



January 20, 2022

POSTED

A.M. 4:10 P.M.

JAN 20 2022

GWINDA JONES, COUNTY CLERK
ERATH COUNTY, TEXAS

By G Deputy

NOTICE OF COMMISSIONER'S COURT MEETING

Notice is hereby given that the Erath county Commissioner's Court will meet in regular session on Monday, January 24, 2022 at 9:00 a.m. in the 2nd floor Commissioner's Courtroom at the Erath County Courthouse, Stephenville, Texas to consider the following agenda items for discussion and possible action:

1. Discussion and action to approve Monthly Departmental reports (sent via email)
2. Discussion and action to approve Final Plat of Buffalo Ridge, Phase III. (C. Gillespie/R. Harrison)
3. Discussion and action to approve variance of Final Plat of Buffalo Ridge, Phase III for the following:
 - a. Engineer Certification
 - b. Roads constructed to Erath County and NCTCOG standards.
 - c. Maximum block length.
 - d. Maximum cul-de-sac length.
4. Approve Joint Primary Election Services Contract between Erath County Clerk and the Erath County Republican Party for March 1, 2022 Primary. Aprobar el Contrato Conjunto de Servicios Electorales Primarios entre el Secretario del Condado de Erath y el Partido Republicano del Condado de Erath para las Primarias del 1 de marzo de 2022. (G. Jones)
5. Approve Joint Primary Election Services Contract between Erath County Clerk and the Erath County Democratic Party for March 1, 2022 Primary. Aprobar el Contrato Conjunto de Servicios electorales primarios entre el Secretario del Condado de Erath y el Partido Demócrata del Condado de Erath para las primarias del 1 de marzo de 2022. (G. Jones)
6. Approve Joint Resolution and Statistical Information for Joint Primary for the March 1, 2022 Election and if necessary Primary Runoff Election. Aprobar la Resolución Conjunta y la Información Estadística para las Primarias Conjuntas para las Elecciones del 1 de marzo de 2022 y, si es necesario, las Elecciones Primarias de Segunda Vuelta. (G. Jones)
7. Discussion and action to approve contract with Waldrop Construction Co., Inc. for construction of Annex III. (L. Pence)
8. Discussion and action to appoint Dee Stephens and Joe Brown as representatives to act for County in regards to the construction contract. (L. Pence)
9. Discussion and action to approve the Payroll Distribution Register and Overtime Register. (K. Barrier)
10. Discussion and action to approve Budget Adjustments. (K. Reeves)
11. Discussion and action to modify the agreement between the County and Tyler Technologies to add services for Law Enforcement Operations. (K. Reeves)

12. Discussion and action to approve invoices presented for regular and recurring payment as presented by the County Auditor and issue **Order** to the County Treasurer to disburse the funds. (K. Reeves)
13. Discussion and action on Burn Ban. (Fire Marshal)
14. Discussion and action to grant Pct2 permission to clean fence row on CR 370 for John Koke to improve drain and site distance on curve. (Commissioner Ray)
15. Presentation and approval of the Quarterly Investment Report. (Treasurer K. Barrier)
16. Presentation and approval of the December 2021 Monthly Treasurer's Report. (Treasurer K. Barrier)
17. Discussion and action to approve the request to have a presentation by Mr. Rick Baker, outside auditor, of his findings in his audit of Erath County financial records. (Judge Campos)
18. Discussion and action to approve Pct. 3 purchase of a used Chip Spreader from a licensed auctioneer. (Commissioner Brown)
19. Discussion and action to approve Memorandum of Understanding between the City of Stephenville and Erath County for the January 2021 opening and operation of the Erath County Vaccination Center so the City may acquire reimbursements. (Judge Campos)
20. Closed Executive Session in Accordance with the Open Meeting Act, *Tex. Govt. Code 551.071 through 551.086*, to discuss:
 - a. Personnel
 - b. Legal Matter
 - c. Real Estate
 - d. Reconvene
21. Discuss any new business.
22. Adjourn.

Alfonso Campos

County Judge
Erath County, Texas



POSTED

A.M. 4:10 P.M.

JAN 20 2022

GWINDA JONES, COUNTY CLERK
ERATH COUNTY, TEXAS

By G Deputy

Erath County Reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matters listed, as authorized by the Texas Government Code, §551.071 (Consultation with Attorney), subsection 551.071(2) (Consultation with Attorney on legal matters that are not related to litigation), §551.072 (Deliberations regarding Real Property), §551.073 (Deliberations about Gifts and Donations), §551.074 (Personnel Matters), §551.076 (Deliberations about Security Personnel or Devices), §551.087 (Economic Development), §551.088 (Deliberation regarding Test Item), and 551.089 (Deliberation regarding Security Devices or Security Audits).

Commissioner's Court
Regular Meeting
January 24, 2022
9:00 a.m.
Courthouse – County Courtroom

Present:

Commissioner Precinct #1 – Dee Stephens - Present

Commissioner Precinct #2 – Albert Ray - Present

Commissioner Precinct #3 – Joe Brown - Present

Commissioner Precinct #4 – Jim Buck - Present

County Judge, Alfonso Campos

County Clerk, Gwinda Jones

Others present in the courtroom: See attached roster

Agenda Item #1 Discussion and action to approve Monthly Departmental reports (sent via email)

Number 2022-011

Motion: Motion to approve monthly reports

Made By: Commissioner Stephens

Second By: Commissioner Ray

Ayes: Stephens X Ray X Brown X Buck X Judge Campos X

Noes: None

Motion Carried

Agenda Item #2 Discussion and action to approve Final Plat of Buffalo Ridge, Phase III (C. Gillespie/R. Harrison)

Agenda Item #3 Discussion and action to approve variance of Final Plat of Buffalo Ridge, Phase III for the following:

a. Engineer Certification

b. Roads constructed to Erath County and NCTCOG standards.

c. Maximum block length.

d. Maximum cul-de-sac length

Number 2022-012

Motion: To grant variance a, b, c, d, for Legends of Buffalo Ridge

Made By: Commissioner Brown

Second By: Commissioner Buck

Ayes: Stephens X Ray X Brown X Buck X Judge Campos X

Noes: None

Motion Carried

Back to Agenda Item #2 Discussion and action to approve Final Plat of Buffalo Ridge, Phase III (C. Gillespie/R. Harrison)

Number 2022-013

Motion: Approve Final Plat for the Legends of Buffalo Ridge, Phase III

Made By: Commissioner Brown

Second By: Commissioner Buck

Ayes: Stephens X Ray X Brown X Buck X Judge Campos X

Noes: None

Motion Carried

Agenda Item #4 Approve Joint Primary Election Services Contract between Erath County Clerk and the Erath County Republican Party for March 1, 2022 Primary. Aprobar el Contrato Conjunto de Servicios Electorales Primarios entre el Secretario del Condado de Erath y el Partido Republicano del Condado de Erath para las Primarias del 1 de marzo de 2022.

Number 2022-013

Motion: To Approve Joint Primary Election Services Contract between Erath County Clerk and the Erath County Republican Party for March 1, 2022 Primary

Made By: Commissioner Ray

Second By: Commissioner Stephens

Ayes: Stephens X Ray X Brown X Buck X Judge Campos X

Noes: None

Motion Carried

Agenda Item #5 Approve Joint Primary Election Services Contract between Erath County Clerk and the Erath County Democratic Party for March 1, 2022 Primary. *Aprobar el Contrato Conjunto de Servicios electorales primarias entre el Secretario del Condado de Erath y el Partido Demócrata del Condado de Erath para las primarias del 1 de marzo de 2022*

Number 2022-014

Motion: To Approve Joint Primary Election Services Contract between Erath County Clerk and the Erath County Democratic Party for March 1, 2022 Primary

Made By: Commissioner Ray

Second By: Commissioner Stephens

Ayes: Stephens X Ray X Brown X Buck X Judge Campos X

Noes: None

Motion Carried

Agenda Item #6 Approve Joint Resolution and Statistical Information for Joint Primary for the March 1, 2022 Election and if necessary Primary Runoff Election. *Aprobar la Resolución Conjunta y la Información Estadística para las Primarias Conjuntas para las Elecciones del 1 de marzo de 2022 y, si es necesario, las Elecciones Primarias de Segunda Vuelta*

Number 2022-015

Motion: Approve Joint Resolution and Statistical Information for Joint Primary for the March 1, 2022 Election and if necessary Primary Runoff Election.

Made By: Commissioner Ray

Second By: Commissioner Stephens

Ayes: Stephens X Ray X Brown X Buck X Judge Campos X

Noes: None

Motion Carried

Agenda Item #7 Discussion and action to approve contract with Waldrop Construction Co., Inc. for construction of Annex III (Lisa Pence)

Number 2022-016

Motion: To approve contract with Waldrop Construction Co., Inc.

Made By: Commissioner Stephens

Second By: Commissioner Buck

Ayes: Stephens X Ray X Brown X Buck X Judge Campos X

Noes: None

Motion Carried

Agenda Item #8 Discussion and action to appoint Dee Stephens and Joe Brown as representatives to act for County in regards to the construction contract.

Number 2022-017

Motion: To appoint myself (Dee Stephens) and Joe Brown as representatives to act for County in regard to the construction contract

Made By: Commissioner Stephens

Second By: Commissioner Buck

Ayes: Stephens X Ray X Brown X Buck X Judge Campos X

Noes: None

Motion Carried

Agenda Item #9 Discussion and action to approve the Payroll Distribution Register and Overtime Register
Number 2022-018

Motion: To approve the Payroll Distribution Register and Overtime Register

Made By: Commissioner Brown

Second By: Commissioner Stephens

Ayes: Stephens X Ray X Brown X Buck X Judge Campos X

Noes: None

Motion Carried

Agenda Item #10 Discussion and action to approve Budget Adjustments / None Presented No Action

Agenda Item #11 Discussion and action to modify the agreement between the County and Tyler Technologies to add services for Law Enforcement Operations

Number 2022-019

Motion: To modify the agreement between the County and Tyler Technologies to add services for Law Enforcement Operations (will add services for Constables \$37,000 plus annual maintenance for package)

Made By: Commissioner Brown

Second By: Commissioner Buck

Ayes: Stephens X Ray X Brown X Buck X Judge Campos X

Noes: None

Motion Carried

Agenda Item #12 Discussion and action to approve invoices presented for regular and recurring payment as presented by the County Auditor and issue Order to the County Treasurer to disburse the funds

Number 2022-020

Motion: To approve invoices presented for regular and recurring payment (\$8,095.02, \$186,695.80, \$657.20, \$16,238.16, \$320.00, \$25,162.12; \$18,932.44, \$302,797.80)

Made By: Commissioner Stephens

Second By: Commissioner Buck

Ayes: Stephens X Ray X Brown X Buck X Judge Campos X

Noes: None

Motion Carried

Agenda Item #13 Discussion and action on Burn Ban / No action Burn Ban will be left on

Agenda Item #14 Discussion and action to grant Pct 2 permission to clean fence row on CR 370 for John Koke to improve drain and site distance on curve

Number 2022-021

Motion: To grant Pct 2 permission to clean fence row on CR 370 for John Koke property

Made By: Commissioner Brown

Second By: Commissioner Buck

Ayes: Stephens X Ray X Brown X Buck X Judge Campos X

Noes: None

Motion Carried

Agenda Item #15 Presentation and approval of the Quarterly Investment Report

Number 2022-022

Motion: To approve Quarterly Investment Report

Made By: Commissioner Ray

Second By: Commissioner Stephens

Ayes: Stephens X Ray X Brown X Buck X Judge Campos X

Noes: None

Motion Carried

Agenda Item #16 Presentation and approval of the December 2021 Monthly Treasurer's Report

*Treasurer notes in report discrepancies in balances between Treasure and Auditors numbers. Court would like Auditor and Treasurer to come to an agreement on the numbers. Auditor has to wait for outside audit to be completed by BMY before making any adjustments. This should be in next few weeks. The outside auditor will make presentation of findings and any questions can be asked at that time.

Number 2022-023

Motion: To approve the December 2021 Monthly Treasurer's Report

Made By: Commissioner Stephens

Second By: Commissioner Ray

Ayes: Stephens X Ray X Brown X Buck X Judge Campos X

Noes: None

Motion Carried

Agenda Item #17 Discussion and action to approve the request to have a presentation by Mr. Rick Baker, outside auditor, of his findings in his audit of Erath County financial records. Pass / Review by Attorney

*Kim Baker and Ryan Taylor spoke regarding request

Agenda Item #18 Discussion and action to approve Pct. 3 purchase of a used Chip Spreader from a licensed auctioneer

Number 2022-024

Motion: To approve Pct. 3 purchase of a used Chip Spreader from a licensed auctioneer

Made By: Commissioner Ray

Second By: Commissioner Buck

Ayes: Stephens X Ray X Brown X Buck X Judge Campos X

Noes: None

Motion Carried

Agenda Item #19 Discussion and action to approve Memorandum of Understanding between the City of Stephenville and Erath County for the January 2021 opening and operation of the Erath County Vaccination Center so the City may acquire reimbursements

Number 2022-025

Motion: To approve MOU with the City of Stephenville for the operation Vaccination Center

Made By: Commissioner Brown

Second By: Commissioner Stephens

Ayes: Stephens X Ray X Brown X Buck X Judge Campos X

Noes: None

Motion Carried

Agenda Item #20 Closed Executive Session in Accordance with the Open Meeting Act, Tex. Govt. Code 551.071 through 551.086, to discuss:

- a. Personnel
- b. Legal Matter
- c. Real Estate
- d. Reconvene

Meeting Not Needed / Pass

Agenda Item #21 Discuss any new business.

- Jennifer Carey – Thank you to Cindi Smith, Emergency Management Coordinator for her assistance with her office over the past week during COVID outbreak.
- Kim Barrier – Employee's W2 went out online but lots of trouble. Will send out paper copies today
- Jennifer Carey – New Voter Cards went out.

Motion To Adjourn:

Made By: Commissioner Ray

Second By: Commissioner Buck

All Ayes Meeting Adjourned At 9:59 a.m.

STATE OF TEXAS

COUNTY OF ERATH

The above and foregoing is a true and complete copy of the minutes taken in my capacity as County Clerk of the Commissioners Court of Erath County, Texas, at the time and place heretofore set forth.

DATED at Stephenville, Texas, this 24th day of January, 2022.

ATTESTED BY:

GWINDA JONES, Erath County Clerk

A handwritten signature in black ink, reading "Gwinda Jones", is written over a horizontal line.



ERATH COUNTY COMMISSIONER'S COURT

Attendees on Meeting Date: January 27, 2022

Printed Name	Signature	Email	Phone
Dave Washem		dwa@embermail.com	281-682-8654
Kay McLearn	Kay McLearn		
Rylan Harrison	Rylan Harrison	rylan.harrison@hotmail.com	254-631-7200
Donna Sue Washem	Donna Washem		281-455-3300
Robert Keller	Robert Keller		254-485-1230
Cynthia Smith			
Mary Trammell			
Kimberley Fitzgerald Baker			
Dorene Minder	Dorene Minder	minder.dorene@gmail.com	217-790-3902
Ryan Taylor	Ryan Taylor		
Kimberly Barrier	Kimberly Barrier		
Jennifer Carey	Jennifer Carey		
Charlie Giltner	Charlie Giltner		254 968-8130
Matt Conner			
Erika Barlow	Erika Barlow		
Brandon Huckab			

De



Erath County

100 W. Washington, Stephenville, Texas 76401

Monthly Reports submitted for the following offices for December, 2021.

- ☐ AgriLife Extension
- ☐ Auditor
- ☐ Adult Probation Department
- ☒ Constable, Precinct 1
- ☒ Constable, Precinct 2
- ☒ County Clerk
- ☒ District Clerk
- ☐ Emergency Management
- ☐ Environmental
- ☒ Fire Marshal
- ☐ Indigent
- ☒ Justice of the Peace, Precinct 1
- ☒ Justice of the Peace, Precinct 2
- ☐ Pre-Trial Services
- ☒ Tax Office
- ☐ Treasurer
- ☒ Sheriff



consulting environmental engineers, inc.

Main Office:

150 N. Harbin Drive – Suite 408

Stephenville, TX 76401

Phone: (254) 968-8130

Fax: (254) 968-8134

email: ceeinc@ceeinc.org

Branch Office:

11504 PR 7440

Wolfforth, TX 79382

Phone: (817) 504-8390

www.ceeinc.org

Registered Firm: F-2323

January 19, 2022

Variance Request – Engineer Certification

Erath County Commissioners Court
100 W Washington St.
Stephenville, TX 76401

Re: Legends at Buffalo Ridge Phase III Final Plat

In accordance with the current Erath County Subdivision & Rural Development Regulations dated July 27, 2020 we are requesting a variance for:

Section II, Article III Application for Final and Recorded Plat , (a) Engineer Certification.

As required, the drainage plans and specifications of the drainage improvements were prepared by a Texas Registered Professional Engineer and were reviewed and accepted by the Commissioners Court for all phases of this project. However, the requirement for each segment or phase of the drainage plan to be constructed under the supervision of the Engineer did not occur.

We believe the variance will not be detrimental to the public health, safety or welfare or injurious to other property.

The conditions upon which the variance request is based is that this project was started and almost completed prior to review and application of the existing subdivision rules.

Because of the state of completions of the property an access hardship would result to the owner, if the strict letter of these Rules is carried out.

We respectfully request a variance from the requirement to provide an Engineer Certification for the Phase III Final Plat.

Charles P. Gillespie III
President



consulting environmental engineers, inc.

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Registered Firm: F-2323

January 19, 2022

Variance Request – Road Construction

Erath County Commissioners Court
100 W Washington St.
Stephenville, TX 76401

Re: Legends at Buffalo Ridge Phase III Final Plat

In accordance with the current Erath County Subdivision & Rural Development Regulations dated July 27, 2020 we are requesting a variance for:

Section I, Article V Roads, (C) Design Criteria and Construction Standards for Streets, construction standards

The road construction design and specifications were provided to comply with the Erath County and NCTCOG standards for all phases of development of the project. The developer believes these standards were met, but has no pictorial or documented records to provide for verification. As these roadways are designated as private roads and under Article X Protective Covenants of The Legends at Buffalo Ridge Covenants, Conditions and Restrictions, 10.27 Duty of Maintenance, "Keeping...roads in good repair" is a requirement of the owners.

Based on the Covenants incorporated into the properties this variance will not be detrimental to the public health, safety or welfare or to other properties.

The conditions for this request are unique to this property as the roads are designated as "private" and are subject to maintenance from the property owners thus it is not applicable generally to other properties. Furthermore, this project was started and almost completed prior to review and application of the existing subdivision rules.

Because of the completed conditions of the roadway a revision would cause financial and access hardship for multiple parties if the strict letter of these Rules is carried out.

We respectfully request a variance from the requirement to the proof of Road Construction Standards of Erath County and NCTCOG standards for the Phase III Final Plat.

Charles P. Gillespie III
President



consulting environmental engineers, inc.

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Registered Firm: F-2323

January 19, 2022

Variance Request – Maximum Block Length

Erath County Commissioners Court
100 W Washington St.
Stephenville, TX 76401

Re: Legends at Buffalo Ridge Phase III Final Plat

In accordance with the current Erath County Subdivision & Rural Development Regulations dated July 27, 2020 we are requesting a variance for:

Section I, Article V Roads, (C) Design Criteria and Construction Standards for Streets, Street Length

The Erath County Standards indicate the maximum road length of any street segment shall be no longer than 1,800 feet. Based on the overall size of the development and the lots in Phase III the road length requirement was exceeded to provide access and is unique to this property based on the depth of access within the development. Furthermore, this project was started and almost completed prior to review and application of the existing subdivision rules.

The variance for the extended length of the roads will not be detrimental to the public health, safety or welfare, nor will it be injurious to other properties.

Because of the topographical conditions of the development, if the strict letter of these Rules is carried out financial and personal hardship would result for multiple parties.

We respectfully request a variance from the requirement to the 1,800 feet maximum road length requirement for the Phase III Final Plat.

Charles P. Gillespie III
President



consulting environmental engineers, inc.

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January 19, 2022

Variance Request – Cul-De-Sac Length

Erath County Commissioners Court
100 W Washington St.
Stephenville, TX 76401

Re: Legends at Buffalo Ridge Phase III Final Plat

In accordance with the current Erath County Subdivision & Rural Development Regulations dated July 27, 2020 we are requesting a variance for:

Section I, Article V Roads, (D) Design Criteria and Construction Standards for Streets, Cul-De Sacs.

The Erath County Standards indicate the maximum cul-de-sac length shall be no longer than 600 feet. Based on the topography and the overall size of the development and the lots in Phase III, the cul-de-sac road length requirement was exceeded to provide access and is unique to this property based on the overall land mass size and topography. Furthermore, this project was started and almost completed prior to review and application of the existing subdivision rules.

This variance to the length of the cul-de-sac will not be detrimental to the public health, safety or welfare, nor will it be injurious to other properties.

Because of the topographical conditions of the development, if the strict letter of these Rules is carried out financial and personal hardship would result for multiple parties.

We respectfully request a variance from the requirement to the 600 feet maximum cul-de-sac length requirement for the Phase III Final Plat.

Charles P. Gillespie III
President

**JOINT PRIMARY ELECTION SERVICES CONTRACT
WITH THE COUNTY ELECTIONS OFFICER STATE OF TEXAS,
COUNTY OF Erath**

THIS CONTRACT is made and entered into this _____ day of January, 2022, by and between the Erath County Democratic Party, acting by and through the Chair of its County Executive Committee, Moumin Quazi (***(name)***), hereinafter referred to as "Party," and Gwinda Jones (***(name)***), County Election Officer of Erath County, Texas, hereinafter referred to as the "Contracting Officer," under the authority of Section 31.092(b), Texas Election Code and relating to the conduct and supervision of the Erath County Joint Primary Election on March 01, 2022 (hereinafter referred to as the "election"), and the Erath County Joint Runoff Primary Election, if necessary, on May 24, 2022 (hereinafter referred to as the "runoff election"), such Joint Primary Election and Joint Runoff Election having been approved in accordance with Section 172.126(a), Texas Election Code, by Erath County Commissioners Court on May 24, 2022, Erath County Clerk/Elections Administrator/Tax Assessor-Collector, and the County Chairs of the Erath County Republican Party and Erath County Democratic Party, respectively.

THIS CONTRACT is entered into for and in consideration of the mutual covenants and promises hereinafter set out, and for the purpose of ensuring that the Contracting Officer and the Party understand the tasks each is to perform in connection with the election and the runoff election:

- 1. Duties and Services of the Contracting Officer.** The Contracting Officer shall be responsible for performing the following duties and furnishing the following services and equipment (***strike out any not being performed by the C.O., except those required by Section 172.126, Texas Election Code***) in connection with the election and the runoff election. Pursuant to Chapter 173 of the Texas Election Code, election services, equipment, and materials ordered from a Texas-certified voting system vendor shall be reported to the Office of the Secretary of State ("SOS") by the vendor and the SOS shall pay the vendor directly. Election services, equipment, and materials described in this contract provided by the contracting officer shall be reported to the SOS via the SOS-prescribed primary finance system by the contracting officer and the SOS shall pay the contracting officer directly. Any statutory duties required of the contracting officer shall be a cost borne by the county. Costs not payable with state appropriated primary funds, including candidate filing fees, shall be paid from nonstate funded sources.

- 1.1 In accordance with Section 172.126(b), Texas Election Code, determine whether to consolidate election precincts under Section 42.009, Texas Election

Code, and designate the location of the polling place in a consolidated precinct. In the event that the county is approved to use countywide polling places in accordance with Section 43.007(a)(4), Texas Election Code, and if the county chairs of both political parties agree in writing to the use of such countywide polling places, the Contracting Officer shall use the county methodology described in Section 43.007(f), Texas Election Code, to determine the countywide polling places for the election and runoff election.

- 1.2 In accordance with Section 172.126(c), Texas Election Code, and rules prescribed by the Texas Secretary of State, appoint one set of election judges and election clerks (not to exceed the maximum number set by the SOS) for each voting precinct from the names submitted by the parties. The presiding judge of each party for each election day precinct shall serve as a co-judge. There will be one early voting ballot board and one set of central counting station judges and clerks, the members of whom will be chosen from the names submitted by the parties. The Contracting Officer must ensure party balance among the polling place election workers, early voting ballot board members, and central counting station judges and clerks.
- 1.3 Notify the election judges of the election and the runoff election in accordance with Section 4.007, Texas Election Code.
- 1.4 Contact the owners or custodians of the designated polling places and arrange for their use in the election and runoff election.
- 1.5 Conduct one or more election schools, and notify the election judges of the date(s), time(s), and place(s) of such schools. (This does not imply that election judges or clerks will be paid for attending such schools. See 1 T.A.C. §§ 81.120(a) & 81.121(c).)
- 1.6 In accordance with Section 172.1112, Texas Election Code, post a notice of the election (and of any runoff election) and a notice of any consolidated precincts, if applicable, on the county's Internet websites. If a county does not maintain a website, the notice must be posted on the bulletin board used for posting notices of meetings of commissioners court. The notice must contain the information set forth in Section 4.004, Texas Election Code and be posted within the time frame set forth in Section 4.003(b), Texas Election Code.
- 1.7 In accordance with Section 172.126(f), Texas Election Code, determine the ballot format and voting system for each election precinct.
- 1.8 Program, or arrange to have programmed, the ballot.
- 1.9 Post on the county's internet website and Arrange to have published the legal notice of the first test of the electronic tabulating equipment as provided in Section 127.096, Texas Election Code, and/or the legal notice of the logic and accuracy test of the direct recording electronic ("DRE") voting machines as provided in Section 129.023(b), Texas Election Code, as applicable, and conduct all required tests of the electronic tabulating equipment under Sections 127.096-127.098, Texas Election Code, the voting system that uses DRE voting

machines under 129.021-129.023, Texas Election Code, or the voting system that uses other electronic voting systems in accordance with advisories issued by the SOS, respectively.

- 1.10 Procure and distribute all necessary election supplies, including without limitation, ballots, election kits, office supplies such as paperclips, pens, etc., ballot boxes, and voting booths.
- 1.11 Procure all necessary voting machines and equipment, prepare them for use at the early voting and election day polling places, and transport them (or arrange to have them transported) to and from the early voting and election day polling places.
- 1.12 Arrange for the use of a central counting/central accumulation station and for the central counting station manager and tabulating personnel and equipment needed at the counting/accumulation station and assist in the preparation of programs and the test materials for the tabulation of ballots to be used with electronic voting equipment.
- 1.13 Obtain voter registration lists from the voter registrar to be used during early voting and on election day.
- 1.14 In accordance with Section 172.126(a), Texas Election Code, supervise the overall conduct of the joint primary election.
- 1.15 Prepare the unofficial tabulation of precinct results on election night in accordance with Section 172.113, Texas Election Code. Separate election returns must be prepared for each party's primary election.
- 1.16 Submit Election Night Returns ("ENR") electronically to the SOS in the form requested by the SOS in accordance with Chapter 68, Texas Election Code.
- 1.17 Prepare and submit to the SOS an electronic report of the number of votes, including early voting votes, received in each county election precinct by each candidate for the offices of President and Vice-President of the United States (if applicable), statewide offices, the offices of U.S. Representative, state senator, or state representative, district offices, county or precinct offices in accordance with Sections 67.017 and 172.124, Texas Election Code.

2. Duties and Services of the Party. The Party shall be responsible for performing the following duties in connection with the election and the runoff election:

- 2.1 In accordance with Section 172.126(c), Texas Election Code, not later than the second Monday in December preceding the election, deliver to the Contracting Officer a list of the election judges and clerks for the Party, including judges and clerks for the early voting ballot board and the central counting station.
- 2.2 Appoint in accordance with Sections 127.002, 127.003, and 127.004, Texas Election Code, the counting station manager, tabulation supervisor, and assistants to the tabulation supervisor that usually perform these functions in the county for elections ordered by the governor, the county judge or commissioners court.

- 2.3 As soon as possible after the final candidate filing deadline (or in the case of a runoff election, after the canvass of the election), certify in writing to the Contracting Officer (i) the candidates' names (as they are to appear on the ballot) and offices, and (ii) any referenda under Section 172.087, Texas Election Code (in English, Spanish, and any other required languages) that are to appear on the ballot, to allow sufficient time to prepare the ballot and to conduct any necessary logic and accuracy testing.

3. Compensation, Billing, and Payment.

- 3.1 For the performance of duties and services and the providing of equipment and supplies under Paragraph 1 above, the Contracting Officer shall report to the SOS via the SOS-prescribed primary finance system the actual expenses he/she incurs in accordance with Section 31.100, Texas Election Code and the leasing fees allowed under Section 123.033 (e) and (f), Texas Election Code, including without limitation, the costs and expenses of election supplies; newspaper publication of the testing notice only; use of voting machines and equipment; wages and salaries of the precinct election judges, alternate judges, and election clerks, members of the early voting ballot board, and central counting station personnel; programming the ballot; logic and accuracy testing, and voting machines and equipment transportation. Provided, that nothing herein shall be construed as permitting the Contracting Officer to be paid for costs or expenses for which reimbursement is not allowed under Section 31.100 or other sections of the Texas Election Code or under the SOS administrative rules or advisories relating to primary funds.
- 3.2 For the performance of duties and services and the providing of equipment and supplies under Paragraph 1 above, SOS shall pay the Contracting Office a fee of 10% of the total amount of the contract (but not less than \$75) in accordance with Section 31.100(d), Texas Election Code.
- 3.3 Notwithstanding anything to the contrary in this Contract, the Contracting Officer may require that money be paid in advance to conduct the election and the runoff election from SOS, which must be paid into a separate county fund in accordance with Section 31.100(a), Texas Election Code, from which the Contracting Officer may make expenditures for the election and runoff election.
- 3.4 Notwithstanding anything to the contrary in this Contract, the Contracting Officer will receive direct payment of actual expenses incurred by the Contracting Officer in connection with the election or runoff election and in accordance with this Contract from the SOS in accordance with rules and procedures established by the SOS and Section 173.0832, Texas Election Code.
- 3.5 Notwithstanding anything to the contrary in this Contract, the Contracting Officer may request the Party to pay directly to the precinct election and alternate judges and election clerks, members of the early voting ballot board, and the

presiding and alternate judges and clerks of the central counting station the wages and salaries earned by them in connection with the election and runoff election. In this instance, the costs will not be considered election services contracted with the Contracting Authority for purposes of calculating the 10% fee described in Paragraph 3.2 above.

- 3.6 A cost estimate for the services, equipment, and supplies provided by the Contracting Officer for the election and the runoff election is attached to and made a part of this Contract as Exhibit A. The cost estimate should express costs in the categories set forth in the Party's Primary Cost Estimate and the Party's Primary Runoff Cost Estimate and shall be reported to the SOS via the SOS-prescribed primary finance system. The Party and the Contracting Officer acknowledge that the cost of the election and the runoff election is paid for from the state-appropriated primary funds, including candidate filing fees, with the county paying for the cost of early voting in accordance with Section 173.003, Texas Election Code. The Contracting Officer and the Party also acknowledge their responsibility to comply with the administrative rules issued by the SOS relative to primary financing, 1 T.A.C. §§ 81.101-81.157.
- 3.7 As soon as reasonably possible after the election or the runoff election, the Contracting Officer will submit an itemized invoice to the Party (i) for the actual expenses he/she incurred as described in Paragraph 3.1 above and (ii) for the Contracting Officer's fee as described in Paragraph 3.2 above and shall be reported to the SOS via the SOS-prescribed primary finance system. The invoice shall reflect any advance monies paid under Paragraphs 3.3 and 3.4.
4. **Early Voting.** In accordance with Section 83.002(2), Texas Election Code, the Contracting Officer is the early voting clerk for the election and the runoff election, both with respect to early voting in person and voting by mail. The county shall not be entitled to reimbursement from the Party for the cost of early voting, except for the cost of the ballots and the ballot programming for use of the voting system, as set forth in the administrative rules promulgated by the SOS.
5. **Voting System.** The voting system to be used in the election and runoff election is Elections System and Software: ExpressVote, DS200, And ExpressTouch
6. **Acknowledgement of Shared Election.** The Party acknowledges that the election is a Joint Primary under Section 172.126, Texas Election Code and that the Contracting Officer, in accordance with Section 31.092(e), Texas Election Code, may enter into a similar Joint Primary Election Services Contract with any other political party in the same county that nominates its candidates for office by primary election. In such event, the Party agrees to share common polling places, the cost of ballot programming, voting equipment, and the common set of election workers with the other political party.
 - 6.1 The Party acknowledges that the election is a Joint Primary and Countywide polling places will be used under Section 43.007(a)(4), Texas Election Code.

