoice	Project Number	
Account Number		Account Description		Amount	Action		
1228	20230704-1	JULY 4TH		7/4/2023	1,856.23	1	7/4/2023
GLAZER BEER & BEVERAGE*			C 36225	7/4/2023	No	07/2023	
No							
12-500-460		EVENT PLANNING			1,856.23	Expense	
*** Check-Number= 36225 Vendor Name= GLAZER BEER & BEVERAGE* Check Date= 07/04/2023 Check Amount= 1,856.23***							
414	99229	SOFTWARE		7/6/2023	509.60	1	7/6/2023
BARCOM TECHNOLOGY SOLUTIONS, INC.*			C 36226	7/6/2023	Yes	07/2023	
No							
		Image: M:\BUCS\DATA\Images\2023 CHECKS\07-06-23\07312023_Barcom.pdf					
10-510-270		TECHNOWLEDGE/SOFTWARE UPGRADES			509.60	Expense	
*** Check-Number= 36226 Vendor Name= BARCOM TECHNOLOGY SOLUTIONS, INC.* Check Date= 07/06/2023 Check Amount= 509.60***							
1242	20230706-1	PARK REFUND		7/6/2023	125.00	1	7/6/2023
BRELAND, LANCE*			C 36227	7/6/2023	No	07/2023	
No							
		Image: M:\BUCS\DATA\Images\2023 CHECKS\07-06-23\07062023_Park Rental Agreement.pdf					
10-400-050		PARK USE INCOME			125.00	Revenue	
*** Check-Number= 36227 Vendor Name= BRELAND, LANCE* Check Date= 07/06/2023 Check Amount= 125.00***							
6	6596	BULK WATER		7/6/2023	1,802.63	1	7/6/2023
CANYON REGIONAL WATER AUTHORITY*			C 36228	7/6/2023	No	07/2023	
No							
		Image: M:\BUCS\DATA\Images\2023 CHECKS\07-06-23\06302023_CANYON REGIONAL WATER AUTHORITY 850 Lakeside Pass New B.pdf					
40-540-880		BULK WATER PURCHASE			1,802.63	Expense	

Check Register History

Vendor #	Invoice #	Description	Date Due	Total Amount	Check-Acct	Inv Date	
Vendor Name		PO Number	Transaction #	Date Paid	1099 Trans-MMY	Claim-Number	Liquidation
CC-Transaction	CC-Vendor	CC-Name	CC-Card Number	CC-Invoice	Project Number		
Account Number		Account Description		Amount	Action		

*** Check-Number= 36228 Vendor Name= CANYON REGIONAL WATER AUTHORITY* Check Date= 07/06/2023 Check Amount= 1,802.63***

322 NP64693933 VEHICLE FUEL 7/6/2023 3,188.80 1 7/6/2023
 FUELMAN* C 36230 7/6/2023 No 07/2023
 No

Image: M:\BUCS\DATA\Images\2023 CHECKS\07-06-23\06192023_NUM.pdf

10-530-610 VEHICLE FUEL 1,041.82 Expense
 10-580-610 VEHICLE FUEL 240.76 Expense
 10-520-610 VEHICLE FUEL 1,906.22 Expense

*** Check-Number= 36230 Vendor Name= FUELMAN* Check Date= 07/06/2023 Check Amount= 3,188.80***

189 946366 TRAINING 7/6/2023 668.59 1 7/6/2023
 GT DISTRIBUTORS* C 36231 7/6/2023 No 07/2023
 No

Image: M:\BUCS\DATA\Images\2023 CHECKS\07-06-23\03302023_Invoice_001.pdf

10-520-450 EMPLOYEE TRAINING 668.59 Expense

*** Check-Number= 36231 Vendor Name= GT DISTRIBUTORS* Check Date= 07/06/2023 Check Amount= 668.59***

1111 20230706-1 CONTRACT LABOR 7/6/2023 253.00 1 7/6/2023
 HORNER, ROGER* C 36232 7/6/2023 Yes 07/2023
 No

Image: M:\BUCS\DATA\Images\2023 CHECKS\07-06-23\07062023_Total.pdf

10-520-011 CONTRACT LABOR 253.00 Expense

*** Check-Number= 36232 Vendor Name= HORNER, ROGER* Check Date= 07/06/2023 Check Amount= 253.00***

Check Register History

Vendor #	Invoice #	Description	Date Due	Total Amount	Check-Acct	Inv Date	
Vendor Name		PO Number	Transaction #	Date Paid	1099 Trans-MMY	Claim-Number	Liquidation
CC-Transaction	CC-Vendor	CC-Name	CC-Card Number	CC-Card Number	CC-Invoice	Project Number	
Account Number	Account Description			Amount	Action		
131	66628	SOFTWARE		7/6/2023	260.00	1	7/6/2023
LOCAL GOVERNMENT SOLUTIONS, LP*			C 36233	7/6/2023	No	07/2023	
No							
Image: M:\BUCS\DATA\Images\2023 CHECKS\07-06-23\07012023_Total.pdf							
10-515-271		TECHNOLOGY/SOFTWARE UPGRADES			260.00	Expense	
*** Check-Number= 36233 Vendor Name= LOCAL GOVERNMENT SOLUTIONS, LP* Check Date= 07/06/2023 Check Amount= 260.00***							
135	98	HEALTH INSPECTIONS		7/6/2023	450.00	1	7/6/2023
MCGUFFIN, MONTY*			C 36234	7/6/2023	Yes	07/2023	
No							
Image: M:\BUCS\DATA\Images\2023 CHECKS\07-06-23\07012023_'Total.pdf							
10-510-435		FOOD LICENSE EXPENSE			450.00	Expense	
*** Check-Number= 36234 Vendor Name= MCGUFFIN, MONTY* Check Date= 07/06/2023 Check Amount= 450.00***							
1035	2823	STREET REPAIR		7/6/2023	108.00	1	7/6/2023
OSO CONSTRUCTION & MATERIALS*			C 36235	7/6/2023	No	07/2023	
No							
Image: M:\BUCS\DATA\Images\2023 CHECKS\07-06-23\06222023_COPY.pdf							
10-530-665		STREET REPAIR			108.00	Expense	
1035	71	STREET REPAIR		7/6/2023	84.00	1	7/6/2023
OSO CONSTRUCTION & MATERIALS*			C 36235	7/6/2023	No	07/2023	
No							
Image: M:\BUCS\DATA\Images\2023 CHECKS\07-06-23\06222023_COPY.pdf							
10-530-665		STREET REPAIR			84.00	Expense	
*** Check-Number= 36235 Vendor Name= OSO CONSTRUCTION & MATERIALS* Check Date= 07/06/2023 Check Amount= 192.00***							

Check Register History

Vendor #	Invoice #	Description	Date Due	Total Amount	Check-Acct	Inv Date	
Vendor Name		PO Number	Transaction #	Date Paid	1099 Trans-MMY	Claim-Number	Liquidation
CC-Transaction	CC-Vendor	CC-Name	CC-Card Number	CC-Invoice	Project Number		
Account Number		Account Description		Amount	Action		

21 11393 ANNUAL LOAN 7/6/2023 46,045.78 1 7/6/2023

SAN ANTONIO RIVER AUTHORITY* C 36236 7/6/2023 No 07/2023

No
Image: M:\BUCS\DATA\Images\2023 CHECKS\07-06-23\06302023_RIVER AUTHORITY.pdf

40-540-910 SARA LOAN PRINCIPAL 35,398.98 Expense

40-540-913 SARA LOAN INTEREST 10,646.80 Expense

*** Check-Number= 36236 Vendor Name= SAN ANTONIO RIVER AUTHORITY* Check Date= 07/06/2023 Check Amount= 46,045.78***

1423 1342 STREET REPAIR 7/13/2023 1,500.00 1 7/10/2023

5M CONCRETE, LLC* C 36238 7/13/2023 No 07/2023

No
Image: M:\BUCS\DATA\Images\2023 CHECKS\07-13-23\07062023_\$1,500.00.pdf

10-530-665 STREET REPAIR 1,500.00 Expense

*** Check-Number= 36238 Vendor Name= 5M CONCRETE, LLC* Check Date= 07/13/2023 Check Amount= 1,500.00***

1 481800 MEDICAL 7/13/2023 646.74 1 7/13/2023

AFLAC* C 36239 7/13/2023 No 07/2023

No
Image: M:\BUCS\DATA\Images\2023 CHECKS\07-13-23\08012023_35_a.pdf

10-200-145 AFLAC POST TAX PAYABLE 158.00 Liability

10-200-146 AFLAC PRE TAX PAYABLE 455.62 Liability

40-200-125 AFLAC PAYABLE 33.12 Liability

*** Check-Number= 36239 Vendor Name= AFLAC* Check Date= 07/13/2023 Check Amount= 646.74***

1229 20230713-1 JULY 4TH 7/13/2023 100.00 1 7/13/2023

Check Register History

Vendor #	Invoice #	Description	Date Due	Total Amount	Check-Acct	Inv Date	
Vendor Name		PO Number	Transaction #	Date Paid	1099 Trans-MMY	Claim-Number	Liquidation
CC-Transaction	CC-Vendor	CC-Name	CC-Card Number	CC-Invoice	Project Number		
Account Number	Account Description		Amount	Action			
ANDERSON, ELLE*			C 36240	7/13/2023	No	07/2023	
No	Image: M:\BUCS\DATA\Images\2023 CHECKS\07-13-23\06292022_Account 12-500-4e0.pdf						
12-500-460		EVENT PLANNING			100.00	Expense	
*** Check-Number= 36240 Vendor Name= ANDERSON, ELLE* Check Date= 07/13/2023 Check Amount= 100.00***							
1422	20230707-1	WATER DEPOSIT REFUND ON ACCOUNT 1114		7/13/2023	135.11	1	7/7/2023
CANTU, ANITA*			C 36241	7/13/2023	No	07/2023	
No	Image: M:\BUCS\DATA\Images\2023 CHECKS\07-13-23\07152023_Final Billing Statement Thursday, July 6, 2023.pdf						
40-540-281		DEPOSIT REFUND			135.11	Expense	
*** Check-Number= 36241 Vendor Name= CANTU, ANITA* Check Date= 07/13/2023 Check Amount= 135.11***							
893	t166932	SUPPLIES		7/13/2023	1,068.29	1	7/11/2023
CORE & MAIN*			C 36242	7/13/2023	No	07/2023	
No	Image: M:\BUCS\DATA\Images\2023 CHECKS\07-13-23\07112023_INVOICE.pdf						
40-540-810		SUPPLIES AND REPAIRS			1,068.29	Expense	
*** Check-Number= 36242 Vendor Name= CORE & MAIN* Check Date= 07/13/2023 Check Amount= 1,068.29***							
10	80296754	OFFICE EQUIPMENT		7/13/2023	425.00	1	7/10/2023
DE LAGE LANDEN*			C 36243	7/13/2023	No	07/2023	
No	Image: M:\BUCS\DATA\Images\2023 CHECKS\07-13-23\08012023_DE LAGE LANDEN FINANCIAL SERVICES. INC. PO BOX 41602 PH.pdf						
10-510-212		OFFICE EQUIPMENT RENTALS			425.00	Expense	

Check Register History

Vendor #	Invoice #	Description	Date Due	Total Amount	Check-Acct	Inv Date	
Vendor Name		PO Number	Transaction #	Date Paid	1099 Trans-MMY	Claim-Number	Liquidation
CC-Transaction	CC-Vendor	CC-Name	CC-Card Number	CC-Invoice	Project Number		
Account Number		Account Description		Amount	Action		
*** Check-Number= 36243 Vendor Name= DE LAGE LANDEN* Check Date= 07/13/2023 Check Amount= 425.00***							
1420	20230707-1	PARK DEPOSIT REFUND		7/13/2023	50.00	1	7/7/2023
DOUCET, JACOB*			C 36244	7/13/2023	No	07/2023	
No							
Image: M:\BUCS\DATA\Images\2023 CHECKS\07-13-23\07032023_Park Rental Aqreement.pdf							
10-400-050		PARK USE INCOME			50.00	Revenue	
*** Check-Number= 36244 Vendor Name= DOUCET, JACOB* Check Date= 07/13/2023 Check Amount= 50.00***							
39	DE85001209-23	CHLORINE		7/13/2023	90.00	1	7/10/2023
DPC INDUSTRIES INC*			C 36245	7/13/2023	No	07/2023	
No							
Image: M:\BUCS\DATA\Images\2023 CHECKS\07-13-23\06302023_Demurrage_Rental Invoice.pdf							
40-540-840		CHEMICALS			90.00	Expense	
39	DE85001369-23	CHLORINE		7/13/2023	70.00	1	7/13/2023
DPC INDUSTRIES INC*			C 36245	7/13/2023	No	07/2023	
No							
Image: M:\BUCS\DATA\Images\2023 CHECKS\07-13-23\06302023_Demurrage_Rental Invoice_001.pdf							
40-540-840		CHEMICALS			70.00	Expense	
39	DE85001377-23	CHLORINE		7/13/2023	10.00	1	7/13/2023
DPC INDUSTRIES INC*			C 36245	7/13/2023	No	07/2023	
No							
Image: M:\BUCS\DATA\Images\2023 CHECKS\07-13-23\06302023_Demurrage_Rental Invoice_001.pdf							
40-540-840		CHEMICALS			10.00	Expense	
*** Check-Number= 36245 Vendor Name= DPC INDUSTRIES INC* Check Date= 07/13/2023 Check Amount= 170.00***							

Check Register History

Vendor #	Invoice #	Description	Date Due	Total Amount	Check-Acct	Inv Date	
Vendor Name		PO Number	Transaction #	Date Paid	1099 Trans-MMY	Claim-Number	Liquidation
CC-Transaction	CC-Vendor	CC-Name	CC-Card Number	CC-Invoice	Project Number		
Account Number		Account Description		Amount	Action		
1419	20230707-1	VEHICLE REPAIR		7/13/2023	198.00	1	7/7/2023
KEIL, NATHAN*			C 36246	7/13/2023	Yes	07/2023	
No							
		Image: M:\BUCS\DATA\Images\2023 CHECKS\07-13-23\07072023_OUT.pdf					
10-520-620		VEHICLE REPAIR			198.00	Expense	
*** Check-Number= 36246 Vendor Name= KEIL, NATHAN* Check Date= 07/13/2023 Check Amount= 198.00***							
72	1352	SUPPLIES		7/13/2023	17.30	1	7/13/2023
LA VERNIA MILLS INC*			C 36247	7/13/2023	No	07/2023	
No							
		Image: M:\BUCS\DATA\Images\2023 CHECKS\07-13-23\07132023_LA VERNIA MILLS, INC. 302 Dry Hollow Road LA VERNIA. TX.pdf					
10-530-655		REPAIR AND MAINTENANCE			17.30	Expense	
*** Check-Number= 36247 Vendor Name= LA VERNIA MILLS INC* Check Date= 07/13/2023 Check Amount= 17.30***							
1320	3632	SUPPLIES		7/13/2023	17,185.79	1	7/13/2023
LOPEZ ELECTRIC MOTOR WORKS LLC*			C 36248	7/13/2023	No	07/2023	
No							
		Image: M:\BUCS\DATA\Images\2023 CHECKS\07-13-23\07112023_INVOICE_001.pdf					
40-540-810		SUPPLIES AND REPAIRS			17,185.79	Expense	
1320	3633	SUPPLIES		7/13/2023	16,878.45	1	7/13/2023
LOPEZ ELECTRIC MOTOR WORKS LLC*			C 36248	7/13/2023	No	07/2023	
No							
		Image: M:\BUCS\DATA\Images\2023 CHECKS\07-13-23\07112023_INVOICE_001.pdf					
40-540-810		SUPPLIES AND REPAIRS			16,878.45	Expense	

Check Register History

Vendor #	Invoice #	Description	Date Due	Total Amount	Check-Acct	Inv Date	
Vendor Name		PO Number	Transaction #	Date Paid	1099 Trans-MMY	Claim-Number	Liquidation
CC-Transaction	CC-Vendor	CC-Name	CC-Card Number	CC-Card Number	CC-Invoice	Project Number	
Account Number		Account Description		Amount	Action		
1320	3639	SUPPLIES		7/13/2023	4,571.81	1	7/13/2023
		LOPEZ ELECTRIC MOTOR WORKS LLC*	C 36248	7/13/2023	No	07/2023	
		No					
		Image: M:\BUCS\DATA\Images\2023 CHECKS\07-13-23\07112023_INVOICE_001.pdf					
40-540-810		SUPPLIES AND REPAIRS			4,571.81	Expense	
*** Check-Number= 36248 Vendor Name= LOPEZ ELECTRIC MOTOR WORKS LLC* Check Date= 07/13/2023 Check Amount= 38,636.05***							
140	20230710-1	OMNI COLLECTIONS		7/13/2023	234.00	1	7/10/2023
		OMNIBASE SERVICES OF TEXAS, LP*	C 36249	7/13/2023	No	07/2023	
		No					
		Image: M:\BUCS\DATA\Images\2023 CHECKS\07-13-23\07312023_OMNIBASE SERVICES OF TEXAS, LP QUARTERLY AUDIT REPORT T.pdf					
10-515-474		OMNI COLLECTION			234.00	Expense	
*** Check-Number= 36249 Vendor Name= OMNIBASE SERVICES OF TEXAS, LP* Check Date= 07/13/2023 Check Amount= 234.00***							
1035	2898	STREET REPAIR		7/13/2023	84.00	1	7/7/2023
		OSO CONSTRUCTION & MATERIALS*	C 36250	7/13/2023	No	07/2023	
		No					
		Image: M:\BUCS\DATA\Images\2023 CHECKS\07-13-23\07072023_OSO Construction & Materials 4013 CR 342 La Vernia, Tx 78.pdf					
10-530-665		STREET REPAIR			84.00	Expense	
*** Check-Number= 36250 Vendor Name= OSO CONSTRUCTION & MATERIALS* Check Date= 07/13/2023 Check Amount= 84.00***							
1421	20230707-1	WATER DEPOSIT REFUND ON ACCOUNT 1212		7/13/2023	44.41	1	7/7/2023
		SOUTHPASS DESIGN*	C 36251	7/13/2023	No	07/2023	
		No					
		Image: M:\BUCS\DATA\Images\2023 CHECKS\07-13-23\06212023_Final Billing Statement Thursday, July 6, 2023.pdf					
40-540-281		DEPOSIT REFUND			44.41	Expense	

Check Register History

Vendor #	Invoice #	Description	Date Due	Total Amount	Check-Acct	Inv Date	
Vendor Name		PO Number	Transaction #	Date Paid	1099 Trans-MMY	Claim-Number	Liquidation
CC-Transaction	CC-Vendor	CC-Name	CC-Card Number	CC-Invoice	Project Number		
Account Number		Account Description		Amount	Action		
*** Check-Number= 36251 Vendor Name= SOUTHPASS DESIGN* Check Date= 07/13/2023 Check Amount= 44.41***							
67	230947	JUNE1- JUNE 30,2023		7/13/2023	2,172.50	1	7/10/2023
SOUTHWEST ENGINEERS*			C 36252	7/13/2023	No	07/2023	
No							
Image: M:\BUCS\DATA\Images\2023 CHECKS\07-13-23\07102023_OASouthwest Engineers.pdf							
10-530-930		ENGINEERING FEES			2,172.50	Expense	
67	230948	JUNE1- JUNE 30,2023		7/13/2023	2,217.58	1	7/10/2023
SOUTHWEST ENGINEERS*			C 36252	7/13/2023	No	07/2023	
No							
Image: M:\BUCS\DATA\Images\2023 CHECKS\07-13-23\07102023_OASouthwest Engineers.pdf							
10-530-930		ENGINEERING FEES			2,217.58	Expense	
*** Check-Number= 36252 Vendor Name= SOUTHWEST ENGINEERS* Check Date= 07/13/2023 Check Amount= 4,390.08***							
1042	549910	VEHICLE REPAIR		7/13/2023	33.61	1	7/7/2023
THIRD COAST DISTRIBUTING*			C 36253	7/13/2023	No	07/2023	
No							
Image: M:\BUCS\DATA\Images\2023 CHECKS\07-13-23\07072023_0kn Q.pdf							
10-520-620		VEHICLE REPAIR			33.61	Expense	
1042	549977	VEHICLE REPAIR		7/13/2023	113.38	1	7/7/2023
THIRD COAST DISTRIBUTING*			C 36253	7/13/2023	No	07/2023	
No							
Image: M:\BUCS\DATA\Images\2023 CHECKS\07-13-23\07072023_0kn Q.pdf							
10-520-620		VEHICLE REPAIR			113.38	Expense	

Check Register History

Vendor #	Invoice #	Description	Date Due	Total Amount	Check-Acct	Inv Date	
Vendor Name		PO Number	Transaction #	Date Paid	1099 Trans-MMY	Claim-Number	Liquidation
CC-Transaction	CC-Vendor	CC-Name	CC-Card Number	CC-Invoice	Project Number		
Account Number		Account Description		Amount	Action		
*** Check-Number= 36253 Vendor Name= THIRD COAST DISTRIBUTING* Check Date= 07/13/2023 Check Amount= 146.99***							
180	20230713-1	CONTRACT LABOR		7/13/2023	110.00	1	7/13/2023
ANGIUANO,VICTOR*			C 36254	7/13/2023	Yes	07/2023	
No							
Image: M:\BUCS\DATA\Images\2023 CHECKS\07-13-23\07132023_La Vernia Police Department Timesheet.pdf							
10-520-011		CONTRACT LABOR			110.00	Expense	
*** Check-Number= 36254 Vendor Name= ANGIUANO,VICTOR* Check Date= 07/13/2023 Check Amount= 110.00***							
1241	20230713-1	CONTRACT LABOR		7/13/2023	88.00	1	7/13/2023
BARTELL, MARK*			C 36255	7/13/2023	No	07/2023	
No							
Image: M:\BUCS\DATA\Images\2023 CHECKS\07-13-23\07132023_La Vernia Police Department Timesheet.pdf							
10-520-011		CONTRACT LABOR			88.00	Expense	
*** Check-Number= 36255 Vendor Name= BARTELL, MARK* Check Date= 07/13/2023 Check Amount= 88.00***							
1371	20230713-1	MOTORCYCLE		7/13/2023	200.00	1	7/13/2023
DEHOYOS, ART*			C 36256	7/13/2023	No	07/2023	
No							
Image: M:\BUCS\DATA\Images\2023 CHECKS\07-13-23\07132023_La Vernia Police Department Timesheet.pdf							
10-520-011		CONTRACT LABOR			200.00	Expense	
*** Check-Number= 36256 Vendor Name= DEHOYOS, ART* Check Date= 07/13/2023 Check Amount= 200.00***							
1372	20230713-1	MOTORCYCLE		7/13/2023	200.00	1	7/13/2023
GARCIA, TONY*			C 36257	7/13/2023	No	07/2023	
No							

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 Date 8/8/2023
 Time 7:24 PM

City of Lavernia

Section 4, Item D.

Check Register History

Vendor #	Invoice #	Description	Date Due	Total Amount	Check-Acct	Inv Date	
Vendor Name		PO Number	Transaction #	Date Paid	1099 Trans-MMY	Claim-Number	Liquidation
CC-Transaction	CC-Vendor	CC-Name	CC-Card Number	CC-Invoice	Project Number		
Account Number	Account Description		Amount	Action			
	Image: M:\BUCS\DATA\Images\2023 CHECKS\07-13-23\07132023_La Vernia Police Department Timesheet.pdf						
10-520-011		CONTRACT LABOR		200.00	Expense		
*** Check-Number= 36257 Vendor Name= GARCIA, TONY* Check Date= 07/13/2023 Check Amount= 200.00***							
1111	20230713-1	MOTORCYCLE		7/13/2023	200.00	1	7/13/2023
HORNER, ROGER*			C 36258	7/13/2023	Yes	07/2023	
No							
	Image: M:\BUCS\DATA\Images\2023 CHECKS\07-13-23\07132023_La Vernia Police Department Timesheet.pdf						
10-520-011		CONTRACT LABOR		200.00	Expense		
1111	20230713-2	CONTRACT LABOR		7/13/2023	132.00	1	7/13/2023
HORNER, ROGER*			C 36258	7/13/2023	Yes	07/2023	
No							
	Image: M:\BUCS\DATA\Images\2023 CHECKS\07-13-23\07132023_La Vernia Police Department Timesheet.pdf						
10-520-011		CONTRACT LABOR		132.00	Expense		
*** Check-Number= 36258 Vendor Name= HORNER, ROGER* Check Date= 07/13/2023 Check Amount= 332.00***							
97	20230713-1	CONTRACT LABOR		7/13/2023	88.00	1	7/13/2023
PATTY, CHARLES R*			C 36259	7/13/2023	Yes	07/2023	
No							
	Image: M:\BUCS\DATA\Images\2023 CHECKS\07-13-23\07132023_La Vernia Police Department Timesheet.pdf						
10-520-011		CONTRACT LABOR		88.00	Expense		
*** Check-Number= 36259 Vendor Name= PATTY, CHARLES R* Check Date= 07/13/2023 Check Amount= 88.00***							
1416	20230714-1	TRAINING		7/17/2023	192.86	1	7/14/2023
CARVAJAL, FELICIA*			C 36260	7/17/2023	No	07/2023	

Check Register History

Vendor #	Invoice #	Description	Date Due	Total Amount	Check-Acct	Inv Date	
Vendor Name		PO Number	Transaction #	Date Paid	1099 Trans-MMY	Claim-Number	Liquidation
CC-Transaction	CC-Vendor	CC-Name	CC-Card Number	CC-Invoice	Project Number		
Account Number	Account Description		Amount	Action			
No							
	Image: M:\BUCS\DATA\Images\2023 CHECKS\07-20-23\07062023_10-515450.pdf						
10-515-450		EMPLOYEE TRAINING		192.86	Expense		
*** Check-Number= 36260 Vendor Name= CARVAJAL, FELICIA* Check Date= 07/17/2023 Check Amount= 192.86***							
1427	20230717-1	PARK DEPOSIT REFUND		7/20/2023	100.00 1	7/17/2023	
BROOKS, KRISTINE*			C 36261	7/20/2023	No 07/2023		
No							
	Image: M:\BUCS\DATA\Images\2023 CHECKS\07-20-23\07172023_ark Rental Agreement.pdf						
10-400-050		PARK USE INCOME		100.00	Revenue		
*** Check-Number= 36261 Vendor Name= BROOKS, KRISTINE* Check Date= 07/20/2023 Check Amount= 100.00***							
11	49232	CITY		7/20/2023	239.50 1	7/19/2023	
DENTON, NAVARRO, ROCHA, BERNAL, & ZECH,*			C 36262	7/20/2023	Yes 07/2023		
No							
	Image: M:\BUCS\DATA\Images\2023 CHECKS\07-20-23\06202023_DNRB_Z.pdf						
10-510-420		LEGAL & PROFESSIONAL - LEGAL		239.50	Expense		
11	49233	CITY		7/20/2023	210.00 1	7/18/2023	
DENTON, NAVARRO, ROCHA, BERNAL, & ZECH,*			C 36262	7/20/2023	Yes 07/2023		
No							
	Image: M:\BUCS\DATA\Images\2023 CHECKS\07-20-23\06202023_DNRB_Z.pdf						
10-510-420		LEGAL & PROFESSIONAL - LEGAL		210.00	Expense		
*** Check-Number= 36262 Vendor Name= DENTON, NAVARRO, ROCHA, BERNAL, & ZECH,* Check Date= 07/20/2023 Check Amount= 449.50***							
1327	20230719-1	PARK REFUND		7/20/2023	75.00 1	7/19/2023	

Check Register History

Vendor #	Invoice #	Description	Date Due	Total Amount	Check-Acct	Inv Date	
Vendor Name		PO Number	Transaction #	Date Paid	1099 Trans-MMY	Claim-Number	Liquidation
CC-Transaction	CC-Vendor	CC-Name	CC-Card Number	CC-Invoice	Project Number		
Account Number	Account Description		Amount		Action		
ELIZONDO, STEPHEN*			C 36263	7/20/2023	No	07/2023	
No	Image: M:\BUCS\DATA\Images\2023 CHECKS\07-20-23\07172023_lja _jp rr_ iCa- IX.pdf						
10-400-050		PARK USE INCOME			75.00	Revenue	
*** Check-Number= 36263 Vendor Name= ELIZONDO, STEPHEN* Check Date= 07/20/2023 Check Amount= 75.00***							
30	20230718-1	TELEPHONE		7/20/2023	380.73	1	7/18/2023
FRONTIER *			C 36264	7/20/2023	No	07/2023	
No	Image: M:\BUCS\DATA\Images\2023 CHECKS\07-20-23\07182023_WAHS TOPA^.pdf						
40-540-240		TELEPHONE			380.73	Expense	
*** Check-Number= 36264 Vendor Name= FRONTIER * Check Date= 07/20/2023 Check Amount= 380.73***							
322	NP64747243	VEHICLE FUEL		7/20/2023	2,192.09	1	7/17/2023
FUELMAN*			C 36265	7/20/2023	No	07/2023	
No	Image: M:\BUCS\DATA\Images\2023 CHECKS\07-20-23\07032023_NUM.pdf						
10-530-610		VEHICLE FUEL			623.48	Expense	
10-580-610		VEHICLE FUEL			177.07	Expense	
10-520-610		VEHICLE FUEL			1,391.54	Expense	
*** Check-Number= 36265 Vendor Name= FUELMAN* Check Date= 07/20/2023 Check Amount= 2,192.09***							
102	8217	WWTP OPERATIONS		7/20/2023	1,490.00	1	7/18/2023
HIERHOLZER ENGINEERING, INC.*			C 36266	7/20/2023	No	07/2023	
No	Image: M:\BUCS\DATA\Images\2023 CHECKS\07-20-23\07172023_Hierholzer Engineering, Inc. Post Office Box 300 Seguin.pdf						