7. **General Provisions.**

- 7.1 Nothing contained in this Contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the election or to the runoff election is to be filed, the place at which any function is to be carried out, the officers who conduct the official canvass of the election returns, the officer to serve as custodian of the voted ballots or other election records, or any other nontransferable functions specified by Section 31.096, Texas Election Code or other provisions of Texas law.
- 7.2 The Contracting Officer is the agent of the Party for purposes of contracting with third parties with respect to the election expenses within the scope of the Contracting Officer's duties, and the Contracting Officer is not liable for the Party's failure to pay a claim.
- 7.3 The Contracting Officer shall file copies of this Contract with the County Treasurer (County Judge, if there is not a County Treasurer) and the County Auditor.
- 7.4 Only the actual expenses directly attributable to the Contract may be charged to the Party by the Contracting Officer, including administrative fees, Section 31.100, Texas Election Code.
- 7.5 Except for statutory duties required of the Contracting Officer, such as those described in Paragraph 4 above, both parties acknowledge that the Party should not request the Contracting Officer to incur expenses in connection with the election and runoff election that are not reimbursable with primary funds under the SOS administrative rules or Texas Statutes and that the Contracting Officer should not incur expenses in connection with the election and runoff election that are not reimbursable with primary funds under the SOS administrative rules or Texas Statutes.
- 7.6 For purposes of implementing this Contract, the Contracting Officer and the Party designate the following individuals, and whenever the Contract requires submission of information or notice to the Contracting Officer or the Party, submission or notice shall be made to these individuals:

For the Contracting Officer:

Name: Gwinda Jones
Mailing Address: 100 W. Washington ST., Stephenville, TX 76401254-
Phone #: 254-965-1482
Fax: 254-965-5732
Email: vote@co.erath.tx.us

For the Party:

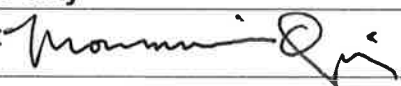
Name: Moumin Quazi
Mailing Address: 940 N. Harbin Dr., Stephenville, TX 76401
Phone #: 254-592-3259
Fax:
Email: mouminquazi@hotmail.com

- 7.7 By their signatures below, the Contracting Officer and the Chair of the Party's County Executive Committee warrant and represent that they are authorized to enter into this Contract.

The Contracting Officer

By: 
Title: Erath County Clerk
Date: 1-6-2022

The Party

By: 
Title: County Chair
Date: 1/6/2022

**JOINT PRIMARY ELECTION SERVICES CONTRACT
WITH THE COUNTY ELECTIONS OFFICER STATE OF TEXAS,
COUNTY OF Erath**

THIS CONTRACT is made and entered into this _____ day of January, 2022, by and between the Erath County Republican Party, acting by and through the Chair of its County Executive Committee, Dave Washam (***name***), hereinafter referred to as "Party," and Gwinda Jones (***name***), County Election Officer of Erath County, Texas, hereinafter referred to as the "Contracting Officer," under the authority of Section 31.092(b), Texas Election Code and relating to the conduct and supervision of the Erath County Joint Primary Election on March 01, 2022 (hereinafter referred to as the "election"), and the Erath County Joint Runoff Primary Election, if necessary, on May 24, 2022 (hereinafter referred to as the "runoff election"), such Joint Primary Election and Joint Runoff Election having been approved in accordance with Section 172.126(a), Texas Election Code, by Erath County Commissioners Court on Jan 24, 2022, Erath County Clerk/Elections Administrator/Tax Assessor-Collector, and the County Chairs of the Erath County Republican Party and Erath County Democratic Party, respectively.

THIS CONTRACT is entered into for and in consideration of the mutual covenants and promises hereinafter set out, and for the purpose of ensuring that the Contracting Officer and the Party understand the tasks each is to perform in connection with the election and the runoff election:

- 1. Duties and Services of the Contracting Officer.** The Contracting Officer shall be responsible for performing the following duties and furnishing the following services and equipment (~~*strike out any not being performed by the C.O., except those required by Section 172.126, Texas Election Code*~~) in connection with the election and the runoff election. Pursuant to Chapter 173 of the Texas Election Code, election services, equipment, and materials ordered from a Texas-certified voting system vendor shall be reported to the Office of the Secretary of State ("SOS") by the vendor and the SOS shall pay the vendor directly. Election services, equipment, and materials described in this contract provided by the contracting officer shall be reported to the SOS via the SOS-prescribed primary finance system by the contracting officer and the SOS shall pay the contracting officer directly. Any statutory duties required of the contracting officer shall be a cost borne by the county. Costs not payable with state appropriated primary funds, including candidate filing fees, shall be paid from nonstate funded sources.

- 1.1 In accordance with Section 172.126(b), Texas Election Code, determine whether to consolidate election precincts under Section 42.009, Texas Election

Code, and designate the location of the polling place in a consolidated precinct. In the event that the county is approved to use countywide polling places in accordance with Section 43.007(a)(4), Texas Election Code, and if the county chairs of both political parties agree in writing to the use of such countywide polling places, the Contracting Officer shall use the county methodology described in Section 43.007(f), Texas Election Code, to determine the countywide polling places for the election and runoff election.

- 1.2 In accordance with Section 172.126(c), Texas Election Code, and rules prescribed by the Texas Secretary of State, appoint one set of election judges and election clerks (not to exceed the maximum number set by the SOS) for each voting precinct from the names submitted by the parties. The presiding judge of each party for each election day precinct shall serve as a co-judge. There will be one early voting ballot board and one set of central counting station judges and clerks, the members of whom will be chosen from the names submitted by the parties. The Contracting Officer must ensure party balance among the polling place election workers, early voting ballot board members, and central counting station judges and clerks.
- 1.3 Notify the election judges of the election and the runoff election in accordance with Section 4.007, Texas Election Code.
- 1.4 Contact the owners or custodians of the designated polling places and arrange for their use in the election and runoff election.
- 1.5 Conduct one or more election schools, and notify the election judges of the date(s), time(s), and place(s) of such schools. (This does not imply that election judges or clerks will be paid for attending such schools. See 1 T.A.C. §§ 81.120(a) & 81.121(c).)
- 1.6 In accordance with Section 172.1112, Texas Election Code, post a notice of the election (and of any runoff election) and a notice of any consolidated precincts, if applicable, on the county's Internet websites. If a county does not maintain a website, the notice must be posted on the bulletin board used for posting notices of meetings of commissioner's court. The notice must contain the information set forth in Section 4.004, Texas Election Code and be posted within the time frame set forth in Section 4.003(b), Texas Election Code.
- 1.7 In accordance with Section 172.126(f), Texas Election Code, determine the ballot format and voting system for each election precinct.
- 1.8 Program, or arrange to have programmed, the ballot.
- 1.9 Post on the county's internet website and Arrange to have published the legal notice of the first test of the electronic tabulating equipment as provided in Section 127.096, Texas Election Code, and/or the legal notice of the logic and accuracy test of the direct recording electronic ("DRE") voting machines as provided in Section 129.023(b), Texas Election Code, as applicable, and conduct all required tests of the electronic tabulating equipment under Sections 127.096-127.098, Texas Election Code, the voting system that uses DRE voting

machines under 129.021-129.023, Texas Election Code, or the voting system that uses other electronic voting systems in accordance with advisories issued by the SOS, respectively.

- 1.10 Procure and distribute all necessary election supplies, including without limitation, ballots, election kits, office supplies such as paperclips, pens, etc., ballot boxes, and voting booths.
- 1.11 Procure all necessary voting machines and equipment, prepare them for use at the early voting and election day polling places, and transport them (or arrange to have them transported) to and from the early voting and election day polling places.
- 1.12 Arrange for the use of a central counting/central accumulation station and for the central counting station manager and tabulating personnel and equipment needed at the counting/accumulation station and assist in the preparation of programs and the test materials for the tabulation of ballots to be used with electronic voting equipment.
- 1.13 Obtain voter registration lists from the voter registrar to be used during early voting and on election day.
- 1.14 In accordance with Section 172.126(a), Texas Election Code, supervise the overall conduct of the joint primary election.
- 1.15 Prepare the unofficial tabulation of precinct results on election night in accordance with Section 172.113, Texas Election Code. Separate election returns must be prepared for each party's primary election.
- 1.16 Submit Election Night Returns ("ENR") electronically to the SOS in the form requested by the SOS in accordance with Chapter 68, Texas Election Code.
- 1.17 Prepare and submit to the SOS an electronic report of the number of votes, including early voting votes, received in each county election precinct by each candidate for the offices of President and Vice-President of the United States (if applicable), statewide offices, the offices of U.S. Representative, state senator, or state representative, district offices, county or precinct offices in accordance with Sections 67.017 and 172.124, Texas Election Code.

2. Duties and Services of the Party. The Party shall be responsible for performing the following duties in connection with the election and the runoff election:

- 2.1 In accordance with Section 172.126(c), Texas Election Code, not later than the second Monday in December preceding the election, deliver to the Contracting Officer a list of the election judges and clerks for the Party, including judges and clerks for the early voting ballot board and the central counting station.
- 2.2 Appoint in accordance with Sections 127.002, 127.003, and 127.004, Texas Election Code, the counting station manager, tabulation supervisor, and assistants to the tabulation supervisor that usually perform these functions in the county for elections ordered by the governor, the county judge or commissioners court.

- 2.3 As soon as possible after the final candidate filing deadline (or in the case of a runoff election, after the canvass of the election), certify in writing to the Contracting Officer (i) the candidates' names (as they are to appear on the ballot) and offices, and (ii) any referenda under Section 172.087, Texas Election Code (in English, Spanish, and any other required languages) that are to appear on the ballot, to allow sufficient time to prepare the ballot and to conduct any necessary logic and accuracy testing.

3. Compensation, Billing, and Payment.

- 3.1 For the performance of duties and services and the providing of equipment and supplies under Paragraph 1 above, the Contracting Officer shall report to the SOS via the SOS-prescribed primary finance system the actual expenses he/she incurs in accordance with Section 31.100, Texas Election Code and the leasing fees allowed under Section 123.033 (e) and (f), Texas Election Code, including without limitation, the costs and expenses of election supplies; newspaper publication of the testing notice only; use of voting machines and equipment; wages and salaries of the precinct election judges, alternate judges, and election clerks, members of the early voting ballot board, and central counting station personnel; programming the ballot; logic and accuracy testing, and voting machines and equipment transportation. Provided, that nothing herein shall be construed as permitting the Contracting Officer to be paid for costs or expenses for which reimbursement is not allowed under Section 31.100 or other sections of the Texas Election Code or under the SOS administrative rules or advisories relating to primary funds.
- 3.2 For the performance of duties and services and the providing of equipment and supplies under Paragraph 1 above, SOS shall pay the Contracting Office a fee of 10% of the total amount of the contract (but not less than \$75) in accordance with Section 31.100(d), Texas Election Code.
- 3.3 Notwithstanding anything to the contrary in this Contract, the Contracting Officer may require that money be paid in advance to conduct the election and the runoff election from SOS, which must be paid into a separate county fund in accordance with Section 31.100(a), Texas Election Code, from which the Contracting Officer may make expenditures for the election and runoff election.
- 3.4 Notwithstanding anything to the contrary in this Contract, the Contracting Officer will receive direct payment of actual expenses incurred by the Contracting Officer in connection with the election or runoff election and in accordance with this Contract from the SOS in accordance with rules and procedures established by the SOS and Section 173.0832, Texas Election Code.
- 3.5 Notwithstanding anything to the contrary in this Contract, the Contracting Officer may request the Party to pay directly to the precinct election and alternate judges and election clerks, members of the early voting ballot board, and the

presiding and alternate judges and clerks of the central counting station the wages and salaries earned by them in connection with the election and runoff election. In this instance, the costs will not be considered election services contracted with the Contracting Authority for purposes of calculating the 10% fee described in Paragraph 3.2 above.

- 3.6 A cost estimate for the services, equipment, and supplies provided by the Contracting Officer for the election and the runoff election is attached to and made a part of this Contract as Exhibit A. The cost estimate should express costs in the categories set forth in the Party's Primary Cost Estimate and the Party's Primary Runoff Cost Estimate and shall be reported to the SOS via the SOS-prescribed primary finance system. The Party and the Contracting Officer acknowledge that the cost of the election and the runoff election is paid for from the state-appropriated primary funds, including candidate filing fees, with the county paying for the cost of early voting in accordance with Section 173.003, Texas Election Code. The Contracting Officer and the Party also acknowledge their responsibility to comply with the administrative rules issued by the SOS relative to primary financing, 1 T.A.C. §§ 81.101-81.157.
- 3.7 As soon as reasonably possible after the election or the runoff election, the Contracting Officer will submit an itemized invoice to the Party (i) for the actual expenses he/she incurred as described in Paragraph 3.1 above and (ii) for the Contracting Officer's fee as described in Paragraph 3.2 above and shall be reported to the SOS via the SOS-prescribed primary finance system. The invoice shall reflect any advance monies paid under Paragraphs 3.3 and 3.4.
4. **Early Voting.** In accordance with Section 83.002(2), Texas Election Code, the Contracting Officer is the early voting clerk for the election and the runoff election, both with respect to early voting in person and voting by mail. The county shall not be entitled to reimbursement from the Party for the cost of early voting, except for the cost of the ballots and the ballot programming for use of the voting system, as set forth in the administrative rules promulgated by the SOS.
5. **Voting System.** The voting system to be used in the election and runoff election is Elections System and Software: ExpressVote, DS200, And ExpressTouch
6. **Acknowledgement of Shared Election.** The Party acknowledges that the election is a Joint Primary under Section 172.126, Texas Election Code and that the Contracting Officer, in accordance with Section 31.092(e), Texas Election Code, may enter into a similar Joint Primary Election Services Contract with any other political party in the same county that nominates its candidates for office by primary election. In such event, the Party agrees to share common polling places, the cost of ballot programming, voting equipment, and the common set of election workers with the other political party.
- 6.1 The Party acknowledges that the election is a Joint Primary and Countywide polling places will be used under Section 43.007(a)(4), Texas Election Code.

7. General Provisions.

- 7.1 Nothing contained in this Contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the election or to the runoff election is to be filed, the place at which any function is to be carried out, the officers who conduct the official canvass of the election returns, the officer to serve as custodian of the voted ballots or other election records, or any other nontransferable functions specified by Section 31.096, Texas Election Code or other provisions of Texas law.
- 7.2 The Contracting Officer is the agent of the Party for purposes of contracting with third parties with respect to the election expenses within the scope of the Contracting Officer's duties, and the Contracting Officer is not liable for the Party's failure to pay a claim.
- 7.3 The Contracting Officer shall file copies of this Contract with the County Treasurer (County Judge, if there is not a County Treasurer) and the County Auditor.
- 7.4 Only the actual expenses directly attributable to the Contract may be charged to the Party by the Contracting Officer, including administrative fees, Section 31.100, Texas Election Code.
- 7.5 Except for statutory duties required of the Contracting Officer, such as those described in Paragraph 4 above, both parties acknowledge that the Party should not request the Contracting Officer to incur expenses in connection with the election and runoff election that are not reimbursable with primary funds under the SOS administrative rules or Texas Statutes and that the Contracting Officer should not incur expenses in connection with the election and runoff election that are not reimbursable with primary funds under the SOS administrative rules or Texas Statutes.
- 7.6 For purposes of implementing this Contract, the Contracting Officer and the Party designate the following individuals, and whenever the Contract requires submission of information or notice to the Contracting Officer or the Party, submission or notice shall be made to these individuals:

For the Contracting Officer:

Name: Gwinda Jones
Mailing Address: 100 W. Washington ST., Stephenville, TX 76401254-
Phone #: 254-965-1482
Fax: 254-965-5732
Email: vote@co.erath.tx.us

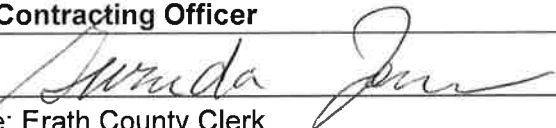
For the Party:

Name: Dave Washam

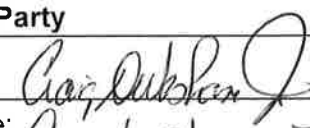
Mailing Address: PO BOX 1079, Stephenville, Tx 76401
Phone #: 281-682-8654
Fax:
Email: dds@embarqmail.com

7.7 By their signatures below, the Contracting Officer and the Chair of the Party's County Executive Committee warrant and represent that they are authorized to enter into this Contract.

The Contracting Officer

By: 
Title: Erath County Clerk
Date: 1-24-2022

The Party

By: 
Title: County Chair - Erath County Republican Party
Date: 2/7/22

JOINT RESOLUTION AND STATISTICAL INFORMATION FOR JOINT PRIMARY

JOINT RESOLUTION

WHEREAS, the Democratic Party of Erath County, Texas, and the
Republican Party of Erath County, Texas, desire to enter into a 2022 Joint
(year)
Primary Election Services Contract with the Erath County Election Administrator/ County Clerk,
as the County Election Officer.

AND WHEREAS, the Commissioners Court of Erath County, Texas desires to give
authorization for said Contract.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSIONERS COURT OF
Erath, COUNTY, TEXAS, THAT:

Said Commissioners Court authorizes a Joint Contract by and among, Moumin Quazi,
Democratic Party Chair, and Dave Washam, Republican County Chair, and
Gwinda Jones, County Election Officer of Erath County, Texas, for the
conduct and supervision of the Erath County Joint Primary Election on March 01, 2022,
and the Erath County Joint Primary Runoff Election, if necessary, on May 24, 2022.

PASSED AND APPROVED, THIS 24th **DAY OF** January, 2022.



Signature of County Judge



Signature of Commissioner, Precinct 1



Signature of Commissioner, Precinct 2



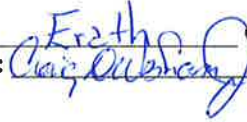
Signature of Commissioner, Precinct 3



Signature of Commissioner, Precinct 4

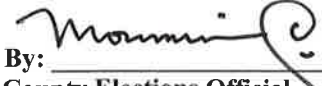
Erath

County Democratic Party

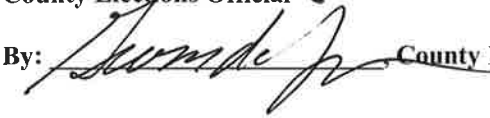


County Republican Party

By: _____, County Chair



By: _____, County Chair
County Elections Official



By: _____, County Election Administrator/County Clerk



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General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

THE OWNER:

(Name, legal status and address)

THE ARCHITECT:

(Name, legal status and address)

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

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Init.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the

portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

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§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and

completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the

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Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount

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for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or

encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

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§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment

property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by

such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

~~§ 15.3 MEDIATION~~

~~§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.~~

~~§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

~~§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.~~

§ 15.4 ARBITRATION

~~§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.~~

~~§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.~~

~~§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.~~

§ 15.4.4 CONSOLIDATION OR JOINDER

~~§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.~~

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Sam Waldrop, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 10:09:08 on 07/30/2012 under Order No. 6757553653_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2007, General Conditions of the Contract for Construction, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.


(Signed)


(Title)


(Dated)

AIA[®] Document A133[™] – 2009

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the Twenty Fifth day of January in the year Two Thousand and Twenty-one.

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status and address)

Erath County
100 West Washington
Stephenville, TX 76401

and the Construction Manager:

(Name, legal status and address)

Waldrop Construction Co., Inc.
P.O. Box 1000
Brownwood, TX 76804

for the following Project:

(Name and address or location)

Erath County Annex III

The Architect:

(Name, legal status and address)

BRIAN O. GAFFIN, A.I.A., ARCHITECT, INC.
P.O. Box 2156
Granbury, TX 76048

The Owner's Designated Representative:

(Name, address and other information)

ADDITIONS AND DELETIONS:

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

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

AIA Document A201[™]–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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The Construction Manager's Designated Representative:
(Name, address and other information)

The Architect's Designated Representative:
(Name, address and other information)

The Owner and Construction Manager agree as follows.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 1.3 General Conditions

For the Preconstruction Phase, AIA Document A201™–2007, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2007, which document is incorporated herein by reference. The term "Contractor" as used in A201–2007 shall mean the Construction Manager.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction

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Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.1 Preconstruction Phase

§ 2.1.1 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 2.1.2 Consultation

The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner.

§ 2.1.4 Phased Construction

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

§ 2.1.5 Preliminary Cost Estimates

§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect or Construction Manager suggest alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 2.1.5.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.1.6 Subcontractors and Suppliers

The Construction Manager shall develop bidders' interest in the Project.

§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 2.1.8 Extent of Responsibility

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 2.1.9 Notices and Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi governmental authorities for inclusion in the Contract Documents.

§ 2.2 Guaranteed Maximum Price Proposal and Contract Time

§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee.

§ 2.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 2.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 2.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order.

§ 2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 2.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The

Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 2.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

§ 2.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 2.3 Construction Phase

§ 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of A201–2007, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 2.3.1.2 The Construction Phase shall commence upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal or the Owner's issuance of a Notice to Proceed, whichever occurs earlier.

§ 2.3.2 Administration

§ 2.3.2.1 AWARD OF SUBCONTRACTS AND TRADE CONTRACTS

2.3.2.1.1 The Construction Manager shall publicly advertise, in accordance with ~~Section 44.051(g) of the Texas Education Code~~ ^{Chapter 262-Local Govt}, and receive bids or proposals from trade contractors or subcontractors for the performance of all major elements of the work other than the minor work that may be included in the general conditions. The Construction Manager may seek to perform portions of the work itself, if the Construction Manager submits its bid or proposal for those portions of the work in the same manner as all other trade contractors or subcontractors and if the Owner determines that the Construction Manager's bid or proposal provides the best value for the Owner.

2.3.2.1.2 The Construction Manager and the Owner or its representative shall review all trade contractor or subcontractor bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process to a person not employed by the Construction Manager, Architect, or Owner. All bids or proposals shall be made public after the award of the contract or within seven days after the date of final selection of bids or proposals, whichever is later.

2.3.2.1.3 If the Construction Manager reviews, evaluates, and recommends to the Owner a bid or proposal from a trade contractor or subcontractor but the owner requires another bid or proposal to be accepted, the Owner shall compensate the Construction Manager by a change in price, time, or guaranteed maximum cost for any additional cost and risk that the Construction Manager may incur because of the Owner's requirement that another bid or proposal be accepted.

2.3.2.1.4 If a selected trade contractor or subcontractor defaults in the performance of its work or fails to execute a subcontract after being selected in accordance with this section, the Construction Manager may, without advertising, itself fulfill the contract requirements or select a replacement trade contractor or subcontractor to fulfill the contract requirements.

(Paragraph deleted)

§ 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost-plus a fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive

the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.

§ 2.3.2.4 If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

§ 2.3.2.5 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.

§ 2.3.2.6 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201–2007.

§ 2.3.2.7 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 2.3.2.8 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

§ 2.4 Professional Services

Section 3.12.10 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 2.5 Hazardous Materials

Section 10.3 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3 OWNER'S RESPONSIBILITIES

§ 3.1 Information and Services Required of the Owner

§ 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems sustainability and site requirements.

§ 3.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager and Architect.

§ 3.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 3.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 3.1.4.1 The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 3.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 3.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 3.1.4.4 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 3.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2007, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 3.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 3.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B103™-2007, Standard Form of Agreement Between Owner and Architect, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 4.1 Compensation

§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

§ 4.1.2 No cost except for advertising & shipping plans related to the bid process.

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within (3) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services on the Project and the Construction Manager's costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

§ 4.2 Payments

§ 4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

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ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee.

§ 5.1.1 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

Five Percent (5%)

(Table deleted)

(Paragraphs deleted)

§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.

(Insert specific provisions if the Construction Manager is to participate in any savings.)

§ 5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

§ 5.3 Changes in the Work

§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201-2007, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 5.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 5.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201–2007 and the term "costs" as used in Section 7.3.7 of AIA Document A201–2007 shall have the meanings assigned to them in AIA Document A201–2007 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201–2007 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 5.1 of this Agreement.

§ 5.3.5 If no specific provision is made in Section 5.1.2 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.2 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

§ 6.1.2 Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

§ 6.1.3 SUBCONTRACT COSTS

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

§6.1.3.1 Subcontract Work Performed By Construction Manager.

Any subcontract work to be performed by the Construction Manager on the basis of a bid or proposal submitted by the Construction Manager per paragraph 2.3.2.1 shall be treated as work performed by a subcontractor under Article 6.1.3. The Construction Manager's compensation for such subcontract work performed shall be based on the amount of the bid or proposal submitted by the Construction Manager for such work, rather than actual costs as provided elsewhere in Article 6 of this Agreement. Costs paid to the Construction Manager for such work shall be treated as "Subcontract Costs" for purposes of computing the allowable costs and fee payable to the Construction Manager.

§ 6.2 Labor Costs

§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 6.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's prior approval.

(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

§ 6.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3.

§ 6.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, with the Owner's prior approval.

§ 6.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ 6.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

Materials shall be stored at a site provided by Owner but will need to be secured with fencing provided by Construction Manager.

§ 6.6 Miscellaneous Costs

§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable.

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§ 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201–2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201–2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.

§ 6.6.7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 6.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 6.6.9 Subject to the Owner's prior approval, expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.

§ 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201–2007.

§ 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2007 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

§ 6.8 Costs Not To Be Reimbursed

§ 6.8.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article II;
- .2 Expenses of the Construction Manager's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;
- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;

Init.

- .5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .8 Costs for services incurred during the Preconstruction Phase.

§ 6.9 Discounts, Rebates and Refunds

§ 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

§ 6.11 Accounting Records

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

§ 7.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Init.

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the 30th day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than ten (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 7.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment.

§ 7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 7.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201-2007;
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Construction Manager's Fee, less retainage of five percent (5 %). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of five percent (5 %) from that portion of the Work that the Construction Manager self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

Init.

§ 7.1.9 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 7.1.10 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect.

The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201-2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201-2007. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 7.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201-2007. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 7.2.4 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

ARTICLE 8 INSURANCE AND BONDS

(Paragraph deleted)

(Table deleted)

(Paragraphs deleted)

§ 8.1 INSURANCE REQUIRED OF THE CONSTRUCTION MANAGER

During both phases of the Project, the Construction Manager shall purchase and maintain insurance as set forth in Section 11.1 of A201™-1997. Such insurance shall be written for not less than the following limits, or greater if required by law: **should be 2007**

§ 8.1.1 Workers' Compensation and Employers' Liability meeting statutory limits mandated by state and federal laws. If (1) limits in excess of those required by statute are to be provided, or (2) the employer is not statutorily bound to obtain such insurance coverage or (3) additional coverages are required, additional coverages and limits for such insurance shall be as follows:

Construction manager shall furnish to Owner certificate evidencing insurance coverage and shall require that each sub contractor or sub-sub contractor maintain such insurance coverage and provide certificate to Owner.

§ 8.1.2 Commercial General Liability including coverage for Premises-Operations, Independent Contractors' Protective, Products-Completed Operations, Contractual Liability, Personal Injury and Broad Form Property Damage (including coverage for Explosion, Collapse and Underground hazards):

\$1,000,000.00 Each Occurrence
\$2,000,000.00 General Aggregate
\$1,000,000.00 Personal and Advertising Injury
\$2,000,000.00 Products-Completed Operations Aggregate

- .1 The policy shall be endorsed to have the General Aggregate apply to this Project only.
- .2 Products and Completed Operations insurance shall be maintained for a minimum period of at least One (1) year(s) after either 90 days following Substantial Completion or final payment, whichever is earlier.
- .3 The Contractual Liability insurance shall include coverage sufficient to meet the obligations in Section 3.18 of A201™-1997- **2007**

§ 8.1.3 Automobile Liability (owned, non-owned and hired vehicles) for bodily injury and property damage:

\$1,000,000.00 Each Accident

§ 8.1.4 Other coverage:

(If Umbrella Excess Liability coverage is required over the primary insurance or retention, insert the coverage limits. Commercial General Liability and Automobile Liability limits may be attained by individual policies or by a combination of primary policies and Umbrella and/or Excess Liability policies. If Project Management Protective Liability Insurance is to be provided, state the limits here.)

§ 8.2 INSURANCE REQUIRED OF THE OWNER

During both phases of the Project, the Owner shall purchase and maintain liability and property insurance, including waivers of subrogation, as set forth in Sections 11.2 and 11.4 of A201™-1997- **2007** Such insurance shall be written for not less than the following limits, or greater if required by law:

§ 8.2.1 Property Insurance:

Deductible Per Occurrence
Aggregate Deductible

Insurance should be for contract amount

§ 8.2.2 Boiler and Machinery insurance with a limit of: .
(If not a blanket policy, list the objects to be insured.)

§ 8.3 PERFORMANCE BOND AND PAYMENT BOND

§ 8.3.1 The Construction Manager shall (Insert "shall" or "shall not") furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds may be obtained through the Construction Manager's usual source, and the cost thereof shall be included in the Cost of the Work. The amount of each bond shall be equal to 100%) of the Contract Sum.

§ 8.3.2 The Construction Manager shall deliver the required bonds to the Owner at least 3 days before the commencement of any Work at the Project site. within 10 days of the date of the contract.

ARTICLE 9 MISCELLANEOUS PROVISIONS

§ 9.1 DISPUTE RESOLUTION

§ 9.1.1 During both the Preconstruction and Construction Phases, Claims, disputes or other matters in question between the parties to this Agreement shall be resolved as provided in Sections 4.3 through 4.6 of A201™-1997 2007 except that, during the Preconstruction Phase, no decision by the Architect shall be a condition precedent to mediation or arbitration.

§ 9.2

(Paragraphs deleted)

OTHER PROVISIONS

(Paragraphs deleted)

§ 9.2.1 Unless otherwise noted, the terms used in this Agreement shall have the same meaning as those in A201™-1997, General Conditions of the Contract for Construction.
2007

§ 9.2.2 EXTENT OF CONTRACT

This Contract, which includes this Agreement and the other documents incorporated herein by reference, represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Construction Manager. If anything in any document incorporated into this Agreement is inconsistent with this Agreement, this Agreement shall govern.

§ 9.2.3 OWNERSHIP AND USE OF DOCUMENTS

Article 1.6 of A201™-1997 shall apply to both the Preconstruction and Construction Phases.
2007

§ 9.2.4 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

§ 9.2.5 ASSIGNMENT

The Owner and Construction Manager respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2 of A201™-1997, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.
2007

ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201-2007.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 4.1.

§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201–2007.

§ 10.2.1 If the Owner terminates the Contract after execution of the Guaranteed Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

§ 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201–2007, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in A201–2007.

§ 11.2 Ownership and Use of Documents

Section 1.5 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.3 Governing Law

Section 13.1 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

Init.

§ 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201-2007, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 11.5 Other provisions:

ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 12.2 The following documents comprise the Agreement:

- .1 AIA Document A133-2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A201-2007, General Conditions of the Contract for Construction

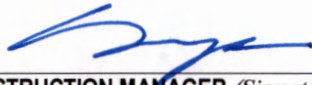
(Paragraphs deleted)

- .3 Other documents:
(List other documents, if any, forming part of the Agreement.)

Plans & Specifications prepared by Hawkins Architecture.

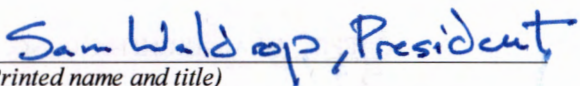
This Agreement is entered into as of the day and year first written above.

OWNER (Signature)



CONSTRUCTION MANAGER (Signature)

(Printed name and title)



(Printed name and title)

Init.

Additions and Deletions Report for AIA® Document A133™ – 2009

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:36:45 on 01/25/2011.

PAGE 1

AGREEMENT made as of the _____ day of _____ in the year Two Thousand and Twenty-two.

...

Erath County –
100 West Washington –
Stephenville, TX 76401

...

Waldrop Construction Co., Inc.
P.O. Box 1000
Brownwood, TX 76804

...

Erath County Annex III

...

(Name, legal status and address)

BRIAN O. GAFFIN, A.I.A., ARCHITECT, INC.
P.O. Box 2156
Granbury, TX 76048

PAGE 6

~~§ 2.3.2.1 These portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.~~
AWARD OF SUBCONTRACTS AND TRADE CONTRACTS

2.3.2.1.1 The Construction Manager shall publicly advertise, in accordance with Section 44.031(g) of the Texas Education Code, and receive bids or proposals from trade contractors or subcontractors for the performance of all major elements of the work other than the minor work that may be included in the general conditions. The Construction Manager may seek to perform portions of the work itself, if the Construction Manager submits its bid or proposal for those portions of the work in the same manner as all other trade contractors or subcontractors and if the Owner determines that the Construction Manager's bid or proposal provides the best value for the Owner.

2.3.2.1.2 The Construction Manager and the Owner or its representative shall review all trade contractor or subcontractor bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process to a person not employed by the Construction Manager, Architect, or Owner. All bids or proposals shall be made public after the award of the contract or within seven days after the date of final selection of bids or proposals, whichever is later.

2.3.2.1.3 If the Construction Manager reviews, evaluates, and recommends to the Owner a bid or proposal from a trade contractor or subcontractor but the owner requires another bid or proposal to be accepted, the Owner shall compensate the Construction Manager by a change in price, time, or guaranteed maximum cost for any additional cost and risk that the Construction Manager may incur because of the Owner's requirement that another bid or proposal be accepted.

2.1.2.1.4 If a selected trade contractor or subcontractor defaults in the performance of its work or fails to execute a subcontract after being selected in accordance with this section, the Construction Manager may, without advertising, itself fulfill the contract requirements or select a replacement trade contractor or subcontractor to fulfill the contract requirements.

~~§ 2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.~~

PAGE 8

~~§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2: (Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.) No cost except for advertising & shipping plans related to the bid process.~~

PAGE 9

Four Percent (4%)

~~§ 5.1.2 The method of adjustment of the Construction Manager's Fee for changes in the Work:~~

~~§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:~~

~~§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed _____ percent (____ %) of the standard rate paid at the place of the Project.~~

§ 5.1.5 Unit prices, if any:

(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
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§ 6.1.3 SUBCONTRACT COSTS

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontract.

§6.1.3.1 Subcontract Work Performed By Construction Manager.

Any subcontract work to be performed by the Construction Manager on the basis of a bid or proposal submitted by the Construction Manager per paragraph 2.3.2.1 shall be treated as work performed by a subcontractor under Article 6.1.3. The Construction Manager's compensation for such subcontract work performed shall be based on the amount of the bid or proposal submitted by the Construction Manager for such work, rather than actual costs as provided elsewhere in Article 6 of this Agreement. Costs paid to the Construction Manager for such work shall be treated as "Subcontract Costs" for purposes of computing the allowable costs and fee payable to the Construction Manager.

PAGE 14

30

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the 10th day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than ten (~~10~~) days after the Architect receives the Application for Payment.

30

...

- .3 Add the Construction Manager's Fee, less retainage of five percent (5 %). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of five percent (5 %) from that portion of the Work that the Construction Manager self-performs;

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~~For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201-2007.~~

~~(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)~~

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)
---------------------------	--

ARTICLE 9—DISPUTE RESOLUTION

§ 8.1 INSURANCE REQUIRED OF THE CONSTRUCTION MANAGER

During both phases of the Project, the Construction Manager shall purchase and maintain insurance as set forth in Section 11.1 of A201™-²⁰⁰⁷1997. Such insurance shall be written for not less than the following limits, or greater if required by law:

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User Notes:

(1413689452)

§ 8.1.1 Workers' Compensation and Employers' Liability meeting statutory limits mandated by state and federal laws. If (1) limits in excess of those required by statute are to be provided, or (2) the employer is not statutorily bound to obtain such insurance coverage or (3) additional coverages are required, additional coverages and limits for such insurance shall be as follows:

Constuction Manager shall provide certificate evidencing insurance coverage to Owner and shall require each sub-contractor or sub-sub contractor to provide insurance coverage and provide certificate to Owner.

§ 8.1.2 Commercial General Liability including coverage for Premises-Operations, Independent Contractors' Protective, Products-Completed Operations, Contractual Liability, Personal Injury and Broad Form Property Damage (including coverage for Explosion, Collapse and Underground hazards):

\$1,000,000.00 Each Occurrence
\$2,000,000.00 General Aggregate
\$1,000,000.00 Personal and Advertising Injury
\$2,000,000.00 Products-Completed Operations Aggregate

- .1 The policy shall be endorsed to have the General Aggregate apply to this Project only.
- .2 Products and Completed Operations insurance shall be maintained for a minimum period of at least One (1) year(s) after either 90 days following Substantial Completion or final payment, whichever is earlier.
- .3 The Contractual Liability insurance shall include coverage sufficient to meet the obligations in Section 3.18 of A201TM-1997, 2007

§ 8.1.3 Automobile Liability (owned, non-owned and hired vehicles) for bodily injury and property damage:

\$1,000,000.00 Each Accident

§ 8.1.4 Other coverage:

(If Umbrella Excess Liability coverage is required over the primary insurance or retention, insert the coverage limits. Commercial General Liability and Automobile Liability limits may be attained by individual policies or by a combination of primary policies and Umbrella and/or Excess Liability policies. If Project Management Protective Liability Insurance is to be provided, state the limits here.)

§ 8.2 INSURANCE REQUIRED OF THE OWNER

During both phases of the Project, the Owner shall purchase and maintain liability and property insurance, including waivers of subrogation, as set forth in Sections 11.2 and 11.4 of A201TM-1997. Such insurance shall be written for not less than the following limits, or greater if required by law:

2007

§ 8.2.1 Property Insurance:

Deductible Per Occurrence
Aggregate Deductible

Should be in the amount of the contract

§ 8.2.2 Boiler and Machinery insurance with a limit of: _____.

(If not a blanket policy, list the objects to be insured.)

§ 8.3 PERFORMANCE BOND AND PAYMENT BOND

§ 8.3.1 The Construction Manager shall (Insert "shall" or "shall not") furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds may be obtained through the Construction Manager's usual source, and the cost thereof shall be included in the Cost of the Work. The amount of each bond shall be equal to (100%) of the Contract Sum.

§ 8.3.2 The Construction Manager shall deliver the required bonds to the Owner at least ~~three days before the commencement of any Work at the Project site.~~ within 10 days of the date of the contract.

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User Notes:

(1413689452)

ARTICLE 9 MISCELLANEOUS PROVISIONS

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201-2007. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply.

DISPUTE RESOLUTION

§ 9.1.1 During both the Preconstruction and Construction Phases, Claims, disputes or other matters in question between the parties to this Agreement shall be resolved as provided in Sections 4.3 through 4.6 of A201™-1997 2007 except that, during the Preconstruction Phase, no decision by the Architect shall be a condition precedent to mediation or arbitration.

§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

☐ — Arbitration pursuant to Section 15.4 of AIA Document A201-2007

☐ — Litigation in a court of competent jurisdiction

☐ — Other: *(Specify)*

OTHER PROVISIONS

§ 9.3 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 9.2.1 Unless otherwise noted, the terms used in this Agreement shall have the same meaning as those in A201™-1997, General Conditions of the Contract for Construction.

2007

§ 9.2.2 EXTENT OF CONTRACT

This Contract, which includes this Agreement and the other documents incorporated herein by reference, represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Construction Manager. If anything in any document incorporated into this Agreement is inconsistent with this Agreement, this Agreement shall govern.

§ 9.2.3 OWNERSHIP AND USE OF DOCUMENTS

Article 1.6 of A201™-1997 shall apply to both the Preconstruction and Construction Phases.

2007

§ 9.2.4 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

§ 9.2.5 ASSIGNMENT

The Owner and Construction Manager respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2 of A201™-1997, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

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~~.3~~ AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:

~~.4~~ AIA Document E202™-2008, Building Information Modeling Protocol Exhibit, if completed, or the following:

~~.5~~ .3 Other documents:

...

Plans & Specifications prepared by Hawkins Architecture.

RESOLUTION TO APPOINT REPRESENTATIVE FOR CONSTRUCTION PROJECT

WHEREAS, the ERATH COUNTY, has entered into a contract with Waldrop Construction Co., Inc for the construction of a new county building known as Annex III;

WHEREAS, it is necessary for a representative to be appointed to act as the agent for the County for purposes of the administration of the contract;

NOW, THEREFORE, BE IT RESOLVED by the Erath County Commissioners' Court of Erath County that:

The Erath County Commissioners Court APPROVES the appointment of Commissioner Dee Stephens and Commissioner Joe Brown to act as the representative for the County for purposes of administering the construction contract with Waldrop Construction Co., Inc.

Representatives are authorized to be the primary and sole contacts for the construction project. All communication and documentation regarding the project shall be directed to both representatives ;

Representatives shall have authority to act with out prior court approval for the following:

1. Communicate with the Construction Manager and Architect on all matters;
2. Consent to change orders that do not result in a contract price change of \$50,000 or more;
3. Approve all payment certificates presented by the Architect of \$50,000 or less and submit purchase order to Auditor;
4. Establish and participate in the bid process and consult with auditor;
5. Approve a project schedule;
6. Provide direction to Construction Manager and Architect on selection of materials, storage of materials, project timeline, and all other day to day project decisions that do not result in a significant change in the project purpose or cost.
7. Sign all documents, change orders, and purchase orders relating to the contract.

Representative shall update the full Commissioners Court in the project at a regular Meeting the Court at least every ninety (90) days.

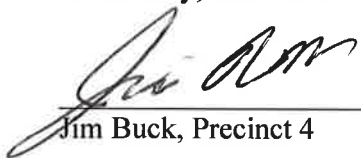
Representatives shall be responsible for maintaining all project documents in one central Location.

The foregoing resolution was moved and seconded and passed by majority vote of the Erath County Commissioners' Court of the Erath County on this 24th day of January 2022.


Dee Stephens, Precinct 1


Albert Ray, Precinct 2


Joe Brown, Precinct 3


Jim Buck, Precinct 4


Alfonso Campos, Judge

ATTEST: 
Gwinda Jones, Erath County Clerk

Erath County Courthouse
100 West Washington Street
Stephenville, Texas 76401



Phone: (254) 965-1483
Facsimile: (254) 965-1447
countytreasurer@co.erath.tx.us

Kimberly Barrier
County Treasurer

Distribution Register for Payroll Processing on January 19, 2022.

The following Payroll Distribution Register was reviewed and approved for payment by Commissioner's Court on January 24, 2022.

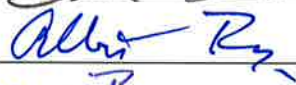
Alfonso Campos, County Judge:



Dee Stephens, Commissioner Precinct 1:



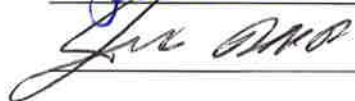
Albert Ray, Commissioner Precinct 2:



Joe Brown, Commissioner Precinct 3:



Jim Buck, Commissioner Precinct 4:





Erath County, TX

Distribution Report

Payroll Set: 01

Expense Range 01192022-01202022

Payment Range -

			Amount
Payroll Department: 400 - COUNTY JUDGE			
Fund: 010 - GENERAL			
Expense			
010-400-1010	ELECTED OFFICIAL		2,686.44
010-400-1030	SALARY		1,989.77
010-400-1300	SALARY SUPPLEMENT - STATE		969.23
010-400-2010	FICA		428.23
010-400-2020	INSURANCE - GROUP		988.34
010-400-2030	RETIREMENT		461.79
010-400-2070	UNEMPLOYMENT		3.58
		Account Type Expense Total:	82.00 7,527.38
		Fund 010 - GENERAL Total:	82.00 7,527.38
		Payroll Department 400 - COUNTY JUDGE Total:	82.00 7,527.38
Payroll Department: 403 - COUNTY CLERK			
Fund: 010 - GENERAL			
Expense			
010-403-1010	ELECTED OFFICIAL		2,732.12
010-403-1030	SALARY		8,827.54
010-403-1080	PART-TIME		308.77
010-403-1150	OVERTIME		163.98
010-403-2010	FICA		897.09
010-403-2020	INSURANCE - GROUP		3,459.19
010-403-2030	RETIREMENT		984.25
010-403-2070	UNEMPLOYMENT		16.74
		Account Type Expense Total:	514.25 17,389.68
		Fund 010 - GENERAL Total:	514.25 17,389.68
Fund: 032 - RECORDS MANAGEMENT - CC			
Expense			
032-403-1080	PART-TIME		438.43
032-403-2010	FICA		33.54
032-403-2030	RETIREMENT		35.86
032-403-2070	UNEMPLOYMENT		0.79
		Account Type Expense Total:	35.50 508.62
		Fund 032 - RECORDS MANAGEMENT - CC Total:	35.50 508.62
		Payroll Department 403 - COUNTY CLERK Total:	549.75 17,898.30
Payroll Department: 405 - VETERANS' SERVICES			
Fund: 010 - GENERAL			
Expense			
010-405-1080	PART-TIME		982.24
010-405-2010	FICA		75.14
010-405-2030	RETIREMENT		80.35
010-405-2070	UNEMPLOYMENT		1.77
		Account Type Expense Total:	50.00 1,139.50
		Fund 010 - GENERAL Total:	50.00 1,139.50
		Payroll Department 405 - VETERANS' SERVICES Total:	50.00 1,139.50
Payroll Department: 426 - COUNTY COURT			
Fund: 010 - GENERAL			
Expense			
010-426-1010	ELECTED OFFICIAL		3,384.62

Distribution Report

Expense Range: 01192022-01202022 Payment Range: -

		Amount
010-426-1030	SALARY	1,927.50
010-426-1300	SALARY SUPPLEMENT - STATE	3,230.77
010-426-2010	FICA	630.16
010-426-2020	INSURANCE - GROUP	988.34
010-426-2030	RETIREMENT	698.81
010-426-2070	UNEMPLOYMENT	3.47

Account Type Expense Total: 81.00 10,863.67

Fund 010 - GENERAL Total: 81.00 10,863.67

Payroll Department 426 - COUNTY COURT Total: 81.00 10,863.67

Payroll Department: 435 - DISTRICT COURT

Fund: 010 - GENERAL

Expense

010-435-1010	ELECTED OFFICIAL	692.31
010-435-1030	SALARY	8,115.44
010-435-2010	FICA	626.40
010-435-2020	INSURANCE - GROUP	1,482.51
010-435-2030	RETIREMENT	720.48
010-435-2070	UNEMPLOYMENT	14.61

Account Type Expense Total: 241.00 11,651.75

Fund 010 - GENERAL Total: 241.00 11,651.75

Payroll Department 435 - DISTRICT COURT Total: 241.00 11,651.75

Payroll Department: 450 - DISTRICT CLERK

Fund: 010 - GENERAL

Expense

010-450-1010	ELECTED OFFICIAL	2,732.12
010-450-1030	SALARY	5,186.80
010-450-2010	FICA	541.80
010-450-2020	INSURANCE - GROUP	1,976.68
010-450-2030	RETIREMENT	647.77
010-450-2070	UNEMPLOYMENT	9.34

Account Type Expense Total: 241.00 11,094.51

Fund 010 - GENERAL Total: 241.00 11,094.51

Payroll Department 450 - DISTRICT CLERK Total: 241.00 11,094.51

Payroll Department: 455 - JUSTICE OF PEACE - I

Fund: 010 - GENERAL

Expense

010-455-1010	ELECTED OFFICIAL	2,732.12
010-455-1030	SALARY	4,377.67
010-455-1150	OVERTIME	6.12
010-455-2010	FICA	498.33
010-455-2020	INSURANCE - GROUP	1,976.68
010-455-2030	RETIREMENT	582.08
010-455-2070	UNEMPLOYMENT	7.89

Account Type Expense Total: 240.50 10,180.89

Fund 010 - GENERAL Total: 240.50 10,180.89

Payroll Department 455 - JUSTICE OF PEACE - I Total: 240.50 10,180.89

Payroll Department: 456 - JUSTICE OF PEACE - II

Fund: 010 - GENERAL

Expense

010-456-1010	ELECTED OFFICIAL	1,027.48
010-456-1030	SALARY	795.99
010-456-2010	FICA	139.26
010-456-2020	INSURANCE - GROUP	494.17
010-456-2030	RETIREMENT	149.16

Distribution Report

Expense Range: 01192022-01202022 Payment Range: -

010-456-2070

UNEMPLOYMENT

Amount

3.28

Account Type Expense Total: 40.50 2,609.34

Fund 010 - GENERAL Total: 40.50 2,609.34

Payroll Department 456 - JUSTICE OF PEACE - II Total: 40.50 2,609.34

Payroll Department: 475 - COUNTY ATTORNEY

Fund: 010 - GENERAL

Expense

010-475-1010	ELECTED OFFICIAL	1,814.94
010-475-1030	SALARY	4,786.63
010-475-1300	SALARY SUPPLEMENT - STATE	3,230.77
010-475-2010	FICA	720.05
010-475-2020	INSURANCE - GROUP	1,436.49
010-475-2030	RETIREMENT	804.29
010-475-2070	UNEMPLOYMENT	8.61

Account Type Expense Total: 216.00 12,801.78

Fund 010 - GENERAL Total: 216.00 12,801.78

Fund: 057 - HOT CHECK - COUNTY ATTORNEY

Expense

057-475-1030	SALARY	180.00
057-475-2010	FICA	12.30
057-475-2020	INSURANCE - GROUP	46.02
057-475-2030	RETIREMENT	14.73
057-475-2070	UNEMPLOYMENT	0.33

Account Type Expense Total: 160.00 253.38

Fund 057 - HOT CHECK - COUNTY ATTORNEY Total: 160.00 253.38

Payroll Department 475 - COUNTY ATTORNEY Total: 376.00 13,055.16

Payroll Department: 476 - DISTRICT ATTORNEY

Fund: 010 - GENERAL

Expense

010-475-1030	SALARY	1,517.30
010-475-2010	FICA	115.63
010-475-2020	INSURANCE - GROUP	494.17
010-475-2030	RETIREMENT	124.11
010-475-2070	UNEMPLOYMENT	2.73
010-476-1010	ELECTED OFFICIAL	692.31
010-476-1030	SALARY	6,165.30
010-476-1150	OVERTIME	8.34
010-476-2010	FICA	499.55
010-476-2020	INSURANCE - GROUP	1,482.51
010-476-2030	RETIREMENT	561.64
010-476-2070	UNEMPLOYMENT	11.12

Account Type Expense Total: 321.25 11,674.71

Fund 010 - GENERAL Total: 321.25 11,674.71

Payroll Department 476 - DISTRICT ATTORNEY Total: 321.25 11,674.71

Payroll Department: 480 - PRE-TRIAL

Fund: 010 - GENERAL

Expense

010-480-1030	SALARY	1,893.70
010-480-2010	FICA	144.87
010-480-2020	INSURANCE - GROUP	494.17
010-480-2030	RETIREMENT	154.91

Distribution Report

Expense Range: 01192022-01202022 Payment Range: -

010-480-2070

UNEMPLOYMENT

Amount

3.41

Account Type Expense Total: 80.00 2,691.06

Fund 010 - GENERAL Total: 80.00 2,691.06

Payroll Department 480 - PRE-TRIAL Total: 80.00 2,691.06

Payroll Department: 495 - COUNTY AUDITOR

Fund: 010 - GENERAL

Expense

010-495-1020	APPOINTED OFFICIAL	5,000.00
010-495-1030	SALARY	4,802.42
010-495-2010	FICA	749.41
010-495-2020	INSURANCE - GROUP	1,976.68
010-495-2030	RETIREMENT	801.83
010-495-2070	UNEMPLOYMENT	8.64

Account Type Expense Total: 241.00 13,338.98

Fund 010 - GENERAL Total: 241.00 13,338.98

Payroll Department 495 - COUNTY AUDITOR Total: 241.00 13,338.98

Payroll Department: 497 - COUNTY TREASURER

Fund: 010 - GENERAL

Expense

010-497-1010	ELECTED OFFICIAL	2,732.12
010-497-1030	SALARY	4,483.29
010-497-1150	OVERTIME	53.92
010-497-2010	FICA	551.88
010-497-2020	INSURANCE - GROUP	1,976.68
010-497-2030	RETIREMENT	594.64
010-497-2070	UNEMPLOYMENT	8.17

Account Type Expense Total: 242.50 10,400.70

Fund 010 - GENERAL Total: 242.50 10,400.70

Payroll Department 497 - COUNTY TREASURER Total: 242.50 10,400.70

Payroll Department: 499 - TAX ASSESSOR COLLECTOR

Fund: 010 - GENERAL

Expense

010-499-1010	ELECTED OFFICIAL	2,732.12
010-499-1030	SALARY	15,861.56
010-499-1080	PART-TIME	570.83
010-499-2010	FICA	1,405.65
010-499-2020	INSURANCE - GROUP	5,930.04
010-499-2030	RETIREMENT	1,567.66
010-499-2070	UNEMPLOYMENT	29.59

Account Type Expense Total: 935.25 28,097.45

Fund 010 - GENERAL Total: 935.25 28,097.45

Payroll Department 499 - TAX ASSESSOR COLLECTOR Total: 935.25 28,097.45

Payroll Department: 503 - INFORMATION TECHNOLOGY

Fund: 010 - GENERAL

Expense

010-499-1030	SALARY	2,140.81
010-499-2010	FICA	163.54
010-499-2020	INSURANCE - GROUP	494.17
010-499-2030	RETIREMENT	175.11
010-499-2070	UNEMPLOYMENT	3.85

Account Type Expense Total: 80.00 2,977.48

Fund 010 - GENERAL Total: 80.00 2,977.48

Payroll Department 503 - INFORMATION TECHNOLOGY Total: 80.00 2,977.48

Distribution Report

Expense Range: 01192022-01202022 Payment Range: -

Amount

Payroll Department: 510 - FACILITIES - COURTHOUSE

Fund: 010 - GENERAL

Expense

010-516-1030	SALARY	7,309.81
010-516-1150	OVERTIME	61.97
010-516-2010	FICA	535.13
010-516-2020	INSURANCE - GROUP	2,470.85
010-516-2030	RETIREMENT	603.00
010-516-2070	UNEMPLOYMENT	13.27
Account Type Expense Total:		403.25 10,994.03
Fund 010 - GENERAL Total:		403.25 10,994.03
Payroll Department 510 - FACILITIES - COURTHOUSE Total:		403.25 10,994.03

Payroll Department: 540 - AMBULANCE EMS

Fund: 010 - GENERAL

Expense

010-540-1030	SALARY	19,618.83
010-540-1150	OVERTIME	9,370.59
010-540-2010	FICA	2,122.48
010-540-2020	INSURANCE - GROUP	5,435.87
010-540-2030	RETIREMENT	2,371.33
010-540-2070	UNEMPLOYMENT	52.20
Account Type Expense Total:		1,471.50 38,971.30
Fund 010 - GENERAL Total:		1,471.50 38,971.30
Payroll Department 540 - AMBULANCE EMS Total:		1,471.50 38,971.30

Payroll Department: 544 - FIRE MARSHAL

Fund: 010 - GENERAL

Expense

010-544-1030	SALARY	1,982.23
010-544-2010	FICA	151.64
010-544-2020	INSURANCE - GROUP	494.17
010-544-2030	RETIREMENT	162.15
010-544-2070	UNEMPLOYMENT	3.57
Account Type Expense Total:		80.00 2,793.76
Fund 010 - GENERAL Total:		80.00 2,793.76
Payroll Department 544 - FIRE MARSHAL Total:		80.00 2,793.76

Payroll Department: 550 - CONSTABLE - I

Fund: 010 - GENERAL

Expense

010-550-1010	ELECTED OFFICIAL	2,409.11
010-550-2010	FICA	183.01
010-550-2020	INSURANCE - GROUP	494.17
010-550-2030	RETIREMENT	197.07
Account Type Expense Total:		1.00 3,283.36
Fund 010 - GENERAL Total:		1.00 3,283.36
Payroll Department 550 - CONSTABLE - I Total:		1.00 3,283.36

Payroll Department: 552 - CONSTABLE - II

Fund: 010 - GENERAL

Expense

010-552-1010	ELECTED OFFICIAL	1,832.19
010-552-2010	FICA	140.17
010-552-2020	INSURANCE - GROUP	494.17
010-552-2030	RETIREMENT	149.88

Distribution Report

Expense Range: 01192022-01202022 Payment Range: -

		Amount
Account Type Expense Total:	1.00	2,616.41
Fund 010 - GENERAL Total:	1.00	2,616.41
Payroll Department 552 - CONSTABLE - II Total:	1.00	2,616.41

Payroll Department: 560 - COUNTY SHERIFF

Fund: 010 - GENERAL

Expense

010-560-1010	ELECTED OFFICIAL	3,186.38
010-560-1030	SALARY	54,462.51
010-560-1150	OVERTIME	1,270.49
010-560-2010	FICA	4,479.05
010-560-2020	INSURANCE - GROUP	14,227.49
010-560-2030	RETIREMENT	4,819.62
010-560-2070	UNEMPLOYMENT	100.32
010-561-1030	SALARY	1,625.49
010-561-1150	OVERTIME	525.34
010-561-2010	FICA	160.72
010-561-2020	INSURANCE - GROUP	103.44
010-561-2030	RETIREMENT	175.95
010-561-2070	UNEMPLOYMENT	3.88
Account Type Expense Total:	2,660.00	85,140.68
Fund 010 - GENERAL Total:	2,660.00	85,140.68

Fund: 250 - JUVENILE PROBATION

Expense

250-574-2020	INSURANCE - GROUP	494.17
Account Type Expense Total:		494.17
Fund 250 - JUVENILE PROBATION Total:		494.17
Payroll Department 560 - COUNTY SHERIFF Total:	2,660.00	85,634.85

Payroll Department: 561 - JAIL

Fund: 010 - GENERAL

Expense

010-560-1030	SALARY	1,486.92
010-560-2010	FICA	112.91
010-560-2020	INSURANCE - GROUP	494.17
010-560-2030	RETIREMENT	121.63
010-560-2070	UNEMPLOYMENT	2.68
010-561-1030	SALARY	37,083.12
010-561-1150	OVERTIME	1,416.82
010-561-2010	FICA	2,851.69
010-561-2020	INSURANCE - GROUP	10,886.48
010-561-2030	RETIREMENT	3,146.79
010-561-2070	UNEMPLOYMENT	69.31
Account Type Expense Total:	2,115.25	57,672.52
Fund 010 - GENERAL Total:	2,115.25	57,672.52
Payroll Department 561 - JAIL Total:	2,115.25	57,672.52

Payroll Department: 570 - ADULT PROBATION

Fund: 225 - ADULT PROBATION

Expense

225-570-1030	SALARY	11,246.45
225-570-2010	FICA	817.38
225-570-2030	RETIREMENT	922.47
225-570-2070	UNEMPLOYMENT	20.25
Account Type Expense Total:	400.00	13,006.55
Fund 225 - ADULT PROBATION Total:	400.00	13,006.55
Payroll Department 570 - ADULT PROBATION Total:	400.00	13,006.55

Distribution Report

Expense Range: 01192022-01202022 Payment Range: -

Amount

Payroll Department: 572 - JUVENILE PROBATION**Fund: 250 - JUVENILE PROBATION****Expense**

250-572-1030	SALARY	4,428.00
250-572-2010	FICA	334.10
250-572-2030	RETIREMENT	362.21
250-572-2070	UNEMPLOYMENT	7.97
250-574-2020	INSURANCE - GROUP	996.25

Account Type Expense Total: 160.00 6,128.53

Fund 250 - JUVENILE PROBATION Total: 160.00 6,128.53

Payroll Department 572 - JUVENILE PROBATION Total: 160.00 6,128.53

Payroll Department: 580 - EMC**Fund: 010 - GENERAL****Expense**

010-580-1030	SALARY	2,047.54
010-580-2010	FICA	156.40
010-580-2020	INSURANCE - GROUP	494.17
010-580-2030	RETIREMENT	167.49
010-580-2070	UNEMPLOYMENT	3.69

Account Type Expense Total: 80.00 2,869.29

Fund 010 - GENERAL Total: 80.00 2,869.29

Payroll Department 580 - EMC Total: 80.00 2,869.29

Payroll Department: 581 - COMMUNICATIONS**Fund: 010 - GENERAL****Expense**

010-581-1030	SALARY	15,185.89
010-581-1150	OVERTIME	302.69
010-581-2010	FICA	1,178.04
010-581-2020	INSURANCE - GROUP	3,968.10
010-581-2030	RETIREMENT	1,146.74
010-581-2070	UNEMPLOYMENT	25.35

Account Type Expense Total: 800.50 21,806.81

Fund 010 - GENERAL Total: 800.50 21,806.81

Payroll Department 581 - COMMUNICATIONS Total: 800.50 21,806.81

Payroll Department: 582 - DPS**Fund: 010 - GENERAL****Expense**

010-582-1030	SALARY	1,517.31
010-582-2010	FICA	74.14
010-582-2020	INSURANCE - GROUP	494.17
010-582-2030	RETIREMENT	124.11
010-582-2070	UNEMPLOYMENT	2.73

Account Type Expense Total: 80.00 2,212.46

Fund 010 - GENERAL Total: 80.00 2,212.46

Payroll Department 582 - DPS Total: 80.00 2,212.46

Payroll Department: 600 - ENVIRONMENTAL**Fund: 010 - GENERAL****Expense**

010-600-1030	SALARY	3,942.96
010-600-2010	FICA	279.66
010-600-2020	INSURANCE - GROUP	988.34
010-600-2030	RETIREMENT	322.54
010-600-2070	UNEMPLOYMENT	7.10

Distribution Report

Expense Range: 01192022-01202022 Payment Range: -

	Amount
Account Type Expense Total:	160.00 5,540.60
Fund 010 - GENERAL Total:	160.00 5,540.60
Payroll Department 600 - ENVIRONMENTAL Total:	160.00 5,540.60

Payroll Department: 610 - ROAD & BRIDGE

Fund: 010 - GENERAL

Expense

010-645-1030	SALARY	2,089.79
010-645-2010	FICA	158.13
010-645-2020	INSURANCE - GROUP	494.17
010-645-2030	RETIREMENT	170.94
010-645-2070	UNEMPLOYMENT	3.76
Account Type Expense Total:	80.00	2,916.79
Fund 010 - GENERAL Total:	80.00	2,916.79

Fund: 020 - ROAD & BRIDGE

Expense

020-610-1030	SALARY	4,538.40
020-610-2010	FICA	341.15
020-610-2020	INSURANCE - GROUP	988.34
020-610-2030	RETIREMENT	371.24
020-610-2070	UNEMPLOYMENT	8.16
Account Type Expense Total:	160.00	6,247.29
Fund 020 - ROAD & BRIDGE Total:	160.00	6,247.29
Payroll Department 610 - ROAD & BRIDGE Total:	240.00	9,164.08

Payroll Department: 611 - PRECINCT #1

Fund: 021 - PRECINCT - I

Expense

021-611-1010	ELECTED OFFICIAL	2,655.19
021-611-1030	SALARY	10,236.87
021-611-1070	TEMPORARY	900.80
021-611-2010	FICA	1,025.47
021-611-2020	INSURANCE - GROUP	3,459.19
021-611-2030	RETIREMENT	1,054.58
021-611-2070	UNEMPLOYMENT	20.05
Account Type Expense Total:	521.00	19,352.15
Fund 021 - PRECINCT - I Total:	521.00	19,352.15
Payroll Department 611 - PRECINCT #1 Total:	521.00	19,352.15

Payroll Department: 612 - PRECINCT #2

Fund: 022 - PRECINCT - II

Expense

022-612-1010	ELECTED OFFICIAL	2,655.19
022-612-1030	SALARY	12,280.05
022-612-2010	FICA	1,136.22
022-612-2020	INSURANCE - GROUP	3,459.19
022-612-2030	RETIREMENT	1,221.70
022-612-2070	UNEMPLOYMENT	22.10
Account Type Expense Total:	550.00	20,774.45
Fund 022 - PRECINCT - II Total:	550.00	20,774.45
Payroll Department 612 - PRECINCT #2 Total:	550.00	20,774.45

Payroll Department: 613 - PRECINCT #3

Fund: 023 - PRECINCT - III

Expense

023-613-1010	ELECTED OFFICIAL	2,655.19
023-613-1030	SALARY	10,623.10
023-613-2010	FICA	1,008.22

Distribution Report

Expense Range: 01192022-01202022 Payment Range: -

		Amount
023-613-2020	INSURANCE - GROUP	3,459.19
023-613-2030	RETIREMENT	1,086.17
023-613-2070	UNEMPLOYMENT	19.13
Account Type Expense Total:		481.00 18,851.00
Fund 023 - PRECINCT - III Total:		481.00 18,851.00
Payroll Department 613 - PRECINCT #3 Total:		481.00 18,851.00

Payroll Department: 614 - PRECINCT #4

Fund: 024 - PRECINCT - IIII

Expense

024-614-1010	ELECTED OFFICIAL	2,655.19
024-614-1030	SALARY	10,596.07
024-614-1150	OVERTIME	8.35
024-614-2010	FICA	1,002.55
024-614-2020	INSURANCE - GROUP	3,459.19
024-614-2030	RETIREMENT	1,084.64
024-614-2070	UNEMPLOYMENT	19.09
Account Type Expense Total:		481.25 18,825.08
Fund 024 - PRECINCT - IIII Total:		481.25 18,825.08
Payroll Department 614 - PRECINCT #4 Total:		481.25 18,825.08

Payroll Department: 665 - AGRILIFE

Fund: 010 - GENERAL

Expense

010-665-1030	SALARY	3,260.31
010-665-1080	PART-TIME	619.62
010-665-2010	FICA	296.82
010-665-2030	RETIREMENT	50.69
010-665-2070	UNEMPLOYMENT	7.00
Account Type Expense Total:		58.50 4,234.44
Fund 010 - GENERAL Total:		58.50 4,234.44
Payroll Department 665 - AGRILIFE Total:		58.50 4,234.44

Fund Summary

Fund	Units	Amount
010-GENERAL	11,597.25	395,491.33
020-ROAD & BRIDGE	160.00	6,247.29
021-PRECINCT - I	521.00	19,352.15
022-PRECINCT - II	550.00	20,774.45
023-PRECINCT - III	481.00	18,851.00
024-PRECINCT - IIII	481.25	18,825.08
032-RECORDS MANAGEMENT - CC	35.50	508.62
057-HOT CHECK - COUNTY ATTORNEY	160.00	253.38
225-ADULT PROBATION	400.00	13,006.55
250-JUVENILE PROBATION	160.00	6,622.70
Grand Total:	14,546.00	499,932.55

**Erath County Courthouse
100 West Washington Street
Stephenville, Texas 76401**



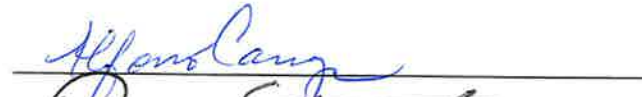
**Phone: (254) 965-1483
Facsimile: (254) 965-1447
countytreasurer@co.erath.tx.us**

**Kimberly Barrier
County Treasurer**

Overtime Register for Payroll Processing on January 19, 2022

The following Overtime Register was reviewed and approved by Commissioner's Court on January 24, 2022.