Check Register History

Vendor #	Invoice #	Description	Date Due	Total Amount	Check-Acct	Inv Date	
Vendor Name	PO Number	Transaction #	Date Paid	1099	Trans-MMY	Claim-Number	Liquidation
CC-Transaction	CC-Vendor	CC-Name	CC-Card Number	CC-Invoice	Project Number		
Account Number	Account Description			Amount	Action		
40-540-820	WWTP OPERATION			1,490.00	Expense		

*** Check-Number= 36266 Vendor Name= HIERHOLZER ENGINEERING, INC.* Check Date= 07/20/2023 Check Amount= 1,490.00***

264	628224862	MEDICAL	7/20/2023	16,924.20	1	7/14/2023
HUMANA*		C 36267	7/20/2023	No	07/2023	
No						

Image: M:\BUCS\DATA\Images\2023 CHECKS\07-20-23\07142023_Payment Coupon August 1,2023 \$16,113.99.pdf

10-215-145	MEDICAL PAYABLE			14,388.88	Liability	
12-215-146	MEDICAL PAYABLE			58.97	Liability	
40-200-150	MEDICAL PAYABLE			2,476.35	Liability	

*** Check-Number= 36267 Vendor Name= HUMANA* Check Date= 07/20/2023 Check Amount= 16,924.20***

966	20230717-1	VEHICLE REPAIR	7/20/2023	225.00	1	7/17/2023
LA VERNIA CAR WASH*		C 36268	7/20/2023	No	07/2023	
No						

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10-520-620	VEHICLE REPAIR			225.00	Expense	
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*** Check-Number= 36268 Vendor Name= LA VERNIA CAR WASH* Check Date= 07/20/2023 Check Amount= 225.00***

73	20230717-1	Jun-23	7/20/2023	16.63	1	7/17/2023
LINEBARGER GOGGAN BLAIR & SAMPSON LLP*		C 36269	7/20/2023	No	07/2023	
No						

Image: M:\BUCS\DATA\Images\2023 CHECKS\07-20-23\07172023_Linebarger Goggan Blair &Sampson, LLP AiroRNEVs AT Law .pdf

10-510-421	LEGAL & PROFESSIONAL - COLLECT			16.63	Expense	
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*** Check-Number= 36269 Vendor Name= LINEBARGER GOGGAN BLAIR & SAMPSON LLP* Check Date= 07/20/2023 Check Amount= 16.63***

Check Register History

Vendor #	Invoice #	Description	Date Due	Total Amount	Check-Acct	Inv Date	
Vendor Name		PO Number	Transaction #	Date Paid	1099 Trans-MMY	Claim-Number	Liquidation
CC-Transaction	CC-Vendor	CC-Name	CC-Card Number	CC-Invoice	Project Number		
Account Number		Account Description		Amount	Action		
1426	20230717-1	WATER DEPOSIT REFUND ON ACCOUNT 1261		7/20/2023	91.33	1	7/17/2023
MONTES, ELISE*			C 36270	7/20/2023	No	07/2023	
No							
		Image: M:\BUCS\DATA\Images\2023 CHECKS\07-20-23\06212023_Final Billing Statement Monday, July 17, 2023.pdf					
40-540-281		DEPOSIT REFUND			91.33	Expense	
*** Check-Number= 36270 Vendor Name= MONTES, ELISE* Check Date= 07/20/2023 Check Amount= 91.33***							
1035	2942	PARK		7/20/2023	403.00	1	7/19/2023
OSO CONSTRUCTION & MATERIALS*			C 36271	7/20/2023	No	07/2023	
No							
		Image: M:\BUCS\DATA\Images\2023 CHECKS\07-20-23\07172023_Invoice.pdf					
10-580-655		REPAIR AND MAINTENANCE			403.00	Expense	
1035	2947	PARK		7/20/2023	731.00	1	7/19/2023
OSO CONSTRUCTION & MATERIALS*			C 36271	7/20/2023	No	07/2023	
No							
		Image: M:\BUCS\DATA\Images\2023 CHECKS\07-20-23\07172023_Invoice.pdf					
10-580-655		REPAIR AND MAINTENANCE			731.00	Expense	
*** Check-Number= 36271 Vendor Name= OSO CONSTRUCTION & MATERIALS* Check Date= 07/20/2023 Check Amount= 1,134.00***							
149	0242198	SUPPLIES		7/20/2023	371.84	1	7/19/2023
POLLARDWATER*			C 36272	7/20/2023	No	07/2023	
No							
		Image: M:\BUCS\DATA\Images\2023 CHECKS\07-20-23\07192023_PaUardwater.pdf					
40-540-810		SUPPLIES AND REPAIRS			371.84	Expense	

Check Register History

Vendor #	Invoice #	Description	Date Due	Total Amount	Check-Acct	Inv Date	
Vendor Name		PO Number	Transaction #	Date Paid	1099 Trans-MMY	Claim-Number	Liquidation
CC-Transaction	CC-Vendor	CC-Name	CC-Card Number	CC-Invoice	Project Number		
Account Number		Account Description		Amount	Action		
*** Check-Number= 36272 Vendor Name= POLLARDWATER* Check Date= 07/20/2023 Check Amount= 371.84***							
1425	20230714-1	WATER DEPOSIT REFUND ON ACCOUNT 1417		7/20/2023	119.80	1	7/14/2023
RESENDEZ, KENNETH*			C 36273	7/20/2023	No	07/2023	
No							
Image: M:\BUCS\DATA\Images\2023 CHECKS\07-20-23\06212023_Final Billing Statement Friday, July 14, 2023.pdf							
40-540-281		DEPOSIT REFUND			119.80	Expense	
*** Check-Number= 36273 Vendor Name= RESENDEZ, KENNETH* Check Date= 07/20/2023 Check Amount= 119.80***							
29	20230719-1	POSTAGE		7/20/2023	700.00	1	7/19/2023
UNITED STATES POSTAL SERVICE*			C 36274	7/20/2023	No	07/2023	
No							
Image: M:\BUCS\DATA\Images\2023 CHECKS\07-20-23\03132023_1,400.00] 1_ [.pdf							
40-540-260		POSTAGE			700.00	Expense	
*** Check-Number= 36274 Vendor Name= UNITED STATES POSTAL SERVICE* Check Date= 07/20/2023 Check Amount= 700.00***							
1151	20230724-1	CONTRACT LABOR		7/27/2023	132.00	1	7/24/2023
CONNOLLY, BENJAMIN*			C 36275	7/27/2023	Yes	07/2023	
No							
Image: M:\BUCS\DATA\Images\2023 CHECKS\07-27-23\06252023_La Vernia Police Department Timesheet.pdf							
10-520-011		CONTRACT LABOR			132.00	Expense	
*** Check-Number= 36275 Vendor Name= CONNOLLY, BENJAMIN* Check Date= 07/27/2023 Check Amount= 132.00***							
11	49231	CITY		7/27/2023	849.42	1	7/19/2023
DENTON, NAVARRO, ROCHA, BERNAL, & ZECH,*			C 36276	7/27/2023	Yes	07/2023	
No							

Check Register History

Vendor #	Invoice #	Description	Date Due	Total Amount	Check-Acct	Inv Date	
Vendor Name		PO Number	Transaction #	Date Paid	1099 Trans-MMY	Claim-Number	Liquidation
CC-Transaction	CC-Vendor	CC-Name	CC-Card Number	CC-Invoice	Project Number		
Account Number	Account Description		Amount	Action			
	Image: M:\BUCS\DATA\Images\2023 CHECKS\07-27-23\06122023_DNRB_Z.pdf						
10-510-420		LEGAL & PROFESSIONAL - LEGAL		849.42	Expense		
*** Check-Number= 36276 Vendor Name= DENTON, NAVARRO, ROCHA, BERNAL, & ZECH,* Check Date= 07/27/2023 Check Amount=				849.42***			
39	857001683-23	CHLORINE		7/27/2023	1,338.33	1	7/26/2023
DPC INDUSTRIES INC*			C 36277	7/27/2023	No	07/2023	
No							
	Image: M:\BUCS\DATA\Images\2023 CHECKS\07-27-23\07212023_REMIT TO.pdf						
40-540-840		CHEMICALS		1,338.33	Expense		
39	857001752-23	CHLORINE		7/27/2023	1,116.62	1	7/26/2023
DPC INDUSTRIES INC*			C 36277	7/27/2023	No	07/2023	
No							
	Image: M:\BUCS\DATA\Images\2023 CHECKS\07-27-23\07212023_REMIT TO.pdf						
40-540-840		CHEMICALS		1,116.62	Expense		
*** Check-Number= 36277 Vendor Name= DPC INDUSTRIES INC* Check Date= 07/27/2023 Check Amount=				2,454.95***			
255	20230726-1	PARK DEPOSIT REFUND		7/27/2023	25.00	1	7/26/2023
GRACE BIBLE CHURCH OF LA VERNIA*			C 36278	7/27/2023	No	07/2023	
No							
	Image: M:\BUCS\DATA\Images\2023 CHECKS\07-27-23\07262023_Park Rental Agreement.pdf						
10-400-050		PARK USE INCOME		25.00	Revenue		
*** Check-Number= 36278 Vendor Name= GRACE BIBLE CHURCH OF LA VERNIA* Check Date= 07/27/2023 Check Amount=				25.00***			
17	20230724-1	OFFICE CLEANING		7/27/2023	625.00	1	7/24/2023
HYATT, JANET*			C 36279	7/27/2023	Yes	07/2023	

Check Register History

Vendor #	Invoice #	Description	Date Due	Total Amount	Check-Acct	Inv Date	
Vendor Name		PO Number	Transaction #	Date Paid	1099 Trans-MMY	Claim-Number	Liquidation
CC-Transaction	CC-Vendor	CC-Name	CC-Card Number	CC-Invoice	Project Number		
Account Number	Account Description		Amount	Action			
No							
	Image: M:\BUCS\DATA\Images\2023 CHECKS\07-27-23\07242023_S^IC-O_s-of.pdf						
10-510-215		OFFICE CLEANING		625.00	Expense		
*** Check-Number= 36279 Vendor Name= HYATT, JANET* Check Date= 07/27/2023 Check Amount= 625.00***							
1035	2911	STREET REPAIR		7/27/2023	28.00 1	7/19/2023	
OSO CONSTRUCTION & MATERIALS*			C 36280	7/27/2023	No 07/2023		
No							
	Image: M:\BUCS\DATA\Images\2023 CHECKS\07-27-23\07182023_INVOICF.pdf						
10-530-665		STREET REPAIR		28.00	Expense		
1035	2973	STREET REPAIR		7/27/2023	30.00 1	7/27/2023	
OSO CONSTRUCTION & MATERIALS*			C 36280	7/27/2023	No 07/2023		
No							
	Image: M:\BUCS\DATA\Images\2023 CHECKS\07-27-23\07252023_Construction &Materials.pdf						
10-530-665		STREET REPAIR		30.00	Expense		
1035	2976	STREET REPAIR		7/27/2023	112.00 1	7/26/2023	
OSO CONSTRUCTION & MATERIALS*			C 36280	7/27/2023	No 07/2023		
No							
	Image: M:\BUCS\DATA\Images\2023 CHECKS\07-27-23\07252023_Invoice.pdf						
10-530-665		STREET REPAIR		112.00	Expense		
1035	2977	STREET REPAIR		7/27/2023	112.00 1	7/27/2023	
OSO CONSTRUCTION & MATERIALS*			C 36280	7/27/2023	No 07/2023		
No							
	Image: M:\BUCS\DATA\Images\2023 CHECKS\07-27-23\07252023_Construction &Materials.pdf						
10-530-665		STREET REPAIR		112.00	Expense		

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Vendor #	Invoice #	Description	Date Due	Total Amount	Check-Acct	Inv Date	
Vendor Name		PO Number	Transaction #	Date Paid	1099 Trans-MMY	Claim-Number	Liquidation
CC-Transaction	CC-Vendor	CC-Name	CC-Card Number	CC-Invoice	Project Number		
Account Number		Account Description		Amount	Action		
*** Check-Number= 36280 Vendor Name= OSO CONSTRUCTION & MATERIALS* Check Date= 07/27/2023 Check Amount= 282.00***							
46	20230724-1	PARK		7/27/2023	35.99	1	7/24/2023
		PRODUCERS COOPERATIVE MARKETING ASSN*	C 36281	7/27/2023	No		07/2023
		No					
		Image: M:\BUCS\DATA\Images\2023 CHECKS\07-27-23\07242023.pdf					
10-580-690		PARK EQUIPMENT			35.99	Expense	
*** Check-Number= 36281 Vendor Name= PRODUCERS COOPERATIVE MARKETING ASSN* Check Date= 07/27/2023 Check Amount= 35.99***							
1283	20230724-1	CONTRACT LABOR		7/27/2023	132.00	1	7/24/2023
		RIOS, HAROLD*	C 36282	7/27/2023	Yes		07/2023
		No					
		Image: M:\BUCS\DATA\Images\2023 CHECKS\07-27-23\06252023_La Vernia Police Department Timesheet.pdf					
10-520-011		CONTRACT LABOR			132.00	Expense	
*** Check-Number= 36282 Vendor Name= RIOS, HAROLD* Check Date= 07/27/2023 Check Amount= 132.00***							
21	11399	BASIC SERVICE		7/27/2023	7,075.00	1	7/19/2023
		SAN ANTONIO RIVER AUTHORITY*	C 36283	7/27/2023	No		07/2023
		No					
		Image: M:\BUCS\DATA\Images\2023 CHECKS\07-27-23\07012023_RIVER AUTHORITY.pdf					
40-540-820		WWTP OPERATION			7,075.00	Expense	
*** Check-Number= 36283 Vendor Name= SAN ANTONIO RIVER AUTHORITY* Check Date= 07/27/2023 Check Amount= 7,075.00***							
1428	20230726-1	WATER DEPOSIT REFUND ON ACCOUNT 1176		7/27/2023	76.25	1	7/26/2023
		SMART HOMES*	C 36284	7/27/2023	No		07/2023

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Vendor #	Invoice #	Description	Date Due	Total Amount	Check-Acct	Inv Date	
Vendor Name		PO Number	Transaction #	Date Paid	1099 Trans-MMY	Claim-Number	Liquidation
CC-Transaction	CC-Vendor	CC-Name	CC-Card Number	CC-Invoice	Project Number		
Account Number	Account Description		Amount	Action			
No	Image: M:\BUCS\DATA\Images\2023 CHECKS\07-27-23\06212023_Final Billing Statement Monday, July 24, 2023.pdf						
40-540-281		DEPOSIT REFUND		76.25	Expense		
*** Check-Number= 36284 Vendor Name= SMART HOMES* Check Date= 07/27/2023 Check Amount= 76.25***							
378	072223	OFFICE SUPPLIES		7/27/2023	107.24 1	7/24/2023	
SPARKLETTS*			C 36285	7/27/2023	No 07/2023		
No	Image: M:\BUCS\DATA\Images\2023 CHECKS\07-27-23\07242023_PRIMO.pdf						
12-500-220		OFFICE SUPPLIES		107.24	Expense		
*** Check-Number= 36285 Vendor Name= SPARKLETTS* Check Date= 07/27/2023 Check Amount= 107.24***							
1356	3	SUPPLIES		7/27/2023	6,259.82 1	7/24/2023	
WATER WORKS, INC.*			C 36286	7/27/2023	No 07/2023		
No	Image: M:\BUCS\DATA\Images\2023 CHECKS\07-27-23\08202023_INVOICE.pdf						
40-540-810		SUPPLIES AND REPAIRS		6,259.82	Expense		
*** Check-Number= 36286 Vendor Name= WATER WORKS, INC.* Check Date= 07/27/2023 Check Amount= 6,259.82***							
2	2306-317338	SUPPLIES		7/7/2023	2,312.59 1	6/7/2023	
BIG BEAR FEED & SUPPLY*			C 6312023	7/7/2023	No 06/2023		
Yes	486	CITI BANK*		3131	20230707-1		
Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06062023_2305-008503^T_.pdf							
10-580-670		CITY PARK SUPPLIES		342.72	Expense		
40-540-810		SUPPLIES AND REPAIRS		1,855.93	Expense		
10-520-670		GENERAL SUPPLIES		113.94	Expense		

Check Register History

Vendor #	Invoice #	Description	Date Due	Total Amount	Check-Acct	Inv Date	
Vendor Name		PO Number	Transaction #	Date Paid	1099 Trans-MMY	Claim-Number	Liquidation
CC-Transaction	CC-Vendor	CC-Name	CC-Card Number	CC-Invoice	Project Number		
Account Number	Account Description		Amount	Action			
5	23023210	14138 HWY 87 W		313.53	1	6/6/2023	
BUREAU VERITAS NORTH AMERICA INC*			C 6312023	7/7/2023	Yes	06/2023	
Yes	486	CITI BANK*	3131			20230707-1	
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\05252023_INVOICE.pdf						
10-500-300		CONTRACT SERVICES - BV		313.53	Expense		
5	23023211	173 ASH PKWY		1,742.25	1	6/6/2023	
BUREAU VERITAS NORTH AMERICA INC*			C 6312023	7/7/2023	Yes	06/2023	
Yes	486	CITI BANK*	3131			20230707-1	
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\05252023_INVOICE.pdf						
10-500-300		CONTRACT SERVICES - BV		1,742.25	Expense		
5	23023212	112 JUNIPER POINT		1,309.30	1	6/6/2023	
BUREAU VERITAS NORTH AMERICA INC*			C 6312023	7/7/2023	Yes	06/2023	
Yes	486	CITI BANK*	3131			20230707-1	
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\05252023_INVOICE.pdf						
10-500-300		CONTRACT SERVICES - BV		1,309.30	Expense		
5	23023213	105 N MAHOGANY PATH		76.92	1	6/6/2023	
BUREAU VERITAS NORTH AMERICA INC*			C 6312023	7/7/2023	Yes	06/2023	
Yes	486	CITI BANK*	3131			20230707-1	
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\05252023_INVOICE.pdf						
10-500-300		CONTRACT SERVICES - BV		76.92	Expense		
5	23023214	208 ASH		1,294.95	1	6/6/2023	
BUREAU VERITAS NORTH AMERICA INC*			C 6312023	7/7/2023	Yes	06/2023	
Yes	486	CITI BANK*	3131			20230707-1	
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\05252023_INVOICE.pdf						

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Vendor #	Invoice #	Description	Date Due	Total Amount	Check-Acct	Inv Date	
Vendor Name		PO Number	Transaction #	Date Paid	1099 Trans-MMY	Claim-Number	Liquidation
CC-Transaction	CC-Vendor	CC-Name	CC-Card Number	CC-Invoice	CC-Invoice	Project Number	
Account Number	Account Description			Amount	Action		
10-500-300		CONTRACT SERVICES - BV		1,294.95	Expense		
5	23023215	222 SAN ANTONIO		76.92	1	6/6/2023	
	BUREAU VERITAS NORTH AMERICA INC*		C 6312023	7/7/2023	Yes	06/2023	
Yes	486	CITI BANK*		3131		20230707-1	
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\05252023_INVOICE.pdf						
10-500-300		CONTRACT SERVICES - BV		76.92	Expense		
5	23029099	13693 HWY 87 W		76.92	1	6/30/2023	
	BUREAU VERITAS NORTH AMERICA INC*		C 6312023	7/7/2023	Yes	06/2023	
Yes	486	CITI BANK*		3131		20230707-1	
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06292023_Jenn^JBegole.pdf						
10-500-300		CONTRACT SERVICES - BV		76.92	Expense		
5	23029100	201 S CREWS		331.90	1	6/30/2023	
	BUREAU VERITAS NORTH AMERICA INC*		C 6312023	7/7/2023	Yes	06/2023	
Yes	486	CITI BANK*		3131		20230707-1	
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06292023_Jenn^JBegole.pdf						
10-500-300		CONTRACT SERVICES - BV		331.90	Expense		
5	23029101	201 S CREWS		331.90	1	6/30/2023	
	BUREAU VERITAS NORTH AMERICA INC*		C 6312023	7/7/2023	Yes	06/2023	
Yes	486	CITI BANK*		3131		20230707-1	
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06292023_Jenn^JBegole.pdf						
10-500-300		CONTRACT SERVICES - BV		331.90	Expense		
5	23029102	201 S CREWS		397.34	1	7/7/2023	
	BUREAU VERITAS NORTH AMERICA INC*		C 6312023	7/7/2023	Yes	06/2023	
Yes	486	CITI BANK*		3131		20230707-1	

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Vendor #	Invoice #	Description	Date Due	Total Amount	Check-Acct	Inv Date	
Vendor Name		PO Number	Transaction #	Date Paid	1099 Trans-MMY	Claim-Number	Liquidation
CC-Transaction	CC-Vendor	CC-Name		CC-Card Number	CC-Invoice	Project Number	
Account Number		Account Description		Amount	Action		
		Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06292023_Jenn^JBegole.pdf					
10-500-300		CONTRACT SERVICES - BV		397.34	Expense		
5	23029103	117 JUNIPER POINT		529.05	1	6/30/2023	
BUREAU VERITAS NORTH AMERICA INC*			C 6312023	7/7/2023	Yes	06/2023	
Yes	486	CITI BANK*		3131		20230707-1	
		Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06292023_Jenn^JBegole.pdf					
10-500-300		CONTRACT SERVICES - BV		529.05	Expense		
5	23029104	128 JESSICA		133.95	1	6/30/2023	
BUREAU VERITAS NORTH AMERICA INC*			C 6312023	7/7/2023	Yes	06/2023	
Yes	486	CITI BANK*		3131		20230707-1	
		Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06292023_Jenn^JBegole.pdf					
10-500-300		CONTRACT SERVICES - BV		133.95	Expense		
12	230608	SOFTWARE		103.99	1	6/12/2023	
DIRECT TV*			C 6312023	7/7/2023	No	06/2023	
Yes	486	CITI BANK*		3131		20230707-1	
		Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06122023_Summary Statement Date_ 06_08_23 Page 1of 1for_ CITY OF.pdf					
10-520-270		TECHNOLOGY/SOFTWARE UPGRADES		103.99	Expense		
14	20230609-1	UTILITIES		8,692.13	1	6/9/2023	
FELPS*			C 6312023	7/7/2023	No	06/2023	
Yes	486	CITI BANK*		3131		20230707-1	
		Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06092023_Thank you!.pdf					
10-510-290		UTILITIES		855.46	Expense		
40-540-290		UTILITIES		131.75	Expense		
40-540-290		UTILITIES		157.39	Expense		
40-540-290		UTILITIES		3,488.56	Expense		

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Vendor #	Invoice #	Description	Date Due	Total Amount	Check-Acct	Inv Date	
Vendor Name		PO Number	Transaction #	Date Paid	1099 Trans-MMY	Claim-Number	Liquidation
CC-Transaction	CC-Vendor	CC-Name	CC-Card Number	CC-Invoice	Project Number		
Account Number	Account Description		Amount	Action			
40-540-290		UTILITIES		74.04	Expense		
40-540-290		UTILITIES		2,294.61	Expense		
40-540-290		UTILITIES		1,587.00	Expense		
10-580-290		UTILITIES - PARK		103.32	Expense		
15	20230609-1	UTILITIES		1,565.80	1	6/9/2023	
GVEC*			C 6312023	7/7/2023	No	06/2023	
Yes	486	CITI BANK*		3131		20230707-1	
Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06092023_Authorization Code_Transaction ID_Processor Transacti.pdf							
40-540-290		UTILITIES		275.00	Expense		
40-540-290		UTILITIES		90.00	Expense		
10-580-290		UTILITIES - PARK		127.00	Expense		
10-580-290		UTILITIES - PARK		28.00	Expense		
10-580-290		UTILITIES - PARK		39.00	Expense		
10-580-290		UTILITIES - PARK		28.00	Expense		
10-580-290		UTILITIES - PARK		25.00	Expense		
10-580-290		UTILITIES - PARK		826.80	Expense		
40-540-290		UTILITIES		127.00	Expense		
40-540-290		UTILITIES		0.00	Expense		
40-540-290		UTILITIES		0.00	Expense		
20	20V155	GARBAGE		29,668.35	1	6/6/2023	
WASTE CONNECTIONS *			C 6312023	7/7/2023	No	06/2023	
Yes	486	CITI BANK*		3131		20230707-1	
Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06062023_Description.pdf							
40-540-710		GARBAGE COLLECTION EXPENSE		29,668.35	Expense		
40	1237183	SUPPLIES		1,563.14	1	6/6/2023	
FERGUSON*			C 6312023	7/7/2023	No	06/2023	

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Vendor #	Invoice #	Description	Date Due	Total Amount	Check-Acct	Inv Date	
Vendor Name		PO Number	Transaction #	Date Paid	1099 Trans-MMY	Claim-Number	Liquidation
CC-Transaction	CC-Vendor	CC-Name	CC-Card Number		CC-Invoice	Project Number	
Account Number	Account Description			Amount	Action		
Yes	486	CITI BANK*		3131		20230707-1	
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06062023_^FERGUSON.pdf						
40-540-810		SUPPLIES AND REPAIRS			1,563.14	Expense	
40	1238029	SUPPLIES			1,182.86	1	6/9/2023
FERGUSON*			C 6312023	7/7/2023	No	06/2023	
Yes	486	CITI BANK*		3131		20230707-1	
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06082023_Your Payment Confirmation.pdf						
40-540-810		SUPPLIES AND REPAIRS			1,182.86	Expense	
41	215525	VEHICLE REPAIR			82.68	1	6/13/2023
LUBE WORKS #2*			C 6312023	7/7/2023	No	06/2023	
Yes	486	CITI BANK*		3131		20230707-1	
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06122023_INVOICE.pdf						
40-540-620		VEHICLE REPAIR			82.68	Expense	
41	216231	VEHICLE REPAIR			7.00	1	6/23/2023
LUBE WORKS #2*			C 6312023	7/7/2023	No	06/2023	
Yes	486	CITI BANK*		2301		20230707-1	
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06222023_INVOICE.pdf						
10-580-620		VEHICLE REPAIR			7.00	Expense	
61	20230620-1	UNIFORMS			23.94	1	6/20/2023
NARDIS PUBLIC SAFETY*			C 6312023	7/7/2023	No	06/2023	
Yes	486	CITI BANK*		3164		20230707-1	
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06202023_004.pdf						
10-520-250		UNIFORMS			23.94	Expense	
75	13295	SUPPLIES			12.65	1	6/7/2023

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Vendor #	Invoice #	Description	Date Due	Total Amount	Check-Acct	Inv Date	
Vendor Name		PO Number	Transaction #	Date Paid	1099 Trans-MMY	Claim-Number	Liquidation
CC-Transaction	CC-Vendor	CC-Name	CC-Card Number	CC-Invoice	Project Number		
Account Number	Account Description		Amount	Action			
LV PUMP AND SUPPLY *			C 6312023	7/7/2023	No	06/2023	
Yes	486	CITI BANK*		3131		20230707-1	
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06072023_XXXXXXXXXXXXsni.pdf						
40-540-810		SUPPLIES AND REPAIRS			12.65	Expense	
75	13383	SUPPLIES			4.80	1	6/20/2023
LV PUMP AND SUPPLY *			C 6312023	7/7/2023	No	06/2023	
Yes	486	CITI BANK*		3131		20230707-1	
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06202023_LA VERNIA PUMP & SUPPLY, INC. PO BOX 460 LA VERNIA, TX 7.pdf						
40-540-810		SUPPLIES AND REPAIRS			4.80	Expense	
78	317520422	OFFICE SUPPLIES			51.49	1	6/28/2023
OFFICE DEPOT*			C 6312023	7/7/2023	No	06/2023	
Yes	486	CITI BANK*		3131		20230707-1	
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06282023_Your Price_unit S27.71 1.pdf						
10-510-220		OFFICE SUPPLIES			51.49	Expense	
112	20230626-1	TOOLS			199.88	1	6/26/2023
HOME DEPOTCREDIT SERVICES*			C 6312023	7/7/2023	No	06/2023	
Yes	486	CITI BANK*		3156		20230707-1	
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06262023.pdf						
10-530-660		TOOLS			199.88	Expense	
153	47900	ADS			38.00	1	6/6/2023
WILSON COUNTY NEWS*			C 6312023	7/7/2023	No	06/2023	
Yes	486	CITI BANK*		3131		20230707-1	
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\05312023_Statement.pdf						
10-510-490		ADS			38.00	Expense	