Alfonso Campos, County Judge:

A handwritten signature in blue ink, appearing to read "Alfonso Campos", written over a horizontal line.

Dee Stephens, Commissioner Precinct 1:

A handwritten signature in blue ink, appearing to read "Dee Stephens", written over a horizontal line.

Albert Ray, Commissioner Precinct 2:

A handwritten signature in blue ink, appearing to read "Albert Ray", written over a horizontal line.

Joe Brown, Commissioner Precinct 3:

A handwritten signature in blue ink, appearing to read "Joe Brown", written over a horizontal line.

Jim Buck, Commissioner Precinct 4:

A handwritten signature in blue ink, appearing to read "Jim Buck", written over a horizontal line.



Erath County, TX

Pay Code Report

Summary By Department

1/19/2022 - 1/20/2022

Payroll Set: 01-Payroll Set 01

Department: 403 - COUNTY CLERK

Employee Number	Employee Name	Pay Code	# of Payments	Units	Pay Amount
<u>407</u>	DRISKILL, SUSAN	Overtime - Overtime	1	1.50	35.19
		407 - DRISKILL Total:		1.50	35.19
<u>98</u>	DUKE, PAULINE	Overtime - Overtime	1	1.00	32.77
		98 - DUKE Total:		1.00	32.77
<u>632</u>	TALAMANTES, SHARLENE	Overtime - Overtime	1	1.50	45.33
		632 - TALAMANTES Total:		1.50	45.33
<u>439</u>	WHITE, CLAUDETTE	Overtime - Overtime	1	2.00	50.69
		439 - WHITE Total:		2.00	50.69
		403 - COUNTY CLERK Total:		6.00	163.98

Department: 455 - JUSTICE OF PEACE - I

Employee Number	Employee Name	Pay Code	# of Payments	Units	Pay Amount
<u>633</u>	PEREZ, DIONICIA	Overtime - Overtime	1	0.25	6.12
		633 - PEREZ Total:		0.25	6.12
		455 - JUSTICE OF PEACE - I Total:		0.25	6.12

Department: 476 - DISTRICT ATTORNEY

Employee Number	Employee Name	Pay Code	# of Payments	Units	Pay Amount
<u>2</u>	BEATY, PATRICIA	Overtime - Overtime	1	0.25	8.34
		2 - BEATY Total:		0.25	8.34
		476 - DISTRICT ATTORNEY Total:		0.25	8.34

Department: 497 - COUNTY TREASURER

Employee Number	Employee Name	Pay Code	# of Payments	Units	Pay Amount
<u>470</u>	PACHECO, ARACELY	Overtime - Overtime	1	2.00	53.92
		470 - PACHECO Total:		2.00	53.92
		497 - COUNTY TREASURER Total:		2.00	53.92

Department: 510 - FACILITIES - COURTHOUSE

Employee Number	Employee Name	Pay Code	# of Payments	Units	Pay Amount
<u>732</u>	BASHAM, RICKY	Overtime - Overtime	1	1.50	43.79
		732 - BASHAM Total:		1.50	43.79
<u>658</u>	PEREZ, PAULITA	Overtime - Overtime	1	0.75	18.18
		658 - PEREZ Total:		0.75	18.18
		510 - FACILITIES - COURTHOUSE Total:		2.25	61.97

Department: 540 - AMBULANCE EMS

Employee Number	Employee Name	Pay Code	# of Payments	Units	Pay Amount
<u>521</u>	CRADDOCK, KEEGAN	Overtime - Overtime	1	56.00	1,117.01
		521 - CRADDOCK Total:		56.00	1,117.01
<u>735</u>	DEAN, CHRISTINA	Overtime - Overtime	1	32.25	604.80
		735 - DEAN Total:		32.25	604.80
<u>643</u>	DIXON-WYATT, SHYANN	Overtime - Overtime	1	40.50	941.63
		643 - DIXON-WYATT Total:		40.50	941.63
<u>483</u>	ELSTON, GAYLON	Overtime - Overtime	1	40.00	833.89
		483 - ELSTON Total:		40.00	833.89
<u>486</u>	GAMBINO, JOHN	Overtime - Overtime	1	17.50	491.78
		486 - GAMBINO Total:		17.50	491.78
<u>90</u>	HOUGHTON, DAVID	Overtime - Overtime	1	40.75	1,028.83
		90 - HOUGHTON Total:		40.75	1,028.83
<u>117</u>	KOLB, CHARLES	Overtime - Overtime	1	32.00	978.80
		117 - KOLB Total:		32.00	978.80
<u>87</u>	PRADO, JOE	Overtime - Overtime	1	28.00	856.45
		87 - PRADO Total:		28.00	856.45
<u>5</u>	STEWART, CHEREEN	Overtime - Overtime	1	40.00	1,223.49
		5 - STEWART Total:		40.00	1,223.49
<u>661</u>	SWEARINGEN, COLBY	Overtime - Overtime	1	19.50	513.52
		661 - SWEARINGEN Total:		19.50	513.52
<u>232</u>	TEAGUE, CLOYD	Overtime - Overtime	1	16.00	335.46
		232 - TEAGUE Total:		16.00	335.46
<u>372</u>	WHITTEN, KIELA	Overtime - Overtime	1	15.75	444.93
		372 - WHITTEN Total:		15.75	444.93
		540 - AMBULANCE EMS Total:		378.25	9,370.59

Department: 560 - COUNTY SHERIFF

Employee Number	Employee Name	Pay Code	# of Payments	Units	Pay Amount
<u>356</u>	BOLIN, JAKE	Overtime - Overtime	1	4.00	122.68
		356 - BOLIN Total:		4.00	122.68
<u>782</u>	EDWARDS, JACK	Overtime - Overtime	1	0.25	7.57
		782 - EDWARDS Total:		0.25	7.57
<u>338</u>	GRIFFIN, VANESSA	Overtime - Overtime	1	15.00	525.34
		338 - GRIFFIN Total:		15.00	525.34
<u>415</u>	SOUTHERLAND, DAVID	Overtime - Overtime	1	32.00	1,140.24
		415 - SOUTHERLAND Total:		32.00	1,140.24
		560 - COUNTY SHERIFF Total:		51.25	1,795.83

Department: 561 - JAIL

Employee Number	Employee Name	Pay Code	# of Payments	Units	Pay Amount
<u>744</u>	GILLISPIE, JAKE	Overtime - Overtime	1	18.75	467.24
		744 - GILLISPIE Total:		18.75	467.24
<u>570</u>	GUTIERREZ, MAYRA	Overtime - Overtime	1	8.25	259.99
		570 - GUTIERREZ Total:		8.25	259.99
<u>0761</u>	PETSCH, HUNTER	Overtime - Overtime	1	11.25	280.06
		0761 - PETSCH Total:		11.25	280.06
<u>581</u>	PORTER, CORINNA	Overtime - Overtime	1	13.00	409.53
		581 - PORTER Total:		13.00	409.53
		561 - JAIL Total:		51.25	1,416.82

Department: 581 - COMMUNICATIONS

Employee Number	Employee Name	Pay Code	# of Payments	Units	Pay Amount
<u>780</u>	ANDERSON, ASHLEY	Overtime - Overtime	1	0.50	13.16
		780 - ANDERSON Total:		0.50	13.16
<u>0780</u>	KITCHENS, CHRISTY	Overtime - Overtime	1	4.00	105.29
		0780 - KITCHENS Total:		4.00	105.29
<u>450</u>	SHARP, JODI	Overtime - Overtime	1	0.25	7.19
		450 - SHARP Total:		0.25	7.19
<u>641</u>	SMITH, TATUM	Overtime - Overtime	1	4.00	105.66
		641 - SMITH Total:		4.00	105.66

Payroll Set: 01-Payroll Set 01

<u>99</u>	THURMAN, BARBARA	Overtime - Overtime	1	2.00	71.39
			99 - THURMAN Total:	2.00	71.39
			581 - COMMUNICATIONS Total:	10.75	302.69

Department: 614 - PRECINCT #4

Employee Number	Employee Name	Pay Code	# of Payments	Units	Pay Amount
<u>295</u>	PACK, ROBERT	Overtime - Overtime	1	0.25	8.35
			295 - PACK Total:	0.25	8.35
			614 - PRECINCT #4 Total:	0.25	8.35
			Report Total:	502.50	13,188.61



Erath County, TX

Payroll Set: 01-Payroll Set 01

Pay Code Report

Account Summary

1/19/2022 - 1/20/2022

Account	Account Description	Units	Pay Amount
<u>010-403-1150</u>	OVERTIME	6.00	163.98
<u>010-455-1150</u>	OVERTIME	0.25	6.12
<u>010-476-1150</u>	OVERTIME	0.25	8.34
<u>010-497-1150</u>	OVERTIME	2.00	53.92
<u>010-516-1150</u>	OVERTIME	2.25	61.97
<u>010-540-1150</u>	OVERTIME	378.25	9,370.59
<u>010-560-1150</u>	OVERTIME	36.25	1,270.49
<u>010-561-1150</u>	OVERTIME	66.25	1,942.16
<u>010-581-1150</u>	OVERTIME	10.75	302.69
	010 - GENERAL Total:	502.25	13,180.26
<u>024-614-1150</u>	OVERTIME	0.25	8.35
	024 - PRECINCT - IIII Total:	0.25	8.35
	Report Total:	502.50	13,188.61



Erath County, TX

Payroll Set: 01-Payroll Set 01

Pay Code Report

Pay Code Summary

1/19/2022 - 1/20/2022

Pay Code	Description	# of Payments	Units	Pay Amount
Overtime - Overtime	Overtime	35	502.50	13,188.61
		Report Total:	502.50	13,188.61

From: "Sherri.Remington@tylertech.com (Remington, Sherri)" <Sherri.Remington@tylertech.com>
To: Wanda Greer <districtclerk@co.erath.tx.us>, "auditor@co.erath.tx.us" <auditor@co.erath.tx.us>
Date: 01/10/2022 04:04 PM
Subject: Contract Amendment

CAUTION: This email originated from outside of Erath County. Do not click links or open attachments unless you recognize the sender and know the content is safe. Never reply to a suspicious email, contact sender by different method to verify.

Good Afternoon, Wanda & Kent,

Attached is a contract amendment for your review. This contract amendment combines two areas for the county that have been in discussion with the project.

1. **SoftCode:** We discussed with the Sheriff's department their need to have access to SoftCode for serving papers in addition to the Constables. This contract adds the necessary seat licenses and project hours to set up their office alongside the Constables. The business processes are different between the offices and will require some additional hours to configure and train.
2. **Online Payments:** Back in November we provided a demo to Wanda (and I think a few others) regarding online payments. This primarily addresses payment of traffic citations however there are a few other areas that will also utilize online payments (such as document purchases online and other case types). All online and credit card payments are fully integrated with Odyssey and will automatically update the payment details on a case without any additional data entry or reconciliation.
 - a. Traffic citations—we assess a transaction fee for these payments. This includes citations where the defendant is paying online to request Driver Safety Courses and when they are showing Proof of Correction (DL, registration, insurance, etc.).
 - b. All other payment options only have the credit card processing fee of 2.95%.

Please let me know if you have questions regarding this information. I apologize for the delay in providing the amendment to you!

Thank you,

Sherri L. Remington
Account Executive
Tyler Technologies, Inc.

C: 281.881.6090
www.tylertech.com



Empowering people who serve the public®



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and Erath County, Texas with offices at 100 W Washington, Stephenville, Texas 76401 ("Client").

WHEREAS, Tyler and the Client are parties to a Software as a Service Agreement dated July 22, 2020, as amended ("Agreement"); and

WHEREAS, Tyler and Client desire to further amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. SoftCode. The items set forth in the sales quotation attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of the Amendment Effective Date and, notwithstanding anything to the contrary in Exhibit 1, ending coterminous with the SaaS Term as defined in the Agreement. Payment of fees and costs for such items shall conform to the following terms:
 - a. The annual SaaS fees payable under the Agreement shall be increased in the amount of \$16,280.00, for the Tyler Software added herein. The first year's annual SaaS Fees shall be due on the commencement of training, prorated for the time period commencing on such date and ending concurrently with the Client's annual SaaS Term under the Agreement. Subsequent SaaS Fees shall be invoiced in accord with the terms of the Agreement.
 - b. Implementation and other Professional Services (including training) will be invoiced based on the following milestones, at the rates set forth in Exhibit 1:

Site Visit	10%
Installation of Software	10%
Delivery of Training Database	40%
Completion of Training	30%
Commencement of Operational Use	10%
 - c. Travel expenses will be invoiced in accord with the terms of the Agreement.
2. Defendant Access. The software and products set forth in the sales quotation attached as Exhibit 2 to this Amendment are hereby added to the Agreement as of the Amendment Effective Date and are governed by the following terms:
 - a. The Transaction fees for access to the Defendant Access application shall be the amount referenced in the table contained in Exhibit 2 for each new applicable case filed. The



defendant shall pay the fees outlined in Exhibit 2.

- b. The Client's use of Tyler Payments/ePayments is subject to the terms found at <https://www.tylertech.com/terms/payment-card-processing-agreement>. The Client's use of IVR is subject to the terms found at <https://www.tylertech.com/terms/twilio-terms-of-use>. By signing this Amendment, Client agrees it has read, understands, and agrees to such terms.
 - c. In the event any terms found or linked above conflict with terms in the Agreement, the terms in or linked from this Amendment shall control.
 - d. All services quoted in Exhibit 2 are assumed to be delivered remotely unless otherwise indicated.
- 3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
 - 4. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

Erath County, Texas

By: _____

By: Alfonso Campos

Name: _____

Name: Alfonso Campos

Title: _____

Title: County Judge

Date: _____

Date: 1-24-2022



Exhibit 1

SoftCode Investment Summary

The following SoftCode Investment Summary details the software and services to be delivered by us to you under this Amendment. This SoftCode Investment Summary is effective as of the Amendment Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

In the event a comment in the following sales quotation conflicts with a provision of this Amendment, the provision in this Amendment shall control.

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Investment Summary

Software & Services			
SoftCode SaaS Fees			SaaS Fee Cost
CivilServe			\$8,880
CivilMobile			\$4,500
CivilQuery Server License			\$2,900
Annual SaaS Fee Total			\$16,280
Implementation Services			
Professional Services	Hours	Rate	Cost
Project Management	48	\$204	\$9,792
Personalization & Report Customization	16	\$182	\$2,912
Current & Future State Analysis	8	\$204	\$1,632
Business Analysis and Process Planning	12	\$204	\$2,448
Configuration & Deployment	16	\$182	\$2,912
Professional Services Sub-Total			\$19,696
Travel			Cost
Estimated Travel Expenses			\$1,395
Travel Expense Total			\$1,395
Professional Services Total			\$21,091
Project Total			\$37,371

Assumptions and Notes

Erath County Proposal



Proposal Valid for 180 Days

Project Assumptions

Project Management, Schedule, etc.

The project management services included in this proposal assume the project duration and project manager dedication listed on the Professional Services cost summary.

Data Conversion

Data conversion is not included as part of this quote.

Implementation Assumptions

Configuration, Training, and Go-Live Assistance

This proposal includes a specific amount of training time. Training will be performed in a classroom setting using facilities and equipment provided by client such that each participant can have hands-on access to a computer workstation during training. Training classes will have no more than 10 participants per instructor. Training is conducted during normal business hours.

Training days include an amount of time for on-site go-live assistance. Additional on-site training and assistance can be purchased at Tyler's then current rate.

Terms

- First payment due on commencement of training and annually thereafter for remainder of 5 year term.

- Professional Services will be invoiced based on the following milestones:

Site Visit	10%
Installation of Software	10%
Delivery of Training Database	40%
Completion of Training	30%
Commencement of Operational Use	10%



Exhibit 2

Defendant Access Investment Summary

The following Defendant Access Investment Summary details the software and services to be delivered by us to you under this Amendment. This Defendant Access Investment Summary is effective as of the Amendment Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

In the event a comment in the following sales quotation conflicts with a provision of this Amendment, the provision in this Amendment shall control.

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Included Software	
Tyler Software	Transaction Price
Defendant Access	
Criminal & Traffic Payments	\$3.50
Over the counter and	
Odyssey Portal - Document Purchase	\$0*
Optional Software	
Tyler Software	Transaction Price
Defendant Access	
Traffic Options	\$3.50
Online Case Review/Online Plea Agreement	\$10.00
Credit Card Processing Fess	
A convenience fee of 2.95% will be assessed to consumers for each electronic payment transaction that flows through the Odyssey system when using a credit or debit card. A minimum convenience fee of \$1.00 per transaction will be charged. Visa, MasterCard, and Discover will be accepted. American Express will be accepted at the discretion of Erath County, TX. Chargebacks, chargeback fees, and returns shall be withdrawn from the daily deposit to the Merchant Bank Account. For American Express, chargebacks will be withdrawn from Tyler's account invoiced to Erath County, TX. A convenience fee of \$1.00 will be assessed to consumers for each electronic check payment transaction processed.	
Optional Hardware	
	Per unit (+ shipping)
Verifone m400 With Stand	\$657.95
Verifone m400 Without Stand	\$590.95

Schedule 1: Professional Services

The following components are included in the implementation of the Defendant Access application. Any deviation from these standards will require custom work requiring additional consulting, development, and implementation hours.

Tyler will provide the following services during implementation:

1. Conduct a business process review to understand configuration options for the system.
2. Configure online payment options and rules, including defendant access configuration and Odyssey payment configuration.
3. Partner with the client to add client branding and text to their environment.
4. Configure IVR for Phone Payments, obtain the phone number and implement standard flow.
5. Configure payment reminder text messaging and provide configuration and user guides.
6. Train county users to use the system.
7. Support client through initial go-live, adjusting configuration settings as needed.

Tyler will not modify any of the following during implementation:

1. Add or edit any backend processes in Odyssey (i.e., case closure processes, workflows, etc.).
2. Add or edit an existing Odyssey configuration (i.e., offense codes, fee codes, fee schedules, accounts, etc.).
3. Create a custom IVR flow for defendant phone payments.



Erath County, TX

Expense Approval Register

Packet: APPKT00719 - DEC 2021 FUELMAN

Vendor Name	Post Date	Payable Number	Payable Date	Description (Item)	Account Number	Account Name	Amount
Vendor: FUELMAN FLEET PROGRAM							
FUELMAN FLEET PROGRAM	01/19/2022	100451877	01/19/2022	JAMF SUBSCRIPTION	010-560-4200	TELEPHONE	102.00
FUELMAN FLEET PROGRAM	01/19/2022	B STIDHAM 12/6/21	01/19/2022	STAPLES RECEIPT	225-570-3100	SUPPLIES	65.98
FUELMAN FLEET PROGRAM	01/19/2022	CREDIT T BOYLE	01/19/2022	PEARL ON THE CONCHO - R	010-665-4852	PROGRAMMING	-930.48
FUELMAN FLEET PROGRAM	01/19/2022	D STEPHENS 12/20/21	01/19/2022	BUCK'S WHEEL & EQUIPME	021-611-4500	R & M - EQUIPMENT	584.20
FUELMAN FLEET PROGRAM	01/19/2022	DEC 2021 C PORTER CARD	01/19/2022	DEC 2021 C PORTER CARD	010-561-4250	FUEL	48.80
FUELMAN FLEET PROGRAM	01/19/2022	DEC 2021 C PORTER CARD	01/19/2022	DEC 2021 C PORTER CARD	010-561-4960	EXTRADITION	40.10
FUELMAN FLEET PROGRAM	01/19/2022	DEC 2021 FLEETDASH	01/19/2022	FLEETDASH FEE DEC 2021	010-409-4810	FEES	29.97
FUELMAN FLEET PROGRAM	01/19/2022	DEC 2021 J DUNBAR	01/19/2022	DEC 2021 J DUNBAR FUEL	010-561-4250	FUEL	40.42
FUELMAN FLEET PROGRAM	01/19/2022	DEC 2021 J DUNBAR	01/19/2022	DEC 2021 J DUNBAR MEALS	010-561-4960	EXTRADITION	19.78
FUELMAN FLEET PROGRAM	01/19/2022	DEC 2021 J ROBISON'S CAR	01/19/2022	DEC 2021 J ROBISON'S CAR	010-560-4250	FUEL	205.52
FUELMAN FLEET PROGRAM	01/19/2022	DEC 2021 PCT 2 FUEL	01/19/2022	FUEL 12-2021	022-612-4250	FUEL	6,348.52
FUELMAN FLEET PROGRAM	01/19/2022	DEC 2021 REBATES	01/19/2022	DEC 2021 CUSTOMER REBA	010-370-9990	REVENUE - OTHER	-126.21
FUELMAN FLEET PROGRAM	01/19/2022	ERATH JAIL 12/30/21	01/19/2022	SYNCPAL PAYMENTS - JAIL	010-561-3100	SUPPLIES	1.30
FUELMAN FLEET PROGRAM	01/19/2022	F JAIMES 12/15/21	01/19/2022	REGISTRATION-JUVENILE LA	250-574-4150	CONTINUING EDUCATION	350.00
FUELMAN FLEET PROGRAM	01/19/2022	F JAIMES CREDIT	01/19/2022	35TH ANNUAL JUVENILE LA	250-574-4150	CONTINUING EDUCATION	-50.00
FUELMAN FLEET PROGRAM	01/19/2022	FOOD COURSE ALDAY	01/19/2022	FOOD COURSE FOR JAIL-ALL	010-561-4150	CONTINUING EDUCATION	42.00
FUELMAN FLEET PROGRAM	01/19/2022	FOOD SERVICE CLASS	01/19/2022	FOOD SERVICE CLASSES	010-561-4150	CONTINUING EDUCATION	42.00
FUELMAN FLEET PROGRAM	01/19/2022	FOOD SERVICE PERMIT	01/19/2022	FOOD SERVICE PERMIT	010-561-3100	SUPPLIES	260.00
FUELMAN FLEET PROGRAM	01/19/2022	HEB 1/6/2022	01/19/2022	COFFEE & MISC SUPPLIES	010-426-3100	SUPPLIES	36.16
FUELMAN FLEET PROGRAM	01/19/2022	K BARRIER 12/15/21	01/19/2022	WALMART - CHRISTMAS PA	010-409-3105	SUPPLIES - COUNTY FUNCTI	61.98
FUELMAN FLEET PROGRAM	01/19/2022	LAW ENFC 12/22/2021	01/19/2022	TACTIX CONSULTING - SHER	010-560-3100	SUPPLIES	40.00
FUELMAN FLEET PROGRAM	01/19/2022	T BOYLE 12/8/21	01/19/2022	COUNTRY DONUT RECEIPT	010-665-4852	PROGRAMMING	7.05
FUELMAN FLEET PROGRAM	01/19/2022	TREAS CONF 4/18-4/21/202	01/19/2022	REGISTER KIM BARRIER TRE	010-497-4150	CONTINUING EDUCATION	275.00
FUELMAN FLEET PROGRAM	01/19/2022	TX JUSTICE COURT TRAININ	01/19/2022	TRAINING FOR KELLY VAUG	010-455-4150	CONTINUING EDUCATION	50.00
FUELMAN FLEET PROGRAM	01/19/2022	W TX JUV CHIEF'S TRAININ	01/19/2022	MEALS	250-574-4150	CONTINUING EDUCATION	44.20
FUELMAN FLEET PROGRAM	01/19/2022	W TX JUV CHIEF'S TRAININ	01/19/2022	LODGING-ANGELA HUNT- H	250-574-4150	CONTINUING EDUCATION	478.60
FUELMAN FLEET PROGRAM	01/19/2022	W TX JUV CHIEF'S TRAININ	01/19/2022	FUEL RECEIPT	250-574-4250	FUEL	28.13
Vendor FUELMAN FLEET PROGRAM Total:							8,095.02
Grand Total:							8,095.02

Fund Summary

Fund	Expense Amount
010 - GENERAL	245.39
021 - PRECINCT - I	584.20
022 - PRECINCT - II	6,348.52
225 - ADULT PROBATION	65.98
250 - JUVENILE PROBATION	850.93
Grand Total:	8,095.02

Account Summary

Account Number	Account Name	Expense Amount
010-370-9990	REVENUE - OTHER	-126.21
010-409-3105	SUPPLIES - COUNTY FUN	61.98
010-409-4810	FEES	29.97
010-426-3100	SUPPLIES	36.16
010-455-4150	CONTINUING EDUCATIO	50.00
010-497-4150	CONTINUING EDUCATIO	275.00
010-560-3100	SUPPLIES	40.00
010-560-4200	TELEPHONE	102.00
010-560-4250	FUEL	205.52
010-561-3100	SUPPLIES	261.30
010-561-4150	CONTINUING EDUCATIO	84.00
010-561-4250	FUEL	89.22
010-561-4960	EXTRADITION	59.88
010-665-4852	PROGRAMMING	-923.43
021-611-4500	R & M - EQUIPMENT	584.20
022-612-4250	FUEL	6,348.52
225-570-3100	SUPPLIES	65.98
250-574-4150	CONTINUING EDUCATIO	822.80
250-574-4250	FUEL	28.13
Grand Total:		8,095.02

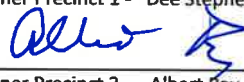
Project Account Summary

Project Account Key	Expense Amount
None	8,095.02
Grand Total:	8,095.02

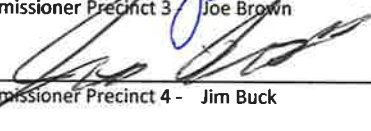
Authorization Signatures


County Judge - Alfonso Campos


Commissioner Precinct 1 - Dee Stephens


Commissioner Precinct 2 - Albert Ray


Commissioner Precinct 3 - Joe Brown


Commissioner Precinct 4 - Jim Buck



Erath County, TX

Expense Approval Register

Packet: APPKT00711 - PAYROLL #23 11.10.2021

Vendor Name	Post Date	Payable Number	Payable Date	Description (Item)	Account Number	Account Name	Amount
Vendor: AMERITAS DENTAL INSURANCE							
AMERITAS DENTAL INSURA	11/10/2021	INV0000643	11/10/2021	Dental Insurance	010-202-1000	PAYROLL LIABILITIES	2,873.08
AMERITAS DENTAL INSURA	11/10/2021	INV0000643	11/10/2021	Dental Insurance	010-202-1000	PAYROLL LIABILITIES	-50.92
AMERITAS DENTAL INSURA	11/10/2021	INV0000643	11/10/2021	Dental Insurance	020-202-1000	PAYROLL LIABILITIES	29.48
AMERITAS DENTAL INSURA	11/10/2021	INV0000643	11/10/2021	Dental Insurance	021-202-1000	PAYROLL LIABILITIES	179.62
AMERITAS DENTAL INSURA	11/10/2021	INV0000643	11/10/2021	Dental Insurance	022-202-1000	PAYROLL LIABILITIES	124.62
AMERITAS DENTAL INSURA	11/10/2021	INV0000643	11/10/2021	Dental Insurance	023-202-1000	PAYROLL LIABILITIES	191.74
AMERITAS DENTAL INSURA	11/10/2021	INV0000643	11/10/2021	Dental Insurance	024-202-1000	PAYROLL LIABILITIES	229.96
AMERITAS DENTAL INSURA	11/10/2021	INV0000643	11/10/2021	Dental Insurance	057-202-1000	PAYROLL LIABILITIES	3.86
AMERITAS DENTAL INSURA	11/10/2021	INV0000644	11/10/2021	Dental Insurance	250-202-1000	PAYROLL LIABILITIES	87.10
AMERITAS DENTAL INSURA	11/24/2021	INV0000661	11/24/2021	Dental Insurance	010-202-1000	PAYROLL LIABILITIES	2,858.75
AMERITAS DENTAL INSURA	11/24/2021	INV0000661	11/24/2021	Dental Insurance	010-202-1000	PAYROLL LIABILITIES	-65.66
AMERITAS DENTAL INSURA	11/24/2021	INV0000661	11/24/2021	Dental Insurance	020-202-1000	PAYROLL LIABILITIES	29.48
AMERITAS DENTAL INSURA	11/24/2021	INV0000661	11/24/2021	Dental Insurance	021-202-1000	PAYROLL LIABILITIES	179.62
AMERITAS DENTAL INSURA	11/24/2021	INV0000661	11/24/2021	Dental Insurance	022-202-1000	PAYROLL LIABILITIES	124.62
AMERITAS DENTAL INSURA	11/24/2021	INV0000661	11/24/2021	Dental Insurance	023-202-1000	PAYROLL LIABILITIES	191.74
AMERITAS DENTAL INSURA	11/24/2021	INV0000661	11/24/2021	Dental Insurance	024-202-1000	PAYROLL LIABILITIES	229.96
AMERITAS DENTAL INSURA	11/24/2021	INV0000661	11/24/2021	Dental Insurance	057-202-1000	PAYROLL LIABILITIES	3.45
AMERITAS DENTAL INSURA	11/24/2021	INV0000662	11/24/2021	Dental Insurance	250-202-1000	PAYROLL LIABILITIES	87.10
AMERITAS DENTAL INSURA	11/30/2021	INV0000765	11/30/2021	J. THURMAN	010-202-1000	PAYROLL LIABILITIES	29.48
AMERITAS DENTAL INSURA	11/30/2021	INV0000765	11/30/2021	D. PHILLIPS	010-202-1000	PAYROLL LIABILITIES	29.48
AMERITAS DENTAL INSURA	11/30/2021	INV0000765	11/30/2021	D. KELLY	010-202-1000	PAYROLL LIABILITIES	63.04
Vendor AMERITAS DENTAL INSURANCE Total:							7,429.60
Vendor: TEXAS ASSOCIATION OF COUNTY O							
TEXAS ASSOCIATION OF CO	11/10/2021	INV0000647	11/10/2021	Health Insurance	010-202-1000	PAYROLL LIABILITIES	72,045.47
TEXAS ASSOCIATION OF CO	11/10/2021	INV0000647	11/10/2021	Health Insurance	010-202-1000	PAYROLL LIABILITIES	-974.68
TEXAS ASSOCIATION OF CO	11/10/2021	INV0000647	11/10/2021	Health Insurance	020-202-1000	PAYROLL LIABILITIES	974.68
TEXAS ASSOCIATION OF CO	11/10/2021	INV0000647	11/10/2021	Health Insurance	021-202-1000	PAYROLL LIABILITIES	3,661.56
TEXAS ASSOCIATION OF CO	11/10/2021	INV0000647	11/10/2021	Health Insurance	022-202-1000	PAYROLL LIABILITIES	3,411.38
TEXAS ASSOCIATION OF CO	11/10/2021	INV0000647	11/10/2021	Health Insurance	023-202-1000	PAYROLL LIABILITIES	3,411.38
TEXAS ASSOCIATION OF CO	11/10/2021	INV0000647	11/10/2021	Health Insurance	024-202-1000	PAYROLL LIABILITIES	3,411.38
TEXAS ASSOCIATION OF CO	11/10/2021	INV0000647	11/10/2021	Health Insurance	057-202-1000	PAYROLL LIABILITIES	61.70
TEXAS ASSOCIATION OF CO	11/10/2021	INV0000648	11/10/2021	Health Insurance	250-202-1000	PAYROLL LIABILITIES	1,462.02
TEXAS ASSOCIATION OF CO	11/10/2021	INV0000654	11/10/2021	Vision Insurance	010-202-1000	PAYROLL LIABILITIES	338.96
TEXAS ASSOCIATION OF CO	11/10/2021	INV0000654	11/10/2021	Vision Insurance	010-202-1000	PAYROLL LIABILITIES	-3.10
TEXAS ASSOCIATION OF CO	11/10/2021	INV0000654	11/10/2021	Vision Insurance	020-202-1000	PAYROLL LIABILITIES	6.20
TEXAS ASSOCIATION OF CO	11/10/2021	INV0000654	11/10/2021	Vision Insurance	021-202-1000	PAYROLL LIABILITIES	24.34