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Vendor #	Invoice #	Description	Date Due	Total Amount	Check-Acct	Inv Date	
Vendor Name		PO Number	Transaction #	Date Paid	1099 Trans-MMY	Claim-Number	Liquidation
CC-Transaction	CC-Vendor	CC-Name	CC-Card Number	CC-Card Number	CC-Invoice	Project Number	
Account Number		Account Description		Amount	Action		
165	20230613-1	SUPPLIES		188.08	1	6/13/2023	
HEB GROCERY COMPANY*			C 6312023	7/7/2023	No 06/2023		
Yes	486	CITI BANK*	3123		20230707-1		
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06132023.pdf						
40-540-810		SUPPLIES AND REPAIRS		188.08	Expense		
165	20230620-1	SUPPLIES		56.76	1	6/20/2023	
HEB GROCERY COMPANY*			C 6312023	7/7/2023	No 06/2023		
Yes	486	CITI BANK*	4539		20230707-1		
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06202023_002.pdf						
40-540-810		SUPPLIES AND REPAIRS		56.76	Expense		
165	20230623-1	VEHICLE REPAIR		20.94	1	6/23/2023	
HEB GROCERY COMPANY*			C 6312023	7/7/2023	No 06/2023		
Yes	486	CITI BANK*	3164		20230707-1		
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06232023.pdf						
10-580-620		VEHICLE REPAIR		20.94	Expense		
348	4157315298	UNIFORMS		104.69	1	6/6/2023	
CINTAS CORPORATION*			C 6312023	7/7/2023	No 06/2023		
Yes	486	CITI BANK*	3131		20230707-1		
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06062023_READY FOR THE WORKDAY_.pdf						
10-580-250		UNIFORMS		16.73	Expense		
10-530-250		UNIFORMS		43.55	Expense		
10-510-212		OFFICE EQUIPMENT RENTALS		39.61	Expense		
10-580-690		PARK EQUIPMENT		4.80	Expense		
348	4158002368	UNIFORMS		104.69	1	6/9/2023	
CINTAS CORPORATION*			C 6312023	7/7/2023	No 06/2023		

Check Register History

Vendor #	Invoice #	Description	Date Due	Total Amount	Check-Acct	Inv Date	
Vendor Name		PO Number	Transaction #	Date Paid	1099 Trans-MMY	Claim-Number	Liquidation
CC-Transaction	CC-Vendor	CC-Name	CC-Card Number		CC-Invoice	Project Number	
Account Number	Account Description			Amount	Action		
Yes	486	CITI BANK*		3131		20230707-1	
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\07082023_Selected Invoice Total_ Credits Applied_ Payment on Cre.pdf						
10-580-250		UNIFORMS		16.73	Expense		
10-530-250		UNIFORMS		43.55	Expense		
10-510-212		OFFICE EQUIPMENT RENTALS		39.61	Expense		
10-580-690		PARK EQUIPMENT		4.80	Expense		
348	4158751423	UNIFORMS		104.69	1	6/20/2023	
CINTAS CORPORATION*			C 6312023	7/7/2023	No	06/2023	
Yes	486	CITI BANK*		3131		20230707-1	
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\07152023_Selected invoice Total_ Credits Appiied_ Payment on Cre.pdf						
10-580-250		UNIFORMS		16.73	Expense		
10-530-250		UNIFORMS		43.55	Expense		
10-510-212		OFFICE EQUIPMENT RENTALS		39.61	Expense		
10-580-690		PARK EQUIPMENT		4.80	Expense		
348	4159443067	UNIFORMS		104.69	1	6/23/2023	
CINTAS CORPORATION*			C 6312023	7/7/2023	No	06/2023	
Yes	486	CITI BANK*		3131		20230707-1	
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\07222023__0-5-Sd_{,_.pdf						
10-580-250		UNIFORMS		16.73	Expense		
10-530-250		UNIFORMS		43.55	Expense		
10-510-212		OFFICE EQUIPMENT RENTALS		39.61	Expense		
10-580-690		PARK EQUIPMENT		4.80	Expense		
367	20230707-1	ACTIVATE CARD		2.01	1	6/30/2023	
CITY OF LA VERNIA*			C 6312023	7/7/2023	No	06/2023	
Yes	486	CITI BANK*		5467		20230707-1	
10-510-920		MISCELLANEOUS EXPENSE		2.01	Expense		

Check Register History

Vendor #	Invoice #	Description	Date Due	Total Amount	Check-Acct	Inv Date	
Vendor Name		PO Number	Transaction #	Date Paid	1099 Trans-MMY	Claim-Number	Liquidation
CC-Transaction	CC-Vendor	CC-Name	CC-Card Number	CC-Invoice	Project Number		
Account Number	Account Description			Amount	Action		
367	20230707-2	ACTIVATE CARD		2.01	1	6/30/2023	
CITY OF LA VERNIA*			C 6312023	7/7/2023	No	06/2023	
Yes	486	CITI BANK*		5148		20230707-1	
10-510-920		MISCELLANEOUS EXPENSE		2.01	Expense		
370	11471-06262023	MEDICAL		18.00	1	6/26/2023	
AIRMEDCARE NETWORK*			C 6312023	7/7/2023	No	06/2023	
Yes	486	CITI BANK*		3131		20230707-1	
		Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06232023_Invoice_002.pdf					
10-215-145		MEDICAL PAYABLE		18.00	Liability		
416	4386377178	VEHICLE REPAIR		15.34	1	6/23/2023	
AUTO ZONE*			C 6312023	7/7/2023	No	06/2023	
Yes	486	CITI BANK*		3131		20230707-1	
		Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06082023_fiii_MutoZoe.pdf					
10-520-620		VEHICLE REPAIR		15.34	Expense		
416	4386378683	VEHICLE REPAIR		15.18	1	6/23/2023	
AUTO ZONE*			C 6312023	7/7/2023	No	06/2023	
Yes	486	CITI BANK*		3131		20230707-1	
		Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06082023_fiii_MutoZoe.pdf					
10-520-620		VEHICLE REPAIR		15.18	Expense		
416	4386380428	VEHICLE REPAIR		10.99	1	6/23/2023	
AUTO ZONE*			C 6312023	7/7/2023	No	06/2023	
Yes	486	CITI BANK*		3131		20230707-1	
		Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06082023_fiii_MutoZoe.pdf					
10-520-620		VEHICLE REPAIR		10.99	Expense		

A20330
 Date 8/8/2023
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City of Lavernia

Section 4, Item D.

Check Register History

Vendor #	Invoice #	Description	Date Due	Total Amount	Check-Acct	Inv Date	
Vendor Name		PO Number	Transaction #	Date Paid	1099 Trans-MMY	Claim-Number	Liquidation
CC-Transaction	CC-Vendor	CC-Name	CC-Card Number	CC-Invoice	Project Number		
Account Number	Account Description			Amount	Action		
416	4386387212	VEHICLE REPAIR		20.99	1	6/23/2023	
AUTO ZONE*			C 6312023	7/7/2023	No	06/2023	
Yes	486	CITI BANK*	3131			20230707-1	
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06122023_Order Information.pdf						
10-520-620		VEHICLE REPAIR		20.99	Expense		
416	4386387799	VEHICLE REPAIR		16.99	1	6/23/2023	
AUTO ZONE*			C 6312023	7/7/2023	No	06/2023	
Yes	486	CITI BANK*	3131			20230707-1	
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06122023_Deliver To.pdf						
40-540-620		VEHICLE REPAIR		16.99	Expense		
440	20230607-1	EQUIPMENT		399.99	1	6/7/2023	
TRACTOR SUPPLY CO.*			C 6312023	7/7/2023	No	06/2023	
Yes	486	CITI BANK*	3131			20230707-1	
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06072023.pdf						
40-540-906		EQUIPMENT PURCHASE		399.99	Expense		
440	20230620-1	FAN		169.99	1	6/20/2023	
TRACTOR SUPPLY CO.*			C 6312023	7/7/2023	No	06/2023	
Yes	486	CITI BANK*	3156			20230707-1	
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06202023_001.pdf						
40-540-810		SUPPLIES AND REPAIRS		169.99	Expense		
440	20230628-1	PARK		41.98	1	6/28/2023	
TRACTOR SUPPLY CO.*			C 6312023	7/7/2023	No	06/2023	
Yes	486	CITI BANK*	2301			20230707-1	
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06282023.pdf						

Check Register History

Vendor #	Invoice #	Description	Date Due	Total Amount	Check-Acct	Inv Date	
Vendor Name		PO Number	Transaction #	Date Paid	1099 Trans-MMY	Claim-Number	Liquidation
CC-Transaction	CC-Vendor	CC-Name	CC-Card Number		CC-Invoice	Project Number	
Account Number	Account Description			Amount	Action		
10-580-670		CITY PARK SUPPLIES		41.98	Expense		
479	5664-476874	VEHICLE REPAIR		64.96	1	6/6/2023	
O'REILLY AUTO PARTS*			C 6312023	7/7/2023	No 06/2023		
Yes	486	CITI BANK*		3131	20230707-1		
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06052023_CALL.pdf						
10-520-620		VEHICLE REPAIR		64.96	Expense		
479	5664-477414	VEHICLE REPAIR		112.58	1	6/6/2023	
O'REILLY AUTO PARTS*			C 6312023	7/7/2023	No 06/2023		
Yes	486	CITI BANK*		3131	20230707-1		
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06052023_CALL.pdf						
10-520-620		VEHICLE REPAIR		112.58	Expense		
479	5664-477438	VEHICLE REPAIR		16.99	1	6/6/2023	
O'REILLY AUTO PARTS*			C 6312023	7/7/2023	No 06/2023		
Yes	486	CITI BANK*		3131	20230707-1		
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06052023_CALL.pdf						
40-540-620		VEHICLE REPAIR		16.99	Expense		
479	5664-477637	VEHICLE REPAIR		4.99	1	6/23/2023	
O'REILLY AUTO PARTS*			C 6312023	7/7/2023	No 06/2023		
Yes	486	CITI BANK*		3131	20230707-1		
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06212023_FIRST CALL.pdf						
40-540-620		VEHICLE REPAIR		4.99	Expense		
479	5664-477638	VEHICLE REPAIR		86.06	1	6/23/2023	
O'REILLY AUTO PARTS*			C 6312023	7/7/2023	No 06/2023		
Yes	486	CITI BANK*		3131	20230707-1		

Check Register History

Vendor #	Invoice #	Description	Date Due	Total Amount	Check-Acct	Inv Date	
Vendor Name		PO Number	Transaction #	Date Paid	1099 Trans-MMY	Claim-Number	Liquidation
CC-Transaction	CC-Vendor	CC-Name	CC-Card Number		CC-Invoice	Project Number	
Account Number	Account Description			Amount	Action		
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06222023_Extended.pdf						
10-520-620		VEHICLE REPAIR		86.06	Expense		
479	5664-477883	VEHICLE REPAIR		18.87	1	6/23/2023	
O'REILLY AUTO PARTS*			C 6312023	7/7/2023	No 06/2023		
Yes	486	CITI BANK*		3131	20230707-1		
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06212023_FIRST CALL.pdf						
40-540-620		VEHICLE REPAIR		18.87	Expense		
479	5664-477996	TOOLS		31.98	1	6/13/2023	
O'REILLY AUTO PARTS*			C 6312023	7/7/2023	No 06/2023		
Yes	486	CITI BANK*		3131	20230707-1		
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06122023_DEDICATED TO THE PROFESSIONAL store 5664, 14101 US HIGH.pdf						
10-530-660		TOOLS		31.98	Expense		
479	5664-478019	VEHICLE REPAIR		64.67	1	6/23/2023	
O'REILLY AUTO PARTS*			C 6312023	7/7/2023	No 06/2023		
Yes	486	CITI BANK*		3131	20230707-1		
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06222023_Extended.pdf						
10-520-620		VEHICLE REPAIR		64.67	Expense		
479	5664-478234	VEHICLE REPAIR		77.77	1	6/23/2023	
O'REILLY AUTO PARTS*			C 6312023	7/7/2023	No 06/2023		
Yes	486	CITI BANK*		3131	20230707-1		
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06222023_Extended.pdf						
10-520-620		VEHICLE REPAIR		77.77	Expense		
479	5664-478854	VEHICLE REPAIR		70.97	1	6/23/2023	
O'REILLY AUTO PARTS*			C 6312023	7/7/2023	No 06/2023		

Check Register History

Vendor #	Invoice #	Description	Date Due	Total Amount	Check-Acct	Inv Date	
Vendor Name		PO Number	Transaction #	Date Paid	1099 Trans-MMY	Claim-Number	Liquidation
CC-Transaction	CC-Vendor	CC-Name	CC-Card Number	CC-Invoice	Project Number		
Account Number	Account Description		Amount	Action			
Yes	486	CITI BANK*	3131		20230707-1		
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06222023_Extended.pdf						
10-520-620		VEHICLE REPAIR		70.97	Expense		
479	5664-478864	TOOLS		11.99	1	6/13/2023	
O'REILLY AUTO PARTS*			C 6312023	7/7/2023	No 06/2023		
Yes	486	CITI BANK*	3131		20230707-1		
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06122023_DEDICATED TO THE PROFESSIONAL store 5664, 14101 US HIGH.pdf						
10-530-660		TOOLS		11.99	Expense		
479	5664-478874	VEHICLE REPAIR		(21.00)	1	6/23/2023	
O'REILLY AUTO PARTS*			C 6312023	7/7/2023	No 06/2023		
Yes	486	CITI BANK*	3131		20230707-1		
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06222023_Extended.pdf						
10-520-620		VEHICLE REPAIR		(21.00)	Expense		
479	5664-478925	VEHICLE REPAIR		413.00	1	6/28/2023	
O'REILLY AUTO PARTS*			C 6312023	7/7/2023	No 06/2023		
Yes	486	CITI BANK*	3131		20230707-1		
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06122023_Extended.pdf						
10-520-620		VEHICLE REPAIR		413.00	Expense		
479	5664-478978	VEHICLE REPAIR		(30.00)	1	6/28/2023	
O'REILLY AUTO PARTS*			C 6312023	7/7/2023	No 06/2023		
Yes	486	CITI BANK*	3131		20230707-1		
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06122023_Extended.pdf						
10-520-620		VEHICLE REPAIR		(30.00)	Expense		
479	5664-479072	VEHICLE REPAIR		21.85	1	6/23/2023	

Check Register History

Vendor #	Invoice #	Description	Date Due	Total Amount	Check-Acct	Inv Date		
Vendor Name		PO Number	Transaction #	Date Paid	1099 Trans-MMY	Claim-Number	Liquidation	
CC-Transaction	CC-Vendor	CC-Name	CC-Card Number	CC-Invoice	Project Number			
Account Number	Account Description		Amount	Action				
O'REILLY AUTO PARTS*			C 6312023	7/7/2023	No	06/2023		
Yes	486	CITI BANK*		3131		20230707-1		
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06212023_FIRST CALL.pdf							
40-540-620		VEHICLE REPAIR			21.85	Expense		
479	5664-479115	VEHICLE REPAIR			174.99	1	6/23/2023	
O'REILLY AUTO PARTS*			C 6312023	7/7/2023	No	06/2023		
Yes	486	CITI BANK*		3131		20230707-1		
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06212023_FIRST CALL.pdf							
40-540-620		VEHICLE REPAIR			174.99	Expense		
479	5664-479291	VEHICLE REPAIR			69.31	1	6/23/2023	
O'REILLY AUTO PARTS*			C 6312023	7/7/2023	No	06/2023		
Yes	486	CITI BANK*		3131		20230707-1		
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06222023_Extended.pdf							
10-520-620		VEHICLE REPAIR			69.31	Expense		
479	5664-479350	PARK			13.99	1	6/15/2023	
O'REILLY AUTO PARTS*			C 6312023	7/7/2023	No	06/2023		
Yes	486	CITI BANK*		3131		20230707-1		
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06142023_Extended.pdf							
10-580-655		REPAIR AND MAINTENANCE			13.99	Expense		
479	5664-480448	VEHICLE REPAIR			51.51	1	6/23/2023	
O'REILLY AUTO PARTS*			C 6312023	7/7/2023	No	06/2023		
Yes	486	CITI BANK*		3131		20230707-1		
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06222023_Extended.pdf							
10-520-620		VEHICLE REPAIR			51.51	Expense		

Check Register History

Vendor #	Invoice #	Description	Date Due	Total Amount	Check-Acct	Inv Date	
Vendor Name		PO Number	Transaction #	Date Paid	1099 Trans-MMY	Claim-Number	Liquidation
CC-Transaction	CC-Vendor	CC-Name	CC-Card Number	CC-Card Number	CC-Invoice	Project Number	
Account Number	Account Description		Amount		Action		
479	5664-480451	VEHICLE REPAIR		14.99	1	6/26/2023	
O'REILLY AUTO PARTS*			C 6312023	7/7/2023	No	06/2023	
Yes	486	CITI BANK*		3131		20230707-1	
Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06202023_DEDICATED TO THE PROFESSIONAL store 5664, 14101 US HIGH.pdf							
40-540-620		VEHICLE REPAIR		14.99	Expense		
479	5664-480460	VEHICLE REPAIR		12.05	1	6/23/2023	
O'REILLY AUTO PARTS*			C 6312023	7/7/2023	No	06/2023	
Yes	486	CITI BANK*		3131		20230707-1	
Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06212023_FIRST CALL.pdf							
40-540-620		VEHICLE REPAIR		12.05	Expense		
479	5664-480655	VEHICLE REPAIR		72.31	1	6/23/2023	
O'REILLY AUTO PARTS*			C 6312023	7/7/2023	No	06/2023	
Yes	486	CITI BANK*		3131		20230707-1	
Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06212023_FIRST CALL.pdf							
40-540-620		VEHICLE REPAIR		72.31	Expense		
479	5664-480834	VEHICLE REPAIR		31.98	1	6/23/2023	
O'REILLY AUTO PARTS*			C 6312023	7/7/2023	No	06/2023	
Yes	486	CITI BANK*		3131		20230707-1	
Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06222023_Extended.pdf							
10-520-620		VEHICLE REPAIR		31.98	Expense		
479	5664-480858	VEHICLE REPAIR		4.59	1	6/23/2023	
O'REILLY AUTO PARTS*			C 6312023	7/7/2023	No	06/2023	
Yes	486	CITI BANK*		3131		20230707-1	
Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06222023_Extended.pdf							
10-520-620		VEHICLE REPAIR		4.59	Expense		

Check Register History

Vendor #	Invoice #	Description	Date Due	Total Amount	Check-Acct	Inv Date	
Vendor Name		PO Number	Transaction #	Date Paid	1099 Trans-MMY	Claim-Number	Liquidation
CC-Transaction	CC-Vendor	CC-Name	CC-Card Number		CC-Invoice	Project Number	
Account Number		Account Description		Amount	Action		
479	5664-480859	VEHICLE REPAIR		313.00	1	6/23/2023	
O'REILLY AUTO PARTS*			C 6312023	7/7/2023	No	06/2023	
Yes	486	CITI BANK*		3131		20230707-1	
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06222023_Extended.pdf						
10-520-620		VEHICLE REPAIR		313.00	Expense		
479	5664-481610	VEHICLE REPAIR		41.94	1	6/30/2023	
O'REILLY AUTO PARTS*			C 6312023	7/7/2023	No	06/2023	
Yes	486	CITI BANK*		3131		20230707-1	
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\07022023_L-V__0.pdf						
40-540-620		VEHICLE REPAIR		41.94	Expense		
479	5664-481614	VEHICLE REPAIR		(5.08)	1	6/30/2023	
O'REILLY AUTO PARTS*			C 6312023	7/7/2023	No	06/2023	
Yes	486	CITI BANK*		3131		20230707-1	
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\07022023_L-V__0.pdf						
40-540-620		VEHICLE REPAIR		(5.08)	Expense		
479	5664-481849	VEHICLE REPAIR		18.36	1	6/30/2023	
O'REILLY AUTO PARTS*			C 6312023	7/7/2023	No	06/2023	
Yes	486	CITI BANK*		3131		20230707-1	
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\07022023_L-V__0.pdf						
40-540-620		VEHICLE REPAIR		18.36	Expense		
479	5664-481921	VEHICLE REPAIR		192.18	1	6/28/2023	
O'REILLY AUTO PARTS*			C 6312023	7/7/2023	No	06/2023	
Yes	486	CITI BANK*		3131		20230707-1	
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06272023_1KRY.pdf						

Check Register History

Vendor #	Invoice #	Description	Date Due	Total Amount	Check-Acct	Inv Date	
Vendor Name		PO Number	Transaction #	Date Paid	1099 Trans-MMY	Claim-Number	Liquidation
CC-Transaction	CC-Vendor	CC-Name	CC-Card Number		CC-Invoice	Project Number	
Account Number	Account Description			Amount	Action		
40-540-620		VEHICLE REPAIR		192.18	Expense		
479	5664-482033	VEHICLE REPAIR		38.97	1	6/28/2023	
O'REILLY AUTO PARTS*			C 6312023	7/7/2023	No 06/2023		
Yes	486	CITI BANK*		3131	20230707-1		
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06122023_Extended.pdf						
10-520-620		VEHICLE REPAIR		38.97	Expense		
479	5664-482249	VEHICLE REPAIR		9.40	1	6/30/2023	
O'REILLY AUTO PARTS*			C 6312023	7/7/2023	No 06/2023		
Yes	486	CITI BANK*		3131	20230707-1		
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\07022023_L-V__0.pdf						
40-540-620		VEHICLE REPAIR		9.40	Expense		
479	5664-482260	VEHICLE REPAIR		20.67	1	6/30/2023	
O'REILLY AUTO PARTS*			C 6312023	7/7/2023	No 06/2023		
Yes	486	CITI BANK*		3131	20230707-1		
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\07022023_L-V__0.pdf						
40-540-620		VEHICLE REPAIR		20.67	Expense		
479	5664-482308	VEHICLE REPAIR		50.62	1	6/30/2023	
O'REILLY AUTO PARTS*			C 6312023	7/7/2023	No 06/2023		
Yes	486	CITI BANK*		3131	20230707-1		
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\07022023_BillwZ FIRST gUIW CALL.pdf						
10-520-620		VEHICLE REPAIR		50.62	Expense		
479	5664-482449	VEHICLE REPAIR		73.45	1	6/30/2023	
O'REILLY AUTO PARTS*			C 6312023	7/7/2023	No 06/2023		
Yes	486	CITI BANK*		3131	20230707-1		

A20330
 Date 8/8/2023
 Time 7:24 PM

City of Lavernia

Check Register History

Vendor #	Invoice #	Description	Date Due	Total Amount	Check-Acct	Inv Date	
Vendor Name		PO Number	Transaction #	Date Paid	1099 Trans-MMY	Claim-Number	Liquidation
CC-Transaction	CC-Vendor	CC-Name	CC-Card Number	CC-Invoice	Project Number		
Account Number	Account Description			Amount	Action		
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06302023_Extended.pdf						
10-580-620		VEHICLE REPAIR		73.45	Expense		
479	5664-482452	VEHICLE REPAIR		56.97	1	6/30/2023	
O'REILLY AUTO PARTS*			C 6312023	7/7/2023	No 06/2023		
Yes	486	CITI BANK*		3131	20230707-1		
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06302023_Extended.pdf						
40-540-620		VEHICLE REPAIR		56.97	Expense		
479	5664-482453	VEHICLE REPAIR		(9.25)	1	6/30/2023	
O'REILLY AUTO PARTS*			C 6312023	7/7/2023	No 06/2023		
Yes	486	CITI BANK*		3131	20230707-1		
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06302023_Extended.pdf						
40-540-620		VEHICLE REPAIR		(9.25)	Expense		
479	5664-482787	VEHICLE REPAIR		87.92	1	6/30/2023	
O'REILLY AUTO PARTS*			C 6312023	7/7/2023	No 06/2023		
Yes	486	CITI BANK*		3131	20230707-1		
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\07022023_L-V__0.pdf						
10-520-620		VEHICLE REPAIR		87.92	Expense		
479	5664-482816	VEHICLE REPAIR		23.13	1	6/30/2023	
O'REILLY AUTO PARTS*			C 6312023	7/7/2023	No 06/2023		
Yes	486	CITI BANK*		3131	20230707-1		
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\07022023_L-V__0.pdf						
10-520-620		VEHICLE REPAIR		23.13	Expense		
479	5664-482972	VEHICLE REPAIR		309.41	1	6/30/2023	
O'REILLY AUTO PARTS*			C 6312023	7/7/2023	No 06/2023		

Check Register History

Vendor #	Invoice #	Description	Date Due	Total Amount	Check-Acct	Inv Date	
Vendor Name		PO Number	Transaction #	Date Paid	1099 Trans-MMY	Claim-Number	Liquidation
CC-Transaction	CC-Vendor	CC-Name	CC-Card Number		CC-Invoice	Project Number	
Account Number	Account Description			Amount	Action		
Yes	486	CITI BANK*		3131		20230707-1	
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\07022023_L-V__0.pdf						
10-520-620		VEHICLE REPAIR		309.41	Expense		
479	5664-483028	VEHICLE REPAIR		85.68	1	6/30/2023	
O'REILLY AUTO PARTS*			C 6312023	7/7/2023	No	06/2023	
Yes	486	CITI BANK*		3131		20230707-1	
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\07022023_L-V__0.pdf						
10-520-620		VEHICLE REPAIR		85.68	Expense		
479	5664-483050	VEHICLE REPAIR		6.68	1	6/30/2023	
O'REILLY AUTO PARTS*			C 6312023	7/7/2023	No	06/2023	
Yes	486	CITI BANK*		3131		20230707-1	
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\07022023_BillwZ FIRST gUIW CALL.pdf						
10-520-620		VEHICLE REPAIR		6.68	Expense		
486	20230707-1	JUNE2023 CREDIT CARD		7/7/2023	71,473.09	1	7/7/2023
CITI BANK*			C 6312023	7/7/2023	No	06/2023	
No							
	Card Number	Invoice Date	Vendor Name		Amount		
	2301	7/7/2023	LUBE WORKS #2*		7.00		
	2301	7/7/2023	TRACTOR SUPPLY CO.*		41.98		
	2301	7/7/2023	AMAZON.COM*		14.99		
	2301	7/7/2023	TEXAS ALCOHOLIC BEVERAGE COMMISSION*		51.38		
	2301	7/7/2023	THE UPS STORE 6504*		55.22		
	2301	7/7/2023	NEXTIVA*		433.00		
	3123	7/7/2023	HEB GROCERY COMPANY*		188.08		
	3123	7/7/2023	AMAZON.COM*		61.33		
	3123	7/7/2023	EWALD KUBOTA*		61.17		

Check Register History

Vendor #	Invoice #	Description	Date Due	Total Amount	Check-Acct	Inv Date		
Vendor Name		PO Number	Transaction #	Date Paid	1099 Trans-MMY	Claim-Number	Liquidation	
CC-Transaction	CC-Vendor	CC-Name	CC-Card Number	CC-Invoice	Project Number			
Account Number		Account Description		Amount	Action			
	3123	7/7/2023	TELLUS EQUIPMENT*	162.32				
	3123	7/7/2023	LV FRESH DONUTS*	54.00				
	3123	7/7/2023	WESTRIDGE PET HOSPITAL*	339.60				
	3131	7/7/2023	BIG BEAR FEED & SUPPLY*	2,312.59				
	3131	7/7/2023	BUREAU VERITAS NORTH AMERICA INC*	313.53				
	3131	7/7/2023	BUREAU VERITAS NORTH AMERICA INC*	1,742.25				
	3131	7/7/2023	BUREAU VERITAS NORTH AMERICA INC*	1,309.30				
	3131	7/7/2023	BUREAU VERITAS NORTH AMERICA INC*	76.92				
	3131	7/7/2023	BUREAU VERITAS NORTH AMERICA INC*	1,294.95				
	3131	7/7/2023	BUREAU VERITAS NORTH AMERICA INC*	76.92				
	3131	7/7/2023	BUREAU VERITAS NORTH AMERICA INC*	76.92				
	3131	7/7/2023	BUREAU VERITAS NORTH AMERICA INC*	331.90				
	3131	7/7/2023	BUREAU VERITAS NORTH AMERICA INC*	331.90				
	3131	7/7/2023	BUREAU VERITAS NORTH AMERICA INC*	397.34				
	3131	7/7/2023	BUREAU VERITAS NORTH AMERICA INC*	529.05				
	3131	7/7/2023	BUREAU VERITAS NORTH AMERICA INC*	133.95				
	3131	7/7/2023	DIRECT TV*	103.99				
	3131	7/7/2023	FELPS*	8,692.13				
	3131	7/7/2023	GVEC*	1,565.80				
	3131	7/7/2023	WASTE CONNECTIONS *	29,668.35				
	3131	7/7/2023	FERGUSON*	1,563.14				
	3131	7/7/2023	FERGUSON*	1,182.86				
	3131	7/7/2023	LUBE WORKS #2*	82.68				
	3131	7/7/2023	LV PUMP AND SUPPLY *	12.65				
	3131	7/7/2023	LV PUMP AND SUPPLY *	4.80				
	3131	7/7/2023	OFFICE DEPOT*	51.49				
	3131	7/7/2023	WILSON COUNTY NEWS*	38.00				
	3131	7/7/2023	CINTAS CORPORATION*	104.69				
	3131	7/7/2023	CINTAS CORPORATION*	104.69				