Expense Approval Register

Packet: APPKT00711 - PAYROLL #23 11.10.2021

Vendor Name	Post Date	Payable Number	Payable Date	Description (Item)	Account Number	Account Name	Amount
TEXAS ASSOCIATION OF CO	11/10/2021	INV0000654	11/10/2021	Vision Insurance	022-202-1000	PAYROLL LIABILITIES	24.48
TEXAS ASSOCIATION OF CO	11/10/2021	INV0000654	11/10/2021	Vision Insurance	023-202-1000	PAYROLL LIABILITIES	24.04
TEXAS ASSOCIATION OF CO	11/10/2021	INV0000654	11/10/2021	Vision Insurance	024-202-1000	PAYROLL LIABILITIES	27.44
TEXAS ASSOCIATION OF CO	11/10/2021	INV0000654	11/10/2021	Vision Insurance	057-202-1000	PAYROLL LIABILITIES	0.60
TEXAS ASSOCIATION OF CO	11/10/2021	INV0000654	11/10/2021	Vision Insurance	250-202-1000	PAYROLL LIABILITIES	6.22
TEXAS ASSOCIATION OF CO	11/24/2021	INV0000665	11/24/2021	Health Insurance	010-202-1000	PAYROLL LIABILITIES	71,571.75
TEXAS ASSOCIATION OF CO	11/24/2021	INV0000665	11/24/2021	Health Insurance	010-202-1000	PAYROLL LIABILITIES	-487.34
TEXAS ASSOCIATION OF CO	11/24/2021	INV0000665	11/24/2021	Health Insurance	020-202-1000	PAYROLL LIABILITIES	974.68
TEXAS ASSOCIATION OF CO	11/24/2021	INV0000665	11/24/2021	Health Insurance	021-202-1000	PAYROLL LIABILITIES	3,661.56
TEXAS ASSOCIATION OF CO	11/24/2021	INV0000665	11/24/2021	Health Insurance	022-202-1000	PAYROLL LIABILITIES	3,411.38
TEXAS ASSOCIATION OF CO	11/24/2021	INV0000665	11/24/2021	Health Insurance	023-202-1000	PAYROLL LIABILITIES	3,411.38
TEXAS ASSOCIATION OF CO	11/24/2021	INV0000665	11/24/2021	Health Insurance	024-202-1000	PAYROLL LIABILITIES	3,411.38
TEXAS ASSOCIATION OF CO	11/24/2021	INV0000665	11/24/2021	Health Insurance	057-202-1000	PAYROLL LIABILITIES	48.08
TEXAS ASSOCIATION OF CO	11/24/2021	INV0000666	11/24/2021	Health Insurance	250-202-1000	PAYROLL LIABILITIES	1,462.02
TEXAS ASSOCIATION OF CO	11/24/2021	INV0000672	11/24/2021	Vision Insurance	010-202-1000	PAYROLL LIABILITIES	335.86
TEXAS ASSOCIATION OF CO	11/24/2021	INV0000672	11/24/2021	Vision Insurance	010-202-1000	PAYROLL LIABILITIES	6.20
TEXAS ASSOCIATION OF CO	11/24/2021	INV0000672	11/24/2021	Vision Insurance	020-202-1000	PAYROLL LIABILITIES	6.20
TEXAS ASSOCIATION OF CO	11/24/2021	INV0000672	11/24/2021	Vision Insurance	021-202-1000	PAYROLL LIABILITIES	24.34
TEXAS ASSOCIATION OF CO	11/24/2021	INV0000672	11/24/2021	Vision Insurance	022-202-1000	PAYROLL LIABILITIES	24.48
TEXAS ASSOCIATION OF CO	11/24/2021	INV0000672	11/24/2021	Vision Insurance	023-202-1000	PAYROLL LIABILITIES	24.04
TEXAS ASSOCIATION OF CO	11/24/2021	INV0000672	11/24/2021	Vision Insurance	024-202-1000	PAYROLL LIABILITIES	27.44
TEXAS ASSOCIATION OF CO	11/24/2021	INV0000672	11/24/2021	Vision Insurance	057-202-1000	PAYROLL LIABILITIES	0.60
TEXAS ASSOCIATION OF CO	11/24/2021	INV0000672	11/24/2021	Vision Insurance	250-202-1000	PAYROLL LIABILITIES	6.22
TEXAS ASSOCIATION OF CO	11/30/2021	INV0000766	11/30/2021	HEALTH COBRA	010-202-1000	PAYROLL LIABILITIES	974.68
TEXAS ASSOCIATION OF CO	11/30/2021	INV0000767	11/30/2021	COUNTY JUDGE	010-400-2060	DISABILITY	19.72
TEXAS ASSOCIATION OF CO	11/30/2021	INV0000767	11/30/2021	COUNTY CLERK	010-403-2060	DISABILITY	88.23
TEXAS ASSOCIATION OF CO	11/30/2021	INV0000767	11/30/2021	COUNT COURT	010-426-2060	DISABILITY	19.21
TEXAS ASSOCIATION OF CO	11/30/2021	INV0000767	11/30/2021	DISTRICT COURT	010-435-2060	DISABILITY	72.93
TEXAS ASSOCIATION OF CO	11/30/2021	INV0000767	11/30/2021	DISTRICT CLERK	010-450-2060	DISABILITY	51.34
TEXAS ASSOCIATION OF CO	11/30/2021	INV0000767	11/30/2021	JP1	010-455-2060	DISABILITY	43.35
TEXAS ASSOCIATION OF CO	11/30/2021	INV0000767	11/30/2021	JP2	010-456-2060	DISABILITY	15.81
TEXAS ASSOCIATION OF CO	11/30/2021	INV0000767	11/30/2021	COUNTY ATTORNEY	010-475-2060	DISABILITY	36.89
TEXAS ASSOCIATION OF CO	11/30/2021	INV0000767	11/30/2021	DISTRICT ATTORNEY	010-476-2060	DISABILITY	76.33
TEXAS ASSOCIATION OF CO	11/30/2021	INV0000767	11/30/2021	PRE-TRIAL	010-480-2060	DISABILITY	18.87
TEXAS ASSOCIATION OF CO	11/30/2021	INV0000767	11/30/2021	COUNTY AUDITOR	010-495-2060	DISABILITY	44.71
TEXAS ASSOCIATION OF CO	11/30/2021	INV0000767	11/30/2021	COUNTY TREASURER	010-497-2060	DISABILITY	27.54
TEXAS ASSOCIATION OF CO	11/30/2021	INV0000767	11/30/2021	TAX ASSESSOR COLLECTOR	010-499-2060	DISABILITY	138.38
TEXAS ASSOCIATION OF CO	11/30/2021	INV0000767	11/30/2021	INFORMATION	010-503-2060	DISABILITY	21.25
TEXAS ASSOCIATION OF CO	11/30/2021	INV0000767	11/30/2021	FACILITIES	010-516-2060	DISABILITY	52.70
TEXAS ASSOCIATION OF CO	11/30/2021	INV0000767	11/30/2021	AMBULANCE EMS	010-540-2060	DISABILITY	223.55
TEXAS ASSOCIATION OF CO	11/30/2021	INV0000767	11/30/2021	FIRE MARSHALL	010-544-2060	DISABILITY	19.72
TEXAS ASSOCIATION OF CO	11/30/2021	INV0000767	11/30/2021	COUNTY SHERIFF	010-560-2060	DISABILITY	386.07
TEXAS ASSOCIATION OF CO	11/30/2021	INV0000767	11/30/2021	COUNTY JAIL	010-561-2060	DISABILITY	362.10
TEXAS ASSOCIATION OF CO	11/30/2021	INV0000767	11/30/2021	EMS	010-580-2060	DISABILITY	20.23

Expense Approval Register

Packet: APPKT00711 - PAYROLL #23 11.10.2021

Vendor Name	Post Date	Payable Number	Payable Date	Description (Item)	Account Number	Account Name	Amount
TEXAS ASSOCIATION OF CO	11/30/2021	INV0000767	11/30/2021	COMMUNICATIONS	010-581-2060	DISABILITY	116.45
TEXAS ASSOCIATION OF CO	11/30/2021	INV0000767	11/30/2021	DPS	010-582-2060	DISABILITY	14.96
TEXAS ASSOCIATION OF CO	11/30/2021	INV0000767	11/30/2021	ENVIRONMENTAL	010-600-2060	DISABILITY	34.34
TEXAS ASSOCIATION OF CO	11/30/2021	INV0000767	11/30/2021	ROAD AND BRIDGE	020-610-2060	DISABILITY	64.77
TEXAS ASSOCIATION OF CO	11/30/2021	INV0000767	11/30/2021	PRECINCT 1	021-611-2060	DISABILITY	97.07
TEXAS ASSOCIATION OF CO	11/30/2021	INV0000767	11/30/2021	PRECINCT 2	022-612-2060	DISABILITY	123.93
TEXAS ASSOCIATION OF CO	11/30/2021	INV0000767	11/30/2021	PRECINCT 3	023-613-2060	DISABILITY	102.68
TEXAS ASSOCIATION OF CO	11/30/2021	INV0000767	11/30/2021	PRECINCT 4	024-614-2060	DISABILITY	105.23
TEXAS ASSOCIATION OF CO	11/30/2021	INV0000767	11/30/2021	JUVENILE PROBATION	250-572-2060	DISABILITY	58.82
Vendor TEXAS ASSOCIATION OF COUNTY O Total:							179,266.20
Grand Total:							186,695.80

Fund Summary

Fund	Expense Amount
010 - GENERAL	151,449.73
020 - ROAD & BRIDGE	2,085.49
021 - PRECINCT - I	7,828.11
022 - PRECINCT - II	7,244.89
023 - PRECINCT - III	7,357.00
024 - PRECINCT - IIII	7,442.79
057 - HOT CHECK - COUNTY ATTORNEY	118.29
250 - JUVENILE PROBATION	3,169.50
Grand Total:	186,695.80

Account Summary

Account Number	Account Name	Expense Amount
010-202-1000	PAYROLL LIABILITIES	149,545.05
010-400-2060	DISABILITY	19.72
010-403-2060	DISABILITY	88.23
010-426-2060	DISABILITY	19.21
010-435-2060	DISABILITY	72.93
010-450-2060	DISABILITY	51.34
010-455-2060	DISABILITY	43.35
010-456-2060	DISABILITY	15.81
010-475-2060	DISABILITY	36.89
010-476-2060	DISABILITY	76.33
010-480-2060	DISABILITY	18.87
010-495-2060	DISABILITY	44.71
010-497-2060	DISABILITY	27.54
010-499-2060	DISABILITY	138.38
010-503-2060	DISABILITY	21.25
010-516-2060	DISABILITY	52.70
010-540-2060	DISABILITY	223.55
010-544-2060	DISABILITY	19.72
010-560-2060	DISABILITY	386.07
010-561-2060	DISABILITY	362.10
010-580-2060	DISABILITY	20.23
010-581-2060	DISABILITY	116.45
010-582-2060	DISABILITY	14.96
010-600-2060	DISABILITY	34.34
020-202-1000	PAYROLL LIABILITIES	2,020.72
020-610-2060	DISABILITY	64.77
021-202-1000	PAYROLL LIABILITIES	7,731.04
021-611-2060	DISABILITY	97.07
022-202-1000	PAYROLL LIABILITIES	7,120.96
022-612-2060	DISABILITY	123.93

Account Summary

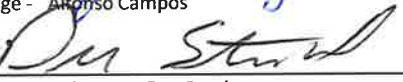
Account Number	Account Name	Expense Amount
023-202-1000	PAYROLL LIABILITIES	7,254.32
023-613-2060	DISABILITY	102.68
024-202-1000	PAYROLL LIABILITIES	7,337.56
024-614-2060	DISABILITY	105.23
057-202-1000	PAYROLL LIABILITIES	118.29
250-202-1000	PAYROLL LIABILITIES	3,110.68
250-572-2060	DISABILITY	58.82
Grand Total:		186,695.80

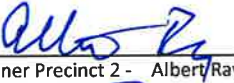
Project Account Summary

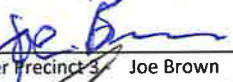
Project Account Key	Expense Amount
None	186,695.80
Grand Total:	186,695.80

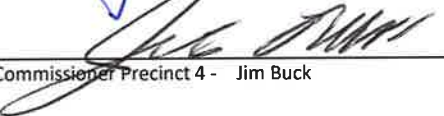
Authorization Signatures


County Judge - Alfonso Campos


Commissioner Precinct 1 - Dee Stephens


Commissioner Precinct 2 - Albert Ray


Commissioner Precinct 3 - Joe Brown


Commissioner Precinct 4 - Jim Buck



Erath County, TX

Expense Approval Register

Packet: APPKT00721 - QTR 12/31/2021 DYED DIESEL REPORT

Vendor Name	Post Date	Payable Number	Payable Date	Description (Item)	Account Number	Account Name	Amount
Vendor: STATE COMPTROLLER (ACH VENDOR)							
STATE COMPTROLLER (AC	01/19/2022	12/31/21 QTR	01/19/2022	QTR 12/31/2021 DYED DIES	010-543-4250	FUEL	62.67
STATE COMPTROLLER (AC	01/19/2022	12/31/21 QTR	01/19/2022	QTR 12/31/2021 DYED DIES	020-610-4250	FUEL	26.98
STATE COMPTROLLER (AC	01/19/2022	12/31/21 QTR	01/19/2022	QTR 12/31/2021 DYED DIES	021-611-4250	FUEL	245.06
STATE COMPTROLLER (AC	01/19/2022	12/31/21 QTR	01/19/2022	QTR 12/31/2021 DYED DIES	023-613-4250	FUEL	247.49
STATE COMPTROLLER (AC	01/19/2022	12/31/21 QTR	01/19/2022	QTR 12/31/2021 DYED DIES	024-614-4250	FUEL	75.00
Vendor STATE COMPTROLLER (ACH VENDOR) Total:							657.20
Grand Total:							657.20

Fund Summary

Fund	Expense Amount
010 - GENERAL	62.67
020 - ROAD & BRIDGE	26.98
021 - PRECINCT - I	245.06
023 - PRECINCT - III	247.49
024 - PRECINCT - IIII	75.00
Grand Total:	657.20

Account Summary

Account Number	Account Name	Expense Amount
010-543-4250	FUEL	62.67
020-610-4250	FUEL	26.98
021-611-4250	FUEL	245.06
023-613-4250	FUEL	247.49
024-614-4250	FUEL	75.00
Grand Total:		657.20

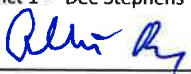
Project Account Summary

Project Account Key	Expense Amount
None	657.20
Grand Total:	657.20

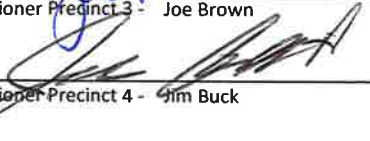
Authorization Signatures


County Judge - Alfonso Campos


Commissioner Precinct 1 - Dee Stephens


Commissioner Precinct 2 - Albert Ray


Commissioner Precinct 3 - Joe Brown


Commissioner Precinct 4 - Jim Buck



Erath County, TX

Expense Approval Register

Packet: APPKT00708 - RPP 01122022

Vendor Name	Post Date	Payable Number	Payable Date	Description (Item)	Account Number	Account Name	Amount
Vendor: ATMOS ENERGY CORPORATION, INC							
ATMOS ENERGY CORPORATI	01/12/2022	PCT 2 1/2022	01/12/2022	ACCOUNT 3035190274 12/	022-612-4400	UTILITIES	73.78
Vendor ATMOS ENERGY CORPORATION, INC Total:							73.78
Vendor: CASA FOR THE CROSS TIMBERS AR							
CASA FOR THE CROSS TIMB	01/12/2022	JUROR LIST 1/6/22	01/12/2022	DONATIONS 1/6/2022	015-435-4833	JUROR - DONATIONS	50.00
Vendor CASA FOR THE CROSS TIMBERS AR Total:							50.00
Vendor: CITY OF STEPHENVILLE							
CITY OF STEPHENVILLE	01/12/2022	INV01159	01/05/2022	FIBER OPTIC LEASE	010-516-4225	DATA SERVICES	300.00
Vendor CITY OF STEPHENVILLE Total:							300.00
Vendor: CROSS TIMBERS FAMILY SERVICES							
CROSS TIMBERS FAMILY SER	01/12/2022	JUROR 1/69/22	01/12/2022	DONATIONS 1/6/2022	015-435-4833	JUROR - DONATIONS	130.00
Vendor CROSS TIMBERS FAMILY SERVICES Total:							130.00
Vendor: ERATH CO CHILD WELFARE BOARD							
ERATH CO CHILD WELFARE	01/12/2022	JUROR 1/6/2022	01/12/2022	DONATIONS 1/6/2022	015-435-4833	JUROR - DONATIONS	100.00
Vendor ERATH CO CHILD WELFARE BOARD Total:							100.00
Vendor: ERATH COUNTY TREASURER							
ERATH COUNTY TREASURER	01/12/2022	JUROR 1/6/2022	01/12/2022	JURORS 1/6/2022	010-102-0000	PETTY CASH	370.00
Vendor ERATH COUNTY TREASURER Total:							370.00
Vendor: GREATAMERICA LEASING CORPORAT							
GREATAMERICA LEASING C	01/12/2022	30812599	01/06/2022	VETERANS COPIER LEASE	010-405-4600	LEASE - EQUIPMENT	79.00
GREATAMERICA LEASING C	01/12/2022	30812600	01/06/2022	TAX DMV COPIER LEASE	010-499-4600	LEASE - EQUIPMENT	115.00
GREATAMERICA LEASING C	01/12/2022	30812601	01/06/2022	TREASURER COPIER LEASE	010-497-4600	LEASE - EQUIPMENT	68.94
Vendor GREATAMERICA LEASING CORPORAT Total:							262.94
Vendor: PALUXY RIVER CHILDREN'S ADVOC							
PALUXY RIVER CHILDREN'S	01/12/2022	JUROR 1/6/2022	01/12/2022	DONATIONS 1/6/2022	015-435-4833	JUROR - DONATIONS	60.00
Vendor PALUXY RIVER CHILDREN'S ADVOC Total:							60.00
Vendor: REPUBLIC SERVICES							
REPUBLIC SERVICES	01/12/2022	0058-001009858	12/31/2021	ACCOUNT 3-0058-2904176	024-614-4400	UTILITIES	118.89
Vendor REPUBLIC SERVICES Total:							118.89
Vendor: VYVE							
VYVE	01/12/2022	COUNTY 1/3/2022	01/12/2022	ACCOUNT 300-588745	010-516-4225	DATA SERVICES	14,596.50
VYVE	01/12/2022	TAX 1/3/2022	01/12/2022	ACCOUNT 300-064114	010-516-4220	INTERNET	176.05
Vendor VYVE Total:							14,772.55
Grand Total:							16,238.16

Fund Summary

Fund	Expense Amount
010 - GENERAL	15,705.49
015 - JUDICIAL	340.00
022 - PRECINCT - II	73.78
024 - PRECINCT - IIII	118.89
Grand Total:	16,238.16

Account Summary

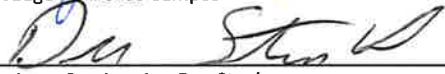
Account Number	Account Name	Expense Amount
010-102-0000	PETTY CASH	370.00
010-405-4600	LEASE - EQUIPMENT	79.00
010-497-4600	LEASE - EQUIPMENT	68.94
010-499-4600	LEASE - EQUIPMENT	115.00
010-516-4220	INTERNET	176.05
010-516-4225	DATA SERVICES	14,896.50
015-435-4833	JUROR - DONATIONS	340.00
022-612-4400	UTILITIES	73.78
024-614-4400	UTILITIES	118.89
Grand Total:		16,238.16

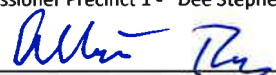
Project Account Summary

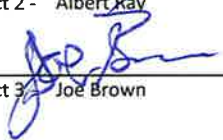
Project Account Key	Expense Amount
None	16,238.16
Grand Total:	16,238.16

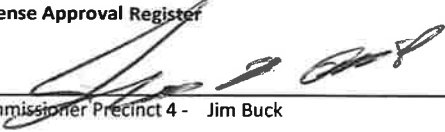
Authorization Signatures


 County Judge - Alfonso Campos


 Commissioner Precinct 1 - Dee Stephens


 Commissioner Precinct 2 - Albert Ray


 Commissioner Precinct 3 - Joe Brown



Commissioner Precinct 4 - Jim Buck



Erath County, TX

Expense Approval Register
Packet: APPKT00713 - RPP 01142022

Vendor Name	Post Date	Payable Number	Payable Date	Description (Item)	Account Number	Account Name	Amount
Vendor: TRAVIS CO CONSTABLE 5							
TRAVIS CO CONSTABLE 5	01/14/2022	CV36329	01/13/2022	CV36329	010-208-0000	DUE TO OTHERS	240.00
Vendor TRAVIS CO CONSTABLE 5 Total:							240.00
Vendor: TRAVIS COUNTY CONSTABLE PCT 3							
TRAVIS COUNTY CONSTABL	01/14/2022	CV36329	01/13/2022	CV36329	010-208-0000	DUE TO OTHERS	80.00
Vendor TRAVIS COUNTY CONSTABLE PCT 3 Total:							80.00
Grand Total:							320.00

Fund Summary

Fund	Expense Amount
010 - GENERAL	320.00
Grand Total:	320.00

Account Summary

Account Number	Account Name	Expense Amount
010-208-0000	DUE TO OTHERS	320.00
Grand Total:		320.00

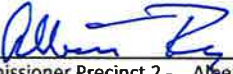
Project Account Summary

Project Account Key	Expense Amount
None	320.00
Grand Total:	320.00

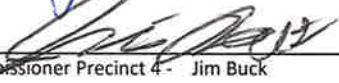
Authorization Signatures


County Judge - Alfonso Campos


Commissioner Precinct 1 - Dee Stephens


Commissioner Precinct 2 - Albert Ray


Commissioner Precinct 3 - Joe Brown


Commissioner Precinct 4 - Jim Buck



Erath County, TX

Expense Approval Register

Packet: APPKT00716 - RPP 01182022

Vendor Name	Post Date	Payable Number	Payable Date	Description (Item)	Account Number	Account Name	Amount
Vendor: AT&T MOBILITY LLC							
AT&T MOBILITY LLC	01/18/2022	12272021	01/18/2022	ATT	010-400-4200	TELEPHONE	40.51
AT&T MOBILITY LLC	01/18/2022	12272021	01/18/2022	ATT	010-455-4200	TELEPHONE	40.51
AT&T MOBILITY LLC	01/18/2022	12272021	01/18/2022	ATT	010-456-4200	TELEPHONE	40.51
AT&T MOBILITY LLC	01/18/2022	12272021	01/18/2022	ATT	010-475-4200	TELEPHONE	40.51
AT&T MOBILITY LLC	01/18/2022	12272021	01/18/2022	ATT	010-476-4200	TELEPHONE	48.10
AT&T MOBILITY LLC	01/18/2022	12272021	01/18/2022	ATT	010-490-4200	TELEPHONE	47.23
AT&T MOBILITY LLC	01/18/2022	12272021	01/18/2022	ATT	010-495-4220	INTERNET	35.00
AT&T MOBILITY LLC	01/18/2022	12272021	01/18/2022	ATT	010-497-4200	TELEPHONE	40.51
AT&T MOBILITY LLC	01/18/2022	12272021	01/18/2022	ATT	010-499-4200	TELEPHONE	40.51
AT&T MOBILITY LLC	01/18/2022	12272021	01/18/2022	ATT	010-503-4200	TELEPHONE	40.51
AT&T MOBILITY LLC	01/18/2022	12272021	01/18/2022	ATT	010-516-4225	DATA SERVICES	81.02
AT&T MOBILITY LLC	01/18/2022	12272021	01/18/2022	ATT	010-540-4200	TELEPHONE	163.36
AT&T MOBILITY LLC	01/18/2022	12272021	01/18/2022	ATT	010-540-4220	INTERNET	175.00
AT&T MOBILITY LLC	01/18/2022	12272021	01/18/2022	ATT	010-543-4220	INTERNET	105.00
AT&T MOBILITY LLC	01/18/2022	12272021	01/18/2022	ATT	010-544-4200	TELEPHONE	40.51
AT&T MOBILITY LLC	01/18/2022	12272021	01/18/2022	ATT	010-550-4220	INTERNET	35.00
AT&T MOBILITY LLC	01/18/2022	12272021	01/18/2022	ATT	010-552-4200	TELEPHONE	40.51
AT&T MOBILITY LLC	01/18/2022	12272021	01/18/2022	ATT	010-552-4220	INTERNET	35.00
AT&T MOBILITY LLC	01/18/2022	12272021	01/18/2022	ATT	010-560-4200	TELEPHONE	1,946.31
AT&T MOBILITY LLC	01/18/2022	12272021	01/18/2022	ATT	010-560-4220	INTERNET	875.00
AT&T MOBILITY LLC	01/18/2022	12272021	01/18/2022	ATT	010-561-4200	TELEPHONE	40.51
AT&T MOBILITY LLC	01/18/2022	12272021	01/18/2022	ATT	010-580-4200	TELEPHONE	40.51
AT&T MOBILITY LLC	01/18/2022	12272021	01/18/2022	ATT	010-580-4220	INTERNET	35.00
AT&T MOBILITY LLC	01/18/2022	12272021	01/18/2022	ATT	010-581-4200	TELEPHONE	40.51
AT&T MOBILITY LLC	01/18/2022	12272021	01/18/2022	ATT	010-600-4200	TELEPHONE	40.51
AT&T MOBILITY LLC	01/18/2022	12272021	01/18/2022	ATT	010-645-4200	TELEPHONE	40.51
AT&T MOBILITY LLC	01/18/2022	12272021	01/18/2022	ATT	250-572-4200	TELEPHONE	121.53
Vendor AT&T MOBILITY LLC Total:							4,269.69
Vendor: CITY OF STEPHENVILLE							
CITY OF STEPHENVILLE	01/18/2022	FITNESS CTR 1/2022	01/18/2022	ACCOUNT 82-0375-03 12/6	010-516-4400	UTILITIES	97.15
CITY OF STEPHENVILLE	01/18/2022	INDIGENT 1/2022	01/18/2022	ACCOUNT 82-0390-01 12/6	010-516-4400	UTILITIES	142.73
CITY OF STEPHENVILLE	01/18/2022	JAIL 1/2022	01/18/2022	ACCOUNT 82-0384-00 12/6	010-516-4400	UTILITIES	5,671.73
CITY OF STEPHENVILLE	01/18/2022	MAINT BARN 1/2022	01/18/2022	ACCOUNT 82-0408-00 12/6	020-610-4400	UTILITIES	513.10
CITY OF STEPHENVILLE	01/18/2022	VOL FIRE 1/2022	01/18/2022	ACCOUNT 82-0409-00 12/6	010-516-4400	UTILITIES	364.12
Vendor CITY OF STEPHENVILLE Total:							6,788.83

Expense Approval Register

Packet: APPKT00716 - RPP 01182022

Vendor Name	Post Date	Payable Number	Payable Date	Description (Item)	Account Number	Account Name	Amount
Vendor: DISH NETWORK, LLC							
DISH NETWORK, LLC	01/18/2022	01-10-2022	01/18/2022	ACCOUNT 8255-1010-1012-	010-540-4400	UTILITIES	75.34
DISH NETWORK, LLC	01/18/2022	01-10-2022	01/18/2022	ACCOUNT 8255-1010-1012-	010-543-4400	UTILITIES	75.35
Vendor DISH NETWORK, LLC Total:							150.69
Vendor: ENTERPRISE FM TRUST							
ENTERPRISE FM TRUST	01/18/2022	FBN4370146	01/18/2022	MONTHLY LEASE	010-550-4660	LEASE - VEHICLES	655.78
ENTERPRISE FM TRUST	01/18/2022	FBN4370146	01/18/2022	MONTHLY LEASE	010-552-4660	LEASE - VEHICLES	622.46
ENTERPRISE FM TRUST	01/18/2022	FBN4370146	01/18/2022	MONTHLY LEASE - ADMIN	010-560-4660	LEASE - VEHICLES	1,675.25
ENTERPRISE FM TRUST	01/18/2022	FBN4370146	01/18/2022	MONTHLY LEASE PATROL	010-560-4660	LEASE - VEHICLES	6,018.12
ENTERPRISE FM TRUST	01/18/2022	FBN4370146	01/18/2022	MONTHLY LEASE	022-612-4660	LEASE - VEHICLES	743.36
ENTERPRISE FM TRUST	01/18/2022	FBN4370146	01/18/2022	MONTHLY LEASE	023-613-4660	LEASE - VEHICLES	932.25
Vendor ENTERPRISE FM TRUST Total:							10,647.22
Vendor: GREATAMERICA LEASING CORPORAT							
GREATAMERICA LEASING C	01/18/2022	30855682	01/13/2022	ENVIRONMENTAL COPIER L	010-600-4600	LEASE - EQUIPMENT	79.00
Vendor GREATAMERICA LEASING CORPORAT Total:							79.00
Vendor: TEXAS PARKS AND WILDLIFE							
TEXAS PARKS AND WILDLIFE	01/18/2022	CR15391	01/12/2022	CR15391 R WEATHEREAD	010-208-0000	DUE TO OTHERS	3,200.00
Vendor TEXAS PARKS AND WILDLIFE Total:							3,200.00
Vendor: UNITED COOPERATIVE SERVICES							
UNITED COOPERATIVE SERV	01/18/2022	MORGAN MILL 1/2022	01/18/2022	ACCOUNT 215690-001 12/8	010-581-4400	UTILITIES	26.69
Vendor UNITED COOPERATIVE SERVICES Total:							26.69
Grand Total:							25,162.12