Check Register History

Vendor #	Invoice #	Description	Date Due	Total Amount	Check-Acct	Inv Date	
Vendor Name		PO Number	Transaction #	Date Paid	1099 Trans-MMY	Claim-Number	Liquidation
CC-Transaction	CC-Vendor	CC-Name	CC-Card Number	CC-Invoice	Project Number		
Account Number		Account Description		Amount	Action		
	3131	7/7/2023	CINTAS CORPORATION*	104.69			
	3131	7/7/2023	CINTAS CORPORATION*	104.69			
	3131	7/7/2023	AIRMEDCARE NETWORK*	18.00			
	3131	7/7/2023	AUTO ZONE*	15.34			
	3131	7/7/2023	AUTO ZONE*	15.18			
	3131	7/7/2023	AUTO ZONE*	10.99			
	3131	7/7/2023	AUTO ZONE*	20.99			
	3131	7/7/2023	AUTO ZONE*	16.99			
	3131	7/7/2023	TRACTOR SUPPLY CO.*	399.99			
	3131	7/7/2023	O'REILLY AUTO PARTS*	64.96			
	3131	7/7/2023	O'REILLY AUTO PARTS*	112.58			
	3131	7/7/2023	O'REILLY AUTO PARTS*	16.99			
	3131	7/7/2023	O'REILLY AUTO PARTS*	4.99			
	3131	7/7/2023	O'REILLY AUTO PARTS*	86.06			
	3131	7/7/2023	O'REILLY AUTO PARTS*	18.87			
	3131	7/7/2023	O'REILLY AUTO PARTS*	31.98			
	3131	7/7/2023	O'REILLY AUTO PARTS*	64.67			
	3131	7/7/2023	O'REILLY AUTO PARTS*	77.77			
	3131	7/7/2023	O'REILLY AUTO PARTS*	70.97			
	3131	7/7/2023	O'REILLY AUTO PARTS*	11.99			
	3131	7/7/2023	O'REILLY AUTO PARTS*	(21.00)			
	3131	7/7/2023	O'REILLY AUTO PARTS*	413.00			
	3131	7/7/2023	O'REILLY AUTO PARTS*	(30.00)			
	3131	7/7/2023	O'REILLY AUTO PARTS*	21.85			
	3131	7/7/2023	O'REILLY AUTO PARTS*	174.99			
	3131	7/7/2023	O'REILLY AUTO PARTS*	69.31			
	3131	7/7/2023	O'REILLY AUTO PARTS*	13.99			
	3131	7/7/2023	O'REILLY AUTO PARTS*	51.51			
	3131	7/7/2023	O'REILLY AUTO PARTS*	14.99			

Check Register History

Vendor #	Invoice #	Description	Date Due	Total Amount	Check-Acct	Inv Date	
Vendor Name		PO Number	Transaction #	Date Paid	1099 Trans-MMY	Claim-Number	Liquidation
CC-Transaction	CC-Vendor	CC-Name	CC-Card Number	CC-Invoice	Project Number		
Account Number		Account Description		Amount	Action		
3131		7/7/2023	O'REILLY AUTO PARTS*	12.05			
3131		7/7/2023	O'REILLY AUTO PARTS*	72.31			
3131		7/7/2023	O'REILLY AUTO PARTS*	31.98			
3131		7/7/2023	O'REILLY AUTO PARTS*	4.59			
3131		7/7/2023	O'REILLY AUTO PARTS*	313.00			
3131		7/7/2023	O'REILLY AUTO PARTS*	41.94			
3131		7/7/2023	O'REILLY AUTO PARTS*	(5.08)			
3131		7/7/2023	O'REILLY AUTO PARTS*	18.36			
3131		7/7/2023	O'REILLY AUTO PARTS*	192.18			
3131		7/7/2023	O'REILLY AUTO PARTS*	38.97			
3131		7/7/2023	O'REILLY AUTO PARTS*	9.40			
3131		7/7/2023	O'REILLY AUTO PARTS*	20.67			
3131		7/7/2023	O'REILLY AUTO PARTS*	50.62			
3131		7/7/2023	O'REILLY AUTO PARTS*	73.45			
3131		7/7/2023	O'REILLY AUTO PARTS*	56.97			
3131		7/7/2023	O'REILLY AUTO PARTS*	(9.25)			
3131		7/7/2023	O'REILLY AUTO PARTS*	87.92			
3131		7/7/2023	O'REILLY AUTO PARTS*	23.13			
3131		7/7/2023	O'REILLY AUTO PARTS*	309.41			
3131		7/7/2023	O'REILLY AUTO PARTS*	85.68			
3131		7/7/2023	O'REILLY AUTO PARTS*	6.68			
3131		7/7/2023	STAMPS.COM*	100.00			
3131		7/7/2023	STAMPS.COM*	20.19			
3131		7/7/2023	THE UPS STORE 6504*	64.30			
3131		7/7/2023	BARDCRAFTDESIGNS*	20.00			
3131		7/7/2023	BARDCRAFTDESIGNS*	18.00			
3131		7/7/2023	BARDCRAFTDESIGNS*	75.00			
3131		7/7/2023	AT&T MOBILITY*	1,536.04			
3131		7/7/2023	AT&T MOBILITY*	25.52			

Check Register History

Vendor #	Invoice #	Description	Date Due	Total Amount	Check-Acct	Inv Date	
Vendor Name		PO Number	Transaction #	Date Paid	1099 Trans-MMY	Claim-Number	Liquidation
CC-Transaction	CC-Vendor	CC-Name	CC-Card Number	CC-Invoice	Project Number		
Account Number	Account Description			Amount	Action		
3131		7/7/2023	KINCAID, COLTON*	218.00			
3131		7/7/2023	KINCAID, COLTON*	417.00			
3131		7/7/2023	KINCAID, COLTON*	209.00			
3131		7/7/2023	KINCAID, COLTON*	236.50			
3131		7/7/2023	KINCAID, COLTON*	137.50			
3131		7/7/2023	KINCAID, COLTON*	287.50			
3131		7/7/2023	KINCAID, COLTON*	247.50			
3131		7/7/2023	KINCAID, COLTON*	302.50			
3131		7/7/2023	LA VERNIA AUTO CENTER*	7.00			
3131		7/7/2023	NATIONAL CONSTRUCTION RENTALS*	2,430.00			
3131		7/7/2023	INFINITE IT*	266.16			
3131		7/7/2023	INFINITE IT*	2,178.90			
3156		7/7/2023	HOME DEPOTCREDIT SERVICES*	199.88			
3156		7/7/2023	TRACTOR SUPPLY CO.*	169.99			
3164		7/7/2023	NARDIS PUBLIC SAFETY*	23.94			
3164		7/7/2023	HEB GROCERY COMPANY*	20.94			
3164		7/7/2023	HAMPTON INN*	751.45			
3164		7/7/2023	SAM HOUSTON STATE UNIVERSITY*	20.00			
3164		7/7/2023	EPOLICESUPPLY.COM*	99.93			
3164		7/7/2023	EBAY*	18.29			
3164		7/7/2023	911 EMERGENCY SUPPLY*	35.54			
4539		7/7/2023	HEB GROCERY COMPANY*	56.76			
4539		7/7/2023	AMAZON.COM*	313.94			
4539		7/7/2023	AMAZON.COM*	27.50			
4539		7/7/2023	AMAZON.COM*	85.47			
4539		7/7/2023	AMAZON.COM*	135.96			
4539		7/7/2023	AMAZON.COM*	14.14			
4539		7/7/2023	AMAZON.COM*	32.18			
4539		7/7/2023	AMAZON.COM*	9.31			

Check Register History

Vendor #	Invoice #	Description	Date Due	Total Amount	Check-Acct	Inv Date	
Vendor Name		PO Number	Transaction #	Date Paid	1099 Trans-MMY	Claim-Number	Liquidation
CC-Transaction	CC-Vendor	CC-Name	CC-Card Number	CC-Invoice	Project Number		
Account Number	Account Description			Amount	Action		
	4539	7/7/2023	AMAZON.COM*	32.60			
	4539	7/7/2023	AMAZON.COM*	52.97			
	4539	7/7/2023	AMAZON.COM*	31.96			
	4539	7/7/2023	AMAZON.COM*	14.24			
	4539	7/7/2023	AMAZON.COM*	58.47			
	4539	7/7/2023	AMAZON.COM*	7.49			
	4539	7/7/2023	AMAZON.COM*	199.95			
	4539	7/7/2023	AMAZON.COM*	55.99			
	4539	7/7/2023	AMAZON.COM*	58.66			
	4539	7/7/2023	AMAZON.COM*	169.48			
	4539	7/7/2023	AMAZON.COM*	(169.00)			
	4539	7/7/2023	AMAZON.COM*	(169.00)			
	4539	7/7/2023	AMAZON.COM*	17.99			
	4539	7/7/2023	AMAZON.COM*	(514.99)			
	4539	7/7/2023	AMAZON.COM*	17.99			
	4539	7/7/2023	WALMART*	73.33			
	4539	7/7/2023	TEXAS DOWNTOWN ASSOCIATION*	350.00			
	4539	7/7/2023	FACEBOOK AD*	30.00			
	4539	7/7/2023	BLUDOT TECHNOLOGIES INC.*	145.00			
	4539	7/7/2023	TRAFFICSAFETYWAREHOUSE.COM*	2,088.00			
	4902	7/7/2023	KINCAID, COLTON*	335.50			
	4902	7/7/2023	VERMEER TEXAS - LOUISIANA*	676.42			
	4902	7/7/2023	RABELS ROADHOU*	109.02			
	5148	7/7/2023	CITY OF LA VERNIA*	2.01			
	5467	7/7/2023	CITY OF LA VERNIA*	2.01			
501	20230620-1	POSTAGE		100.00	1	6/20/2023	
STAMPS.COM*			C 6312023	7/7/2023	No	06/2023	
Yes	486	CITI BANK*		3131		20230707-1	

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Check Register History

Vendor #	Invoice #	Description	Date Due	Total Amount	Check-Acct	Inv Date	
Vendor Name		PO Number	Transaction #	Date Paid	1099 Trans-MMY	Claim-Number	Liquidation
CC-Transaction	CC-Vendor	CC-Name	CC-Card Number	CC-Card Number	CC-Invoice	Project Number	
Account Number	Account Description		Amount	Action			
10-510-260		POSTAGE		100.00	Expense		
501	20230706-1	POSTAGE		20.19	1	7/6/2023	
STAMPS.COM*			C 6312023	7/7/2023	No 06/2023		
Yes	486	CITI BANK*		3131	20230707-1		
10-510-260		POSTAGE		20.19	Expense		
505	0499413	K-9		313.94	1	6/13/2023	
AMAZON.COM*			C 6312023	7/7/2023	No 06/2023		
Yes	486	CITI BANK*		4539	20230707-1		
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10-520-478		K-9 CONTRACT LABOR		313.94	Expense		
505	0634626	EXPENSE		27.50	1	6/13/2023	
AMAZON.COM*			C 6312023	7/7/2023	No 06/2023		
Yes	486	CITI BANK*		4539	20230707-1		
		Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06132023_anrmzon.com.pdf					
10-500-210		OFFICE EXPENSE		27.50	Expense		
505	1300257	VEHICLE REPAIR		85.47	1	6/6/2023	
AMAZON.COM*			C 6312023	7/7/2023	No 06/2023		
Yes	486	CITI BANK*		4539	20230707-1		
		Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06062023_amazon.com.pdf					
40-540-620		VEHICLE REPAIR		85.47	Expense		
505	1628265	EQUIPMENT		135.96	1	6/27/2023	
AMAZON.COM*			C 6312023	7/7/2023	No 06/2023		
Yes	486	CITI BANK*		4539	20230707-1		
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Check Register History

Vendor #	Invoice #	Description	Date Due	Total Amount	Check-Acct	Inv Date	
Vendor Name		PO Number	Transaction #	Date Paid	1099 Trans-MMY	Claim-Number	Liquidation
CC-Transaction	CC-Vendor	CC-Name	CC-Card Number		CC-Invoice	Project Number	
Account Number	Account Description			Amount	Action		
10-520-690		EQUIPMENT PURCHASES		135.96	Expense		
505	1759428	OFFICE SUPPLES		14.14	1	6/28/2023	
AMAZON.COM*			C 6312023	7/7/2023	No 06/2023		
Yes	486	CITI BANK*		4539	20230707-1		
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06282023_amazon.com.pdf						
10-510-220		OFFICE SUPPLIES		14.14	Expense		
505	20230628-1	MEMBERSHIP		14.99	1	6/28/2023	
AMAZON.COM*			C 6312023	7/7/2023	No 06/2023		
Yes	486	CITI BANK*		2301	20230707-1		
10-510-230		DUES AND SUBSCRIPTIONS		14.99	Expense		
505	2121805	SUPPLIES		32.18	1	6/20/2023	
AMAZON.COM*			C 6312023	7/7/2023	No 06/2023		
Yes	486	CITI BANK*		4539	20230707-1		
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06202023_amazon.com.pdf						
10-510-220		OFFICE SUPPLIES		32.18	Expense		
505	2862602	K-9		9.31	1	6/27/2023	
AMAZON.COM*			C 6312023	7/7/2023	No 06/2023		
Yes	486	CITI BANK*		4539	20230707-1		
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06272023_amazon.com.pdf						
10-520-478		K-9 CONTRACT LABOR		9.31	Expense		
505	3200209	OFFICE SUPPLIES		32.60	1	6/6/2023	
AMAZON.COM*			C 6312023	7/7/2023	No 06/2023		
Yes	486	CITI BANK*		4539	20230707-1		
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06062023_amazon.com.pdf						

Check Register History

Vendor #	Invoice #	Description	Date Due	Total Amount	Check-Acct	Inv Date	
Vendor Name		PO Number	Transaction #	Date Paid	1099 Trans-MMY	Claim-Number	Liquidation
CC-Transaction	CC-Vendor	CC-Name	CC-Card Number	CC-Card Number	CC-Invoice	Project Number	
Account Number	Account Description		Amount	Action			
10-520-220		OFFICE SUPPLIES		32.60	Expense		
505	3415414	OFFICE SUPPLIES		52.97	1	6/13/2023	
AMAZON.COM*			C 6312023	7/7/2023	No 06/2023		
Yes	486	CITI BANK*		4539	20230707-1		
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06132023_anrmzon.com.pdf						
10-510-220		OFFICE SUPPLIES		52.97	Expense		
505	5629827	JULY 4TH		31.96	1	6/7/2023	
AMAZON.COM*			C 6312023	7/7/2023	No 06/2023		
Yes	486	CITI BANK*		4539	20230707-1		
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06072023_amazon.com'.pdf						
12-500-460		EVENT PLANNING		31.96	Expense		
505	5848247	JULY 4TH		14.24	1	6/7/2023	
AMAZON.COM*			C 6312023	7/7/2023	No 06/2023		
Yes	486	CITI BANK*		4539	20230707-1		
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06072023_amazon.com'.pdf						
12-500-460		EVENT PLANNING		14.24	Expense		
505	5849805	EQUIPMENT		58.47	1	6/27/2023	
AMAZON.COM*			C 6312023	7/7/2023	No 06/2023		
Yes	486	CITI BANK*		4539	20230707-1		
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06272023_amazon.com.pdf						
10-520-690		EQUIPMENT PURCHASES		58.47	Expense		
505	6253013	OFFICE SUPPLIES		7.49	1	6/6/2023	
AMAZON.COM*			C 6312023	7/7/2023	No 06/2023		
Yes	486	CITI BANK*		4539	20230707-1		

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City of Lavernia

Section 4, Item D.

Check Register History

Vendor #	Invoice #	Description	Date Due	Total Amount	Check-Acct	Inv Date	
Vendor Name		PO Number	Transaction #	Date Paid	1099 Trans-MMY	Claim-Number	Liquidation
CC-Transaction	CC-Vendor	CC-Name	CC-Card Number	CC-Invoice	Project Number		
Account Number	Account Description			Amount	Action		
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06062023_amazon.com.pdf						
10-510-220		OFFICE SUPPLIES		7.49	Expense		
505	6383406	EXPENSE		199.95	1	6/13/2023	
AMAZON.COM*			C 6312023	7/7/2023	No 06/2023		
Yes	486	CITI BANK*		4539	20230707-1		
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06132023_anrmzon.com.pdf						
10-510-220		OFFICE SUPPLIES		199.95	Expense		
505	6729042	EQUIPMENT		61.33	1	7/6/2023	
AMAZON.COM*			C 6312023	7/7/2023	No 06/2023		
Yes	486	CITI BANK*		3123	20230707-1		
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\07062023_arrazon.com.pdf						
10-520-690		EQUIPMENT PURCHASES		61.33	Expense		
505	6915466	PARK		55.99	1	6/6/2023	
AMAZON.COM*			C 6312023	7/7/2023	No 06/2023		
Yes	486	CITI BANK*		4539	20230707-1		
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06062023_amazon.com.pdf						
10-580-670		CITY PARK SUPPLIES		55.99	Expense		
505	7601000	OFFICE SUPPLIES		58.66	1	6/6/2023	
AMAZON.COM*			C 6312023	7/7/2023	No 06/2023		
Yes	486	CITI BANK*		4539	20230707-1		
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06062023_amazon.com.pdf						
10-520-220		OFFICE SUPPLIES		58.66	Expense		
505	8392238	SUPPLIES		169.48	1	6/13/2023	
AMAZON.COM*			C 6312023	7/7/2023	No 06/2023		

Check Register History

Vendor #	Invoice #	Description	Date Due	Total Amount	Check-Acct	Inv Date	
Vendor Name		PO Number	Transaction #	Date Paid	1099 Trans-MMY	Claim-Number	Liquidation
CC-Transaction	CC-Vendor	CC-Name	CC-Card Number	CC-Invoice	Project Number		
Account Number	Account Description		Amount	Action			
Yes	486	CITI BANK*	4539		20230707-1		
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06132023_anrmzon.com.pdf						
10-520-220		OFFICE SUPPLIES		169.48	Expense		
505	84154-R	RETURN		(169.00)	1	6/30/2023	
AMAZON.COM*			C 6312023	7/7/2023	No 06/2023		
Yes	486	CITI BANK*	4539		20230707-1		
10-520-620		VEHICLE REPAIR		(169.00)	Expense		
505	84154-R2	RETURN		(169.00)	1	6/30/2023	
AMAZON.COM*			C 6312023	7/7/2023	No 06/2023		
Yes	486	CITI BANK*	4539		20230707-1		
10-520-620		VEHICLE REPAIR		(169.00)	Expense		
505	8525809	OFFICE SUPPLIES		17.99	1	6/6/2023	
AMAZON.COM*			C 6312023	7/7/2023	No 06/2023		
Yes	486	CITI BANK*	4539		20230707-1		
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06062023_amazon.com.pdf						
10-510-220		OFFICE SUPPLIES		17.99	Expense		
505	88618	RETURN		(514.99)	1	6/30/2023	
AMAZON.COM*			C 6312023	7/7/2023	No 06/2023		
Yes	486	CITI BANK*	4539		20230707-1		
40-540-620		VEHICLE REPAIR		(514.99)	Expense		
505	9703405	OFFICE SUPPLIES		17.99	1	6/6/2023	
AMAZON.COM*			C 6312023	7/7/2023	No 06/2023		
Yes	486	CITI BANK*	4539		20230707-1		
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06062023_amazon.com.pdf						

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 Date 8/8/2023
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City of Lavernia

Check Register History

Vendor #	Invoice #	Description	Date Due	Total Amount	Check-Acct	Inv Date	
Vendor Name		PO Number	Transaction #	Date Paid	1099 Trans-MMY	Claim-Number	Liquidation
CC-Transaction	CC-Vendor	CC-Name	CC-Card Number	CC-Card Number	CC-Invoice	Project Number	
Account Number	Account Description		Amount	Action			
10-510-220		OFFICE SUPPLIES		17.99	Expense		
530	20230620-1	SUPPLIES		73.33	1	6/20/2023	
WALMART*			C 6312023	7/7/2023	No 06/2023		
Yes	486	CITI BANK*		4539	20230707-1		
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06202023_003.pdf						
40-540-810		SUPPLIES AND REPAIRS		73.33	Expense		
596	33C27007	REPAIRS		61.17	1	6/14/2023	
EWALD KUBOTA*			C 6312023	7/7/2023	No 06/2023		
Yes	486	CITI BANK*		3123	20230707-1		
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06142023_KUBOTA.pdf						
10-580-655		REPAIR AND MAINTENANCE		61.17	Expense		
625	237219	JULY 4TH		51.38	1	6/20/2023	
TEXAS ALCOHOLIC BEVERAGE COMMISSION*			C 6312023	7/7/2023	No 06/2023		
Yes	486	CITI BANK*		2301	20230707-1		
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06202023_Payment Receipt.pdf						
12-500-460		EVENT PLANNING		51.38	Expense		
641	20230615-1	JULY 4TH		55.22	1	6/15/2023	
THE UPS STORE 6504*			C 6312023	7/7/2023	No 06/2023		
Yes	486	CITI BANK*		2301	20230707-1		
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06152023.pdf						
12-500-460		EVENT PLANNING		55.22	Expense		
641	20230707-1	JULY 4TH		64.30	1	6/30/2023	
THE UPS STORE 6504*			C 6312023	7/7/2023	No 06/2023		
Yes	486	CITI BANK*		3131	20230707-1		

Check Register History

Vendor #	Invoice #	Description	Date Due	Total Amount	Check-Acct	Inv Date	
Vendor Name		PO Number	Transaction #	Date Paid	1099 Trans-MMY	Claim-Number	Liquidation
CC-Transaction	CC-Vendor	CC-Name	CC-Card Number	CC-Invoice	Project Number		
Account Number	Account Description			Amount	Action		
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\07072023.pdf						
12-500-460		EVENT PLANNING		64.30	Expense		
718	84808161	TRAINING		751.45	1	6/30/2023	
HAMPTON INN*			C 6312023	7/7/2023	No 06/2023		
Yes	486	CITI BANK*		3164	20230707-1		
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06272023_thanks..pdf						
10-520-450		EMPLOYEE TRAINING		751.45	Expense		
829	1238-2236	DOWNTOWN		350.00	1	6/9/2023	
TEXAS DOWNTOWN ASSOCIATION*			C 6312023	7/7/2023	No 06/2023		
Yes	486	CITI BANK*		4539	20230707-1		
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06092023_Jenn^egole.pdf						
12-500-231		NEWS PUBLICATIONS/SUBSCRIPTION		350.00	Expense		
839	11776	JULY4TH		20.00	1	6/13/2023	
BARDCRAFTDESIGNS*			C 6312023	7/7/2023	No 06/2023		
Yes	486	CITI BANK*		3131	20230707-1		
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06132023_intuit II I quickbooks..pdf						
12-500-460		EVENT PLANNING		20.00	Expense		
839	11799	K-9 UNIFORM		18.00	1	6/21/2023	
BARDCRAFTDESIGNS*			C 6312023	7/7/2023	No 06/2023		
Yes	486	CITI BANK*		3131	20230707-1		
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06212023_You paid \$18.00.pdf						
10-520-478		K-9 CONTRACT LABOR		18.00	Expense		
839	11862	UNIFORMS		75.00	1	6/28/2023	
BARDCRAFTDESIGNS*			C 6312023	7/7/2023	No 06/2023		

Check Register History

Vendor #	Invoice #	Description	Date Due	Total Amount	Check-Acct	Inv Date	
Vendor Name		PO Number	Transaction #	Date Paid	1099 Trans-MMY	Claim-Number	Liquidation
CC-Transaction	CC-Vendor	CC-Name	CC-Card Number		CC-Invoice	Project Number	
Account Number	Account Description			Amount	Action		
Yes	486	CITI BANK*		3131		20230707-1	
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06282023_Invoice.pdf						
10-520-250		UNIFORMS		75.00	Expense		
848	20230622-1	AD		30.00	1	6/22/2023	
FACEBOOK AD*			C 6312023	7/7/2023	No	06/2023	
Yes	486	CITI BANK*		4539		20230707-1	
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06222023_View results.pdf						
12-500-231		NEWS PUBLICATIONS/SUBSCRIPTION		30.00	Expense		
1008	P18202	VEHICLE REPAIR		162.32	1	6/6/2023	
TELLUS EQUIPMENT*			C 6312023	7/7/2023	No	06/2023	
Yes	486	CITI BANK*		3123		20230707-1	
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06062023_TELLUS EQUIPMENT SOLUTIONS -FLORESVILLE 688 Hwy 97 East.pdf						
40-540-620		VEHICLE REPAIR		162.32	Expense		
1010	06032023	TELEPHONE		1,536.04	1	6/6/2023	
AT&T MOBILITY*			C 6312023	7/7/2023	No	06/2023	
Yes	486	CITI BANK*		3131		20230707-1	
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\01011000_Service activity.pdf						
10-510-240		TELEPHONE		393.14	Expense		
10-520-240		TELEPHONE		838.55	Expense		
10-530-240		TELEPHONE		217.99	Expense		
12-500-240		TELEPHONE		43.18	Expense		
10-580-240		TELEPHONE		43.18	Expense		
1010	06262023	TELEPHONE		25.52	1	6/23/2023	
AT&T MOBILITY*			C 6312023	7/7/2023	No	06/2023	
Yes	486	CITI BANK*		3131		20230707-1	

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Check Register History

Vendor #	Invoice #	Description	Date Due	Total Amount	Check-Acct	Inv Date	
Vendor Name		PO Number	Transaction #	Date Paid	1099 Trans-MMY	Claim-Number	Liquidation
CC-Transaction	CC-Vendor	CC-Name	CC-Card Number	CC-Invoice	Project Number		
Account Number	Account Description			Amount	Action		
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06232023_Payment confirmation Acct_ 287303089995.pdf						
40-540-240		TELEPHONE		25.52	Expense		
1073	572146	TRAINING		20.00	1	6/20/2023	
SAM HOUSTON STATE UNIVERSITY*			C 6312023	7/7/2023	No	06/2023	
Yes	486	CITI BANK*		3164		20230707-1	
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06202023_Please confirm the accuracy of the information below. .pdf						
10-520-451		LEOSE TRAINING EXPENSE		20.00	Expense		
1086	657	VEHICLE REPAIR		218.00	1	6/9/2023	
KINCAID, COLTON*			C 6312023	7/7/2023	Yes	06/2023	
Yes	486	CITI BANK*		3131		20230707-1	
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06092023_Your payment is confirmed!.pdf						
10-520-620		VEHICLE REPAIR		218.00	Expense		
1086	658	VEHICLE REPAIR		417.00	1	6/9/2023	
KINCAID, COLTON*			C 6312023	7/7/2023	Yes	06/2023	
Yes	486	CITI BANK*		3131		20230707-1	
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06092023_Your payment is confirmed!_001.pdf						
40-540-620		VEHICLE REPAIR		417.00	Expense		
1086	659	VEHICLE REPAIR		209.00	1	6/20/2023	
KINCAID, COLTON*			C 6312023	7/7/2023	Yes	06/2023	
Yes	486	CITI BANK*		3131		20230707-1	
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06202023_Your payment is confirmed!_002.pdf						
10-520-620		VEHICLE REPAIR		209.00	Expense		
1086	660	VEHICLE REPAIR		236.50	1	6/20/2023	
KINCAID, COLTON*			C 6312023	7/7/2023	Yes	06/2023	

Check Register History

Vendor #	Invoice #	Description	Date Due	Total Amount	Check-Acct	Inv Date	
Vendor Name		PO Number	Transaction #	Date Paid	1099 Trans-MMY	Claim-Number	Liquidation
CC-Transaction	CC-Vendor	CC-Name	CC-Card Number	CC-Invoice	CC-Invoice	Project Number	
Account Number	Account Description		Amount	Action			
Yes	486	CITI BANK*		3131		20230707-1	
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06202023_Your payment is confirmed!_001.pdf						
40-540-620		VEHICLE REPAIR		236.50	Expense		
1086	661	VEHICLE REPAIR		137.50	1	6/20/2023	
KINCAID, COLTON*			C 6312023	7/7/2023	Yes	06/2023	
Yes	486	CITI BANK*		3131		20230707-1	
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06202023_Your payment is confirmed!_002.pdf						
40-540-620		VEHICLE REPAIR		137.50	Expense		
1086	662	VEHICLE REPAIR		287.50	1	6/23/2023	
KINCAID, COLTON*			C 6312023	7/7/2023	Yes	06/2023	
Yes	486	CITI BANK*		3131		20230707-1	
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06232023_Your payment is confirmed!.pdf						
40-540-620		VEHICLE REPAIR		287.50	Expense		
1086	664	VEHICLE REPAIR		247.50	1	6/27/2023	
KINCAID, COLTON*			C 6312023	7/7/2023	Yes	06/2023	
Yes	486	CITI BANK*		3131		20230707-1	
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06272023_Your payment is confirmed!.pdf						
40-540-620		VEHICLE REPAIR		247.50	Expense		
1086	665	VEHICLE REPAIR		302.50	1	6/28/2023	
KINCAID, COLTON*			C 6312023	7/7/2023	Yes	06/2023	
Yes	486	CITI BANK*		3131		20230707-1	
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06282023_Your payment is confirmed!.pdf						
40-540-620		VEHICLE REPAIR		302.50	Expense		
1086	668	VEHICLE REPAIR		335.50	1	6/29/2023	

Check Register History

Vendor #	Invoice #	Description	Date Due	Total Amount	Check-Acct	Inv Date	
Vendor Name		PO Number	Transaction #	Date Paid	1099 Trans-MMY	Claim-Number	Liquidation
CC-Transaction	CC-Vendor	CC-Name	CC-Card Number	CC-Invoice	Project Number		
Account Number	Account Description		Amount	Action			
KINCAID, COLTON*			C 6312023	7/7/2023	Yes	06/2023	
Yes	486	CITI BANK*		4902		20230707-1	
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06292023_Your payment is confirmed! Areceipt has been sent to th.pdf						
40-540-620		VEHICLE REPAIR		335.50	Expense		
1164	20230613-1	VEHICLE REPAIR		7.00	1	6/13/2023	
LA VERNIA AUTO CENTER*			C 6312023	7/7/2023	No	06/2023	
Yes	486	CITI BANK*		3131		20230707-1	
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\05192023_ACCOUNT STATEMENT.pdf						
40-540-620		VEHICLE REPAIR		7.00	Expense		
1191	1583384	JULY 4TH		2,430.00	1	6/30/2023	
NATIONAL CONSTRUCTION RENTALS*			C 6312023	7/7/2023	No	06/2023	
Yes	486	CITI BANK*		3131		20230707-1	
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\07062023_Jenny Begoie.pdf						
12-500-460		EVENT PLANNING		2,430.00	Expense		
1218	40001251184	TELEPHONE		433.00	1	6/15/2023	
NEXTIVA*			C 6312023	7/7/2023	No	06/2023	
Yes	486	CITI BANK*		2301		20230707-1	
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06142023_Invoice.pdf						
10-510-240		TELEPHONE		433.00	Expense		
1263	20230706-1	SOFTWARE		145.00	1	6/30/2023	
BLUDOT TECHNOLOGIES INC.*			C 6312023	7/7/2023	No	06/2023	
Yes	486	CITI BANK*		4539		20230707-1	
10-510-230		DUES AND SUBSCRIPTIONS		145.00	Expense		
1266	20230707-1	EQUIPMENT REPAIR		676.42	1	6/30/2023	

Check Register History

Vendor #	Invoice #	Description	Date Due	Total Amount	Check-Acct	Inv Date	
Vendor Name		PO Number	Transaction #	Date Paid	1099 Trans-MMY	Claim-Number	Liquidation
CC-Transaction	CC-Vendor	CC-Name	CC-Card Number	CC-Card Number	CC-Invoice	Project Number	
Account Number	Account Description			Amount	Action		
VERMEER TEXAS - LOUISIANA*			C 6312023	7/7/2023	No	06/2023	
Yes	486	CITI BANK*		4902		20230707-1	
40-540-906		EQUIPMENT PURCHASE		676.42	Expense		
1328	2000216168	UNIFORMS		99.93	1	6/28/2023	
EPOLICESUPPLY.COM*			C 6312023	7/7/2023	No	06/2023	
Yes	486	CITI BANK*		3164		20230707-1	
		Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06062023_Your Order#2000216168.pdf					
10-520-250		UNIFORMS		99.93	Expense		
1333	59372	SOFTWARE		18.29	1	6/13/2023	
EBAY*			C 6312023	7/7/2023	No	06/2023	
Yes	486	CITI BANK*		3164		20230707-1	
		Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06132023_Thanks for shopping with.pdf					
10-520-270		TECHNOLOGY/SOFTWARE UPGRADES		18.29	Expense		
1346	203706	SOFTWARE		266.16	1	6/23/2023	
INFINITE IT*			C 6312023	7/7/2023	No	06/2023	
Yes	486	CITI BANK*		3131		20230707-1	
		Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06232023_Transaction CBfca363621.pdf					
10-510-270		TECHNOWLEDGE/SOFTWARE UPGRADES		266.16	Expense		
1346	203709	SOFTWARE		2,178.90	1	6/27/2023	
INFINITE IT*			C 6312023	7/7/2023	No	06/2023	
Yes	486	CITI BANK*		3131		20230707-1	
		Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06272023_Transaction CBfdedb5776.pdf					
10-510-270		TECHNOWLEDGE/SOFTWARE UPGRADES		2,178.90	Expense		
1404	20230606-1	DONUT DAY		54.00	1	6/6/2023	

Check Register History

Vendor #	Invoice #	Description	Date Due	Total Amount	Check-Acct	Inv Date	
Vendor Name		PO Number	Transaction #	Date Paid	1099 Trans-MMY	Claim-Number	Liquidation
CC-Transaction	CC-Vendor	CC-Name	CC-Card Number	CC-Card Number	CC-Invoice	Project Number	
Account Number	Account Description			Amount	Action		
LV FRESH DONUTS*			C 6312023	7/7/2023	No	06/2023	
Yes	486	CITI BANK*		3123		20230707-1	
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06062023.pdf						
10-520-920		MICELLAENOUS			54.00	Expense	
1405	109974	JULY 4TH			2,088.00	1	6/6/2023
TRAFFICSAFETYWAREHOUSE.COM*			C 6312023	7/7/2023	No	06/2023	
Yes	486	CITI BANK*		4539		20230707-1	
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06062023_total Wt IZone_#Packages_Ship Via.pdf						
12-500-460		EVENT PLANNING			2,088.00	Expense	
1406	157128	K-9			339.60	1	6/6/2023
WESTRIDGE PET HOSPITAL*			C 6312023	7/7/2023	No	06/2023	
Yes	486	CITI BANK*		3123		20230707-1	
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\06062023_Westrlfige %Pe! Hospital '&Wellness Center.pdf						
10-520-478		K-9 CONTRACT LABOR			339.60	Expense	
1417	1145-2327	VEHICLE REPAIR			35.54	1	7/6/2023
911 EMERGENCY SUPPLY*			C 6312023	7/7/2023	No	06/2023	
Yes	486	CITI BANK*		3164		20230707-1	
	Image: M:\BUCS\DATA\Images\2023 CREDIT CARDS\JUNE\07062023_Jenny Begoie.pdf						
10-520-620		VEHICLE REPAIR			35.54	Expense	
1418	20230707-1	MISC EXPENSE			109.02	1	6/30/2023
RABELS ROADHOUS*			C 6312023	7/7/2023	No	06/2023	
Yes	486	CITI BANK*		4902		20230707-1	
40-540-920		MISCELLANEOUS EXPENSE			109.02	Expense	

*** Check-Number= 6312023 Vendor Name= CITI BANK* Check Date= 07/07/2023 Check Amount= 71,473.09***

A20330
 Date 8/8/2023
 Time 7:24 PM

City of Laveria

Check Register History

Vendor #	Invoice #	Description	Date Due	Total Amount	Check-Acct	Inv Date		
Vendor Name		PO Number	Transaction #	Date Paid	1099 Trans-MMY	Claim-Number	Liquidation	
CC-Transaction	CC-Vendor	CC-Name	CC-Card Number	CC-Invoice	Project Number			
Account Number	Account Description	Amount	Action					

*** Bank Account Activity By Fund ***

Fund Description	Cash-Account-Number	Total
MDD Account Fund	12-100-100	7,300.72

*** Bank Account Activity By Fund ***

Fund Description	Cash-Account-Number	Total
General Fund	10-100-100	54,796.27

*** Bank Account Activity By Fund ***

Fund Description	Cash-Account-Number	Total
Utilities Fund	40-100-150	156,109.35

*** Grand Totals *** 218,206.34

CITY OF LA VERNIA

QUARTERLY INVESTMENT REPORT
 2nd QTR FY 2023 (Apr-June)

Section 4, Item E.

Fund		Month	Purchases	Withdrawals	Interest	Transaction Total	EOM Totals	Yield
Beginning Qtr Balance	\$ 1,150,151.48	Apr	-	-	4,536.06	4,536.06	\$ 1,154,687.54	0.3928%
		May			4,906.93	4,906.93	\$ 1,159,594.47	0.4232%
Ending Qtr Balance	\$ 1,164,411.65	Jun			4,817.18	4,817.18	\$ 1,164,411.65	0.4137%
			-	-	14,260.17	14,260.17		

This report is in compliance with the strategies approved by the City Investment Policy and the Public Investment Act.


 Yvonne Griffin
 City Administrator/Investment Officer

ORDINANCE NO. 081023-01

AN ORDINANCE OF THE CITY OF LA VERNIA, TEXAS AMENDING ZONING CODE CHAPTER 38 AND THE CITY'S OFFICIAL ZONING MAP PROVIDING FOR THE CHANGE OF ZONING DISTRICT CLASSIFICATION FROM THE PRESENT CLASSIFICATION OF R-A RESIDENTIAL AGRICULTURE TO C-1 RETAIL FOR THE PROPERTY DESCRIBED AS 221 SAN ANTONIO RD LA VERNIA, TX 78121 CITY OF LA VERNIA, LOT 430 (LOT 11 BLK 29), ACRES .275 AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 211 of the Vernon's Local Government Code empowers a city to enact zoning regulations and provide for their administration, enforcement, and amendment; and

WHEREAS, the City has previously deemed it necessary and desirable to adopt zoning regulations to provide for the orderly development of property within the City in order to promote the public health, safety, morals, and general welfare of the residents of the City, and

WHEREAS, Chapter 38 of the City of La Vernia Code of Ordinances which constitutes the City's zoning code requires property to be zoned in accordance with proper designations as defined by this ordinance; and

WHEREAS, an application has been filed with the City of La Vernia Planning and Zoning Commission to re-zone properties as more particularly described herein ("Property"); and

WHEREAS, the Property has been zoned as Residential Agriculture (R-A); and

WHEREAS, the Planning and Zoning Commission of the City of La Vernia provided adequate notice and held a public hearing in accordance with Chapter 38 Zoning and has considered the re-zoning of properties specified herein; and

WHEREAS, the Planning and Zoning Commission of the City of La Vernia has recommended approval for the re-zoning of the designated property to Retail (C-1) and has confirmed that the re-zoning is uniform and conforms to the plan and design of the City of La Vernia's Zoning code; and

WHEREAS, the City Council of the City of La Vernia has also held a public hearing regarding the re-zoning on affected properties and has issued adequate notice to all the affected parties; and

WHEREAS, the City Council of the City of La Vernia believes the re-zoning of affected properties will not adversely affect the character of the area of the neighborhood in which it is proposed to locate; will not substantially depreciate the value of adjacent or nearby properties; will be in keeping with the spirit and intent of the City's Zoning code; will comply with applicable standards of the district in which located; and will not adversely affect traffic, public health, public utilities, public safety and the general welfare of the residents of the City of La Vernia;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LA VERNIA, TEXAS:

SECTION 1. That Chapter 38 and the City's Zoning Map of the City of La Vernia, Texas are hereby amended as follows:

Change of Zoning District Classification from the present classification of Residential Agriculture (R-A) to Retail (C-1) for the following property:

221 SAN ANTONIO RD LA VERNIA, TX 78121 CITY OF LA VERNIA, LOT 430 (LOT 11 BLK 29), ACRES .275

SECTION 2. The caption of this ordinance shall be published one (1) time in a newspaper having general circulation in the City of La Vernia, Texas.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LA VERNIA, TEXAS, ON THIS 10th DAY OF AUGUST, 2023.

Martin Poore, Mayor
City of La Vernia

ATTEST:

Lindsey Wheeler, City Secretary
City of La Vernia

APPROVED AS TO FORM:

City Attorney's Office



NOTICE OF PUBLIC HEARING

The City of La Vernia Planning & Zoning Commission & City Council will hold a public hearing at the request of DODSON, GATOR

Property: 221 SAN ANTONIO RD LA VERNIA, TX 78121 CITY OF LA VERNIA, LOT 430 (LOT 11 BLK 29), ACRES .275

Request: proposed to be a commercial use property, moving from the present zoning classification of R-A, Residential Agriculture, to C-1 Retail

Because your property is located within 200 feet of the request, State Law requires that we notify you of the public hearing. **However, the zoning of your property will not be affected.** The public hearing process allows an opportunity to provide your written opinion of the request. This will aid the Planning Commission in making a recommendation to City Council.

The La Vernia Planning and Zoning Commission will hold a public hearing on Tuesday, Aug 8th, 2023 at 6:30 p.m. and the City Council will hold a public hearing on Thursday, Aug 10th, 2023 at 6:30 p.m. in the City Council Chambers located at 102 E. Chihuahua Street, La Vernia Tx 78121 to receive public comment and testimony on the application to rezone the property. To submit written comments please complete the information below, including your signature, and return prior to the meetings to:

Mail: City of La Vernia
Lindsey Wheeler
P.O. Box 225
La Vernia, Texas 78121

Email: Lboyd@lavernia-tx.gov

If you have questions, please call Lindsey Wheeler at (830) 779-4541 ext. 3.

Lindsey Wheeler, City Secretary

YOUR OPINION MATTERS – DETACH AND RETURN

Circle one

I am **(in favor) (opposed to)** the proposed re-zone for the property described as 221 SAN ANTONIO RD LA VERNIA, TX 78121 CITY OF LA VERNIA, LOT 430 (LOT 11 BLK 29), ACRES .275.

Name: _____

Address: _____

Signature: _____

Date: _____

Comments: _____

By State Law – Unsigned submission cannot be counted as official comment.



2023 Street Repair and Preservation

Mill\Overlay

San Antonio Rd, Jessica Court, Canfield Drive

Preservation Treatment with Surface Sealant

San Antonio Rd, River Road, Crews Street South, Lauren Court, Kingsdale Street,

City of La Vernia

Base Bid

Line No.	Bid Item	Unit	Quantity	Unit Price	Amount (Quantity X Unit Price)
1	Item 100-6001 - Preparing Right-of-Way	STA	26.4	900 ⁰⁰	23,760 ⁻
2	Item 110-6001 - Excavation	CY	136	450	61,200 ⁻
3	Item 150-6003 - Blading	LF	3349	7 ⁰⁰	23,443 ⁻
4	Item 247-6041 - Flexible Base (Ty A, Gr 1-2) (6")	CY	136	250 ⁻	34,000 ⁻
5	Item 310-6006 Prime (CSS-1H)	GAL	1627	4 ⁰⁰	6,508 ⁻
6	Item 351-6002 Flexible Pavement Structural Repair (6")	SY	2117	125 ⁰⁰	264,625 ⁻
7	Item 354-6157 Plane Asph Conc Pav (2"-3")	SY	6816	5 ⁰⁰	34,080 ⁻
8	Item 500 Mobilization	LS	1.0	1	50,350 ⁻
9	Item 502 Barricades Signs & Traffic Handling	MO	5.0		
10	Item 712 Clean & Seal Joints & Crack	LF	1000	4 ⁰⁰	4,000 ⁻
11	Item 3028-6001 Frict Asph Surf Preservation Treatment	SY	18283	5 ⁵²	100,922 ⁻
12	Item 3076-6035 D-GR HMA Ty D PG 64-22	TON	950	125	118,750 ⁻
13	Item 3085-6001 Underseal Course	GAL	1114	6 ⁰⁰	6684 ⁻
				TOTAL Amount	428,322 ⁰⁰

(A)

Add Alternate 1
2023 Street Preservation
Mill\Overlay Alexandria Street
Preservation Treatment with Surface Sealant Alexandria Street , Hillcrest Drive
City Of La Vernia

Line No.	Bid Item	Unit	Quantity	Unit Price	Amount (Quantity X Unit Price)
1	Item 351-6002 Flexible Pavement Structural Repair (6")	SY	462	125	57,750
2	Item 351-6004 Flexible Pavement Structural Repair (8")	SY	943	225	212,175
3	Item 354-6157 Plane Asph Conc Pav (2"-3")	SY	2943	6.50	19,129
4	Item 712 Clean & Seal Joints & Crack	LF	1600	4.00	6,400
5	Item 3028-6001 Frict Asph Surf Preservation Treatment	TON	11197	5.52	61,807
6	Item 3076-6035 D-GR HMA Ty D PG 64-22	TON	405	125	50,625
7	Item 3085-6001 Underseal Course	TON	870	6.00	5,220
				Total Additive Alternate 1 = (Sum of all line items)	413,106

Subtotal Base Bid 728,322
 Subtotal Base Bid Plus Add Alternate 1 1,141,428

Office Legal Name of Company 102 Kirby Heights #123
 Address San Antonio, TX 78219
 City, State and Zip Code

Telephone No. 210 941-7530
 Fax No. _____
 Email Address payton@jclarkl.com

Name of Person Authorized to Sign Albert John Clark III
 Bid/Contract: _____
 Signature: [Handwritten Signature]



SECTION A-4

Bid Form

A Corporation

Corporation Name:

J Clark Construction LLC

State or Jurisdiction of Incorporation: TEXAS

Type (General Business, Profession, Service, Limited Liability

LLC

By: *[Signature]*
(Signature -- attach evidence of authority to sign)

Name (typed or printed

Albert John Clark III

Title: Owner

CORPORATE SEAL, if required by State

Attest *[Signature]*
(Signature of Corporate Secretary)

Date of Qualification to do business in TEXAS [State or other jurisdiction where Project is located] is 3/26/2015

A Joint Venture

Name of Joint Venture:

First Joint Venture Name: _____

SEAL, if required by State

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

Name (typed or printed):

Title: _____

Second Joint Venture Name:

SEAL, if required by State

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

SECTION A-4

Bid Form

ARTICLE 9 - BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

SEAL,
if required
by State

By: _____
(Individual's signature)

Doing business as:

A Partnership

Partnership Name: _____

SEAL,
if required
by State

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

Name (typed or printed):

Bid Form

Name (typed or printed):

Title: _____

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

Bidder's Business address: 102 Kirby Heights #123
San Antonio TX 78219

Business Phone No. (210) 941-7530

Business FAX No. () _____

Business E-Mail Address
peyton@jclark1.com

State Contractor License No. _____ (If applicable)

Employer's Tax ID No. 47-3541068

Phone and FAX Numbers, and Address for receipt of official communications, if different from Business contact information:

Bid submitted on 7/12, 2023

Bid Form

J Clark Construction
Official Name of Company (legal)

210-941-7530 / 210-852-TJ11
Telephone No.

102 Kirby Heights #123
Address

Fax No.

San Antonio TX 78219
City, State and Zip Code

peyton@jclark2.com
E-mail Address

Name of the proposed **Project Manager**: Victor Barza

Name of the proposed **Site Superintendent**: John Clark

SECTION A-4

Bid Form

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

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

Addendum No.	Addendum Date
<u>1</u>	
<u>2</u>	<u>6/6/23 epv</u>
_____	_____
_____	_____
_____	_____

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

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

D. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in SC-5.03.

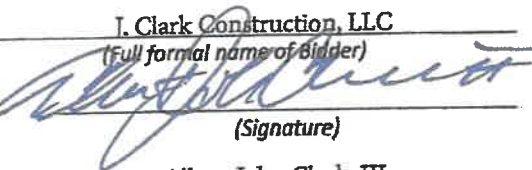
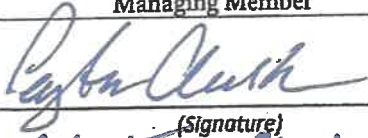
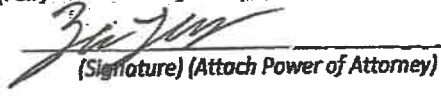
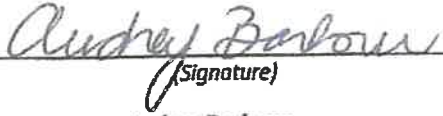
E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

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

SECTION A-6

BID BOND (DAMAGES FORM)

Bidder Name: J. Clark Construction, LLC Address (principal place of business): 102 Kirby Heights, #123 San Antonio, TX 78219	Surety Name: RLI Insurance Company Address (principal place of business): 9025 N. Lindbergh Drive Peoria, IL 61615
Owner Name: City of La Vernia Address (principal place of business): 102 E. Chihuahua, La Vernia, TX 78121	Bid Project (name and location): 2023 Street Preservation and Repair of San Antonio Rd, River Road, Crews Street South, Lauren Court, Kingsdale Street, Alexandria & Hillcrest La Vernia, Texas Bid Due Date: July 11, 2023
Bond Bond Amount: 5% of Amount Bid Date of Bond: 07/10/2023	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder I. Clark Construction, LLC (Full formal name of Bidder) By:  (Signature) Name: Albert John Clark, III (Printed or typed) Title: Managing Member Attest:  (Signature) Name: Albert John Clark, III (Printed or typed) Title: President	Surety RLI Insurance Company (Full formal name of Surety) (corporate seal) By:  (Signature) (Attach Power of Attorney) Name: Zion Lopez (Printed or typed) Title: Attorney-in-Fact Attest:  (Signature) Name: Audrey Barbour (Printed or typed) Title: Operations Manager
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	



SECTION A-6

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

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **The City of La Vernia** (“Owner”) and J. Clark Construction (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: 2023 Street Preservation and Repair of San Antonio Rd, River Road, Crews Street South, Lauren Court, Kingsdale Street, Alexandria & Hillcrest

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: 2023 Street Preservation and Repair of San Antonio Rd, River Road, Crews Street South, Lauren Court, Kingsdale Street, Alexandria & Hillcrest

ARTICLE 2—ENGINEER

3.01 The Owner has retained KCI Technologies (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by Engineer.

ARTICLE 3—CONTRACT TIMES

4.01 *Time is of the Essence*

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

4.02 *Contract Times: Days*

A. The Work will be substantially complete within **81** calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **101** calendar days after the date when the Contract Times commence to run.

4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and

Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion*: Contractor shall pay Owner **\$500.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$500.00** for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. CONTRACTOR agree that such amount is a reasonable forecast of the damages OWNER will sustain per day that the work remains uncompleted. OWNER shall have the option of deducting the amount of any liquidated damages from any monies that may be owed to CONTRACTOR or to recover such amount from the CONTRACTOR or its Sureties, at CONTRACTOR'S expense.

4.06 *Special Damages*

- A. Inspector Fine Schedule. The Inspector's time is valuable. Contractor shall work with inspector to ensure all appointments and meetings are communicated and attended. In the event that the Contractor fails to attend a scheduled appointment without proper prior notification, Contractor will be subject to fines (see below). This amount shall be deducted from Contractor's final pay request for payment by the Owner. Fines as follows:
1. Missed appointment with inspector \$100 each
 2. Missed appointment with inspection and testing lab \$200 each
 3. Missed and/or canceled appointment with City Staff (less than 48 hrs prior) \$200 each
 4. Failure to notify inspector that job site is shut down for weather by 6am \$300 each
 5. Request for additional inspector hours outside of normal schedule \$95/hr
 6. Failed submittal with incomplete or missing information that requires 2nd review (above and beyond normal review comments/clarification) \$500 each

ARTICLE 4—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. For all Work other than Unit Price Work, a lump sum of \$0.00.

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

ARTICLE 5—B. PAYMENT PROCEDURES**6.01** *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.
- B. The Work Progress Schedule and the Submittal Schedule shall be updated monthly, and submitted with each application for payment. Applications submitted without an updated schedule will not be processed.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **5th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. **90** percent of the value of the Work completed (with the balance being retainage).
 - 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. **100** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **200** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate of **10** percent per annum.

ARTICLE 6—CONTRACT DOCUMENTS7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - c. Maintenance and Warranty Bond (together with power of attorney).
 - 3. General Conditions.
 - 4. Supplementary Conditions.
 - 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
 - 6. Drawings listed on the attached sheet index.
 - 7. Addenda (numbers 0 to 0, inclusive).
 - 8. Exhibits to this Agreement (enumerated as follows):
 - a. **General Observation Report**
 - 9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 7—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**8.01 Contractor's Representations**

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar the Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 8. Contractor is aware of the nature of work to be performed by Owner and others at the Site that relates to the Work as specified in the Contract Documents.
 9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

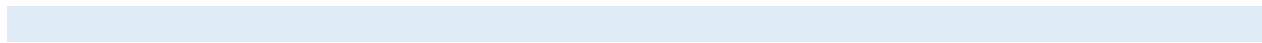
- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).



Owner:

Contractor:

(typed or printed name of organization)

(typed or printed name of organization)

By: _____
(individual's signature)

By: _____
(individual's signature)

Date: _____
(date signed)

Date: _____
(date signed)

Name: _____
(typed or printed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:

Address for giving notices:

Designated Representative:

Designated Representative:

Name: _____
(typed or printed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Address:

Phone: _____

Phone: _____

Email: _____

Email: _____

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

License No.: _____
(where applicable)

State: _____

PERFORMANCE BOND

<p>Contractor Name: [Full formal name of Contractor] Address <i>(principal place of business)</i>: [Address of Contractor's principal place of business]</p>	<p>Surety Name: [Full formal name of Surety] Address <i>(principal place of business)</i>: [Address of Surety's principal place of business]</p>
<p>Owner Name: City of La Vernia Mailing address <i>(principal place of business)</i>: 102 E. Chihuahua St., La Vernia, TX 78121</p>	<p>Contract Description <i>(name and location)</i>: 2023 Street Preservation and Repair of San Antonio Rd, River Road, Crews Street South, Lauren Court, Kingsdale Street, Alexandria & Hillcrest LaVernia, Texas Contract Price: [Amount from Contract] Effective Date of Contract: [Date from Contract]</p>
<p>Bond Bond Amount: [Amount] Date of Bond: [Date] <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

1. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
2. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 2.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 2.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 2.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
3. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 4.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
5. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
 6. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 6.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 6.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 6.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
 7. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
 8. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
 9. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
 10. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
 11. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
 12. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

13. Definitions

- 13.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 13.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 13.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 13.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 13.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
14. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
15. Modifications to this Bond are as follows: **None**

COMPLIANCE STATEMENT

Not applicable

**CERTIFICATE REGARDING DEBARMENT SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION**

Not applicable

ARTICLE 1— PAYMENT BOND

<p>Contractor Name: [Full formal name of Contractor] Address <i>(principal place of business)</i>: [Address of Contractor’s principal place of business]</p>	<p>Surety Name: [Full formal name of Surety] Address <i>(principal place of business)</i>: [Address of Surety’s principal place of business]</p>
<p>Owner Name: City of La Vernia Mailing address <i>(principal place of business)</i>: 102 E. Chihuahua, La Vernia, TX 78121</p>	<p>Contract Description <i>(name and location)</i>: 2023 Street Preservation and Repair of San Antonio Rd, River Road, Crews Street South, Lauren Court, Kingsdale Street, Alexandria & Hillcrest La Vernia Texas Contract Price: [Amount, from Contract] Effective Date of Contract: [Date, from Contract]</p>
<p>Bond Bond Amount: [Amount] Date of Bond: [Date] <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of “labor, materials, or equipment” that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: **None**

NOTICE TO PROCEED

Owner: City of La Vernia Owner's Project No.: _____
 Engineer: Frank Jaster, PE (KCI) Engineer's Project No.: E0305900
 Contractor: J. Clark Construction Contractor's Project No.: _____
 Project: 2023 Street Maintenance and Repair
 Contract Name: 2023 Street Maintenance and Repair
 Effective Date of Contract: _____

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on **[date Contract Times are to start]** pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement:

The number of days to achieve Substantial Completion is **81 days** from the date stated above for the commencement of the Contract Times, resulting in a date for Substantial Completion of **[date, calculated from commencement date above]**; and the number of days to achieve readiness for final payment is **101 days** from the commencement date of the Contract Times, resulting in a date for readiness for final payment of **[date, calculated from commencement date above]**.

Owner: **[Full formal name of Owner]**
 By (signature): _____
 Name (printed): _____
 Title: _____
 Date Issued: _____

Copy: Engineer

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*
 - a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the

- requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.
- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
 - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
 - d. A demand for money or services by a third party is not a Claim.
11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
 13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
 14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
 15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
 16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
 17. *Cost of the Work*—See Paragraph 13.01 for definition.
 18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
 19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
 20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
 21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

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recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
 - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers’ instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended.

The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
 - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
 - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

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1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:* The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:* The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:* The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - 1. does not conform to the Contract Documents;
 - 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - 3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
 - 1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 - 2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 - 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
 - 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

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- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. *Evidence of Owner’s Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 2. a preliminary Schedule of Submittals; and
 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work

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into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 - 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
 - 4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

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ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
 - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

- A. *Standards Specifications, Codes, Laws and Regulations*
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility

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inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

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- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer’s written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner’s express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer’s judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the

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established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. Abnormal weather conditions;
 - 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 - 4. Acts of war or terrorism.

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- D. Contractor’s entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
 - 1. Contractor’s entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 - 2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 - 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
 - 1. The circumstances that form the basis for the requested adjustment;
 - 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 - 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 - 4. The number of days’ increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 - 5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

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- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
 - C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment

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and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

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

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
3. Technical Data contained in such reports and drawings.

- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

- C. *Reliance by Contractor on Technical Data:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

- D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
 3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
 4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

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5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
 2. is of such a nature as to require a change in the Drawings or Specifications;
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in

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Contractor’s cost of, or time required for, performance of the Work; subject, however, to the following:

- a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor’s entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
- a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor’s making such commitment; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor’s entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner’s issuance of the Owner’s written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Underground Facilities; Hazardous Environmental Conditions:* Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

- A. *Contractor’s Responsibilities:* Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
- 1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - 2. complying with applicable state and local utility damage prevention Laws and Regulations;

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3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
 3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
 4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown

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or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
 4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

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

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures

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- of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special

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conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner’s own forces or others in accordance with Article 8.

- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual’s or entity’s own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual’s or entity’s own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 Performance, Payment, and Other Bonds

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor’s obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or

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Regulations, and must be issued and signed by a surety named in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual’s authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner’s termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and “Occupational Accident and Excess Employer’s Indemnity Policies,” are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by

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- Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.
- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

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- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 Contractor's Insurance

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
 - 1. include at least the specific coverages required;
 - 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 - 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
 - 4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
 - 5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds:* The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
 - 1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
 - 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
 - 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

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4. not seek contribution from insurance maintained by the additional insured; and
5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against

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Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

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6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder’s risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder’s risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR’S RESPONSIBILITIES

7.01 *Contractor’s Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor’s responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor’s expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor’s determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

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- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 *"Or Equals"*

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

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- 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
- b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 *Substitutes*

- A. *Contractor's Request; Governing Criteria:* Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
- 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
 - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

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3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited to the same use as the item specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

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- E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

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- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

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7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

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7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

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- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

- 1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
- 2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

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3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
1. *Shop Drawings*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.
 2. *Samples*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Engineer's Review of Shop Drawings and Samples*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will

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document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. Resubmittal Procedures for Shop Drawings and Samples

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
 - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

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- d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
- 2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
 - 1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 - 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
 - 1. Observations by Engineer;
 - 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
 - 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 - 4. Use or occupancy of the Work or any part thereof by Owner;
 - 5. Any review and approval of a Shop Drawing or Sample submittal;
 - 6. The issuance of a notice of acceptability by Engineer;
 - 7. The end of the correction period established in Paragraph 15.08;
 - 8. Any inspection, test, or approval by others; or

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9. Any correction of defective Work by Owner.

- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

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- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.19;
 - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

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- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 2. An itemization of the specific matters to be covered by such authority and responsibility; and
 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

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- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
 - 1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner’s contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
 - 2. When Owner is performing other work at or adjacent to the Site with Owner’s employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor’s failure to take reasonable and customary measures with respect to Owner’s other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor’s failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor’s actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER’S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer’s status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

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9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

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ARTICLE 10—ENGINEER’S STATUS DURING CONSTRUCTION

10.01 *Owner’s Representative*

- A. Engineer will be Owner’s representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner’s representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor’s executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer’s efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer’s visits and observations are subject to all the limitations on Engineer’s authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer’s visits or observations of Contractor’s Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor’s means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer’s consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer’s Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer’s authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer’s authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner’s delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer’s authority as to changes in the Work is set forth in Article 11.

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E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

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ARTICLE 11—CHANGES TO THE CONTRACT**11.01** *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
 - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

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- B. If Owner has issued a Work Change Directive and:
 - 1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
 - 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:

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1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:
1. A mutually acceptable fixed fee; or
 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
 - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
 - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
 - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

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11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. *Change Proposal Procedures*

- 1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
- 2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

- 3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
- 4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change

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Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer’s inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

- 5. *Binding Decision:* Engineer’s decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion:* Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor’s responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
 1. Appeals by Owner or Contractor of Engineer’s decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
 4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor’s knowledge

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and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
 - 3. Owner and Contractor shall each pay one-half of the mediator’s fees and costs.
- E. *Partial Approval:* If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim:* If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results:* If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work:* The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 - 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

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2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
 4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
 5. Other costs consisting of the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are

consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

- 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
- 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
- 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

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- g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded:* The term Cost of the Work does not include any of the following items:
- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
 - 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
 - 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 - 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 - 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 - 6. Expenses incurred in preparing and advancing Claims.
 - 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. *Contractor's Fee*
- 1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
 - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
 - 2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change

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Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

- E. *Documentation and Audit:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 *Allowances*

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:* Contractor agrees that:
 - 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance:* Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision

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thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor’s unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor’s costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor’s safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

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- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 - 3. by manufacturers of equipment furnished under the Contract Documents;
 - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs,

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losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work,

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or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
 - 2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation

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establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

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4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
 5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
 6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.
- D. *Payment Becomes Due*
1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.
- E. *Reductions in Payment by Owner*
1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

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- b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
 - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time

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- submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
 - C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
 - D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
 - E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
 - F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without

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significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

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- d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim,

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appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within ~~one~~ **two (2)** years after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such adjacent areas;
 - 2. correct such defective Work;
 - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

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- F. Contractor’s obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 1. Contractor’s persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 3. Contractor’s disregard of Laws or Regulations of any public body having jurisdiction; or
 4. Contractor’s repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days’ written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,

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attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The

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provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor’s stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 - 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
 - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or
 - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
 - 1. in person, by a commercial courier service or otherwise, to the recipient’s place of business;
 - 2. by registered or certified mail, postage prepaid, to the recipient’s place of business; or
 - 3. by e-mail to the recipient, with the words “Formal Notice” or similar in the e-mail’s subject line.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

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18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

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

18.09 *Successors and Assigns*

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

18.10 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, "Paragraph SC-4.05."

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

- SC-1.01 Delete Paragraph 1.01.A.22. and 1.01.A.42. in their entirety and insert the following in its place:
22. *Engineer*—The individual or entity named as such in the Agreement, or their designated representative.
 42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where all mill and overlay operations have been completed, and material testing and density reports have been accepted by the Engineer. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.
- SC-8.06 Add the following new paragraphs immediately after Paragraph 1.01.A.50.
51. *Quality Assurance*—All those planned and systematic actions necessary to provide confidence that a product or service will satisfy given requirements for quality
 52. *Quality Control*—All contractor/vendor operational techniques and activities that are performed or conducted to fulfill the contract requirements.
 53. *Qualified Laboratories*—Laboratories capable as defined by appropriate programs identified by the Engineer. As a minimum, the qualification program shall include provisions for checking testing equipment, and the laboratory shall keep records of calibration checks.
 54. *Qualified Sampling and Testing Personnel*—Personnel who are capable as defined by appropriate programs identified by the Engineer.
 55. *Vendor*—A supplier of project-produced material that is not the contractor.
 56. *Verification Sampling and Testing*—Sampling and testing performed to validate the quality of the product.

ARTICLE 2—PRELIMINARY MATTERS2.06 *Electronic Transmittals*

SC-2.06 Delete Paragraphs 2.06.B and 2.06.C in their entirety and insert the following in their place:

B. *Electronic Documents Protocol*: The parties shall conform to the following provisions in Paragraphs 2.06.B and 2.06.C, together referred to as the Electronic Documents Protocol (“EDP” or “Protocol”) for exchange of electronic transmittals.

1. *Basic Requirements*

- a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents in an electronic or digital format using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Contract.
- b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
- c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Contract Documents.
- d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between a party and any third party for any portion of the Work on the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with a party or with Engineer. Nothing herein will modify the requirements of the Contract regarding communications between and among the parties and their subcontractors and consultants.
- e. When transmitting Electronic Documents, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving party’s use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
- f. Nothing herein negates any obligation 1) in the Contract to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; 2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or 3) to comply with the notice requirements of Paragraph 18.01 of the General Conditions.

2. *System Infrastructure for Electronic Document Exchange*

- a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions (“System Infrastructure”) at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP, and any explicit system requirements

specified by attachment to this EDP, it is the obligation of each party to determine, for itself, its own System Infrastructure.

- 1) The maximum size of an email attachment for exchange of Electronic Documents under this EDP is 10 MB. Attachments larger than that may be exchanged using large file transfer functions or physical media.
 - 2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.
- b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology (“IT”) for maintaining operations of its System Infrastructure during the Project, including coordination with the party’s individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.
 - c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it shall not be liable to the other party for any breach of system security.
 - d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties shall cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Contractor, not reasonably anticipated under the original EDP, Contractor may seek an adjustment in price or time under the appropriate process in the Contract.
 - e. Each party is responsible for its own back-up and archive of documents sent and received during the term of the contract under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the parties may rely for document archiving during the specified term of operation of such Project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of Project documents after the term of the Contract, or after termination of the Project document archive, if one is established, for as long as required by the Contract and as each party deems necessary for its own purposes.
 - f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.

- g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.
 - h. The Owner will operate a Project information management system (also referred to in this EDP as “Project Website”) for use of Owner, Engineer and Contractor during the Project for exchange and storage of Project-related communications and information. Except as otherwise provided in this EDP or the General Conditions, use of the Project Website by the parties as described in this Paragraph will be mandatory for exchange of Project documents, communications, submittals, and other Project-related information. The following conditions and standards will govern use of the Project Website:
 - 1) Describe the period of time during which the Project Website will be operated and be available for reliance by the parties;
 - 2) Provide any minimum system infrastructure, software licensing and security standards for access to and use of the Project Website;
 - 3) Describe the types and extent of services to be provided at the Project Website (such as large file transfer, email, communication and document archives, etc.); and
 - 4) Include any other Project Website attributes that may be pertinent to Contractor’s use of the facility and pricing of such use.
- C. *Software Requirements for Electronic Document Exchange; Limitations*
- 1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.
 - a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.
 - 2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.
 - 3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in Exhibit A to this EDP, including software versions, if listed.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

There are no Supplementary Conditions in this Article.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK4.05 *Delays in Contractor's Progress*

SC-4.05 Amend Paragraph 4.05.C by adding the following subparagraphs:

5. *Weather-Related Delays*

- a. If "abnormal weather conditions" as set forth in Paragraph 4.05.C.2 of the General Conditions are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following: 1) that weather conditions were abnormal for the period of time in which the delay occurred, 2) that such weather conditions could not have been reasonably anticipated, and 3) that such weather conditions had an adverse effect on the Work as scheduled.
- b. The existence of abnormal weather conditions will be determined on a month-by-month basis in accordance with the following:
 - 1) Every workday on which one or more of the following conditions exist will be considered a "bad weather day":
 - i) Total precipitation (as rain equivalent) occurring between 7:00 p.m. on the preceding day (regardless of whether such preceding day is a workday) through 7:00 p.m. on the workday in question equals or exceeds **1.5 inches** of precipitation (as rain equivalent, based on the snow/rain conversion indicated in the table entitled Foreseeable Bad Weather Days; such table is hereby incorporated in this SC-4.05.C by reference.
 - 2) Determination of actual bad weather days during performance of the Work will be based on the weather records measured and recorded by **Weather Underground** weather monitoring station at **CC BLUFFS STATION**.
 - 3) Contractor shall anticipate the number of foreseeable bad weather days per month indicated in the table in Exhibit **B—Foreseeable Bad Weather Days**.
 - 4) In each month, every bad weather day exceeding the number of foreseeable bad weather days established in the table in Exhibit **B—Foreseeable Bad Weather Days** will be considered as "abnormal weather conditions." The existence of abnormal weather conditions will not relieve Contractor of the obligation to demonstrate and document that delays caused by abnormal weather are specific to the planned work activities or that such activities thus delayed were on Contractor's then-current Progress Schedule's critical path for the Project.

ARTICLE 5—SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS5.06 *Hazardous Environmental Conditions*

SC-5.06 Add the following new paragraphs immediately after Paragraph 5.06.A.3:

4. The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely:

Report Title	Date of Report	Technical Data
N/A	N/A	No HECs identified.

5. The following table lists the drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely:

Drawings Title	Date of Drawings	Technical Data
N/A	N/A	No HECs identified.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.A:

- Required Performance Bond Form:* The performance bond that Contractor furnishes will be in the form of EJCDC® C-610, Performance Bond (2010, 2013, or 2018 edition).
- Required Payment Bond Form:* The payment bond that Contractor furnishes will be in the form of EJCDC® C-615, Payment Bond (2010, 2013, or 2018 edition).

6.03 *Contractor's Insurance*

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

- D. *Workers' Compensation and Employer's Liability:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers' Compensation and Related Policies	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
Jones Act (if applicable)	
Bodily injury by accident—each accident	N/A

Workers' Compensation and Related Policies	Policy limits of not less than:
Bodily injury by disease—aggregate	N/A
Employer's Liability	
Each accident	\$1,000,000.00
Each employee	\$1,000,000.00
Policy limit	\$1,000,000.00
Stop-gap Liability Coverage	
For work performed in monopolistic states, stop-gap liability coverage must be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of:	N/A

- E. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:
1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
 2. damages insured by reasonably available personal injury liability coverage, and
 3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- F. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage.
 - a. Such insurance must be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
 4. Underground, explosion, and collapse coverage.
 5. Personal injury coverage.
 6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

- G. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:
1. Any modification of the standard definition of “insured contract” (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
 2. Any exclusion for water intrusion or water damage.
 3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
 4. Any exclusion of coverage relating to earth subsidence or movement.
 5. Any exclusion for the insured’s vicarious liability, strict liability, or statutory liability (other than worker’s compensation).
 6. Any limitation or exclusion based on the nature of Contractor’s work.
 7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.
- H. *Commercial General Liability—Minimum Policy Limits*

Commercial General Liability	Policy limits of not less than:
General Aggregate	\$2,000,000.00, or its equivalent in Umbrella or Excess Liability Coverage
Products—Completed Operations Aggregate	\$1,000,000.00 per occurrence
Personal and Advertising Injury	\$1,000,000.00 per occurrence
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000.00 per occurrence

- I. *Automobile Liability:* Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	Policy limits of not less than:
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000.00 per occurrence

- J. *Umbrella or Excess Liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer’s liability, commercial general

liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	\$5,000,000.00
General Aggregate	N/A

- K. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements:* Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein. If such umbrella or excess liability policy was required under this Contract, at a specified minimum policy limit, such umbrella or excess policy must retain a minimum limit of **\$3,000,000.00** after accounting for partial attribution of its limits to underlying policies, as allowed above.
- L. *Contractor's Pollution Liability Insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance must be maintained for no less than three years after final completion.

Contractor's Pollution Liability	Policy limits of not less than:
Each Occurrence/Claim	\$1,000,000.00
General Aggregate	\$2,000,000.00

- M. *Combining Contractor's Pollution and Professional Liability Policies:* An acceptable alternative to providing two separate policies is for Contractor to provide a policy that combines Contractor's Pollution Liability and Professional Liabilities at the stated policy limits.
- N. *Contractor's Professional Liability Insurance:* If Contractor will provide or furnish professional services under this *Contract*, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance must cover negligent acts, errors, or omissions in the performance of professional design or related services by the insured or others for whom the insured is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. The retroactive date on the policy must pre-date the commencement of furnishing services on the Project.

Contractor's Professional Liability	Policy limits of not less than:
Each Claim	\$1,000,000.00 per claim, to pay on behalf of the insured all sums which the

Contractor's Professional Liability	Policy limits of not less than:
	insured shall become legally obligated to pay as damages by reason of any act, malpractice, error, or omission in professional services.
Annual Aggregate	N/A

SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provision:

- G. *Coverage for Completion Delays:* The builder's risk policy will include, for the benefit of Owner, loss of revenue and soft cost coverage for losses arising from delays in completion that result from covered physical losses or damage. Such coverage will include, without limitation, fixed expenses and debt service for a minimum of 12 months with a maximum deductible of 30 days, compensation for loss of net revenues, rental costs, and attorneys' fees and engineering or other consultants' fees, if not otherwise covered.

SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provisions:

- H. *Builder's Risk and Other Property Insurance Deductibles:* The purchaser of any required builder's risk, or other property insurance will be responsible for costs not covered because of the application of a policy deductible.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.10 Taxes

SC-7.10 Add a new paragraph immediately after Paragraph 7.10.A:

- A. Owner is exempt from payment of sales and compensating use taxes of the State of **Texas** and of cities and counties thereof on all materials to be incorporated into the Work.
1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.
 2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

7.18 Indemnification

SC-7.18 Delete Paragraph 7.18 in its entirety and insert the following in its place:

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer and CPS Energy, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other

dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

- B. In any and all claims against Owner or Engineer or CPS Energy, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 8—OTHER WORK AT THE SITE

There are no Supplementary Conditions in this Article.

ARTICLE 9—OWNER'S RESPONSIBILITIES

There are no Supplementary Conditions in this Article.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.03 Resident Project Representative

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.B:

- C. The Resident Project Representative (RPR) will be Engineer's representative at the Site. RPR's dealings in matters pertaining to the Work in general will be with Engineer and Contractor. RPR's dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. The RPR will:
1. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
 2. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
 3. *Liaison*

- a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for Contractor's proper execution of the Work.
4. *Review of Work; Defective Work*
- a. Conduct on-Site observations of the Work to assist Engineer in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Observe whether any Work in place appears to be defective.
 - c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.
5. *Inspections and Tests*
- a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.
 - b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.
6. *Payment Requests: Review Applications for Payment with Contractor.*
7. *Completion*
- a. Participate in Engineer's visits regarding Substantial Completion.
 - b. Assist in the preparation of a punch list of items to be completed or corrected.
 - c. Participate in Engineer's visit to the Site in the company of Owner and Contractor regarding completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
 - d. Observe whether items on the final punch list have been completed or corrected.
- D. The RPR will not:
1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
 2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction.
 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 11—CHANGES TO THE CONTRACT

There are no Supplementary Conditions in this Article.

ARTICLE 12—CLAIMS

There are no Supplementary Conditions in this Article.

ARTICLE 13—COST OF WORK; ALLOWANCES, UNIT PRICE WORK

SC-13.01 Supplement Paragraph 13.01.B.1. by adding the following sentence:

Contractor is responsible to make all wage payments under this provision to its employees and agents, and Contractor indemnifies and will hold Owner harmless for any claims made by Contractor's employees for any wage or payment claims.

SC-13.01 Supplement Paragraph 13.01.B.4. by adding the following sentence:

Contractor is responsible to make all wage payments under this provision to its employees and agents, and Contractor indemnifies and will hold Owner harmless for any claims made by Contractor's employees for any wage or payment claims.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

SC-14.02 Delete Paragraph 14.02.B in its entirety and insert the following in its place:

- B. Owner may retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05. Quality Assurance
 1. Quality assurance activities of the Owner and Engineer through their own forces or through contracts with materials testing laboratories and survey crews are for the purpose of monitoring the results of the Contractor's work to see that it is in compliance with the requirements of the Contract Documents.
 - a. Quality assurance activities of the Owner and Engineer in no way relieves the Contractor of the obligation to perform work and furnish products and constructed work conforming to the Contract Documents.
 - b. Failure on the part of the Owner or Engineer to perform or test products or constructed works in no way relieves the Contractor of the obligation to perform work and furnish materials conforming to the Contract Documents.
 2. Verification Testing
 - a. Provide verification testing when tests performed by the Owner indicate that

materials or the results of construction activities are not in conformance with Contract Documents.

- b. Verification testing is to be provided at the Contractor's expense to verify products or constructed works are in compliance after corrections have been made.
- c. Tests must comply with recognized methods or with methods recommended by the Owner's testing laboratory and approved by the Engineer.

SC-14.02 Delete Paragraph 14.02.D in its entirety and insert the following in its place:

- C. *Quality Control*—Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 - 3. Control the quality of work produced and verify that the work performed meets the standards of quality established in the Contract Documents.
 - a. Inspect the work performed by the Contractor, subcontractors and suppliers. Correct defective work.
 - b. Inspect products to be incorporated into the project. Provide only those products that comply with the Contract Documents.
 - c. Verify conformance of the work and products with the Contract Documents before notifying the Owner of need for testing.
 - d. Provide consumable construction materials of adequate quality to provide a finished product that complies with the Contract Documents.
 - e. Provide and pay for the services of an approved professional materials testing laboratory to ensure that products proposed for use fully comply with the Contract Documents.
 - f. Perform tests as indicated in this and other sections of the specifications. Schedule the time and sequence of testing with the Owner and Engineer. Testing is to be observed by the Owner, Engineer, or designated representative.
 - g. Provide labor, materials, tools, equipment, and related items for testing by the Owner including, but not limited to temporary construction required for testing and operation of new and existing utilities.
 - 4. Provide Certified Test Reports on products or constructed works to be incorporated into the project as required by Section 01300, SUBMITTALS. Reports are to indicate that products or constructed works are in compliance with the Contract Documents.
 - 5. Provide and maintain a written Quality Control Program that establishes the methods of assuring compliance with the Contract Documents.
 - 6. D. Designate Quality Control personnel at the start of the project. These personnel shall have the authority to monitor the work effectively and to implement and enforce the Quality Control Program.
 - 7. E. Assist the Engineer, Owner, and Owner's testing organization to perform quality assurance activities.
 - a. Provide access to the work and to the Manufacturer's operations at all times work is in progress.
 - b. Cooperate fully in the performance of sampling, inspection, and testing.
 - c. Furnish labor and facilities to:
 - d. Provide access to the work to be tested.
 - e. Obtain and handle samples for testing at the project site or at the source of the

- product to be tested.
- f. Facilitate inspections and tests.
 - g. Store and cure test samples.
 - h. Furnish copies of the tests performed on products.
 - i. Provide adequate quantities of representative product to be tested to the laboratory at the designated location.
 - j. Give the Owner adequate notice before proceeding with work that would interfere with testing.
 - k. Notify the Engineer and the testing laboratory prior to the time that testing is required. Lead time is to be adequate to allow arrangements to be made for testing.
 - l. Do not proceed with any work until testing services have been performed and results of tests indicate that the work is acceptable.
 - m. Provide complete access to the site and make Contract Documents available.
 - n. Provide personnel and equipment needed to perform sampling or to assist in making the field tests.
 - o. Testing performed by the Owner will be paid for by the Owner.
8. Provide a recognized testing laboratory capable of performing a full range of testing procedures complying with the standards or testing procedures specified. Obtain Owners' approval for the testing laboratory before testing is performed.
 9. Provide personnel certified to perform the test required.
 10. Should requirements of this Section of the specification conflict with the requirements of the technical specifications, the technical specifications shall govern.

ARTICLE 15—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

15.03 Substantial Completion

SC-15.03 Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

No suggested Supplementary Conditions in this Article.

ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

17.02 Arbitration

- A. All matters subject to final resolution under this Article will be settled by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules (subject to the conditions and limitations of this Paragraph SC-17.02). Any controversy or claim in the amount of \$100,000 or less will be settled in accordance with the American Arbitration Association's supplemental rules for Fixed Time and Cost Construction Arbitration. This agreement to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction.
- B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitration administrator, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the specific time required in Article 17, or if no specified time is applicable within a reasonable time after the matter in question has arisen, and in no event will any such demand be made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable statute of limitations.
- C. The arbitrator(s) must be licensed engineers, contractors, attorneys, or construction managers. Hearings will take place pursuant to the standard procedures of the Construction Arbitration Rules that contemplate in-person hearings. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute or the Contract. Any award in an arbitration initiated under this clause will be limited to monetary damages and include no injunction or direction to any party other than the direction to pay a monetary amount.
- D. The Arbitrators will have the authority to allocate the costs of the arbitration process among the parties, but will only have the authority to allocate attorneys' fees if a specific Law or Regulation or this Contract permits them to do so.
- E. The award of the arbitrators must be accompanied by a reasoned written opinion and a concise breakdown of the award. The written opinion will cite the Contract provisions deemed applicable and relied on in making the award.
- F. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges will constitute a waiver by that party to present evidence or cross-examine witness. In such event, the other party shall be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver will not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above.
- G. No arbitration arising out of or relating to the Contract will include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:
1. the inclusion of such other individual or entity will allow complete relief to be afforded among those who are already parties to the arbitration;
 2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration, and which will arise in such proceedings;
 3. such other individual or entity is subject to arbitration under a contract with either Owner or Contractor, or consents to being joined in the arbitration; and

4. the consolidation or joinder is in compliance with the arbitration administrator's procedural rules.
- H. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Laws and Regulations relating to vacating or modifying an arbitral award.
- I. Except as may be required by Laws or Regulations, neither party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties, with the exception of any disclosure required by Laws and Regulations or the Contract. To the extent any disclosure is allowed pursuant to the exception, the disclosure must be strictly and narrowly limited to maintain confidentiality to the extent possible.

ARTICLE 18—MISCELLANEOUS

There are no Supplementary Conditions in this Article.

EXHIBIT A—SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices and responses to general information requests for which there is no specific prescribed form.	Email	Email	
a.2	Meeting agendas, meeting minutes, RFI's and responses to RFI's, and Contract forms.	Email w/ Attachment	PDF	(2)
a.3	Contactors Submittals (Shop Drawings, "or equal" requests, substitution requests, documentation accompanying Sample submittals and other submittals) to Owner and Engineer, and Owner's and Engineer's responses to Contractor's Submittals, Shop Drawings, correspondence, and Applications for Payment.	Email w/ Attachment	PDF	
a.4	Correspondence; milestone and final version Submittals of reports, layouts, Drawings, maps, calculations and spreadsheets, Specifications, Drawings and other Submittals from Contractor to Owner or Engineer and for responses from Engineer and Owner to Contractor regarding Submittals.	Email w/ Attachment or LFE	PDF	
a.5	Layouts and drawings to be submitted to Owner for future use and modification.	Email w/ Attachment or LFE	DWG	
a.6	Correspondence, reports and Specifications to be submitted to Owner for future word processing use and modification.	Email w/ Attachment or LFE	DOC	
a.7	Spreadsheets and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	EXC	
a.8	Database files and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	DB	
Notes				
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of Contract Documents.			
(2)	Transmittal of written notices is governed by Paragraph 18.01 of the General Conditions.			
Key				
Email	Standard Email formats (.htm, .rtf, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies			
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, hard drive)			
PDF	Portable Document Format readable by Adobe® Acrobat Reader			
DGN	Bentley MicroStation .dgn format			
DOC	Microsoft® Word .docx format			
EXC	Microsoft® Excel .xls or .xml format			
DB	Microsoft® Access .mdb format			

EXHIBIT B—FORESEEABLE BAD WEATHER DAYS

Month	Number of Foreseeable Bad Weather Days in Month Based on Precipitation as Rain Equivalent (inches) (1)	Ambient Outdoor Air Temperature (degrees F)	
		Number of Foreseeable Bad Weather Days in Month Based on Low Temperature (at 11:00 a.m.)	Number of Foreseeable Bad Weather Days in Month Based on High Temperature (at 3:00 p.m.)
January	2 days		
February	3 days		
March	4 days		
April	3 days		
May	4 days		
June	6 days		
July	3 days		
August	4 days		
September	5 days		
October	5 days		
November	5 days		
December	3 days		
Notes:			
1. Two inches of sleet equal one inch of rain. Five inches of wet, heavy snow equal one inch of rain. Fifteen inches of “dry” powder snow equals one inch of rain.			

1.01 NOTICE OF AWARD

Date of Issuance: _____

Owner: City of La Vernia

Owner's Project No.:

Engineer: KCI Technologies
2023 Street Preservation and Repair of
San Antonio Rd, River Road, Crews Street South, Lauren Court, Kingsdale Street,
Alexandria & Hillcrest

Engineer's Project No.: E0305900

Contract Name: 2023 Street Preservation and Repairs

Bidder: _____

Bidder's Address:

You are notified that Owner has accepted your Bid dated _____ for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

2023 Street Preservation and Repair of
San Antonio Rd, River Road, Crews Street South, Lauren Court, Kingsdale Street, Alexandria & Hillcrest

The Contract Price of the awarded Contract is \$_____ Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

One (1) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **five (5)** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **City of La Vernia**

By (signature): _____

Name (printed): _____

Title: _____

Copy: Engineer

ENGINEER CERTIFICATE AND SEAL

The enclosed specifications, special specifications, special provisions, general notes and specification data in this document have been issued by me or under my responsible supervision as being applicable to this project.

Alteration of a sealed document without proper notification of the responsible engineer is an offense under the Texas Engineering Practice Act.

Frank Jaster

The seal appearing on this document was authorized by Frank Jaster, P.E. on June 19, 2023.



CONTRACT TIME & LIQUIDATED DAMAGES

The Contract Performance for this project shall be **81 Calendar Days** as defined in the Specifications.

The time set forth in the proposal for the completion of the work is an essential element of the Contract. For each working day under the conditions described in the proceeding paragraph that any work shall remain uncompleted after the expiration of the working days specified in the Contract, together with any additional working days allowed, the amount per day given in the following schedule will be deducted from the money due or to become due the Contractor, not as a penalty but as liquidated damages.

Amount of Liquidated Damages Per Working Days = \$500.00 per working day

EQUAL OPPORTUNITY CLAUSE

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or natural origin. The Contractor will take Affirmative action to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, creed, color or national origin. Such action shall include, but not 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 of training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or natural origin.
3. 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 by the agency contracting officer, advising the labor union or worker's representative of the Contractor's commitments under Section 202 of Executive Order No. 11246, as amended (3CFR 169 (1974) and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order No. 11246, as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order No. 11246, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such 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 in accordance with procedures authorized in Executive Order No. 11246, as amended, and such other sanctions may be imposed and remedies invoke as provided in Executive Order No. 11246, as amended or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the Provisions of Paragraph 1 through 7 in every Subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246, as amended, 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 contracting may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with the Subcontractor or Vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

EQUAL OPPORTUNITY CLAUSE

Equal Employment Opportunity is THE LAW

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under the following Federal authorities:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, prohibits job discrimination because of disability and requires affirmative action to employ and advance in employment qualified individuals with disabilities who, with reasonable accommodation, can perform the essential functions of a job.

VIETNAM ERA, SPECIAL DISABLED, RECENTLY SEPARATED, AND OTHER PROTECTED VETERANS

38 U.S.C. 4212 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, prohibits job discrimination and requires affirmative action to employ and advance in employment qualified Vietnam era veterans, qualified special disabled veterans, recently separated veterans, and other protected veterans.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), Employment Standards Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210 or call (202) 693-0101, or an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Private Employment, State and Local Governments, Educational Institutions

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under the following Federal laws:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, prohibits discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex or national origin.

DISABILITY

The Americans with Disabilities Act of 1990, as amended, protects qualified applicants and employees with disabilities from discrimination in hiring, promotion, discharge, pay, job training, fringe benefits, classification, referral, and other aspects of employment on the basis of disability. The law also requires that covered entities provide qualified applicants and employees with disabilities with reasonable accommodations that do not impose undue hardship.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination on the basis of age in hiring, promotion, discharge, compensation, terms, conditions or privileges of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act of 1964, as amended (see above), the Equal Pay Act of 1963, as amended, prohibits sex discrimination in payment of wages to women and men performing substantially equal work in the same establishment.

Retaliation against a person who files a charge of discrimination, participates in an investigation, or opposes an unlawful employment practice is prohibited by all of these Federal laws.

If you believe that you have been discriminated against under any of the above laws, you should contact immediately:

The U.S. Equal Employment Opportunity Commission (EEOC), 1801 L Street, N.W., Washington, D.C. 20507 or an EEOC field office by calling toll free (800) 669-4000. For individuals with hearing impairments, EEOC's toll free TDD number is (800) 669-6820.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX

In addition to the protection of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal assistance.

INDIVIDUALS WITH DISABILITIES

Sections 501, 504 and 505 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance in the federal government. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with reasonable accommodation, can perform the essential functions of a job.