Fund Summary

Fund	Expense Amount
010 - GENERAL	22,851.88
020 - ROAD & BRIDGE	513.10
022 - PRECINCT - II	743.36
023 - PRECINCT - III	932.25
250 - JUVENILE PROBATION	121.53
Grand Total:	25,162.12

Account Summary

Account Number	Account Name	Expense Amount
010-208-0000	DUE TO OTHERS	3,200.00
010-400-4200	TELEPHONE	40.51
010-455-4200	TELEPHONE	40.51
010-456-4200	TELEPHONE	40.51
010-475-4200	TELEPHONE	40.51
010-476-4200	TELEPHONE	48.10
010-490-4200	TELEPHONE	47.23
010-495-4220	INTERNET	35.00
010-497-4200	TELEPHONE	40.51
010-499-4200	TELEPHONE	40.51
010-503-4200	TELEPHONE	40.51
010-516-4225	DATA SERVICES	81.02
010-516-4400	UTILITIES	6,275.73
010-540-4200	TELEPHONE	163.36
010-540-4220	INTERNET	175.00
010-540-4400	UTILITIES	75.34
010-543-4220	INTERNET	105.00
010-543-4400	UTILITIES	75.35
010-544-4200	TELEPHONE	40.51
010-550-4220	INTERNET	35.00
010-550-4660	LEASE - VEHICLES	655.78
010-552-4200	TELEPHONE	40.51
010-552-4220	INTERNET	35.00
010-552-4660	LEASE - VEHICLES	622.46
010-560-4200	TELEPHONE	1,946.31
010-560-4220	INTERNET	875.00
010-560-4660	LEASE - VEHICLES	7,693.37
010-561-4200	TELEPHONE	40.51
010-580-4200	TELEPHONE	40.51
010-580-4220	INTERNET	35.00
010-581-4200	TELEPHONE	40.51
010-581-4400	UTILITIES	26.69
010-600-4200	TELEPHONE	40.51

Account Summary

Account Number	Account Name	Expense Amount
010-600-4600	LEASE - EQUIPMENT	79.00
010-645-4200	TELEPHONE	40.51
020-610-4400	UTILITIES	513.10
022-612-4660	LEASE - VEHICLES	743.36
023-613-4660	LEASE - VEHICLES	932.25
250-572-4200	TELEPHONE	121.53
Grand Total:		25,162.12

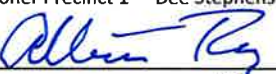
Project Account Summary

Project Account Key	Expense Amount
None	25,162.12
Grand Total:	25,162.12

Authorization Signatures


County Judge - Alfonso Campos


Commissioner Precinct 1 - Dee Stephens


Commissioner Precinct 2 - Albert Ray


Commissioner Precinct 3 - Joe Brown


Commissioner Precinct 4 - Jim Buck



Erath County, TX

Expense Approval Register

Packet: APPKT00730 - PAYROLL #25 12.08.2021

Vendor Name	Post Date	Payable Number	Payable Date	Description (Item)	Account Number	Account Name	Amount
Vendor: AMERITAS DENTAL INSURANCE							
AMERITAS DENTAL INSURA	12/09/2021	INV0000704	12/09/2021	Dental Insurance	010-202-1000	PAYROLL LIABILITIES	2,921.38
AMERITAS DENTAL INSURA	12/09/2021	INV0000704	12/09/2021	Dental Insurance	010-202-1000	PAYROLL LIABILITIES	-144.72
AMERITAS DENTAL INSURA	12/09/2021	INV0000704	12/09/2021	Dental Insurance	020-202-1000	PAYROLL LIABILITIES	29.48
AMERITAS DENTAL INSURA	12/09/2021	INV0000704	12/09/2021	Dental Insurance	021-202-1000	PAYROLL LIABILITIES	217.84
AMERITAS DENTAL INSURA	12/09/2021	INV0000704	12/09/2021	Dental Insurance	022-202-1000	PAYROLL LIABILITIES	124.62
AMERITAS DENTAL INSURA	12/09/2021	INV0000704	12/09/2021	Dental Insurance	023-202-1000	PAYROLL LIABILITIES	174.96
AMERITAS DENTAL INSURA	12/09/2021	INV0000704	12/09/2021	Dental Insurance	024-202-1000	PAYROLL LIABILITIES	229.96
AMERITAS DENTAL INSURA	12/09/2021	INV0000704	12/09/2021	Dental Insurance	057-202-1000	PAYROLL LIABILITIES	3.86
AMERITAS DENTAL INSURA	12/09/2021	INV0000705	12/09/2021	Dental Insurance	250-202-1000	PAYROLL LIABILITIES	87.10
AMERITAS DENTAL INSURA	12/23/2021	INV0000725	12/23/2021	Dental Insurance	010-202-1000	PAYROLL LIABILITIES	-170.88
AMERITAS DENTAL INSURA	12/23/2021	INV0000725	12/23/2021	Dental Insurance	010-202-1000	PAYROLL LIABILITIES	2,947.54
AMERITAS DENTAL INSURA	12/23/2021	INV0000725	12/23/2021	Dental Insurance	020-202-1000	PAYROLL LIABILITIES	29.48
AMERITAS DENTAL INSURA	12/23/2021	INV0000725	12/23/2021	Dental Insurance	021-202-1000	PAYROLL LIABILITIES	217.84
AMERITAS DENTAL INSURA	12/23/2021	INV0000725	12/23/2021	Dental Insurance	022-202-1000	PAYROLL LIABILITIES	124.62
AMERITAS DENTAL INSURA	12/23/2021	INV0000725	12/23/2021	Dental Insurance	023-202-1000	PAYROLL LIABILITIES	174.96
AMERITAS DENTAL INSURA	12/23/2021	INV0000725	12/23/2021	Dental Insurance	024-202-1000	PAYROLL LIABILITIES	229.96
AMERITAS DENTAL INSURA	12/23/2021	INV0000725	12/23/2021	Dental Insurance	057-202-1000	PAYROLL LIABILITIES	3.86
AMERITAS DENTAL INSURA	12/23/2021	INV0000726	12/23/2021	Dental Insurance	010-202-1000	PAYROLL LIABILITIES	11.00
AMERITAS DENTAL INSURA	12/23/2021	INV0000726	12/23/2021	Dental Insurance	250-202-1000	PAYROLL LIABILITIES	76.10
AMERITAS DENTAL INSURA	12/31/2021	INV0000768	12/31/2021	THURMAN, J.	010-202-1000	PAYROLL LIABILITIES	29.48
AMERITAS DENTAL INSURA	12/31/2021	INV0000768	12/31/2021	PHILLIPS, D.	010-202-1000	PAYROLL LIABILITIES	29.48
Vendor AMERITAS DENTAL INSURANCE Total:							7,347.92
Vendor: ERATH COUNTY UNITED WAY							
ERATH COUNTY UNITED WA	12/09/2021	INV0000716	12/09/2021	United Way Donation	010-202-1000	PAYROLL LIABILITIES	5.00
ERATH COUNTY UNITED WA	12/09/2021	INV0000716	12/09/2021	United Way Donation	010-202-1000	PAYROLL LIABILITIES	145.00
ERATH COUNTY UNITED WA	12/23/2021	INV0000737	12/23/2021	United Way Donation	010-202-1000	PAYROLL LIABILITIES	150.00
Vendor ERATH COUNTY UNITED WAY Total:							300.00
Vendor: GLOBE LIFE							
GLOBE LIFE	12/09/2021	INV0000707	12/09/2021	Globe Life Insurance	010-202-1000	PAYROLL LIABILITIES	339.34
GLOBE LIFE	12/09/2021	INV0000707	12/09/2021	Globe Life Insurance	010-202-1000	PAYROLL LIABILITIES	-17.01
GLOBE LIFE	12/09/2021	INV0000707	12/09/2021	Globe Life Insurance	022-202-1000	PAYROLL LIABILITIES	29.39
GLOBE LIFE	12/09/2021	INV0000707	12/09/2021	Globe Life Insurance	250-202-1000	PAYROLL LIABILITIES	53.04
GLOBE LIFE	12/09/2021	INV0000708	12/09/2021	Globe Life Insurance	010-202-1000	PAYROLL LIABILITIES	1,009.97
GLOBE LIFE	12/09/2021	INV0000708	12/09/2021	Globe Life Insurance	020-202-1000	PAYROLL LIABILITIES	72.68
GLOBE LIFE	12/09/2021	INV0000708	12/09/2021	Globe Life Insurance	022-202-1000	PAYROLL LIABILITIES	42.98
GLOBE LIFE	12/09/2021	INV0000708	12/09/2021	Globe Life Insurance	250-202-1000	PAYROLL LIABILITIES	52.78

Expense Approval Register

Packet: APPKT00730 - PAYROLL #25 12.08.2021

Vendor Name	Post Date	Payable Number	Payable Date	Description (Item)	Account Number	Account Name	Amount
GLOBE LIFE	12/23/2021	INV0000728	12/23/2021	Globe Life Insurance	010-202-1000	PAYROLL LIABILITIES	343.11
GLOBE LIFE	12/23/2021	INV0000728	12/23/2021	Globe Life Insurance	010-202-1000	PAYROLL LIABILITIES	-0.27
GLOBE LIFE	12/23/2021	INV0000728	12/23/2021	Globe Life Insurance	010-202-1000	PAYROLL LIABILITIES	-17.01
GLOBE LIFE	12/23/2021	INV0000728	12/23/2021	Globe Life Insurance	022-202-1000	PAYROLL LIABILITIES	29.39
GLOBE LIFE	12/23/2021	INV0000728	12/23/2021	Globe Life Insurance	250-202-1000	PAYROLL LIABILITIES	49.27
GLOBE LIFE	12/23/2021	INV0000729	12/23/2021	Globe Life Insurance	010-202-1000	PAYROLL LIABILITIES	1,016.90
GLOBE LIFE	12/23/2021	INV0000729	12/23/2021	Globe Life Insurance	020-202-1000	PAYROLL LIABILITIES	72.68
GLOBE LIFE	12/23/2021	INV0000729	12/23/2021	Globe Life Insurance	022-202-1000	PAYROLL LIABILITIES	42.98
GLOBE LIFE	12/23/2021	INV0000729	12/23/2021	Globe Life Insurance	250-202-1000	PAYROLL LIABILITIES	45.85
Vendor GLOBE LIFE Total:							3,166.07
Vendor: TEXAS ASSOCIATION OF COUNTY O							
TEXAS ASSOCIATION OF CO	12/09/2021	INV0000710	12/09/2021	Health Insurance	010-202-1000	PAYROLL LIABILITIES	-1,330.20
TEXAS ASSOCIATION OF CO	12/09/2021	INV0000710	12/09/2021	Health Insurance	010-202-1000	PAYROLL LIABILITIES	-1,320.90
TEXAS ASSOCIATION OF CO	12/09/2021	INV0000710	12/09/2021	Health Insurance	010-202-1000	PAYROLL LIABILITIES	72,302.16
TEXAS ASSOCIATION OF CO	12/09/2021	INV0000710	12/09/2021	Health Insurance	020-202-1000	PAYROLL LIABILITIES	974.68
TEXAS ASSOCIATION OF CO	12/09/2021	INV0000710	12/09/2021	Health Insurance	021-202-1000	PAYROLL LIABILITIES	3,661.56
TEXAS ASSOCIATION OF CO	12/09/2021	INV0000710	12/09/2021	Health Insurance	022-202-1000	PAYROLL LIABILITIES	3,411.38
TEXAS ASSOCIATION OF CO	12/09/2021	INV0000710	12/09/2021	Health Insurance	023-202-1000	PAYROLL LIABILITIES	3,411.38
TEXAS ASSOCIATION OF CO	12/09/2021	INV0000710	12/09/2021	Health Insurance	024-202-1000	PAYROLL LIABILITIES	3,411.38
TEXAS ASSOCIATION OF CO	12/09/2021	INV0000710	12/09/2021	Health Insurance	057-202-1000	PAYROLL LIABILITIES	61.70
TEXAS ASSOCIATION OF CO	12/09/2021	INV0000711	12/09/2021	Health Insurance	250-202-1000	PAYROLL LIABILITIES	1,462.02
TEXAS ASSOCIATION OF CO	12/09/2021	INV0000718	12/09/2021	Vision Insurance	010-202-1000	PAYROLL LIABILITIES	375.48
TEXAS ASSOCIATION OF CO	12/09/2021	INV0000718	12/09/2021	Vision Insurance	020-202-1000	PAYROLL LIABILITIES	6.20
TEXAS ASSOCIATION OF CO	12/09/2021	INV0000718	12/09/2021	Vision Insurance	021-202-1000	PAYROLL LIABILITIES	27.44
TEXAS ASSOCIATION OF CO	12/09/2021	INV0000718	12/09/2021	Vision Insurance	022-202-1000	PAYROLL LIABILITIES	27.28
TEXAS ASSOCIATION OF CO	12/09/2021	INV0000718	12/09/2021	Vision Insurance	023-202-1000	PAYROLL LIABILITIES	27.14
TEXAS ASSOCIATION OF CO	12/09/2021	INV0000718	12/09/2021	Vision Insurance	024-202-1000	PAYROLL LIABILITIES	27.44
TEXAS ASSOCIATION OF CO	12/09/2021	INV0000718	12/09/2021	Vision Insurance	057-202-1000	PAYROLL LIABILITIES	0.60
TEXAS ASSOCIATION OF CO	12/09/2021	INV0000718	12/09/2021	Vision Insurance	250-202-1000	PAYROLL LIABILITIES	3.10
TEXAS ASSOCIATION OF CO	12/23/2021	INV0000731	12/23/2021	Health Insurance	010-202-1000	PAYROLL LIABILITIES	73,263.78
TEXAS ASSOCIATION OF CO	12/23/2021	INV0000731	12/23/2021	Health Insurance	010-202-1000	PAYROLL LIABILITIES	-1,344.70
TEXAS ASSOCIATION OF CO	12/23/2021	INV0000731	12/23/2021	Health Insurance	010-202-1000	PAYROLL LIABILITIES	-1,330.20
TEXAS ASSOCIATION OF CO	12/23/2021	INV0000731	12/23/2021	Health Insurance	020-202-1000	PAYROLL LIABILITIES	974.68
TEXAS ASSOCIATION OF CO	12/23/2021	INV0000731	12/23/2021	Health Insurance	021-202-1000	PAYROLL LIABILITIES	3,661.56
TEXAS ASSOCIATION OF CO	12/23/2021	INV0000731	12/23/2021	Health Insurance	022-202-1000	PAYROLL LIABILITIES	3,411.38
TEXAS ASSOCIATION OF CO	12/23/2021	INV0000731	12/23/2021	Health Insurance	023-202-1000	PAYROLL LIABILITIES	3,411.38
TEXAS ASSOCIATION OF CO	12/23/2021	INV0000731	12/23/2021	Health Insurance	024-202-1000	PAYROLL LIABILITIES	3,411.38
TEXAS ASSOCIATION OF CO	12/23/2021	INV0000731	12/23/2021	Health Insurance	057-202-1000	PAYROLL LIABILITIES	61.74
TEXAS ASSOCIATION OF CO	12/23/2021	INV0000732	12/23/2021	Health Insurance	010-202-1000	PAYROLL LIABILITIES	148.11
TEXAS ASSOCIATION OF CO	12/23/2021	INV0000732	12/23/2021	Health Insurance	250-202-1000	PAYROLL LIABILITIES	1,313.91
TEXAS ASSOCIATION OF CO	12/23/2021	INV0000739	12/23/2021	Vision Insurance	010-202-1000	PAYROLL LIABILITIES	-3.98
TEXAS ASSOCIATION OF CO	12/23/2021	INV0000739	12/23/2021	Vision Insurance	010-202-1000	PAYROLL LIABILITIES	372.08
TEXAS ASSOCIATION OF CO	12/23/2021	INV0000739	12/23/2021	Vision Insurance	020-202-1000	PAYROLL LIABILITIES	6.20

Expense Approval Register

Packet: APPKT00730 - PAYROLL #25 12.08.2021

Vendor Name	Post Date	Payable Number	Payable Date	Description (Item)	Account Number	Account Name	Amount
TEXAS ASSOCIATION OF CO	12/23/2021	INV0000739	12/23/2021	Vision Insurance	021-202-1000	PAYROLL LIABILITIES	27.44
TEXAS ASSOCIATION OF CO	12/23/2021	INV0000739	12/23/2021	Vision Insurance	022-202-1000	PAYROLL LIABILITIES	27.28
TEXAS ASSOCIATION OF CO	12/23/2021	INV0000739	12/23/2021	Vision Insurance	023-202-1000	PAYROLL LIABILITIES	27.14
TEXAS ASSOCIATION OF CO	12/23/2021	INV0000739	12/23/2021	Vision Insurance	024-202-1000	PAYROLL LIABILITIES	27.44
TEXAS ASSOCIATION OF CO	12/23/2021	INV0000739	12/23/2021	Vision Insurance	057-202-1000	PAYROLL LIABILITIES	0.60
TEXAS ASSOCIATION OF CO	12/23/2021	INV0000739	12/23/2021	Vision Insurance	250-202-1000	PAYROLL LIABILITIES	9.32
TEXAS ASSOCIATION OF CO	12/31/2021	INV0000769	12/31/2021	THURMAN, J.	010-202-1000	PAYROLL LIABILITIES	958.86
TEXAS ASSOCIATION OF CO	12/31/2021	INV0000770	12/31/2021	THURMAN, J.	010-202-1000	PAYROLL LIABILITIES	6.20
TEXAS ASSOCIATION OF CO	12/31/2021	INV0000771	12/31/2021	COUNTY JUDGE	010-400-2060	DISABILITY	-37.23
TEXAS ASSOCIATION OF CO	12/31/2021	INV0000771	12/31/2021	COUNTY CLERK	010-403-2060	DISABILITY	94.01
TEXAS ASSOCIATION OF CO	12/31/2021	INV0000771	12/31/2021	COUNTY COURT	010-426-2060	DISABILITY	21.25
TEXAS ASSOCIATION OF CO	12/31/2021	INV0000771	12/31/2021	DISTRICT COURT	010-435-2060	DISABILITY	99.45
TEXAS ASSOCIATION OF CO	12/31/2021	INV0000771	12/31/2021	DISTRICT CLERK	010-450-2060	DISABILITY	57.46
TEXAS ASSOCIATION OF CO	12/31/2021	INV0000771	12/31/2021	JP 1	010-455-2060	DISABILITY	49.47
TEXAS ASSOCIATION OF CO	12/31/2021	INV0000771	12/31/2021	JP 2	010-456-2060	DISABILITY	17.85
TEXAS ASSOCIATION OF CO	12/31/2021	INV0000771	12/31/2021	COUNTY ATTORNEY	010-475-2060	DISABILITY	44.37
TEXAS ASSOCIATION OF CO	12/31/2021	INV0000771	12/31/2021	DISTRICT ATTORNEY	010-476-2060	DISABILITY	84.49
TEXAS ASSOCIATION OF CO	12/31/2021	INV0000771	12/31/2021	PRE-TRIAL	010-480-2060	DISABILITY	20.91
TEXAS ASSOCIATION OF CO	12/31/2021	INV0000771	12/31/2021	COUNTY AUDITOR	010-495-2060	DISABILITY	44.71
TEXAS ASSOCIATION OF CO	12/31/2021	INV0000771	12/31/2021	COUNTY TREASURER	010-497-2060	DISABILITY	47.26
TEXAS ASSOCIATION OF CO	12/31/2021	INV0000771	12/31/2021	TAX ASSESSOR COLLECTOR	010-499-2060	DISABILITY	193.80
TEXAS ASSOCIATION OF CO	12/31/2021	INV0000771	12/31/2021	INFORMATON TECHNOLOG	010-503-2060	DISABILITY	23.29
TEXAS ASSOCIATION OF CO	12/31/2021	INV0000771	12/31/2021	FACILITIES	010-516-2060	DISABILITY	84.66
TEXAS ASSOCIATION OF CO	12/31/2021	INV0000771	12/31/2021	AMBULANCE EMS	010-540-2060	DISABILITY	345.27
TEXAS ASSOCIATION OF CO	12/31/2021	INV0000771	12/31/2021	FIRE MARSHALL	010-544-2060	DISABILITY	21.76
TEXAS ASSOCIATION OF CO	12/31/2021	INV0000771	12/31/2021	COUNTY SHERRIFF	010-560-2060	DISABILITY	421.60
TEXAS ASSOCIATION OF CO	12/31/2021	INV0000771	12/31/2021	COUNTY JAIL	010-561-2060	DISABILITY	504.90
TEXAS ASSOCIATION OF CO	12/31/2021	INV0000771	12/31/2021	EMC	010-580-2060	DISABILITY	22.95
TEXAS ASSOCIATION OF CO	12/31/2021	INV0000771	12/31/2021	COMMUNICATIONS	010-581-2060	DISABILITY	225.59
TEXAS ASSOCIATION OF CO	12/31/2021	INV0000771	12/31/2021	DPS	010-582-2060	DISABILITY	17.00
TEXAS ASSOCIATION OF CO	12/31/2021	INV0000771	12/31/2021	ENVIRONMENTAL	010-600-2060	DISABILITY	58.14
TEXAS ASSOCIATION OF CO	12/31/2021	INV0000771	12/31/2021	AGRILIFE	010-665-2060	DISABILITY	13.43
TEXAS ASSOCIATION OF CO	12/31/2021	INV0000771	12/31/2021	ROAD AND BRIDGE	020-610-2060	DISABILITY	75.65
TEXAS ASSOCIATION OF CO	12/31/2021	INV0000771	12/31/2021	PRECINCT 1	021-611-2060	DISABILITY	126.31
TEXAS ASSOCIATION OF CO	12/31/2021	INV0000771	12/31/2021	PRECINCT 2	022-612-2060	DISABILITY	147.05
TEXAS ASSOCIATION OF CO	12/31/2021	INV0000771	12/31/2021	PRECINCT 3	023-613-2060	DISABILITY	125.80
TEXAS ASSOCIATION OF CO	12/31/2021	INV0000771	12/31/2021	PRECINCT 4	024-614-2060	DISABILITY	116.79
TEXAS ASSOCIATION OF CO	12/31/2021	INV0000771	12/31/2021	JUVENILE PROBATION	250-572-2060	DISABILITY	69.02
Vendor TEXAS ASSOCIATION OF COUNTY O Total:							178,118.45
Grand Total:							188,932.44

Fund Summary

Fund	Expense Amount
010 - GENERAL	153,171.39
020 - ROAD & BRIDGE	2,241.73
021 - PRECINCT - I	7,939.99
022 - PRECINCT - II	7,418.35
023 - PRECINCT - III	7,352.76
024 - PRECINCT - IIII	7,454.35
057 - HOT CHECK - COUNTY ATTORNEY	132.36
250 - JUVENILE PROBATION	3,221.51
Grand Total:	188,932.44

Account Summary

Account Number	Account Name	Expense Amount
010-202-1000	PAYROLL LIABILITIES	150,695.00
010-400-2060	DISABILITY	-37.23
010-403-2060	DISABILITY	94.01
010-426-2060	DISABILITY	21.25
010-435-2060	DISABILITY	99.45
010-450-2060	DISABILITY	57.46
010-455-2060	DISABILITY	49.47
010-456-2060	DISABILITY	17.85
010-475-2060	DISABILITY	44.37
010-476-2060	DISABILITY	84.49
010-480-2060	DISABILITY	20.91
010-495-2060	DISABILITY	44.71
010-497-2060	DISABILITY	47.26
010-499-2060	DISABILITY	193.80
010-503-2060	DISABILITY	23.29
010-516-2060	DISABILITY	84.66
010-540-2060	DISABILITY	345.27
010-544-2060	DISABILITY	21.76
010-560-2060	DISABILITY	421.60
010-561-2060	DISABILITY	504.90
010-580-2060	DISABILITY	22.95
010-581-2060	DISABILITY	225.59
010-582-2060	DISABILITY	17.00
010-600-2060	DISABILITY	58.14
010-665-2060	DISABILITY	13.43
020-202-1000	PAYROLL LIABILITIES	2,166.08
020-610-2060	DISABILITY	75.65
021-202-1000	PAYROLL LIABILITIES	7,813.68
021-611-2060	DISABILITY	126.31
022-202-1000	PAYROLL LIABILITIES	7,271.30

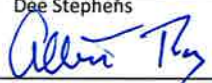
Account Summary		
Account Number	Account Name	Expense Amount
022-612-2060	DISABILITY	147.05
023-202-1000	PAYROLL LIABILITIES	7,226.96
023-613-2060	DISABILITY	125.80
024-202-1000	PAYROLL LIABILITIES	7,337.56
024-614-2060	DISABILITY	116.79
057-202-1000	PAYROLL LIABILITIES	132.36
250-202-1000	PAYROLL LIABILITIES	3,152.49
250-572-2060	DISABILITY	69.02
Grand Total:		188,932.44

Project Account Summary	
Project Account Key	Expense Amount
None	188,932.44
Grand Total:	188,932.44

Authorization Signatures


County Judge - Alfonso Campos


Commissioner Precinct 1 - Dee Stephens


Commissioner Precinct 2 - Albert Ray


Commissioner Precinct 3 - Joe Brown


Commissioner Precinct 4 - Jim Buck



Erath County, TX

Expense Approval Register

Packet: APPKT00726 - COMM COURT 01242022

Vendor Name	Post Date	Payable Number	Payable Date	Description (Item)	Account Number	Account Name	Amount
Vendor: A+ ANSWERING SERVICE & COMMUN							
A+ ANSWERING SERVICE &	01/18/2022	62161	01/10/2022	ANSWERING SERVICE 1/10/	250-574-4240	ANSWERING SERVICE	110.00
Vendor A+ ANSWERING SERVICE & COMMUN Total:							110.00
Vendor: AIRGAS. INC							
AIRGAS. INC	01/18/2022	9985409645	12/31/2021	OXYGEN/ACETYLENE PCT 2	022-612-4600	LEASE - EQUIPMENT	59.99
Vendor AIRGAS. INC Total:							59.99
Vendor: ALFORD WATER CONDITIONING LLC							
ALFORD WATER CONDITION	01/18/2022	106604	01/04/2022	WATER SOFTENER SALT	010-561-3100	SUPPLIES	151.60
Vendor ALFORD WATER CONDITIONING LLC Total:							151.60
Vendor: AMAZON CAPITAL SERVICES							
AMAZON CAPITAL SERVICES	01/20/2022	11C7-CDGP-64PH	01/05/2022	2 LARGE OLIVE SWEATSHIRT	010-560-4956	SWAT	38.40
AMAZON CAPITAL SERVICES	01/18/2022	11YG-LK4P-VHRL	12/24/2021	Heater for Dispatch	010-581-3100	SUPPLIES	64.49
AMAZON CAPITAL SERVICES	01/18/2022	19PK-7HJ1-17LY	01/05/2022	TP,PT,LBLS,TISSUESDBATTS,	010-560-3100	SUPPLIES	292.75
AMAZON CAPITAL SERVICES	01/18/2022	1DXJ-YRV9-PKDD	12/24/2021	pens, post its, 16 flashdrive	010-560-3100	SUPPLIES	69.09
AMAZON CAPITAL SERVICES	01/18/2022	1F6K-KRCR-DHNM	12/29/2021	SAFETY VESTS RESTOCK	010-560-3300	UNIFORMS	114.90
AMAZON CAPITAL SERVICES	01/18/2022	1JFC-3DMN-VYD7	12/30/2021	2 MOTOROLA LAPEL MICS F	010-560-4500	R & M - EQUIPMENT	198.96
AMAZON CAPITAL SERVICES	01/20/2022	1KYJ-W3T4-K9HJ	01/14/2022	SUNBRITE TV OUTDOOR TE	010-560-5900	CAPITAL	1,548.95
AMAZON CAPITAL SERVICES	01/18/2022	1PGT-C64C-CXL9	01/05/2022	1 4XL SWAT SWEATER	010-560-4956	SWAT	22.91
AMAZON CAPITAL SERVICES	01/18/2022	1QL4-TC1L-FC9F	01/05/2022	1 4XL SWAT SWEATER - BOL	010-560-4956	SWAT	22.91
AMAZON CAPITAL SERVICES	01/20/2022	1TXH-3RRK-RF34	01/17/2022	HON COMPUTER CHAIRS-Q	010-560-5900	CAPITAL	429.98
Vendor AMAZON CAPITAL SERVICES Total:							2,803.34
Vendor: ANDY'S TIRE SERVICE							
ANDY'S TIRE SERVICE	01/18/2022	331571	12/09/2021	FLAT REPAIR, CHANGE OVE	022-612-4500	R & M - EQUIPMENT	60.00
ANDY'S TIRE SERVICE	01/20/2022	332032	12/17/2021	CHANGE OVER & NEW STE	024-614-4500	R & M - EQUIPMENT	18.50
ANDY'S TIRE SERVICE	01/20/2022	333037	01/07/2022	FLAT REPAIR-UNIT # LP9062	021-611-4500	R & M - EQUIPMENT	25.00
ANDY'S TIRE SERVICE	01/20/2022	333294	01/12/2022	7 NEW TIRES ON TRAILER LI	021-611-4500	R & M - EQUIPMENT	2,038.33
ANDY'S TIRE SERVICE	01/20/2022	333295	01/12/2022	6 TIRES FOR INVENTORY	010-560-4540	R & M - VEHICLE	1,531.44
ANDY'S TIRE SERVICE	01/18/2022	333316	01/12/2022	USED TIRE & RECYCLE-UNIT	022-612-4500	R & M - EQUIPMENT	135.00
ANDY'S TIRE SERVICE	01/20/2022	333363	01/13/2022	TWO FLAT REPAIRS-UNIT # L	021-611-4500	R & M - EQUIPMENT	50.00
Vendor ANDY'S TIRE SERVICE Total:							3,858.27
Vendor: ATMOS ENERGY CORPORATION, INC							
ATMOS ENERGY CORPORATI	01/19/2022	JUV PROB 1/2022	01/19/2022	ACCOUNT 3040185270	250-574-4400	UTILITIES	101.05
Vendor ATMOS ENERGY CORPORATION, INC Total:							101.05