If you believe you have been discriminated against in a program of any institution which receives Federal assistance, you should contact immediately the Federal agency providing such assistance.

PROJECT SIGN – NOT APPLICABLE

ILLEGAL DUMPING

The general contractor shall not dispose of any material whatsoever taken from the project site, onto any areas not considered to be legal dump sites. Materials such as broken concrete, asphalt, rebar, trash, etc. are to be disposed of properly. Unless otherwise noted, no material, including dirt, is to be dumped or placed into an existing creek or channel.

The general contractor is hereby instructed to contact the City of La Vernia or the Engineer for additional information on illegal dumping.

POWER OF ATTORNEY

Section 9, Item A.

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Karen Pecora-Barbour, Hellietchs Vanessa Lopez, Josh Lopez, Zion Lopez, Audrey Barbour, Ana Pina, jointly or severally

in the City of Westminster, State of Maryland its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 21st day of December, 2022.



**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Barton W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 18th day of January, 2022, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** this 10th day of July, 2023.

By: Catherine D. Glover
Catherine D. Glover Notary Public

**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Jeffrey D. Fick
Jeffrey D. Fick Corporate Secretary





CERTIFICATE OF LIABILITY INSURANCE

Section 9, Item A.

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

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

PRODUCER JOHN M BROWN INSURANCE AGENCY INC 21750 Hardy Oak Blvd Ste 104 San Antonio TX 78258-4946		CONTACT NAME: Marianna Morandi PHONE (A/C. No. Ext): 888-973-0016 E-MAIL ADDRESS: marianna@farmerbrown.com	FAX (A/C. No): 773-657-2010
INSURED J Clark Construction Inc 102 Kirby Heights Street, San Antonio TX 78219		INSURER(S) AFFORDING COVERAGE INSURER A: Obsidian Specialty Insurance Company INSURER B: Texas Mutual Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 16871 22945

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	SCB-GL-000030484	05/17/2023	05/16/2024	EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000.00 MED EXP (Any one person) \$ 5,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS - COMP/OP AGG \$ 1,000,000.00
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	0002077468	05/05/2023	05/05/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000.00 E.L. DISEASE - EA EMPLOYEE \$ 100,000.00 E.L. DISEASE - POLICY LIMIT \$ 500,000.00

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

Additional Insured
City of La Vernia
102 E. Chihuahua
La Vernia, TX 78121
Project : 2023 Street Preservation&Repair

CERTIFICATE HOLDER

CANCELLATION

City of La Vernia 102 E. Chihuahua La Vernia TX 78121	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ADDITIONAL REMARKS SCHEDULE

AGENCY East Texas Insurance		NAMED INSURED J CLARK CONSTRUCTION LLC 102 KIRBY HEIGHTS ST. SAN ANTONIO, TX 78219	
POLICY NUMBER 970551681			
CARRIER Progressive County Mutual Insurance Company	NAIC CODE 29203	EFFECTIVE DATE: 06/09/2023	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Coverages

Insurance coverage(s)	Limits
Uninsured/Underinsured Motorist	\$100,000 Combined Single Limit
Uninsured Motorist Property Damage	(included in combined single limit w/\$250 Ded)

Description of Location/Vehicles/Special Items

Scheduled autos only

2011 MACK 600 1M1AW02Y3BM015304	
Comprehensive	\$1,000 Ded
Collision	\$1,000 Ded
1996 FREIGHTLINER CONVENTIONAL 1FUVDZYB5TL670401	
Comprehensive	\$1,000 Ded
Collision	\$1,000 Ded
2007 MACK 600 1M1AJ07Y77N011766	
Comprehensive	\$1,000 Ded
Collision	\$1,000 Ded
2014 CTS Trailer STU3432248S000867	
Collision	\$1,000 Ded
Fire and Theft w/ CAC	\$1,000 Ded
2009 Lufkin Trailer REQUESTED11111111	
Collision	\$1,000 Ded
Fire and Theft w/ CAC	\$1,000 Ded
2001 Fontaine Trailer REQUESTED22222222	
Collision	\$1,000 Ded
Fire and Theft w/ CAC	\$1,000 Ded
2005 INTERSTATE 35 TON Trailer REQUESTED33333333	
Collision	\$1,000 Ded
Fire and Theft w/ CAC	\$1,000 Ded
2014 TOPHAT Trailer 4R7BU202XET131522	
Collision	\$1,000 Ded
Fire and Theft w/ CAC	\$1,000 Ded

Liability coverage may not apply to all scheduled vehicles.

Additional Information

Certificate holder is an additional insured on the Progressive Commercial Auto Policy, if required by written contract, per Blanket Additional Insured endorsement.
 Certificate holder is covered as a waiver of subrogation holder on the Progressive Commercial Auto Policy, if required by written contract, per Blanket Waiver of Subrogation endorsement.

2023 La Vernia Street Maintenance\Repair
Alexandria St. - San Antonio Rd. - Crews Street - Lauren Court - Alexandria - Kingsdale

Section 9, Item A.

					SY	CY	Gal	Ton	LF	Cost	Totals
River Rd.	SL 321, TxDot ROW to dead end	2440 x 20	5422								
	Item 110 5" Excavation 1.5' on both sides of the street					112.96				\$450.00	\$50,833.33
	Item 247 5" Flexible Base (Ty A, Gr 1-2)					112.96				\$250.00	\$28,240.74
	Item 310 Prime (CSS-1H)						1626.6			\$4.00	\$6,506.40
	Item 351 6" Flexible Pavement Structural Repair				500					\$125.00	\$62,500.00
	Item 3028 Frict Asph Surf Preservation Treatment				5422					\$5.52	\$29,929.44
	Total										\$178,009.91
San Antonio Rd	Txdot ROW to 220' SW	220 x 20	489								
	Item 351 6" Flexible Pavement Structural Repair				45					\$125.00	\$5,625.00
	Item 354 2" Plan & Text Asph Conc Pav (2"-3")				489					\$5.00	\$2,445.00
	Item 3076 D-GR HMA Ty D PG 64-22 HMA							81		\$125.00	\$10,085.63
	Item 3085 Underseal Course						49			\$6.00	\$294.00
	Total										\$18,449.63
San Antonio Rd	220' from US87 to US87	1970 x 20	4378								
Note 1	Item 150 Blading								3349	\$7.00	\$23,443.00
	Item 351 6" Flexible Pavement Structural Repair				67					\$125.00	\$8,375.00
	Item 3028 Frict Asph Surf Preservation Treatment				4378					\$5.52	\$24,166.56
	Total										\$55,984.56
Note 1	This involves approximately 2.0' of blading from edge of pavement for drainage to ditch.										
Crews St Sth.	US 87 to Kingsdale St	1200 x 25	3333								
	Item 351 6" Flexible Pavement Structural Repair				30					\$125.00	\$3,750.00
	Item 3028 Frict Asph Surf Preservation Treatment				3333					\$5.52	\$18,398.16
	Total										\$22,148.16
Lauren Ct	Jessica St. to Jessica St.	1110 x 35	4317								
	Item 351 6" Flexible Pavement Structural Repair				140					\$125.00	\$17,500.00
	Item 712 Clean & Seal Joints & Crack							1000		\$4.00	\$4,000.00
	Item 3028 Frict Asph Surf Preservation Treatment				4317					\$5.52	\$23,829.84
	Item 3085 Underseal Course						432			\$6.00	\$2,592.00
	Total										\$47,921.84
Alexandria	Just past Jessica St to Silverado St.	1630 x 30	5433								
	Item 351 6" Flexible Pavement Structural Repair				543					\$125.00	\$67,875.00
	Item 712 Clean & Seal Joints & Crack							1600		\$4.00	\$6,400.00
	Item 3028 Frict Asph Surf Preservation Treatment				5433					\$5.52	\$29,990.16
	Total										\$104,265.16
Kingsdale St.	Crews St south to Mulberry St	300 x 25	833								
	Item 3028 Frict Asph Surf Preservation Treatment				833					\$5.52	\$4,598.16
	Total										\$4,598.16

		Total unit	\$431,377.42
Item 100	Prep ROW (used \$300/STA)	26.4	\$900.00
Item 500	Mobilization (5% of cost)		\$50,350.00
Item 502	Barricades-Signs-Traffic Handling (used \$2,500/mo)		
			\$505,487.42

Priority	Street Name	Limits	Estimate
1	River Road	TxDOT ROW to dead end	\$178,009.91
2	San Antonio Road	TxDOT ROW to 220' Southwest	\$18,449.63
3	San Antonio Road	From 220' of US 87 to US 87	\$55,984.56
4	Crews Street	US 87 to Kingsdale Street	\$22,148.16
5	Lauren Court	Jessica Street to Jessica Street	\$47,921.84
6	Alexandria	Jessica Street to Silverado Street	\$104,265.16
7	Kingsdale Street	Crews Street to Mulberry Street	\$4,598.16

La Vernia available \$	\$500,000.00
Prep ROW/Mob/Barr bid costs subtracted	\$74,110.00
Priority streets to include:	\$431,377.42
River Road, San Antonio (both), Crews, Lauren, Alexandria (Jessica to Silverado), and Kingsdale Street	
Overrun	-\$5,487.42

RESOLUTION NO. R081023-01

A RESOLUTION OF THE CITY OF LA VERNIA ACCEPTING THE LOWEST QUALIFIED BIDDER BEING J. CLARK CONSTRUCTION IN THE AGREED-UPON AMOUNT OF \$505,487.42 FOR THE FY 2023 STREET MAINTENANCE PROJECT; AND AUTHORIZING THE MAYOR TO ENTER INTO CONTRACT FOR SAID CONSTRUCTION PROJECT.

WHEREAS, City Engineer, KCI, has informed the city that J Clark Construction is the lowest qualified bidder; and

WHEREAS, the City Council finds it to be in the best interest of the City of La Vernia to award the contract to J Clark Construction to timely complete the necessary street repairs for the City.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LA VERNIA, TEXAS:

SECTION 1. The City Council of La Vernia authorizes the mayor to execute a contract with J Clark Construction to complete FY 2023 Street Repairs for an amount not to exceed \$505,487.42.

SECTION 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

SECTION 3. All resolutions or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

SECTION 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND APPROVED, this 10th day of August 2023.

Martin Poore, Mayor

ATTEST:

Lindsey Wheeler, City Secretary

APPROVED AS TO FORM:

City Attorney
City of La Vernia



LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **“Agreement”** means this License and Services Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means the City of La Vernia, Texas.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Defined Named Users”** means the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules identified in the Investment Summary, if any.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date by which both your and our authorized representatives have signed the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **“Order Form”** means an ordering document that includes a quote or investment summary and

specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.

- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit D.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only.

1.2 Without limiting the terms of Section 1.1, you understand and agree that the Tyler Software set forth in the Investment Summary as subscription or software as a service (“SaaS”) do not include perpetual rights. If you do not pay the required annual fee in accordance with the Invoicing and Payment Policy, your right to use the applicable Software will be suspended unless and until payment in full has been made. Tyler Software provided as SaaS is subject to the Tyler SaaS Services Terms and Service Level Agreement found here: <https://www.tylertech.com/terms/tyler-saas-services>.

1.3 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

- 1.4 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.
 - 1.5 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
 - 1.6 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
 - 1.7 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.
 - 1.8 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**
2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
 3. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (b) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
8. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

SECTION D – MAINTENANCE AND SUPPORT

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

- (i) receive the lowest priority under our Support Call Process;
- (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.
 - 2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.
 - 2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.
 - 2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

- 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.
5. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION G – TERMINATION

1. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section F(2).
- 1.1 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3).

- 1.2 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of this Agreement for a period of forty-five (45) days or more.
- 1.3 Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid license and other fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party’s patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).**

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d)

Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION I – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of

proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not

limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler’s Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler’s Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

23. Contract Documents. This Agreement includes the following exhibits:

- Exhibit A Investment Summary
- Exhibit B Invoicing and Payment Policy
Schedule 1: Business Travel Policy
- Exhibit C Maintenance and Support Agreement
Schedule 1: Support Call Process
- Exhibit D Statement of Work

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of La Vernia, TX

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

City of La Vernia
PO Box 225
La Vernia, TX 78121
Attention: _____



Exhibit A

Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

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Sales Quotation For:

City of La Vernia
 PO Box 225
 La Vernia TX

Quoted By: John Hardin
 Quote Expiration: 12/04/23
 Quote Name: City of Lavernia - Court On Premise

Tyler Software

Description	License	Discount	License Total	Annual Maintenance
Municipal Justice powered by Incode				
Municipal Justice 10 Suite				
Criminal Case Manager	\$ 4,400	\$ 880	\$ 3,520	\$ 1,100
Cash Collections	\$ 0	\$ 0	\$ 0	\$ 0
Citation Issuing Device Interface	\$ 4,000	\$ 800	\$ 3,200	\$ 1,000
Court/Police Third-Party Interface (Import or Export of Citations/Warrants/Dispositions)	\$ 5,500	\$ 1,100	\$ 4,400	\$ 1,375
Output Director	\$ 2,750	\$ 550	\$ 2,200	\$ 688
Tyler One				
Content Manager Suite				

Core		\$ 4,250	\$ 850	\$ 3,400	\$ 1,063
	TOTAL:	\$ 20,900	\$ 4,180	\$ 16,720	\$ 5,226

Tyler Annual Services

Description	Annual
ERP	
Other Services	
Tyler University	\$ 523
	TOTAL: \$ 523

Tyler Fees per Transaction

Description	Net Unit Price
Municipal Justice powered by Incode	
Municipal Justice 10 Suite	
Court Case Resolution Bundle	\$ 0.00

Third Party Software & Hardware

Description	Quantity	Unit Price	Extended Price	Annual
Tyler Third Party				
Hardware				
Epson TMH6000V Thermal Receipt Printer White USB NEW	1	\$ 1,050	\$ 1,050	\$ 203
Topaz Signature Pad TL462 USB with Serial Emulation TLBK462 BSB	1	\$ 525	\$ 525	\$ 105
	TOTAL:		\$ 1,575	\$ 308

Services

Description	Hours/Units	Extended Price	Maintenance
Municipal Justice 10 Suite			
Case Management Data Conversion	1	\$ 5,000	\$ 0
Fee Instance, Payment Plans, Restitution Data Conversion	1	\$ 4,500	\$ 0
Warrants & Judgments Data Conversion	1	\$ 1,500	\$ 0
Professional Services	80	\$ 9,600	\$ 0
Project Management	1	\$ 1,250	\$ 0
Content Manager Suite			
Professional Services	32	\$ 3,840	\$ 0
TOTAL:		\$ 25,690	\$ 0

Summary

One Time Fees

Recurring Fees

Total Tyler Software	\$ 16,720	\$ 5,226
Total Third Party Hardware, Software, Services	\$ 1,575	\$ 308
Total Tyler Services	\$ 25,690	\$ 523
Summary Total	\$ 43,985	\$ 6,057
Contract Total	\$ 50,042	

Detailed Breakdown of Professional Services (Included in Summary Total)

Description	Hours	Extended Price	Maintenance
-------------	-------	----------------	-------------

Municipal Justice powered by Incode			
Municipal Justice 10 Suite			
Cash Collections	4	\$ 480	\$ 0
Case Manager Data Analysis	8	\$ 960	\$ 0
Criminal Case Manager Implementation Fees	48	\$ 5,760	\$ 0
Fee Instance, Payment Plans, Restitution Data Analysis	8	\$ 960	\$ 0
Output Director	8	\$ 960	\$ 0
Warrants & Judgements Data Analysis	4	\$ 480	\$ 0
Sub-Total	80	\$ 9,600	\$ 0
Tyler One			
Content Manager Suite			
Core	32	\$ 3,840	\$ 0
Sub-Total	32	\$ 3,840	\$ 0
TOTAL:	112	\$ 13,440	\$ 0

Comments

- Work will be delivered remotely unless otherwise noted in this agreement.

Court Case Management conversion includes Name Information (Address, phone, name notes), Vehicle Information, Officer Information, Offense Code Information, Case Information (violation date, comments, citation), Witness Information, Disposition Information

Court Case Resolution Bundle includes: Court Defendant Access, Court IVR and Notifications for Court. A fee is paid by the defendant for each transaction processed through Court Defendant Access or Court IVR: \$1.00 for payments under \$100, \$2.50 for payments over \$100, and \$3.50 for advanced online transactions. A \$0.20 fee is paid by the client for each violation for which a phone notification is attempted. Text message notifications are free of charge provided the client 1) enables the standard campaigns that include a link to Court Defendant Access, and 2) enables advanced online transactions that are currently available or defendants at the counter or by mail. This contract replaces existing Court Defendant Access annual fees.



Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable license and services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Software.

1.1 *License Fees:* License fees are invoiced as follows: (a) 25% on the Effective Date; (b) 60% on the date when we provide you with access to the applicable Tyler Software (the "Software Access Date"); and (c) 15% on the earlier of use of the Tyler Software in live production or 180 days after the Software Access Date.

1.2 *Maintenance and Support Fees:* Year 1 maintenance and support fees are waived through the earlier of (a) availability of the Tyler Software for use in a live production environment; or (b) one (1) year from the Effective Date. Year 2 maintenance and support fees, at our then-current rates, are payable on that earlier-of date, and subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates.

1.3 *SaaS & Subscription Fees:* SaaS (including hosting) fees and subscription fees are invoiced on an annual basis, beginning on the first day of the month immediately following the Effective Date. Your annual SaaS fees and subscription fees for the initial year one term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees and subscription fees will be at our then-current rates.

2. Other Tyler Software and Services.

2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

2.2 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon delivery of the best practice recommendations, by module, and 50% upon delivery of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

- 2.3 *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
- 2.4 *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in the Maintenance and Support Agreement.
- 2.5 *Other Fixed Price Services*: Except as otherwise provided, other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- 2.6 *Web Services*: Annual fees for web services are payable in advance, commencing upon the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.
- 2.7 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.
3. Third Party Products.
- 3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
- 3.2 *Third Party Software Maintenance*: The first year maintenance fees for the Third Party Software, if any, is invoiced when we make that Third Party Software available to you for downloading.
- 3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.
- 3.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.
- 3.5 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party’s then-current rates.

4. **Transaction Fees.** Unless paid directly by an end user at the time of transaction, per transaction (order, call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in Exhibit A and may be increased by Tyler upon notice of no less than thirty (30) days.

5. **Expenses.** The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee’s private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee’s office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler’s work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. Term. We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date, and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. We will adjust the term to match your first use of the Tyler Software in live production if that event precedes the one (1) year anniversary of the Effective Date.
2. Maintenance and Support Fees. Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. Maintenance and Support Services. As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 provide support during our established support hours;
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 3.4 provide you with a copy of all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.



4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.
5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
 - (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
 - (c) You will perform daily database backups and verify that those backups are successful.
6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of

such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler’s Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client’s needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a “confirmed support incident” mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler’s responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client’s database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler’s support team must have the ability to quickly connect to the Client’s system and view the site’s setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D
Statement of Work

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City of La Vernia

SOW from Tyler Technologies, Inc.

7/19/2023

Presented to:
Lisa Flores
PO Box 225
La Vernia, TX 78121

Contact:
John Hardin
Email: John.Hardin@TylerTech.com
5519 53rd St., Lubbock, TX 79414

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Part 1: Executive Summary

1. Project Overview

1.1 Introduction

Tyler Technologies (“Tyler”) is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler’s end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler’s solutions transform how clients gain actionable insights that solve problems in their communities.

1.2 Project Goals

This Statement of Work (“SOW”) documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and the City (collectively the “Project”).

The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals
- Providing a single, comprehensive, and integrated solution to manage business functions
- Streamline business processes through automation, integration, and workflows
- Provide a user-friendly user interface to promote system use and productivity
- Eliminate redundant data entry

1.3 Methodology

This is accomplished by the City and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler’s six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler’s public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the City’s complexity and organizational needs.

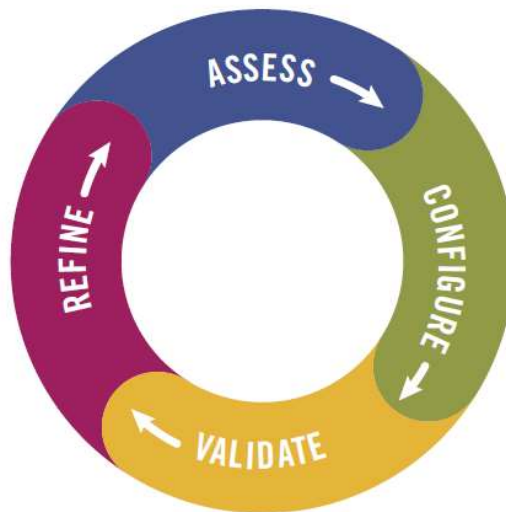
Tyler's Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both the City and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that the City and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where the City's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.

Iterative Project Model



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to complete the Project efficiently and effectively.

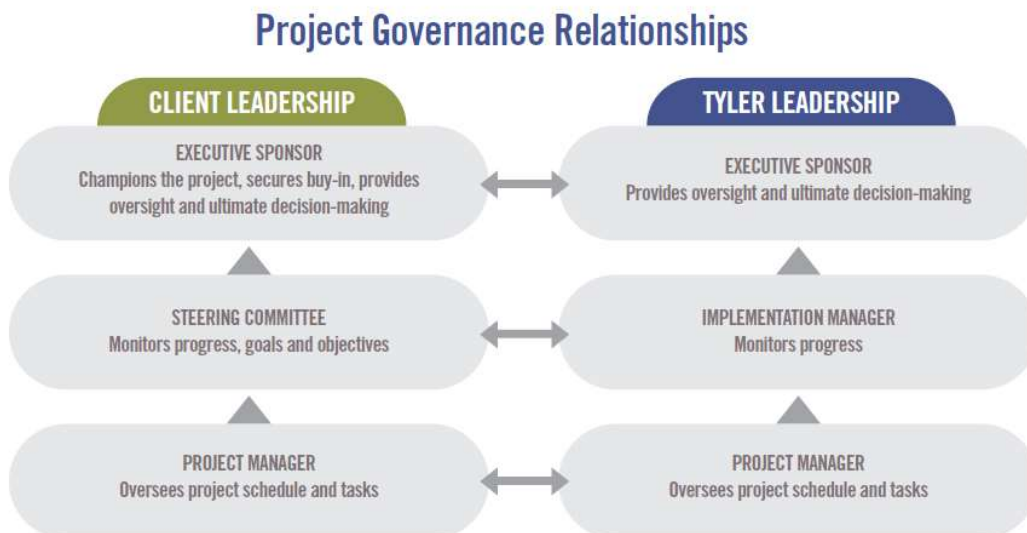
Part 2: Project Foundation

2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The chart below illustrates an overall team perspective where Tyler and the City collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the City Steering Committee become the escalation points to triage responses prior to escalation to the City and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The City and Tyler executive sponsors serve as the final escalation point.



3. Project Scope Control

3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the “triple constraints” or project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

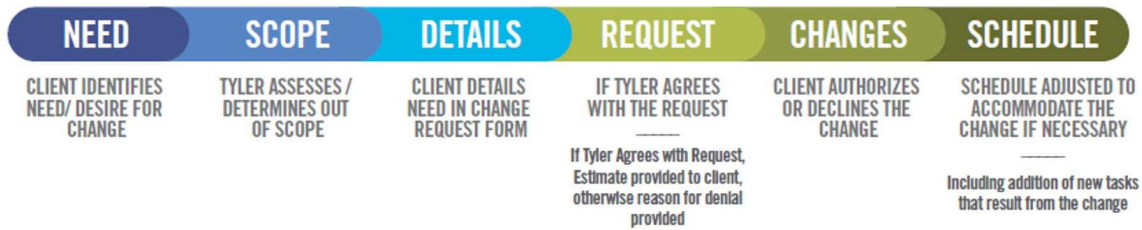
3.3 Change Request Management

Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule, some changes may result in less cost to the City; for example, the City may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:

- The nature of the change.
- A good faith estimate of the additional cost or associated savings to the City, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

The City will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and the City). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.

Change Request Process



4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each City office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the City will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining City feedback and approval on Project deliverables will be critical to the success of the Project. The City project manager will strive to gain deliverable and decision approvals from all authorized City representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each City department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- The City shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the City does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the City does not agree the Deliverable or Control Point meets requirements, the City shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The City shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the City does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for the City and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at the City, but are roles defined within the Project. It is common for individual resources on both the Tyler and City project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.

5.1.1 Tyler Executive Manager

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the City’s overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to the City’s executive sponsor.

5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with City management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk, and issue management, and is the primary point of contact for all Project related items. As requested by the City, the Tyler Project Manager provides regular updates to the City Steering Committee and other Tyler governance members. Tyler Project Manager’s role includes responsibilities in the following areas:

5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by the City project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.
- Collaborates with the City project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to the City any items that may impact the outcomes of the Project.
- Collaborates with the City's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with the City's project manager(s) to set a routine communication plan that will aide all Project team members, of both the City and Tyler, in understanding the goals, objectives, status, and health of the Project.

5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides the City through software validation process following configuration.
- Assists during Go-Live process and provides support until the City transitions to Client Services.
- Facilitates training sessions and discussions with the City and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).
- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.

5.2 City Roles & Responsibilities

City resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

5.2.1 City Executive Sponsor

The City executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the City steering committee, project manager(s), and functional leads to make critical business decisions for the City.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

5.2.2 City Steering Committee

The City steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project’s value throughout the organization. The steering committee oversees the City project manager and Project through participation in regular internal meetings. The City steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The City steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
 - Cost
 - Scope
 - Schedule
 - Project Goals
 - City Policies
 - Needs of other client projects

5.2.3 City Project Manager

The City shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. The City Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the City project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a

timely fashion to avoid Project delays. The City project manager(s) are responsible for reporting to the City steering committee and determining appropriate escalation points.

5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for the City project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both the City staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all City resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to City technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.

- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.4 City Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to the City project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
 - Task completion
 - Stakeholder Meeting
 - Project Management Plan development
 - Schedule development
 - Maintenance and monitoring of risk register
 - Escalation of issues
 - Communication with Tyler project team
 - Coordination of City resources
 - Attendance at scheduled sessions
 - Change management activities
 - Modification specification, demonstrations, testing and approval assistance
 - Data analysis assistance
 - Decentralized end user training
 - Process testing
 - Solution Validation

5.2.5 City Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on the City business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to the City staff during and after implementation.

- Participate in conversion review and validation.

5.2.6 City End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

5.2.7 City Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for City third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from the City's legacy system per the conversion schedule set forth in the project schedule.
- Client-hosted:
 - Involved in infrastructure planning/review
 - Purchases and sets up client-hosted servers

5.2.7.1 City Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the City's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with City and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

5.2.8 City Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.

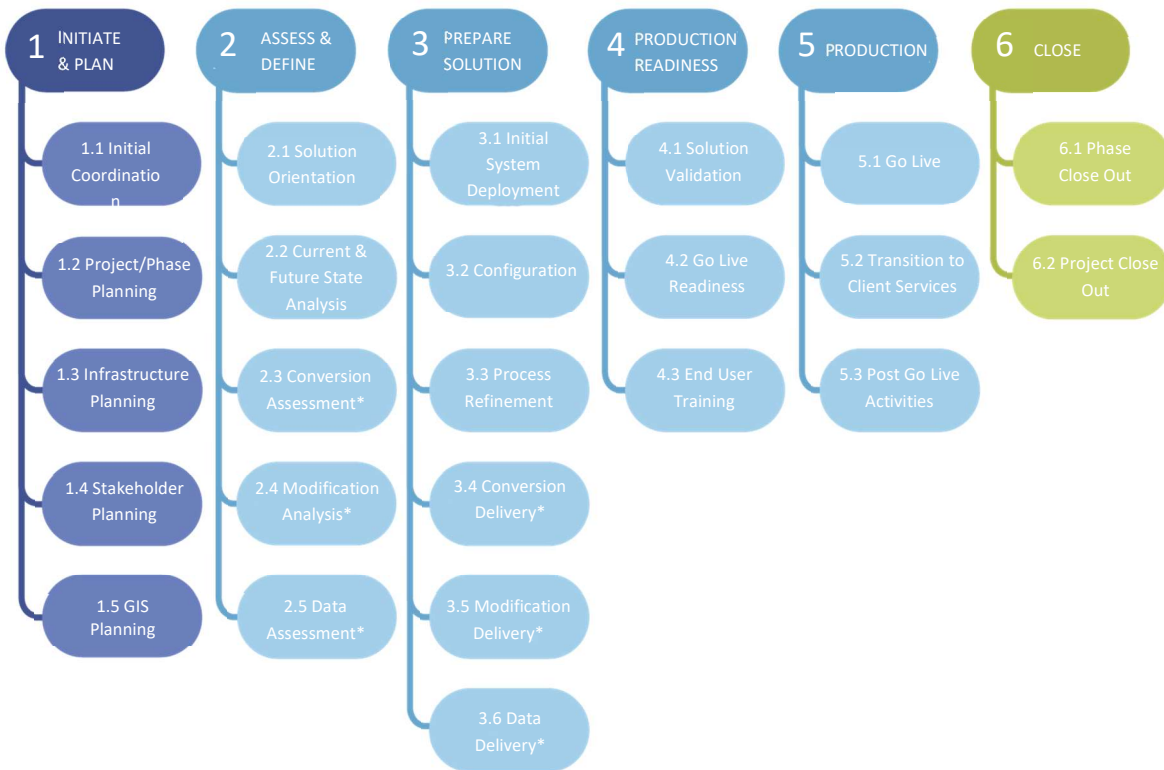
Part 3: Project Plan

6. Project Stages

Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called “Stages” and the second level components are called “Work Packages”. The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a “Control Point”, confirming the work performed during that stage of the Project has been accepted by the City.