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Vendor Name	Post Date	Payable Number	Payable Date	Description (Item)	Account Number	Account Name	Amount
Vendor: AUTO PARTS COMPANY							
AUTO PARTS COMPANY	01/20/2022	9214-652685	01/12/2022	FILTER & ENGINE OIL UNIT	021-611-4500	R & M - EQUIPMENT	51.92
Vendor AUTO PARTS COMPANY Total:							51.92
Vendor: BAXTER CHEMICAL & JANITORIALSUPPLY CO, INC							
BAXTER CHEMICAL & JANIT	01/20/2022	316321	01/04/2022	TOILET PAPER, PAPER TOWE	010-561-3400	SUPPLIES - JANITORIAL	141.68
BAXTER CHEMICAL & JANIT	01/18/2022	316325	01/04/2022	GENERAL SUPPLIES	010-561-3100	SUPPLIES	151.48
BAXTER CHEMICAL & JANIT	01/18/2022	316377	01/06/2022	SOFT FOOD TRAYS & CUPS	010-561-3100	SUPPLIES	302.96
BAXTER CHEMICAL & JANIT	01/18/2022	316379	01/06/2022	DISH SOAP, TOILET PAPER &	010-561-3400	SUPPLIES - JANITORIAL	626.62
Vendor BAXTER CHEMICAL & JANITORIALSUPPLY CO, INC Total:							1,222.74
Vendor: BAXTER'S PACK AND SHIP							
BAXTER'S PACK AND SHIP	01/20/2022	182943	01/06/2022	POSTAGE FOR TWO PACKAG	010-560-3120	POSTAGE	14.67
BAXTER'S PACK AND SHIP	01/20/2022	182944	01/06/2022	POSTAGE FOR TWO PACKAG	010-560-3120	POSTAGE	12.85
Vendor BAXTER'S PACK AND SHIP Total:							27.52
Vendor: BLUE 360 MEDIA, LLC							
BLUE 360 MEDIA, LLC	01/18/2022	IN2112094259	12/20/2021	CIVIL PROCESS BOOK	010-560-4150	CONTINUING EDUCATION	63.75
Vendor BLUE 360 MEDIA, LLC Total:							63.75
Vendor: BOUCHER, MORGAN & YOUNG, A PC							
BOUCHER, MORGAN & YOU	01/18/2022	229427	12/31/2021	PROGRESS BILL 2020 AUDIT	010-409-4030	AUDIT	9,875.00
Vendor BOUCHER, MORGAN & YOUNG, A PC Total:							9,875.00
Vendor: BRAMLETT IMPLEMENT INC							
BRAMLETT IMPLEMENT INC	01/18/2022	P50325	01/10/2022	BLADES & BOLTS-UNIT #610	022-612-4500	R & M - EQUIPMENT	240.48
Vendor BRAMLETT IMPLEMENT INC Total:							240.48
Vendor: BRANDI CLEMENTS LAW, PLLC							
BRANDI CLEMENTS LAW, PL	01/18/2022	MH1534 E.R.	12/22/2021	MH1534 ER	015-426-4050	ATTORNEY - AD LITEM CIVIL	300.00
Vendor BRANDI CLEMENTS LAW, PLLC Total:							300.00
Vendor: BRUNER MOTORS INC							
BRUNER MOTORS INC	01/18/2022	94412	12/30/2021	REPAIR UNIT #5068 - B MO	010-560-4540	R & M - VEHICLE	6,969.43
BRUNER MOTORS INC	01/20/2022	95881	01/11/2022	BRAKES & ROTORS-UNIT #5	010-560-4540	R & M - VEHICLE	464.21
Vendor BRUNER MOTORS INC Total:							7,433.64
Vendor: CALEB MCDOWELL TACKE							
CALEB MCDOWELL TACKE	01/20/2022	DEC 2021 RESTITUTION	01/20/2022	JACK COOPER DUKE 48906	010-203-0000	JUDGEMENTS PAYABLE	275.00
Vendor CALEB MCDOWELL TACKE Total:							275.00
Vendor: CAPITAL ONE TRADE CREDIT							
CAPITAL ONE TRADE CREDI	01/19/2022	6552182735	01/05/2022	PCT 4 WATER PUMP REPAIR	024-614-4500	R & M - EQUIPMENT	30.28
Vendor CAPITAL ONE TRADE CREDIT Total:							30.28
Vendor: CASCO INDUSTRIES INC.							
CASCO INDUSTRIES INC.	01/18/2022	235364	12/27/2021	FOAM - VOL FIRE	010-543-3100	SUPPLIES	480.00
Vendor CASCO INDUSTRIES INC. Total:							480.00

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Vendor Name	Post Date	Payable Number	Payable Date	Description (Item)	Account Number	Account Name	Amount
Vendor: CRE 8 SIGNS & GRAFIXS							
CRE 8 SIGNS & GRAFIXS	01/18/2022	1-3-2022	01/13/2022	CLOSE DUE TO ILLNESS SIG	010-516-3100	SUPPLIES	72.00
Vendor CRE 8 SIGNS & GRAFIXS Total:							72.00
Vendor: DALLAS COUNTY TREASURER							
DALLAS COUNTY TREASURE	01/19/2022	491283	01/06/2022	AUTOPSY C OLIVER	010-630-4103	MEDICAL - AUTOPSY	2,150.00
DALLAS COUNTY TREASURE	01/19/2022	491283	01/06/2022	AUTOPSY A DOMINGUEZ	010-630-4103	MEDICAL - AUTOPSY	2,150.00
Vendor DALLAS COUNTY TREASURER Total:							4,300.00
Vendor: DANA SAFETY SUPPLY, INC							
DANA SAFETY SUPPLY, INC	01/18/2022	764995	12/21/2021	METAL DETECTOR - R RUDD	043-510-5900	CAPITAL	3,435.00
Vendor DANA SAFETY SUPPLY, INC Total:							3,435.00
Vendor: DELL MARKETING LP							
DELL MARKETING LP	01/20/2022	10552875868	01/18/2022	OPTIPLEX 3090 SFF DESKTO	010-476-3100	SUPPLIES	962.57
DELL MARKETING LP	01/20/2022	10553019851	01/18/2022	LATITUDE 3520 LAPTOP & B	010-476-3100	SUPPLIES	969.38
Vendor DELL MARKETING LP Total:							1,931.95
Vendor: DIALTONE SERVICES L.P.							
DIALTONE SERVICES L.P.	01/18/2022	213653379	01/05/2022	SATELLITE PHONE-EMS	010-540-4200	TELEPHONE	21.48
DIALTONE SERVICES L.P.	01/18/2022	213653379	01/05/2022	SATELLITE PHONE-EMC	010-580-4200	TELEPHONE	7.15
Vendor DIALTONE SERVICES L.P. Total:							28.63
Vendor: DOWELL ACE HARDWARE							
DOWELL ACE HARDWARE	01/18/2022	2112-594150	11/29/2021	ORGANIZER, LUBRICANT, TR	010-516-3100	SUPPLIES	97.52
DOWELL ACE HARDWARE	01/18/2022	2112-595661	12/02/2021	GARDEN HOSE SPRAY NOZZ	010-543-3100	SUPPLIES	24.58
DOWELL ACE HARDWARE	01/18/2022	2112-605148	12/21/2021	SPRAY PAINT, ANGLE FINDE	010-516-3100	SUPPLIES	59.02
DOWELL ACE HARDWARE	01/18/2022	2112-606314	12/23/2021	WELDING ROD, WIPES	010-516-4520	R & M - GENERAL	43.88
DOWELL ACE HARDWARE	01/18/2022	2201-611107	01/03/2022	V-BELT, NUTDRIVER	010-516-4520	R & M - GENERAL	22.07
DOWELL ACE HARDWARE	01/18/2022	2201-611164	01/03/2022	VALVE REPAIR	010-516-4520	R & M - GENERAL	100.76
DOWELL ACE HARDWARE	01/18/2022	2201-612332	01/05/2022	GALV PLUG - TAX OFFICE	010-516-4520	R & M - GENERAL	5.49
DOWELL ACE HARDWARE	01/19/2022	2201-615295	01/12/2022	FENCE PLIERS PCT 1	021-611-3100	SUPPLIES	47.98
DOWELL ACE HARDWARE	01/18/2022	2201-615695	01/13/2022	DRAIN CLEANER, GLOVES, P	010-516-4520	R & M - GENERAL	47.71
Vendor DOWELL ACE HARDWARE Total:							449.01
Vendor: ERATH COUNTY ATTORNEY							
ERATH COUNTY ATTORNEY	01/20/2022	DEC 2021 RESTITUTION	01/20/2022	HOT CHECKS	010-203-0000	JUDGEMENTS PAYABLE	673.42
Vendor ERATH COUNTY ATTORNEY Total:							673.42
Vendor: ERATH COUNTY TAX ASSESSOR							
ERATH COUNTY TAX ASSESS	01/20/2022	LIC 1154709 1/2022	01/20/2022	VEHICLE REG-UNIT #1098	021-611-4500	R & M - EQUIPMENT	7.50
ERATH COUNTY TAX ASSESS	01/20/2022	LIC 1328999 - 1/2022	01/20/2022	VEHICLE REG-UNIT #7943	021-611-4500	R & M - EQUIPMENT	7.50
ERATH COUNTY TAX ASSESS	01/20/2022	LIC 1375950 1/2022	01/20/2022	REGISTRATION ON LIC #137	010-600-4540	R & M - VEHICLE	7.50
ERATH COUNTY TAX ASSESS	01/20/2022	LIC 9070951 1/2022	01/20/2022	VEHICLE REG-UNIT #4344	021-611-4500	R & M - EQUIPMENT	7.50
ERATH COUNTY TAX ASSESS	01/20/2022	LIC 9070952 1/2022	01/20/2022	VEHICLE REG-UNIT #0608	021-611-4500	R & M - EQUIPMENT	7.50
Vendor ERATH COUNTY TAX ASSESSOR Total:							37.50

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Vendor Name	Post Date	Payable Number	Payable Date	Description (Item)	Account Number	Account Name	Amount
Vendor: ESO SOLUTIONS, INC							
ESO SOLUTIONS, INC	01/18/2022	EXO-68036	12/16/2021	EHR CAD INTEGRATION 1/1	010-540-4900	IT - SOFTWARE/HARDWARE	1,495.00
Vendor ESO SOLUTIONS, INC Total:							1,495.00
Vendor: FIVE STAR CORRECTIONAL SERVIC							
FIVE STAR CORRECTIONAL S	01/18/2022	40350	01/05/2022	INMATE MEALS 12/30 - 1/5	010-561-4966	INMATE - MEALS	2,655.79
FIVE STAR CORRECTIONAL S	01/18/2022	40392	01/12/2022	INMATE MEALS 1/6 - 1/12/	010-561-4966	INMATE - MEALS	2,764.02
Vendor FIVE STAR CORRECTIONAL SERVIC Total:							5,419.81
Vendor: FRASER AGENCY INC							
FRASER AGENCY INC	01/18/2022	ERASH-1 11/15/2021	11/15/2021	NOTARY RENEW - MELINDA	010-560-3100	SUPPLIES	71.00
Vendor FRASER AGENCY INC Total:							71.00
Vendor: GRAINGER, INC							
GRAINGER, INC	01/18/2022	9147949508	12/10/2021	AA BATTERIES, AAA BATTERI	010-543-3100	SUPPLIES	91.19
Vendor GRAINGER, INC Total:							91.19
Vendor: GREATAMERICA LEASING CORPORAT							
GREATAMERICA LEASING C	01/19/2022	30886020	01/18/2022	JP#2 COPIER LEASE	010-456-4600	LEASE - EQUIPMENT	79.00
Vendor GREATAMERICA LEASING CORPORAT Total:							79.00
Vendor: HIGGINBOTHAM BROS & CO LLC							
HIGGINBOTHAM BROS & C	01/18/2022	206169/3	01/05/2022	SEWAGE LINE CAP -TAX OFF	010-516-4520	R & M - GENERAL	3.29
Vendor HIGGINBOTHAM BROS & CO LLC Total:							3.29
Vendor: IMPACT PROMOTIONAL SERVICES,							
IMPACT PROMOTIONAL SER	01/18/2022	INV21603	12/30/2021	SHIRTS & CARRIERS FOR CO	010-560-3300	UNIFORMS	148.92
IMPACT PROMOTIONAL SER	01/18/2022	INV21958	01/07/2022	SHIRTS & CARRIERS FOR CO	010-560-3300	UNIFORMS	756.39
IMPACT PROMOTIONAL SER	01/20/2022	INV22134	01/11/2022	ARMOR CARRIERS FOR DEP	010-560-3300	UNIFORMS	697.13
Vendor IMPACT PROMOTIONAL SERVICES, Total:							1,602.44
Vendor: JERRY PARHAM COMMODITIES INC							
JERRY PARHAM COMMODIT	01/19/2022	6555	12/07/2021	INSPECTIONS PCT 4	024-614-4500	R & M - EQUIPMENT	14.00
JERRY PARHAM COMMODIT	01/20/2022	LIC 1375950 1/2022	01/20/2022	INSPECTION ON LIC #13759	010-600-4540	R & M - VEHICLE	7.00
Vendor JERRY PARHAM COMMODITIES INC Total:							21.00
Vendor: KALLIE CHEYENNE WINTERS							
KALLIE CHEYENNE WINTERS	01/20/2022	DEC 2021 RESTITUTION	01/20/2022	MARIA E GONZALES 48688	010-203-0000	JUDGEMENTS PAYABLE	52.18
Vendor KALLIE CHEYENNE WINTERS Total:							52.18
Vendor: KIRBO'S OFFICE SYSTEMS, LLC							
KIRBO'S OFFICE SYSTEMS, L	01/18/2022	398090	01/10/2022	EXT OFFC BILLABLE COPIES	010-665-3100	SUPPLIES	36.42
KIRBO'S OFFICE SYSTEMS, L	01/18/2022	398622	01/11/2022	BILLABLE COPIES - CO CLER	010-403-3100	SUPPLIES	1.54
KIRBO'S OFFICE SYSTEMS, L	01/18/2022	398622	01/11/2022	BILLABLE COPIES - DIST CO	010-435-3100	SUPPLIES	12.69
KIRBO'S OFFICE SYSTEMS, L	01/18/2022	398622	01/11/2022	BILLABLE COPIES - DIST CLE	010-450-3100	SUPPLIES	7.09
KIRBO'S OFFICE SYSTEMS, L	01/18/2022	398622	01/11/2022	BILLABLE COPIES - DIST ATT	010-476-3100	SUPPLIES	1.93
KIRBO'S OFFICE SYSTEMS, L	01/18/2022	398622	01/11/2022	BILLABLE COPIES - AUDITOR	010-495-3100	SUPPLIES	5.08
KIRBO'S OFFICE SYSTEMS, L	01/18/2022	398622	01/11/2022	BILLABLE COPIES - TAX DMV	010-499-3100	SUPPLIES	0.14
KIRBO'S OFFICE SYSTEMS, L	01/18/2022	398622	01/11/2022	BILLABLE COPIES - SHERIFF	010-560-3100	SUPPLIES	19.68
KIRBO'S OFFICE SYSTEMS, L	01/18/2022	398622	01/11/2022	BILLABLE COPIES - SANITATI	010-600-3100	SUPPLIES	30.64

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Vendor Name	Post Date	Payable Number	Payable Date	Description (Item)	Account Number	Account Name	Amount
KIRBO'S OFFICE SYSTEMS, L	01/18/2022	399226	01/18/2022	BILLABLE COPIES INDIGENT	010-645-3100	SUPPLIES	5.38
KIRBO'S OFFICE SYSTEMS, L	01/19/2022	399409	01/19/2022	SHERIFF COPIER LEASE	010-560-4600	LEASE - EQUIPMENT	60.38
Vendor KIRBO'S OFFICE SYSTEMS, LLC Total:							180.97
Vendor: KIRBY-SMITH MACHINERY, INC							
KIRBY-SMITH MACHINERY, I	01/18/2022	P2592110	01/05/2022	CUTTING EDGES-UNIT #27	023-613-4500	R & M - EQUIPMENT	684.00
Vendor KIRBY-SMITH MACHINERY, INC Total:							684.00
Vendor: LAN COMMUNICATIONS LLC							
LAN COMMUNICATIONS LL	01/18/2022	8171	01/03/2022	6 KENWOOD VHF PORTABL	010-543-5900	CAPITAL	7,853.80
Vendor LAN COMMUNICATIONS LLC Total:							7,853.80
Vendor: LAW ENFORCEMENT SYSTEMS							
LAW ENFORCEMENT SYSTE	01/20/2022	215532	01/13/2022	250 L9 and citation books	010-560-3100	SUPPLIES	262.00
Vendor LAW ENFORCEMENT SYSTEMS Total:							262.00
Vendor: LEXISNEXIS RISK DATA MNGT INC							
LEXISNEXIS RISK DATA MNG	01/18/2022	1737637-20211231	12/31/2021	DECEMBER 2021	010-560-4900	IT - SOFTWARE/HARDWARE	91.00
LEXISNEXIS RISK DATA MNG	01/18/2022	1825412-20211231	12/31/2021	DEC 2021 DIST ATTORNEY	025-476-4230	ONLINE RESOURCES	110.00
Vendor LEXISNEXIS RISK DATA MNGT INC Total:							201.00
Vendor: LONNIE JENSCHKE							
LONNIE JENSCHKE	01/19/2022	DEC 2021 TRAVEL	01/19/2022	DEC 2021 TRAVEL	010-665-4852	PROGRAMMING	81.20
Vendor LONNIE JENSCHKE Total:							81.20
Vendor: MARIA J TORRES							
MARIA J TORRES	01/18/2022	NOV & DEC 2021	01/18/2022	JAIL DUTY NOV AND DEC 20	010-456-4284	MILEAGE REIMBURSEMENT	215.04
Vendor MARIA J TORRES Total:							215.04
Vendor: MARYCRUZ SERRANO							
MARYCRUZ SERRANO	01/20/2022	1/4 - 1/6/2022	01/20/2022	1/4 - 1/6/2022 MILEAGE	010-499-4284	MILEAGE REIMBURSEMENT	8.78
Vendor MARYCRUZ SERRANO Total:							8.78
Vendor: MAYFIELD PAPER CO INC							
MAYFIELD PAPER CO INC	01/18/2022	3027528	01/12/2022	TRASH BAGS, PAPER TOWEL	010-516-3100	SUPPLIES	922.00
MAYFIELD PAPER CO INC	01/18/2022	3027529	01/12/2022	HAND SANI WIPES	010-516-3100	SUPPLIES	91.52
MAYFIELD PAPER CO INC	01/18/2022	3027626	01/12/2022	TRASH BAGS, PAPER TOWEL	010-516-3100	SUPPLIES	58.63
Vendor MAYFIELD PAPER CO INC Total:							1,072.15
Vendor: MCKETHAN ESPINOZA PLLC							
MCKETHAN ESPINOZA PLLC	01/18/2022	CV36829 J F	01/06/2022	CV36829 J.F. SUIT AFFECTIN	015-435-4050	ATTORNEY - AD LITEM CIVIL	1,495.26
Vendor MCKETHAN ESPINOZA PLLC Total:							1,495.26
Vendor: MILLS CRUSHED STONE CORP							
MILLS CRUSHED STONE CO	01/19/2022	22483	12/31/2021	ROAD BASE PCT 4	024-614-3500	ROAD MATERIALS	15,976.09
MILLS CRUSHED STONE CO	01/18/2022	22493	12/31/2021	ROAD BASE CR 204	023-613-3500	ROAD MATERIALS	6,927.32
MILLS CRUSHED STONE CO	01/18/2022	22497	12/31/2021	ROAD BASE FOR STOCK PILE	021-141-0000	INVENTORY	2,173.75
MILLS CRUSHED STONE CO	01/18/2022	22511	12/31/2021	ROAD BASE FOR CR 271	021-611-3500	ROAD MATERIALS	1,298.50
MILLS CRUSHED STONE CO	01/18/2022	22522	12/31/2021	ROAD BASE STOCKPILE	022-141-0000	INVENTORY	1,465.19
Vendor MILLS CRUSHED STONE CORP Total:							27,840.85

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Vendor Name	Post Date	Payable Number	Payable Date	Description (Item)	Account Number	Account Name	Amount
Vendor: NAPA AUTO PARTS							
NAPA AUTO PARTS	01/19/2022	297407	01/03/2022	SWAY BAR BUSHING PCT 4	024-614-4500	R & M - EQUIPMENT	13.63
NAPA AUTO PARTS	01/18/2022	297523	01/04/2022	TIRE TOOL & DEFF	010-560-4500	R & M - EQUIPMENT	65.56
NAPA AUTO PARTS	01/18/2022	297766	01/07/2022	BATTERY-UNIT #802	010-543-4500	R & M - EQUIPMENT	97.29
NAPA AUTO PARTS	01/19/2022	4990-297345	01/03/2022	SHOCK PCT 4	024-614-4500	R & M - EQUIPMENT	113.38
NAPA AUTO PARTS	01/19/2022	4990-297647	01/06/2022	FUEL FILTER, OIL FILTER STR	021-611-4500	R & M - EQUIPMENT	24.35
NAPA AUTO PARTS	01/19/2022	4990-298224	01/13/2022	HYD HOSE FITTINGS, ADAPT	021-611-4500	R & M - EQUIPMENT	42.73
NAPA AUTO PARTS	01/20/2022	4990-298328	01/14/2022	1 BOX OF DEF FOR JIMMY'S	010-560-4540	R & M - VEHICLE	12.50
Vendor NAPA AUTO PARTS Total:							369.44
Vendor: NETDATA							
NETDATA	01/18/2022	GHS-003699	12/31/2021	GHS COLLECTIONS JP 1	010-208-8000	JP - I	1,519.42
NETDATA	01/18/2022	GHS-003699	12/31/2021	GHS COLLECTIONS JP 2	010-208-8100	JP - II	116.43
NETDATA	01/18/2022	ND-003521	12/31/2021	I TICKET - JP 1	041-455-4000	PROFESSIONAL SERVICES	194.00
NETDATA	01/18/2022	ND-003521	12/31/2021	I TICKET - JP 2	042-456-4000	PROFESSIONAL SERVICES	6.00
Vendor NETDATA Total:							1,835.85
Vendor: NORTH TEXAS TOLLWAY AUTHORITY							
NORTH TEXAS TOLLWAY AU	01/18/2022	1392851 12/2021	01/18/2022	ACCOUNT 2011394271	010-560-4540	R & M - VEHICLE	9.98
Vendor NORTH TEXAS TOLLWAY AUTHORITY Total:							9.98
Vendor: OASIS OIL CHANGE AND CAR WASH							
OASIS OIL CHANGE AND CA	01/18/2022	1-365398	11/12/2021	OIL CHANGE LIC TX-LFN645	010-560-4540	R & M - VEHICLE	107.74
OASIS OIL CHANGE AND CA	01/18/2022	1-365409	11/12/2021	OIL CHANGE LIC TX-122179	010-560-4540	R & M - VEHICLE	88.47
OASIS OIL CHANGE AND CA	01/18/2022	1-365432	11/12/2021	OIL CHANGE LIC TX-BWO-22	010-560-4540	R & M - VEHICLE	95.99
OASIS OIL CHANGE AND CA	01/18/2022	1-368306	01/11/2022	OIL CHANGE-UNIT # AUSTIN	010-600-4540	R & M - VEHICLE	149.23
Vendor OASIS OIL CHANGE AND CAR WASH Total:							441.43
Vendor: OMNIBASE SERVICES INC							
OMNIBASE SERVICES INC	01/18/2022	421-001072	01/03/2022	4TH QUARTER JP#1	010-208-8000	JP - I	323.02
Vendor OMNIBASE SERVICES INC Total:							323.02
Vendor: PATE'S HARDWARE INC.							
PATE'S HARDWARE INC.	01/18/2022	100001435	01/04/2022	VALVE-WATER TRUCK	021-611-4500	R & M - EQUIPMENT	11.99
Vendor PATE'S HARDWARE INC. Total:							11.99
Vendor: QUADMED INC							
QUADMED INC	01/18/2022	207369	01/03/2022	IV EXTENSION SET	010-540-3102	SUPPLIES - AMBULANCE	129.95
QUADMED INC	01/18/2022	207688	01/10/2022	KING AIRWAY, SAFETY GLAS	010-540-3102	SUPPLIES - AMBULANCE	416.26
Vendor QUADMED INC Total:							546.21
Vendor: QUALITY PRINTING							
QUALITY PRINTING	01/18/2022	20332	01/06/2022	BUSINESS CARDS - CO JUDG	010-400-3100	SUPPLIES	69.95
Vendor QUALITY PRINTING Total:							69.95
Vendor: R B LOVE FUEL COMPANY INC							
R B LOVE FUEL COMPANY I	01/18/2022	81994	01/04/2022	4000 GALS OF ETHANOL FR	010-141-0000	INVENTORY	11,960.00
R B LOVE FUEL COMPANY I	01/18/2022	82008	01/05/2022	BLUE DEF FOR KEVIN'S TRU	020-610-4250	FUEL	16.92
R B LOVE FUEL COMPANY I	01/20/2022	82052	01/13/2022	7500 RED DYED DIESEL @2.	024-614-4250	FUEL	20,827.50

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Vendor Name	Post Date	Payable Number	Payable Date	Description (Item)	Account Number	Account Name	Amount
R B LOVE FUEL COMPANY I	01/20/2022	82052	01/13/2022	250 GALS OF GAS @3.2160	024-614-4250	FUEL	804.00
R B LOVE FUEL COMPANY I	01/18/2022	82074	01/13/2022	5 GAL 85/140 OIL-UNIT # G	022-612-4500	R & M - EQUIPMENT	76.99
Vendor R B LOVE FUEL COMPANY INC Total:							33,685.41
Vendor: RANDY THOMAS ATTORNEY							
RANDY THOMAS ATTORNEY	01/18/2022	CR15373 P DENNIS	01/11/2022	CR15373 PHILIP NATHANEIL	015-435-4052	ATTORNEY - AD LITEM CRIM	600.00
Vendor RANDY THOMAS ATTORNEY Total:							600.00
Vendor: RDO EQUIPMENT CO.							
RDO EQUIPMENT CO.	01/18/2022	P8478719	01/05/2022	REAR GLASS FOR MOTOR G	023-613-4500	R & M - EQUIPMENT	564.96
Vendor RDO EQUIPMENT CO. Total:							564.96
Vendor: RECOVERY MONITORING SOLUTIONS							
RECOVERY MONITORING S	01/18/2022	9628847	01/01/2022	GPS MONITORING PID #970	250-572-4846	MONITORING SERVICES	98.00
Vendor RECOVERY MONITORING SOLUTIONS Total:							98.00
Vendor: RELX INC.							
RELX INC.	01/18/2022	3093628745	12/31/2021	ACCT 424ZQX527 COURT AT	025-426-4230	ONLINE RESOURCES	76.00
Vendor RELX INC. Total:							76.00
Vendor: RENE BATES AUCTIONEERS, INC							
RENE BATES AUCTIONEERS,	01/18/2022	220107-80757-23	01/07/2022	2004 ETNYRE CHIP	021-611-5900	CAPITAL	12,524.99
RENE BATES AUCTIONEERS,	01/18/2022	220107-80757-23	01/07/2022	2004 Etnyre Chip Spreader -	022-612-5900	CAPITAL	12,525.02
RENE BATES AUCTIONEERS,	01/18/2022	220107-80757-23	01/07/2022	2004 ETNYRE CHIP	023-613-5900	CAPITAL	12,524.99
RENE BATES AUCTIONEERS,	01/18/2022	220107-80757-23	01/07/2022	2004 ETNYRE CHIP	024-614-5900	CAPITAL	12,524.99
Vendor RENE BATES AUCTIONEERS, INC Total:							50,099.99
Vendor: RMA TOLL PROCESSING							
RMA TOLL PROCESSING	01/19/2022	100033587690	01/19/2022	TOLL LIC LYX5179	010-560-4540	R & M - VEHICLE	5.96
Vendor RMA TOLL PROCESSING Total:							5.96
Vendor: ROCKIN D HYDRAULIC SERVICES,							
ROCKIN D HYDRAULIC SERV	01/18/2022	21060	01/03/2022	HYDRAULIC HOSE-UNIT #45	023-613-4500	R & M - EQUIPMENT	63.88
ROCKIN D HYDRAULIC SERV	01/18/2022	21061	01/04/2022	SEALS FOR CYLINDER BRUS	022-612-4500	R & M - EQUIPMENT	83.84
Vendor ROCKIN D HYDRAULIC SERVICES, Total:							147.72
Vendor: ROMCO, INC.							
ROMCO, INC.	01/20/2022	102115520	10/28/2021	SHANKS & TIPS & WDGES-U	021-611-4500	R & M - EQUIPMENT	459.37
Vendor ROMCO, INC. Total:							459.37
Vendor: SBG SMITH SUPPLY, INC							
SBG SMITH SUPPLY, INC	01/18/2022	S1048338	01/03/2022	WATER HEATER FOR ADULT	010-516-4520	R & M - GENERAL	289.90
SBG SMITH SUPPLY, INC	01/18/2022	S1049358	01/06/2022	PVC PLUG - RICKEY DUBLIN	010-516-4520	R & M - GENERAL	6.10
Vendor SBG SMITH SUPPLY, INC Total:							296.00
Vendor: SHRED-IT C/O STERICYCLE INC							
SHRED-IT C/O STERICYCLE I	01/18/2022	8000788954	01/18/2022	ACCT 1000332259	010-409-4000	PROFESSIONAL SERVICES	94.68
Vendor SHRED-IT C/O STERICYCLE INC Total:							94.68

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Vendor Name	Post Date	Payable Number	Payable Date	Description (Item)	Account Number	Account Name	Amount
Vendor: SOUTHERN HEALTH PARTNERS, INC							
SOUTHERN HEALTH PARTNE	01/18/2022	BASE43343	01/02/2022	FEB 2022 BASE	010-645-4102	MEDICAL - CONTRACTED	10,590.61
Vendor SOUTHERN HEALTH PARTNERS, INC Total:							10,590.61
Vendor: STAPLES BUSINESS CREDIT							
STAPLES BUSINESS CREDIT	01/18/2022	367310572	12/29/2021	BLUE AND BROWN FILES FO	010-560-3100	SUPPLIES	45.29
STAPLES BUSINESS CREDIT	01/18/2022	367313735	12/29/2021	CUPS, PAPER, MOUSE - LAU	010-400-3100	SUPPLIES	249.87
STAPLES BUSINESS CREDIT	01/18/2022	367313738	12/29/2021	INK,PAPER,MISCBATTERIES,	010-560-3100	SUPPLIES	1,039.18
STAPLES BUSINESS CREDIT	01/18/2022	367315880	12/29/2021	WHITEBOARD, DRY ERASE	010-560-3100	SUPPLIES	57.27
STAPLES BUSINESS CREDIT	01/18/2022	367316026	12/29/2021	CUPS, PAPER, MOUSE - LAU	010-400-3100	SUPPLIES	27.62
STAPLES BUSINESS CREDIT	01/20/2022	370169205	01/05/2022	POP UP NOTES	010-560-3100	SUPPLIES	39.84
STAPLES BUSINESS CREDIT	01/18/2022	370750192	01/06/2022	OFFICE SUPPLIES	010-561-3100	SUPPLIES	418.40
Vendor STAPLES BUSINESS CREDIT Total:							1,877.47
Vendor: STAPLES INC CREDIT PLAN (LOCAL STORE)							
STAPLES INC CREDIT PLAN (	01/20/2022	2892257081	01/20/2022	INV 7/30/2021 HIGHLIGHTE	010-560-3100	SUPPLIES	9.99
STAPLES INC CREDIT PLAN (	01/18/2022	5635	01/11/2022	OFFICE SUPPLIES	010-600-3100	SUPPLIES	27.96
STAPLES INC CREDIT PLAN (	01/18/2022	6178	01/14/2022	TAX FORMS & ENVELOPES	010-409-3100	SUPPLIES	479.78
Vendor STAPLES INC CREDIT PLAN (LOCAL STORE) Total:							517.73
Vendor: STEPHENVILLE EMPIRE TRIBUNE							
STEPHENVILLE EMPIRE TRIB	01/18/2022	00136133	11/23/2021	REPLAT MTN LAKES, LOT 43	010-409-4300	ADVERTISING	92.00
STEPHENVILLE EMPIRE TRIB	01/18/2022	300500945	12/01/2021	REPLAT MTN LAKES, LOT 43	010-409-4300	ADVERTISING	34.00
STEPHENVILLE EMPIRE TRIB	01/18/2022	300501424	12/08/2021	REPLAT MTN LAKES, LOT 43	010-409-4300	ADVERTISING	29.00
STEPHENVILLE EMPIRE TRIB	01/18/2022	300501893	12/15/2021	REPLAT MTN LAKES, LOT 43	010-409-4300	ADVERTISING	29.00
Vendor STEPHENVILLE EMPIRE TRIBUNE Total:							184.00
Vendor: STOKES AND STOKES							
STOKES AND STOKES	01/18/2022	CR15665 M FLORES	01/11/2022	CR15665 MARK FLORES	015-435-4052	ATTORNEY - AD LITEM CRIM	600.00
Vendor STOKES AND STOKES Total:							600.00
Vendor: STONE'S AUTO SUPPLY,INC.							
STONE'S AUTO SUPPLY,INC.	01/18/2022	31TM5326	01/03/2022	15W40 OIL, TOWELS PCT 2	022-612-4500	R & M - EQUIPMENT	105.37
STONE'S AUTO SUPPLY,INC.	01/18/2022	31TM5938	01/04/2022	HYDRAULIC FLUID PCT 2	022-612-4500	R & M - EQUIPMENT	342.00
STONE'S AUTO SUPPLY,INC.	01/18/2022	31TM5960	01/04/2022	CREDIT HYDRAULIC FLUID P	022-612-4500	R & M - EQUIPMENT	-273.60
STONE'S AUTO SUPPLY,INC.	01/18/2022	31TM6749	01/04/2022	SHOP TOWELS, GLASS CLEA	022-612-3100	SUPPLIES	25.59
STONE'S AUTO SUPPLY,INC.	01/18/2022	31TN1225	01/10/2022	15W40 OIL, FILTER PCT 2	022-612-4500	R & M - EQUIPMENT	91.24
STONE'S AUTO SUPPLY,INC.	01/18/2022	31TN1226	01/10/2022	15W40 OIL PCT 2	022-612-4500	R & M - EQUIPMENT	68.37
STONE'S AUTO SUPPLY,INC.	01/18/2022	31TN2200	01/10/2022	DIESEL EXHAUST FLUID PCT	022-612-4500	R & M - EQUIPMENT	28.48
STONE'S AUTO SUPPLY,INC.	01/18/2022	31TN4812	01/12/2022	DASH LIGHTER, WASHER FL	022-612-4500	R & M - EQUIPMENT	19.82
Vendor STONE'S AUTO SUPPLY,INC. Total:							407.27
Vendor: TAMMY MILLS							
TAMMY MILLS	01/20/2022	DEC 2021 RESTITUTION	01/20/2022	THOMAS M BARTON 49022	010-203-0000	JUDGEMENTS PAYABLE	92.16
Vendor TAMMY MILLS Total:							92.16