Work Breakdown Structure (WBS)



**Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as “Intentionally Left Blank” in Section 6 of the Statement of Work.*

6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides the City with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. The City gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the City’s team. During this step, Tyler will work with the City to establish the date(s) for the Project and Phase Planning session.

Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify City project team.

STAGE 1	Initial Coordination																
	Tyler							City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
City project team is assigned									A	I	R	I	I	I			
Provide initial project documents to the City		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						
Create Project Portal to store project artifacts and facilitate communication		A	R								I						

Inputs	Contract documents
	Statement of Work

Outputs/Deliverables	Working initial project documents
	Project portal

Work package assumptions:

- Project activities begin after the agreement has been fully executed.

6.1.2 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with the City to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all City Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to the City’s Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with the City Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the City with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

STAGE 1	Project/Phase Planning																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Schedule and conduct planning session(s)		A	R						I		C	C	I				

Develop Project Management Plan		A	R						I		C	C	I				
Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
Project Management Plan	Delivery of document
Project Operational Plan	Delivery of document
Initial Project Schedule	City provides acceptance of schedule based on resource availability, project budget, and goals.

Work package assumptions:

- City has reviewed and completed the Guide to Starting Your Project document.

6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. This task is especially important on-premise deployment models. In an On-premise deployment, the City will be responsible for the setup of the infrastructure. Tyler will install Licensed Software on application server(s) or train the City to install License Software. The City is responsible for the installation and setup of all peripheral devices.

Objectives:

- Ensure the City’s infrastructure meets Tyler’s application requirements.
- Ensure the City’s infrastructure is scheduled to be in place and available for use on time.

STAGE 1	Infrastructure Planning																
	Tyler							City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Provide Infrastructure Requirements and Design Document		A	R		C		C				I						I
Initial Infrastructure Meeting		A	R		C		C				C						C

Schedule Installation of All Licensed Software		A	R				C				I						I
Infrastructure Audit		A	R				C				I						C

Work package assumptions:

- The City will maintain environment (or virtual environment) for On-Premise deployments.

Inputs	1. Initial Infrastructure Requirements and Design Document
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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Completed Infrastructure Requirements	Delivery of Requirements
	Infrastructure Audit	System Passes Audit Criteria

6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the City Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the City team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

STAGE 1	Stakeholder Meeting																
	Tyler							City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I				
Review Stakeholder Meeting Presentation		I	C						A		R		C				
Perform Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C	I	I	I	I	I	I

Inputs	Agreement
	SOW

Project Management Plan		
Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	

Work package assumptions:

- None

6.1.5 Intentionally left blank.

6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler’s receipt of this stage acceptance.

Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to the City
- Stakeholder meeting complete

6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current City business processes. This information will be used to identify and define business processes utilized with Tyler software. The City collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on City team knowledge transfer such as: eLearning, documentation, or walkthroughs. The City team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler’s solution.

Objectives:

- Provide a basic understanding of system functionality.
- Prepare the City for current and future state analysis.

STAGE 2	Solution Orientation																
	Tyler							City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Provide pre-requisites			A	R							I	I		I	I		I
Complete pre-requisites											A	R		C			C
Conduct orientation			A	R							I	I		I	I		I

Inputs	Solution orientation materials
	Training Plan

6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

The City and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The City will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the City’s responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget, and resource availability.

STAGE 2	Current & Future State Analysis	
	Tyler	City

<p> RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed </p>	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	City current state documentation
	Solution Orientation completion

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Documentation that describes future-state decisions and configuration options to support future-state decisions.	Delivery of document

Work package assumptions:

- City attendees possess sufficient knowledge and authority to make future state decisions.
- The City is responsible for any documentation of current state business processes.
- The City can effectively communicate current state processes.

6.2.3 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler’s conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing (“legacy”) system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

Objectives:

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.

STAGE 2	Data Conversion Assessment																
	Tyler							City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			I		C						A						R
Review and Scrub Source Data			I	I	I						A	R		C			I
Build/Update Data Conversion Plan			R	C	C						C	I	I	I			I

Inputs	City Source data
	City Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated	City Acceptance of Data Conversion Plan, if Applicable

Work package assumptions:

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with the City representatives to identify business rules before writing the conversion.
- City subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

6.2.4 Intentionally left blank.

6.2.5 Intentionally left blank.

6.2.6 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler’s receipt of the Stage Acceptance.

Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.

- Assess & Define Stage Acceptance Criteria:
- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the City against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

Objectives:

- The City’s hardware is available and set up appropriately to meet Tyler’s requirements.
- All licensed software is installed and operational.
- The City can access the software.

STAGE 3	Initial System Deployment (On-Premise)																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Review Purchased Hardware			A				R				I						C
Setup/Prepare Hardware for Deployment for Included Environments			I				C				A						R
Install Licensed Software with Initial Database on Server(s) for Included Environments			A				R				I						C

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Conduct configuration training			A	R							I	C		C			
Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			
Complete City configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.
--------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Configured System	

Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. The City is responsible for making decisions when multiple options are available.

6.3.3 Process Refinement

Tyler will educate the City users on how to execute processes in the system to prepare them for the validation of the software. The City collaborates with Tyler staff iteratively to validate software configuration options to support future state.

Objectives:

- Ensure that the City understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

STAGE 3	Process Refinement																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Conduct process training			A	R							I	C	I	C			
Confirm process decisions			I	C					A		R	C	I	C			
Test configuration			I	C							A	R		C			
Refine configuration (City Responsible)			I	C							A	R		C			
Refine configuration (Tyler Responsible)			A	R							I	I		I			
Validate interface process and results			I	C			C				A	R		C			C
Update City-specific process documentation (if applicable)			I	C							A	R		C			
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support future state decisions.
	Solution validation test plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan	
	Completed City-specific process documentation (completed by City)	

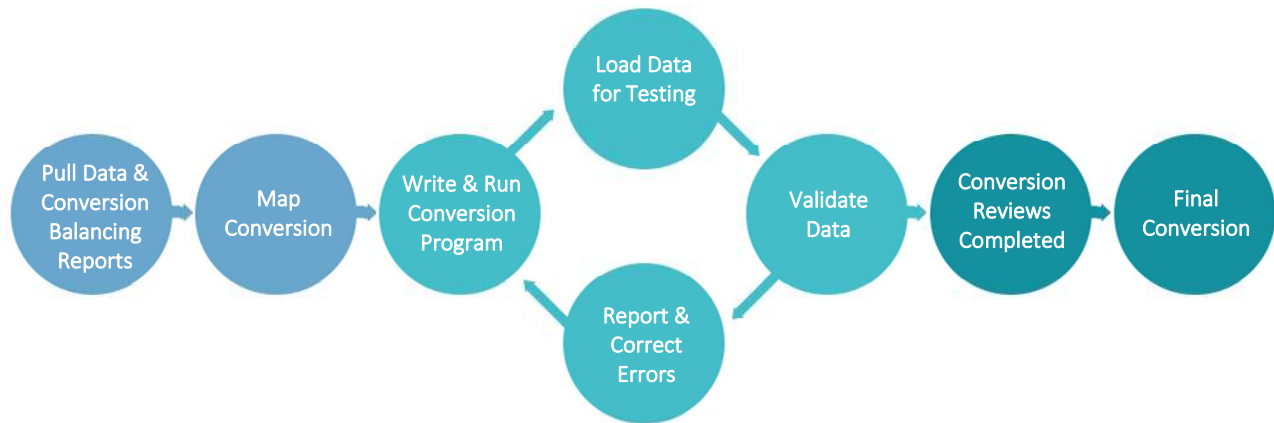
Work package assumptions:

- None

6.3.4 Conversion Delivery

The purpose of this task is to transition the City’s data from their source (“legacy”) system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the City will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the City to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.



Objectives:

- Data is ready for production (Conversion).

STAGE 3	Data Delivery & Conversion																
	Tyler							City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Provide data crosswalks/code mapping tool			A	C	R						I	I		I			
Populate data crosswalks/code mapping tool			I	C	C						A	R		C			

Iterations: Conversion Development			A	C	R							I						I
Iterations: Deliver converted data			A		R							I						I
Iterations: Proof/Review data and reconcile to source system			C	C	C							A	R			C		C

Inputs	
	Data Conversion Plan
	Configuration

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Code Mapping Complete / Validated	
	Conversion Iterations / Reviews Complete	Conversion complete, verified, and ready for final pass

Work package assumptions:

- The City will provide a single file layout per source system as identified in the investment summary.
- The City subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The City project team will be responsible for completing the code mapping activity, with assistance from Tyler.

6.3.5 Intentionally left blank.

6.3.6 Intentionally left blank.

6.3.7 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler’s receipt of the Stage Acceptance.

Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.
- Conversion iterations and reviews complete.

Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.

- Solution validation test plan has been reviewed and updated if needed.

6.4 Production Readiness

Activities in the Production Readiness stage will prepare the City team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the City to review the status of the project and the organizations readiness for go-live.

6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that the City verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure the City organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation																
	Tyler							City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Update Solution Validation plan			A	R	C						C	C		C			
Update test scripts (as applicable)			C	C	C						A	R		C			
Perform testing			C	C	C						A	R		C			
Document issues from testing			C	C	C						A	R		C			
Perform required follow-up on issues			A	R	C						C	C		C			

Inputs	Solution Validation plan
	Completed work product from prior stages (configuration, business process, etc.)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Solution Validation Report	City updates report with testing results

Work package assumptions:

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

6.4.2 Go-Live Readiness

Tyler and the City will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the City has considered its ability to successfully Go-Live. Issues and concerns will be discussed, and mitigation options documented. Tyler and the City will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

STAGE 4	Go-Live Readiness																	
	Tyler								City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads	
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I					I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C			C
Order peripheral hardware (if applicable)			I							A	R							C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C				C
Final system infrastructure review (where applicable)			A				R				C							C

Inputs	Future state decisions
	Go-live checklist

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to the City

Work package assumptions:

- None

6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Train the Trainer: Tyler provides one occurrence of each scheduled training or implementation topic. City users who attended the Tyler sessions may train additional users. Additional Tyler led sessions may be contracted at the applicable rates for training.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler’s responsibility to develop City specific business process documentation. City-led training labs using City specific business process documentation if created by the City can be added to the regular training curriculum, enhancing the training experiences of the end users.

Objectives:

- End users are trained on how to use the software prior to go-live.
- The City is prepared for on-going training and support of the application.

STAGE 4	End User Training																
	Tyler							City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C		I		C		
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Train-the-trainer		A	R	C							C	C	I	C			
End User training (City-led)			C	C							A	R	I	C	C	C	

Inputs	Training Plan
	List of End Users and their Roles / Job Duties
	Configured Tyler System

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	End User Training	City signoff that training was delivered

Work package assumptions:

- The City project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with the City as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of City departments.
- The City will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler’s receipt of the stage acceptance.

Production Readiness stage deliverables:

- Solution Validation Report.
- Update go-live action plan and/or checklist.
- End user training.

Production Readiness stage acceptance criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and the City will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with the City to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, the City and Tyler will complete work assigned to prepare for Go-Live.

The City provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, the City manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with the City during Go-Live activities. The City transitions to Tyler software for day-to-day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

Objectives:

- Execute day to day processing in Tyler software.
- City data available in Production environment.

STAGE 5	Go-Live																
	Tyler							City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C						A						R
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C
Proof final converted data, if applicable			C	C	C						A	R		C			
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	City confirms data is available in production environment

Work package assumptions:

- The City will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The City business processes required for Go-Live are fully documented and tested.
- The City Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The City Project Team and Power User’s provide business process context to the end users during Go-Live.
- The Tyler Go-Live support team is available to consult with the City teams as necessary.
- The Tyler Go-Live support team provides standard functionality responses, which may not be tailored to the local business processes.

6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of the City onto the Tyler Client Services team, who provides the City with assistance following Go-Live, officially transitioning the City to operations and maintenance.

Objectives:

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to the City teams for key processes and subject areas.

STAGE 5	Transition to Client Services																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Transfer City to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			
Review long term maintenance and continuous improvement			A					R			C	C		C			

Inputs	Open item/issues List
--------	-----------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

Work package assumptions:

- No material project issues remain without assignment and plan.

6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

Objectives:

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

STAGE 5	Post Go-Live Activities																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C			C
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C			

Inputs	List of post Go-Live activities
--------	---------------------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

Work package assumptions:

- System is being used in a live production state.

6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler’s receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.

6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. The City transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).

6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of the City for systems implemented in the Phase.

Objectives:

- Agreement from Tyler and the City teams that activities within this phase are complete.

STAGE 6	Phase Close Out																
	Tyler							City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						

Participants	Tyler	City
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads
	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	

Inputs	
	Contract
	Statement of Work
	Project artifacts

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Final action plan (for outstanding items)	
	Reconciliation Report	
	Post Phase Review	

Work package assumptions:

- Tyler deliverables for the phase have been completed.

6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time the City may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to the City teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
	Tyler							City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to City and Tyler leadership	I	A	R						I	I	C						
Release Tyler project resources	A	R	I								I						

Inputs	Contract
	Statement of Work

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
------------------------	--	---

	Post Project Report	City acceptance; Completed report indicating all project Deliverables and milestones have been completed
--	---------------------	--

Work package assumptions:

- All project implementation activities have been completed and approved.
- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Close Stage Deliverables:

- Post Project Report.

Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

7. General Assumptions

Tyler and the City will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a few assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The City Project Team will complete their necessary assignments in a mutually agreed upon timeframe to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the City project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, the City is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring the City to make process changes.

- The City is responsible for defining, documenting, and implementing their policies that result from any business process changes.

7.2 Organizational Change Management

Unless otherwise contracted by Tyler, City is responsible for managing Organizational Change. Impacted City resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted City resources understand the value of the change, and why they are being asked to change.

7.3 Resources and Scheduling

- City resources will participate in scheduled activities as assigned in the Project Schedule.
- The City team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and the City will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget, and schedule) will be assessed and documented as part of the change control process.
- The City will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- The City makes timely Project related decisions to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- The City will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- The City will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- The City is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with the City representatives to identify business rules before writing the conversion. The City must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.

- The City will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The City Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- The City is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

7.5 Facilities

- The City will provide dedicated space for Tyler staff to work with City resources for both on-site and remote sessions. If Phases overlap, City will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The City will provide staff with a location to practice what they have learned without distraction.

8. Glossary

Word or Term	Definition
Acceptance	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
Accountable	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
Application	A computer program designed to perform a group of coordinated functions, tasks, or activities for the benefit of the user.
Application Programming Interface (API)	A defined set of tools/methods to pass data to and received data from Tyler software products
Agreement	This executed legal contract that defines the products and services to be implemented or performed.
Business Process	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
Business Requirements Document	A specification document used to describe Client requirements for contracted software modifications.
Change Request	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
Change Management	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
Code Mapping [where applicable]	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
Consulted	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
Control Point	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
Data Mapping [where applicable]	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
Deliverable	A verifiable document or service produced as part of the Project, as defined in the work packages.
Go-Live	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
Informed	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]

Infrastructure	The composite hardware, network resources and services required for the existence, operation, and management of the Tyler software.
Interface	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
Integration	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
Legacy System	The software from which a client is converting.
Modification	Custom enhancement of Tyler’s existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
On-site	Indicates the work location is at one or more of the client’s physical office or work environments.
Organizational Change	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
Output	A product, result or service generated by a process.
Peripheral devices	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
Phase	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
Project	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
RACI	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
Remote	Indicates the work location is at one or more of Tyler’s physical offices or work environments.
Responsible	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
Scope	Products and services that are included in the Agreement.

Solution	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
Standard	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project-specific activities, services, and Deliverables.
System	The collective group of software and hardware that is used by the organization to conduct business.
Test Scripts	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
Training Plan	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program, or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
Work Package	A group of related tasks within a project.

Part 4: Appendices

9. Conversion

9.1.1 Court Case Management - Standard

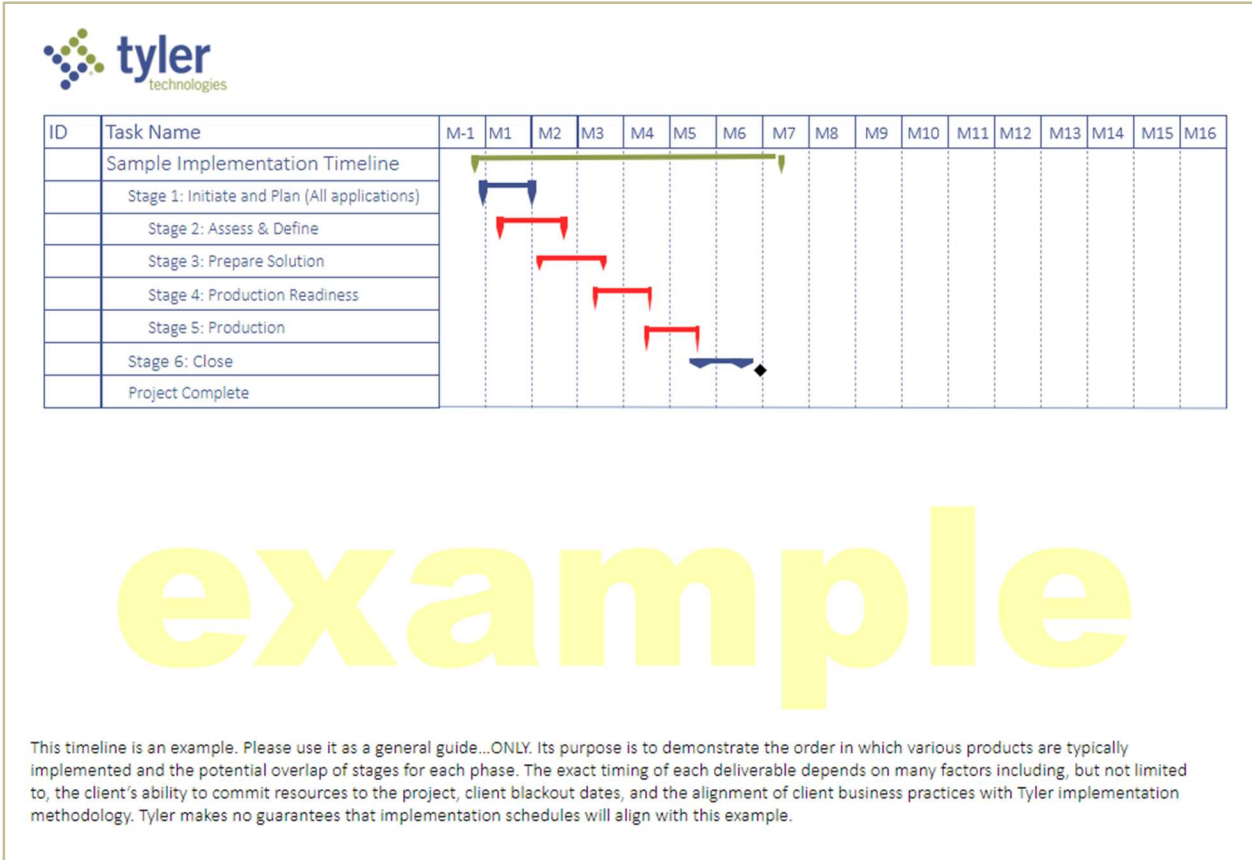
- Name Information (Defendant, Address, Physical Attributes, Identification Numbers, Phone Numbers)
- Vehicle Information (Tag Number, Make, Model, Style, Color, VIN)
- Officer Information (Officer Name, Badge Number, Rank, Email)
- Offense Code Information (Offense Code, Offense Description, Statute/Ordinance)
- Case Information (Citation Number, Case Officer, Violation Date, Violation Location, PD Case Number, Docket Number, Comments)
- Witness Information (Witness Type, Subpoena Date)
- Disposition Information (Case Status, Plea, Judge, Court Location, Conviction Date, Plea Date, Attorney)
- Conversion History Information (Read only format)
- Payment Information (Fines/Fees assessed, Fines/Fees Paid, Non-Cash payments, Receipt Number, Payment Date, Payment Amount)
- Warrant Information (Warrant Type, Issue Date, Served Date, Canceled/Recalled Date, Region Number, Status, Comments, Officer Assigned) – available only when associated with a citation
- Bond Information (Bond Type, Posted Date, Applied/Refunded/Forfeited Date, Bond Number, Posted By, Bond Amount, Status)
- Payment Plan Information (Initial Payment Amount, Payment Date, Next Payment Date, Next Payment Amount) - Tyler will need a copy of the Payment Plan data to determine if the data is clean enough to convert.

10. Additional Appendices

10.1 Intentionally left blank.

11. Project Timeline

11.1 Municipal Justice Timeline



11.2 Intentionally left blank.

RESOLUTION NO. R081023-02

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LA VERNIA, TEXAS ENTERING INTO AN AGREEMENT WITH TYLER TECHNOLOGIES AND AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT.

WHEREAS, the City of La Vernia, Texas City Council has given authority to the City Administrator to make and be responsible for administrative decisions; and

WHEREAS, the City of La Vernia will benefit from the agreement with TYLER TECHNOLOGIES (Incode Software) as described in **Attachment A**; and

WHEREAS, the City Council of La Vernia, Texas finds it to be in the best interest of the city to have this agreement with TYLER TECHNOLOGIES (Incode Software) for Municipal Court Software;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LA VERNIA, TEXAS THAT:

SECTION 1. City Council of La Vernia authorizes the City Administrator to sign an agreement with TYLER TECHNOLOGIES (Incode Software) for information Municipal Court Software.

SECTION 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

SECTION 3. All resolutions or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

SECTION 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND ADOPTED, this 10th day of August 2023.

CITY OF LA VERNIA, TEXAS

Martin Poore, Mayor

ATTEST:

Lindsey Wheeler, City Secretary

APPROVED AS TO FORM:

City Attorney

Attachment A

AGREEMENT FOR PROVISION OF PROFESSIONAL SERVICES
BETWEEN THE CITY OF LA VERNIA AND
THE LA VERNIA MUNICIPAL DEVELOPMENT DISTRICT

THE STATE OF TEXAS

KNOWN ALL MEN BY THESE PRESENTS:

COUNTY OF WILSON

THIS AGREEMENT executed the 19th day of July, 2018, by and between the CITY OF LA VERNIA, a municipal corporation, acting by and through its City Council, situated in Wilson County, Texas (hereinafter referred to as “City”), and the La Vernia Municipal Development District, a municipal development district (hereinafter referred to as “LVMDD”) acting by and through its President of the Board is as follows:

WITNESSETH:

I.

The City agrees to provide management, professional, administrative, financial and investment services to the LVMDD according to the terms of this agreement. Direct services the City shall perform for the LVMDD shall include:

1. Providing Salary, workers’ compensation, health, and retirement expenses for LVMDD employees.
2. Preparing all financial and investment reports and keeping all financial books and records required by applicable law.
3. Preparing a budget for the forthcoming year for review and approval by the Board and City Council.
4. Providing all necessary budgeting, accounting, financial management and investment management through the City’s Finance Department.
5. Providing accounts payable, payroll, purchasing and other bookkeeping services with oversight and training of such services.
6. Providing for a repository of records, office and conference space.
7. Providing technology support of hardware, software and phone systems through the City’s Information Technology Department.

8. Providing for legal services through the City Attorney's office at the rate that those services are provided to the City.
9. Providing executive and administrative support, review and oversight by various City departments including but not limited to City Administrator/Executive Director, City Secretary, and appropriate staffing.
10. Providing for project management services.

It is understood and agreed that access to City staff resources by the LVMDD is secondary to the needs of the City Council of the City of La Vernia.

II.

Subject to the LVMDD continuing to contract with the City for management services, the LVMDD will pay to the City for its services pursuant to this agreement, in the form of a flat annual fee in the amount of THIRTYNINE THOUSAND AND EIGHTY TWO dollars and 00/100 cents (\$39,082.00). Said amount is to be paid in equal monthly payments of THREE THOUSAND TWO HUNDRED AND FIFTY-SIX dollars and 83/100 cents (\$3,256.83) on the last day of every month.

In addition, the LVMDD will pay to the City the City attorney's hourly fees as charged to the City for all attorney services associated with the LVMDD.

In the event of the termination of this agreement, the LVMDD will be responsible for paying the City only the portion of the cost allocated to periods prior to the effective date of the termination of the agreement.

III.

It is the express purpose of this agreement for the City to provide certain management, professional, administrative and financial services to the LVMDD.

IV.

Subject to early termination as provided in Article V below, this agreement shall be in effect for a period of ONE (1) year commencing August 1, 2018 and ending July 31, 2019 and said agreement shall be extended for additional one (1) year terms thereafter under the same terms and conditions unless one party gives to the other party written notification at least thirty (30) days prior to the end of the existing term of its desire to terminate the agreement.

V.

1. This contract may be terminated by the City or LVMDD, in whole, or from time to time, in part, upon thirty (30) days' notice from the terminating party to the other party.

Termination shall be effective thirty (30) days after delivery of Notice of Termination specifying to what extent performance or work under the contract shall be terminated thirty (30) days after receipt by the notified party.

- 2. After receipt of a Notice of Termination the City shall:
 - a. Stop work on the date as specified in the thirty (30) day Notice of Termination to the extent possible.
 - b. Place no further orders or subcontracts except as may be necessary for completion of the work not terminated.
 - c. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination in so far as possible.
 - d. The LVMDD shall pay all expenses incurred through the date of termination.

VII.

This Agreement shall take effect on the day of execution.

IN WITNESS WHEREOF, the parties have executed this Contract in the year and on the day indicated.

**LA VERNIA
MUNICIPAL DEVELOPMENT DISTRICT**

CITY OF LA VERNIA

Cynthia Farmer,
President

Robert Gregory,
Mayor

AGREEMENT FOR PROVISION OF PROFESSIONAL SERVICES
BETWEEN THE CITY OF LA VERNIA AND
THE LA VERNIA MUNICIPAL DEVELOPMENT DISTRICT

THE STATE OF TEXAS

KNOWN ALL MEN BY THESE PRESENTS:

COUNTY OF WILSON

THIS AGREEMENT, executed the 10th day of AUGUST, 2023, by and between the CITY OF LA VERNIA, a municipal corporation, acting by and through its City Council, situated in Wilson County, Texas (hereinafter referred to as “City”), and the La Vernia Municipal Development District, a municipal development district (hereinafter referred to as “LVMDD”) acting by and through its President of the Board is as follows:

WITNESSETH:

I.

The City agrees to provide management, professional, administrative, financial and investment services to the LVMDD according to the terms of this agreement. Direct services the City shall perform for the LVMDD shall include:

1. Providing Salary, workers’ compensation, health, and retirement expenses for LVMDD employees.
2. Preparing all financial and investment reports and keeping all financial books and records required by applicable law.
3. Preparing a budget for the forthcoming year for review and approval by the Board and City Council.
4. Providing all necessary budgeting, accounting, financial management and investment management through the City’s Finance Department.
5. Providing accounts payable, payroll, purchasing and other bookkeeping services with oversight and training of such services.
6. Providing for a repository of records, office and conference space.
7. Providing technology support of hardware, software and phone systems through the City’s Information Technology Department.

8. Providing for legal services through the City Attorney's office at the rate that those services are provided to the City.
9. Providing executive and administrative support, review and oversight by various City departments including but not limited to City Administrator/Executive Director, City Secretary, and appropriate staffing.
10. Providing for project management services.

It is understood and agreed that access to City staff resources by the LVMDD is secondary to the needs of the City Council of the City of La Vernia.

II.

Subject to the LVMDD continuing to contract with the City for management services, the LVMDD will pay to the City for its services pursuant to this agreement, in the form of a flat annual fee in the amount of SIXTY THOUSAND dollars and 00/100 cents (\$60,000

In addition, the LVMDD will pay to the City the City attorney's hourly fees as charged to the City for all attorney services associated with the LVMDD.

In the event of the termination of this agreement, the LVMDD will be responsible for paying the City only the portion of the cost allocated to periods prior to the effective date of the termination of the agreement.

III.

It is the express purpose of this agreement for the City to provide certain management, professional, administrative and financial services to the LVMDD.

IV.

Subject to early termination as provided in Article V below, this agreement shall be in effect for a period of ONE (1) year commencing August 1, 2023 and ending July 31, 2024, and said agreement shall be extended for additional one (1) year terms thereafter under the same terms and conditions unless one party gives to the other party written notification at least thirty (30) days prior to the end of the existing term of its desire to terminate the agreement.

V.

1. This contract may be terminated by the City or LVMDD, in whole, or from time to time, in part, upon thirty (30) day's notice from the terminating party to the other party. Termination shall be effective thirty (30) days after delivery of Notice of Termination specifying to what extent performance or work under the contract shall be terminated thirty (30) days after receipt by the notified party.

- 2. After receipt of a Notice of Termination the City shall:
 - a. Stop work on the date as specified in the thirty (30) day Notice of Termination to the extent possible.
 - b. Place no further orders or subcontracts except as may be necessary for completion of the work not terminated.
 - c. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination in so far as possible.
 - d. The LVMDD shall pay all expenses incurred through the date of termination.

VII.

This Agreement shall take effect on the day of execution.

IN WITNESS WHEREOF, the parties have executed this Contract in the year and on the day indicated.

**LA VERNIA
MUNICIPAL DEVELOPMENT DISTRICT**

CITY OF LA VERNIA

Dianell Recker,
President

Martin Poore,
Mayor