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Vendor Name	Post Date	Payable Number	Payable Date	Description (Item)	Account Number	Account Name	Amount
Vendor: TANGLEWOOD PHARMACY, INC							
TANGLEWOOD PHARMACY,	01/18/2022	1010777	01/11/2022	MEDS-AMBULANCE	010-540-3102	SUPPLIES - AMBULANCE	74.70
Vendor TANGLEWOOD PHARMACY, INC Total:							74.70
Vendor: TEEX/ITSI							
TEEX/ITSI	01/20/2022	JH7281718	12/21/2021	ASHLEY ANDERSON-RE CER	010-581-4150	CONTINUING EDUCATION	250.00
Vendor TEEX/ITSI Total:							250.00
Vendor: TEXAS ASSOCIATION OF COUNTIES							
TEXAS ASSOCIATION OF CO	01/18/2022	318391	01/18/2022	VGVI SCHOOL FOR CO COM	023-613-4150	CONTINUING EDUCATION	250.00
TEXAS ASSOCIATION OF CO	01/18/2022	75291	01/04/2022	ANNUAL CO AUDITORS ME	010-495-4150	CONTINUING EDUCATION	340.00
TEXAS ASSOCIATION OF CO	01/18/2022	76014	01/01/2022	ANNUAL COUNTY DUES 248	010-409-4160	DUES	1,225.00
TEXAS ASSOCIATION OF CO	01/18/2022	R318418	11/01/2021	VGVI ROBERT STEPHENS AC	021-611-4150	CONTINUING EDUCATION	250.00
Vendor TEXAS ASSOCIATION OF COUNTIES Total:							2,065.00
Vendor: TEXAS COMMISSION ON ENVIRONME							
TEXAS COMMISSION ON EN	01/19/2022	GPS0242485	12/31/2021	STORMWATER PERMIT - AN	021-611-3500	ROAD MATERIALS	50.00
TEXAS COMMISSION ON EN	01/19/2022	GPS0242485	12/31/2021	STORMWATER PERMIT - AN	022-612-3500	ROAD MATERIALS	50.00
TEXAS COMMISSION ON EN	01/19/2022	GPS0242485	12/31/2021	STORMWATER PERMIT - AN	023-613-3500	ROAD MATERIALS	50.00
TEXAS COMMISSION ON EN	01/19/2022	GPS0242485	12/31/2021	STORMWATER PERMIT - AN	024-614-3500	ROAD MATERIALS	50.00
Vendor TEXAS COMMISSION ON ENVIRONME Total:							200.00
Vendor: TEXAS DEPT OF PUBLIC SAFETY							
TEXAS DEPT OF PUBLIC SAF	01/20/2022	DEC 2021 RESTITUTION	01/20/2022	ANNA SINCLAIR KLOIBER 48	010-203-0000	JUDGEMENTS PAYABLE	60.00
TEXAS DEPT OF PUBLIC SAF	01/20/2022	DEC 2021 RESTITUTION	01/20/2022	SCOTT ALAN WILKERSON 4	010-203-0000	JUDGEMENTS PAYABLE	10.00
TEXAS DEPT OF PUBLIC SAF	01/20/2022	DEC 2021 RESTITUTION	01/20/2022	NOE TOVAR LOPEZ 49027/	010-203-0000	JUDGEMENTS PAYABLE	22.00
TEXAS DEPT OF PUBLIC SAF	01/20/2022	DEC 2021 RESTITUTION	01/20/2022	RAUL MIGUEL VAQUERA 48	010-203-0000	JUDGEMENTS PAYABLE	20.00
TEXAS DEPT OF PUBLIC SAF	01/20/2022	DEC 2021 RESTITUTION	01/20/2022	OCTAVIO RODRIGUEZ JR 48	010-203-0000	JUDGEMENTS PAYABLE	60.00
Vendor TEXAS DEPT OF PUBLIC SAFETY Total:							172.00
Vendor: TEXAS DEPT OF STATE HEALTH SV							
TEXAS DEPT OF STATE HEAL	01/18/2022	2015239	01/03/2022	REMOTE BIRTH ACCESS DEC	010-208-4000	COUNTY CLERK	100.65
Vendor TEXAS DEPT OF STATE HEALTH SV Total:							100.65
Vendor: TEXAS OFFICE SYSTEMS, INC.							
TEXAS OFFICE SYSTEMS, IN	01/18/2022	IN89846	12/21/2021	POSTAGE INK FOR STEPHEN	010-499-3100	SUPPLIES	332.40
TEXAS OFFICE SYSTEMS, IN	01/18/2022	IN89847	12/21/2021	POSTAGE INK FOR STEPHEN	010-499-3100	SUPPLIES	89.40
Vendor TEXAS OFFICE SYSTEMS, INC. Total:							421.80
Vendor: TEXAS TRUCKS DIRECT							
TEXAS TRUCKS DIRECT	01/18/2022	01P170794	01/06/2022	TOGGLE SWITCH PCT 2	022-612-4500	R & M - EQUIPMENT	6.00
Vendor TEXAS TRUCKS DIRECT Total:							6.00
Vendor: THE HAY AND FEED RANCH							
THE HAY AND FEED RANCH	01/18/2022	249663	12/30/2021	TOTAL EQUINE ESTRAY	010-560-3900	SUPPLIES - ESTRAY	98.00
Vendor THE HAY AND FEED RANCH Total:							98.00

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Vendor Name	Post Date	Payable Number	Payable Date	Description (Item)	Account Number	Account Name	Amount
Vendor: THE PRODUCTIVITY CENTER, INC.							
THE PRODUCTIVITY CENTER	01/18/2022	266JD0011722	01/07/2022	TCLEDDS SUBSCRIPTION REN	010-476-4900	IT - SOFTWARE/HARDWARE	162.00
Vendor THE PRODUCTIVITY CENTER, INC. Total:							162.00
Vendor: THOMAS BOYLE							
THOMAS BOYLE	01/20/2022	JAN 2022 TRAVEL	01/20/2022	JAN 2022 TRAVEL	010-665-4852	PROGRAMMING	35.10
THOMAS BOYLE	01/20/2022	JAN 2022 TRAVEL	01/20/2022	JAN 2022 TRAVEL	010-665-4853	LIVESTOCK SHOWS	90.67
Vendor THOMAS BOYLE Total:							125.77
Vendor: THOMSON REUTERS-WEST							
THOMSON REUTERS-WEST	01/18/2022	6144914775	11/11/2021	O'CONORS TEXAS FAMILY C	025-426-4370	PUBLICATIONS	186.00
THOMSON REUTERS-WEST	01/18/2022	845685240	01/01/2022	DECEMBER 2021	025-475-4230	ONLINE RESOURCES	94.00
THOMSON REUTERS-WEST	01/18/2022	845685240	01/01/2022	DECEMBER 2021	025-476-4230	ONLINE RESOURCES	94.00
Vendor THOMSON REUTERS-WEST Total:							374.00
Vendor: TRANS-TEXAS TIRE OF STEPHENVI							
TRANS-TEXAS TIRE OF STEP	01/18/2022	1-92997	01/03/2022	VERHICLE REPAIR-UNIT #07	010-560-4540	R & M - VEHICLE	295.00
TRANS-TEXAS TIRE OF STEP	01/18/2022	1-93014	01/03/2022	CHECK OIL LEAK LIC 134279	010-560-4540	R & M - VEHICLE	90.00
TRANS-TEXAS TIRE OF STEP	01/18/2022	1-93051	01/04/2022	CHECK BATTERIES LIC 14224	010-560-4540	R & M - VEHICLE	200.00
Vendor TRANS-TEXAS TIRE OF STEPHENVI Total:							585.00
Vendor: TXU ENERGY							
TXU ENERGY	01/19/2022	054053087714	01/14/2022	ACCOUNT 100062607317	010-516-4400	UTILITIES	9,314.28
TXU ENERGY	01/19/2022	054053087714	01/14/2022	ACCOUNT 100062607317	020-610-4400	UTILITIES	1,086.90
TXU ENERGY	01/19/2022	054053087714	01/14/2022	ACCOUNT 100062607317	022-612-4400	UTILITIES	124.90
TXU ENERGY	01/19/2022	054053087714	01/14/2022	ACCOUNT 100062607317	250-574-4400	UTILITIES	93.91
Vendor TXU ENERGY Total:							10,619.99
Vendor: TYLER TECHNOLOGIES, INC							
TYLER TECHNOLOGIES, INC	01/18/2022	020-132273	12/13/2021	NOV 2021 TYLER CORRECTI	070-680-4900	IT - SOFTWARE / HARDWAR	12,090.00
TYLER TECHNOLOGIES, INC	01/18/2022	020-132275	12/13/2021	NOV 2021 ODYSSEY & JURY	070-680-4900	IT - SOFTWARE / HARDWAR	40,802.50
TYLER TECHNOLOGIES, INC	01/18/2022	020-132449	12/22/2021	SOFTCODE SERVICES	070-680-4900	IT - SOFTWARE / HARDWAR	5,353.60
TYLER TECHNOLOGIES, INC	01/19/2022	020-132787	01/11/2022	DEC 2021 BILLING - ODYSSE	070-680-4900	IT - SOFTWARE / HARDWAR	28,645.00
TYLER TECHNOLOGIES, INC	01/18/2022	025-360783	01/01/2022	EXECUTIME	010-409-4900	IT - SOFTWARE/HARDWARE	3,415.33
Vendor TYLER TECHNOLOGIES, INC Total:							90,306.43
Vendor: UNIFIRST HOLDING,INC							
UNIFIRST HOLDING,INC	01/18/2022	829-3233747	12/27/2021	FACILITIES UNIFORMS	010-516-3300	UNIFORMS	14.81
UNIFIRST HOLDING,INC	01/18/2022	829-3233747	12/27/2021	MAINT BARN SUPPLIES	020-610-3100	SUPPLIES	9.57
UNIFIRST HOLDING,INC	01/18/2022	829-3233747	12/27/2021	MAINT BARN UNIFORMS	020-610-3300	UNIFORMS	36.60
UNIFIRST HOLDING,INC	01/18/2022	829-3233747	12/27/2021	PCT 1 UNIFORMS	021-611-3300	UNIFORMS	93.37
UNIFIRST HOLDING,INC	01/18/2022	829-3236882	12/31/2021	PCT 2 SUPPLIES	022-612-3100	SUPPLIES	30.18
UNIFIRST HOLDING,INC	01/18/2022	829-3236882	12/31/2021	PCT 2 UNIFORMS	022-612-3300	UNIFORMS	80.47
UNIFIRST HOLDING,INC	01/18/2022	829-3237601	01/03/2022	FACILITIES UNIFORMS	010-516-3300	UNIFORMS	14.81
UNIFIRST HOLDING,INC	01/18/2022	829-3237601	01/03/2022	MAINT BARN SUPPLIES	020-610-3100	SUPPLIES	9.57
UNIFIRST HOLDING,INC	01/18/2022	829-3237601	01/03/2022	MAINT BARN UNIFORMS	020-610-3300	UNIFORMS	36.22
UNIFIRST HOLDING,INC	01/18/2022	829-3237601	01/03/2022	PCT 1 UNIFORMS	021-611-3300	UNIFORMS	93.37
UNIFIRST HOLDING,INC	01/18/2022	829-3238059	01/03/2022	SUPPLIES - SHERIFF	010-560-3100	SUPPLIES	52.39

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Vendor Name	Post Date	Payable Number	Payable Date	Description (Item)	Account Number	Account Name	Amount
UNIFIRST HOLDING,INC	01/18/2022	829-3240718	01/07/2022	PCT 2 SUPPLIES	022-612-3100	SUPPLIES	19.71
UNIFIRST HOLDING,INC	01/18/2022	829-3240718	01/07/2022	PCT 2 UNIFORMS	022-612-3300	UNIFORMS	233.47
UNIFIRST HOLDING,INC	01/19/2022	829-3241418	01/10/2022	UNIFORMS FACILITIES	010-516-3300	UNIFORMS	12.30
UNIFIRST HOLDING,INC	01/19/2022	829-3241418	01/10/2022	SUPPLIES MAINT BARN	020-610-3100	SUPPLIES	9.57
UNIFIRST HOLDING,INC	01/19/2022	829-3241418	01/10/2022	UNIFORMS MAINT BARN	020-610-3300	UNIFORMS	31.20
UNIFIRST HOLDING,INC	01/19/2022	829-3241418	01/10/2022	UNIFORMS PCT 1	021-611-3300	UNIFORMS	100.90
UNIFIRST HOLDING,INC	01/19/2022	829-3241859	01/10/2022	SUPPLIES PCT 4	024-614-3100	SUPPLIES	6.00
UNIFIRST HOLDING,INC	01/19/2022	829-3241859	01/10/2022	UNIFORMS PCT 4	024-614-3300	UNIFORMS	89.09
UNIFIRST HOLDING,INC	01/18/2022	829-3244455	01/14/2022	PCT 2 SUPPLIES	022-612-3100	SUPPLIES	19.71
UNIFIRST HOLDING,INC	01/18/2022	829-3244455	01/14/2022	PCT 2 UNIFORMS	022-612-3300	UNIFORMS	74.53
UNIFIRST HOLDING,INC	01/19/2022	829-3245597	01/17/2022	SUPPLIES PCT 4	024-614-3100	SUPPLIES	6.00
UNIFIRST HOLDING,INC	01/19/2022	829-3245597	01/17/2022	UNIFORMS PCT 4	024-614-3300	UNIFORMS	89.09
Vendor UNIFIRST HOLDING,INC Total:							<u>1,162.93</u>
Vendor: VICTORY ROCK TEXAS, LLC							
VICTORY ROCK TEXAS, LLC	01/20/2022	5593	01/09/2022	ROAD BASE - PCT 4 CR 137	024-614-3500	ROAD MATERIALS	<u>5,180.93</u>
Vendor VICTORY ROCK TEXAS, LLC Total:							<u>5,180.93</u>
Vendor: WAYNE WRIGHT							
WAYNE WRIGHT	01/20/2022	DEC 2021 RESTITUTION	01/20/2022	RYAN THOMAS ESTRADA 48	010-203-0000	JUDGEMENTS PAYABLE	<u>145.35</u>
Vendor WAYNE WRIGHT Total:							<u>145.35</u>
Grand Total:							<u><u>302,797.80</u></u>

Fund Summary

Fund	Expense Amount
010 - GENERAL	95,209.00
015 - JUDICIAL	2,995.26
020 - ROAD & BRIDGE	1,236.55
021 - PRECINCT - I	19,366.55
022 - PRECINCT - II	15,692.75
023 - PRECINCT - III	21,065.15
024 - PRECINCT - IIII	55,743.48
025 - LAW LIBRARY	560.00
041 - TECHNOLOGY - JP I	194.00
042 - TECHNOLOGY - JP II	6.00
043 - SECURITY - COURTHOUSE	3,435.00
070 - CAPITAL PROJECTS	86,891.10
250 - JUVENILE PROBATION	402.96
Grand Total:	302,797.80

Account Summary

Account Number	Account Name	Expense Amount
010-141-0000	INVENTORY	11,960.00
010-203-0000	JUDGEMENTS PAYABLE	1,410.11
010-208-4000	COUNTY CLERK	100.65
010-208-8000	JP - I	1,842.44
010-208-8100	JP - II	116.43
010-400-3100	SUPPLIES	347.44
010-403-3100	SUPPLIES	1.54
010-409-3100	SUPPLIES	479.78
010-409-4000	PROFESSIONAL SERVICE	94.68
010-409-4030	AUDIT	9,875.00
010-409-4160	DUES	1,225.00
010-409-4300	ADVERTISING	184.00
010-409-4900	IT - SOFTWARE/HARDW	3,415.33
010-435-3100	SUPPLIES	12.69
010-450-3100	SUPPLIES	7.09
010-456-4284	MILEAGE REIMBURSEME	215.04
010-456-4600	LEASE - EQUIPMENT	79.00
010-476-3100	SUPPLIES	1,933.88
010-476-4900	IT - SOFTWARE/HARDW	162.00
010-495-3100	SUPPLIES	5.08
010-495-4150	CONTINUING EDUCATIO	340.00
010-499-3100	SUPPLIES	421.94
010-499-4284	MILEAGE REIMBURSEME	8.78
010-516-3100	SUPPLIES	1,300.69
010-516-3300	UNIFORMS	41.92

Account Summary

Account Number	Account Name	Expense Amount
010-516-4400	UTILITIES	9,314.28
010-516-4520	R & M - GENERAL	519.20
010-540-3102	SUPPLIES - AMBULANCE	620.91
010-540-4200	TELEPHONE	21.48
010-540-4900	IT - SOFTWARE/HARDW	1,495.00
010-543-3100	SUPPLIES	595.77
010-543-4500	R & M - EQUIPMENT	97.29
010-543-5900	CAPITAL	7,853.80
010-560-3100	SUPPLIES	1,958.48
010-560-3120	POSTAGE	27.52
010-560-3300	UNIFORMS	1,717.34
010-560-3900	SUPPLIES - ESTRAY	98.00
010-560-4150	CONTINUING EDUCATIO	63.75
010-560-4500	R & M - EQUIPMENT	264.52
010-560-4540	R & M - VEHICLE	9,870.72
010-560-4600	LEASE - EQUIPMENT	60.38
010-560-4900	IT - SOFTWARE/HARDW	91.00
010-560-4956	SWAT	84.22
010-560-5900	CAPITAL	1,978.93
010-561-3100	SUPPLIES	1,024.44
010-561-3400	SUPPLIES - JANITORIAL	768.30
010-561-4966	INMATE - MEALS	5,419.81
010-580-4200	TELEPHONE	7.15
010-581-3100	SUPPLIES	64.49
010-581-4150	CONTINUING EDUCATIO	250.00
010-600-3100	SUPPLIES	58.60
010-600-4540	R & M - VEHICLE	163.73
010-630-4103	MEDICAL - AUTOPSY	4,300.00
010-645-3100	SUPPLIES	5.38
010-645-4102	MEDICAL - CONTRACTED	10,590.61
010-665-3100	SUPPLIES	36.42
010-665-4852	PROGRAMMING	116.30
010-665-4853	LIVESTOCK SHOWS	90.67
015-426-4050	ATTORNEY - AD LITEM CI	300.00
015-435-4050	ATTORNEY - AD LITEM CI	1,495.26
015-435-4052	ATTORNEY - AD LITEM C	1,200.00
020-610-3100	SUPPLIES	28.71
020-610-3300	UNIFORMS	104.02
020-610-4250	FUEL	16.92
020-610-4400	UTILITIES	1,086.90
021-141-0000	INVENTORY	2,173.75
021-611-3100	SUPPLIES	47.98

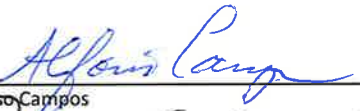
Account Summary

Account Number	Account Name	Expense Amount
021-611-3300	UNIFORMS	287.64
021-611-3500	ROAD MATERIALS	1,348.50
021-611-4150	CONTINUING EDUCATIO	250.00
021-611-4500	R & M - EQUIPMENT	2,733.69
021-611-5900	CAPITAL	12,524.99
022-141-0000	INVENTORY	1,465.19
022-612-3100	SUPPLIES	95.19
022-612-3300	UNIFORMS	388.47
022-612-3500	ROAD MATERIALS	50.00
022-612-4400	UTILITIES	124.90
022-612-4500	R & M - EQUIPMENT	983.99
022-612-4600	LEASE - EQUIPMENT	59.99
022-612-5900	CAPITAL	12,525.02
023-613-3500	ROAD MATERIALS	6,977.32
023-613-4150	CONTINUING EDUCATIO	250.00
023-613-4500	R & M - EQUIPMENT	1,312.84
023-613-5900	CAPITAL	12,524.99
024-614-3100	SUPPLIES	12.00
024-614-3300	UNIFORMS	178.18
024-614-3500	ROAD MATERIALS	21,207.02
024-614-4250	FUEL	21,631.50
024-614-4500	R & M - EQUIPMENT	189.79
024-614-5900	CAPITAL	12,524.99
025-426-4230	ONLINE RESOURCES	76.00
025-426-4370	PUBLICATIONS	186.00
025-475-4230	ONLINE RESOURCES	94.00
025-476-4230	ONLINE RESOURCES	204.00
041-455-4000	PROFESSIONAL SERVICE	194.00
042-456-4000	PROFESSIONAL SERVICE	6.00
043-510-5900	CAPITAL	3,435.00
070-680-4900	IT - SOFTWARE / HARDW	86,891.10
250-572-4846	MONITORING SERVICES	98.00
250-574-4240	ANSWERING SERVICE	110.00
250-574-4400	UTILITIES	194.96
Grand Total:		302,797.80

Project Account Summary

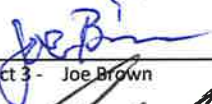
Project Account Key	Expense Amount
None	302,797.80
Grand Total:	302,797.80

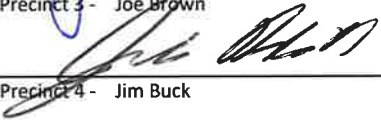
Authorization Signatures


County Judge - Alfonso Campos


Commissioner Precinct 1 - Dee Stephens


Commissioner Precinct 2 - Albert Ray


Commissioner Precinct 3 - Joe Brown


Commissioner Precinct 4 - Jim Buck



Erath County Monthly Investment Report October 2021 - December 2021

THE STATE OF TEXAS
COUNTY OF ERATH
AFFIDAVIT

Pursuant to LGC 2256.023, we, Kimberly Barrier, Erath County Treasurer; Kent Reeves, Erath County Auditor; and Joe Brown, Erath County Commissioner Precinct 3 as Certified Investment Officers, do hereby submit the Quarterly Investment Report. This report is for the quarter ending December 31, 2021, and is submitted for review and recording in the minutes of the court.

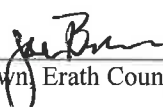
All investments are in compliance with both the Public Funds Investment Act and the Erath County Investment Policy. The investment strategy is to earn the maximum rate of return allowed on the investments while maintaining liquid cash flow and safety of the investments. Erath County's investment portfolio is well diversified and presented in detail on the following pages. The ending investment balance as of December 31, 2021, is \$23,481,337.78, with interest being earned and collected for the quarter of \$4,112.01.

Therefore, Kimberly Barrier, Erath County Treasurer; Kent Reeves, Erath County Auditor; and Joe Brown, Erath County Commissioner Precinct 3, who being fully sworn, upon oath says that the within and foregoing report is true and correct to the best of their knowledge.

Filed with accompanying documents this, the **24th day of January, 2022.**


Kimberly Barrier, Erath County Treasurer

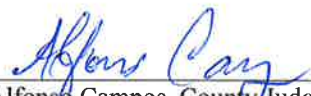

Kent Reeves, Erath County Auditor


Joe Brown, Erath County Commissioner Precinct 3

Commissioners' Court having reviewed the Quarterly Investment Report as presented, having taken reasonable steps to ensure its accuracy and based upon presentation of the Certified Investment Officers approve the report, subject to the county auditor's review and request that it be filed with the official minutes of this meeting. {LGC 2256.023}

In addition, the below signatures affirm that the Quarterly Investment Report compiles with statutes as referenced. {LGC 2256.023}


Dee Stephens, Comm. Pct. #1


Alfonso Campos, County Judge


Albert Ray, Comm. Pct. #2


Joe Brown, Comm. Pct. #3


Jim Buck, Comm. Pct. #4

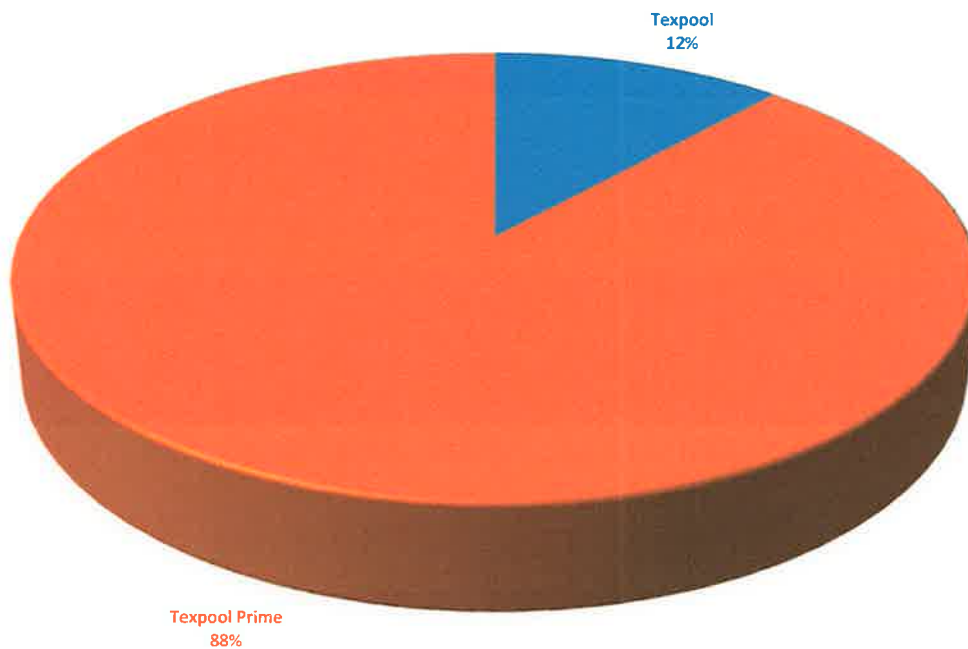
**Erath County Quarterly Investment Report
For Periods October 2021 - December 2021**

Accounts	Beginning Investment Balance	Deposits	Withdrawals	Average Interest Rate	Interest Earned	Ending Investment Balance
<i>Texpool</i>						
General	1,122,399.56			0.04%	104.62	1,122,504.18
Precinct 1	118,036.32			0.04%	10.96	118,047.28
Precinct 2	118,614.63			0.04%	11.06	118,625.69
Precinct 3	237,869.00			0.04%	22.15	237,891.15
Precinct 4	128,091.83		(128,091.83)	0.04%	1.62	-
Adult Probation	363,212.50			0.04%	33.81	363,246.31
Courthouse Security	214,620.86			0.04%	20.09	214,640.95
Records Management	415,886.40			0.04%	38.80	415,925.20
Records Preservation	139,458.34			0.04%	13.07	139,471.41
Totals for Texpool	\$ 2,858,189.44	\$ -	\$ (128,091.83)		\$ 256.18	\$ 2,730,352.17
<i>Texpool Prime</i>						
General	8,114,675.54		(2,000,000.00)	0.07%	1,166.67	6,115,842.21
Precinct 1	696,066.75			0.07%	127.55	696,194.30
Precinct 2	826,853.71			0.07%	151.64	827,005.35
Precinct 3	972,475.45			0.07%	178.33	972,653.78
Precinct 4	349,443.36		(271,908.17)	0.07%	20.45	77,555.64
Indigent Healthcare	1,909,996.86			0.07%	350.18	1,910,347.04
Capital Projects	6,002,438.32			0.07%	1,100.62	6,003,538.94
American Rescue Plan Grant	4,147,087.96			0.07%	760.39	4,147,848.35
Totals for Texpool Prime	\$ 23,019,037.95	\$ -	\$ (2,271,908.17)		\$ 3,855.83	\$ 20,750,985.61
Quarterly Totals	\$ 25,877,227.39	\$ -	\$ (2,400,000.00)		\$ 4,112.01	\$ 23,481,337.78

**Erath County Quarterly Investment Report
For Periods October 2021 - December 2021**

Accounts	Beginning Investment Balance	Deposits	Withdrawals	Earned Interest	Ending Investment Balance
Texpool	2,858,189.44	-	(128,091.83)	256.18	2,730,352.17
Texpool Prime	23,019,037.95	-	(2,271,908.17)	3,855.83	20,750,985.61
Total Investments	\$ 25,877,227.39	\$ -	\$ (2,400,000.00)	\$ 4,112.01	\$ 23,481,337.78

INVESTMENTS





Kimberly Barrier
Erath County Treasurer

FY22 Monthly Report
December 2021

THE STATE OF TEXAS
COUNTY OF ERATH
AFFIDAVIT

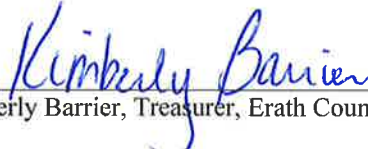
Pursuant to LGC 114.026, I, Kimberly Barrier, Erath County Treasurer do hereby submit the Treasurer's Monthly Report. This report includes, but not limited to, money received and disbursed; debts due to and owed by the county; and all other proceedings in the treasurer's office that pertain to the financial standing of Erath County. The Treasurer's books and the Auditor's general ledger do not agree. The bank statements have been reconciled. Any adjustments have been noted including any amount that has been identified as irreconcilable. Irreconcilable differences will be noted and carried in transit until such time as they have been identified and reconciled on the individual bank statements.

As a matter of internal accounting procedure, any interest earned that is posted by financial institutions to our accounts on the last business day of the month are included in the Erath County Treasurer's Report of same month. Any funds not previously booked will be credited the following month.

The total amount of deposits in custody as of the date of this report is the amount of deposits per the Erath County Treasurer's Report beginning on page 2.

Therefore, Kimberly Barrier, County Treasurer of Erath County, Texas, who being fully sworn, upon oath says that the within and foregoing report is true and correct to the best of her knowledge.

Filed with accompanying documents this, the **24th day of January, 2022.**


Kimberly Barrier, Treasurer, Erath County

Commissioners' Court having reviewed the Treasurer's Report as presented, having taken reasonable steps to ensure its accuracy and based upon presentations of the Treasurer's Office approve the report, subject to the county auditor's review and request that it be filed with the official minutes of this meeting. {LGC 114.026(c)}

In addition, the below signatures affirm that the Treasurers' Report compiles with statutes as referenced. {LGC 114.026(d)}

The affidavit must state the amount of the cash and other assets that are in the custody of the county treasurer at the time of the examination. {LGC 114.026(d)}

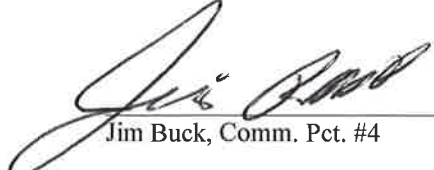
\$30,228,164.38 Month Ending Balance


Alfonso Campos, County Judge


Dee Stephens, Comm. Pct. #1


Albert Ray, Comm. Pct. #2


Joe Brown, Comm. Pct. #3


Jim Buck, Comm. Pct. #4

DECEMBER 2021	Beginning Balance	Cash Receipts	Cash Disbursements	Ending Balance
010 - General Fund	1,801,857.90	1,649,569.68	1,832,832.20	1,618,595.38
015 - Judicial Fund	252,362.29	2,046.00	17,270.00	237,138.29
020 - Road & Bridge Fund	(228,801.81)		17,327.36	(246,129.17)
021 - Precinct 1 Fund	508,033.94	72,887.58	61,226.37	519,695.15
022 - Precinct 2 Fund	634,823.55	86,574.77	73,184.11	648,214.21
023 - Precinct 3 Fund	1,127,338.55	93,321.68	60,534.06	1,160,126.17
024 - Precinct 4 Fund	454,808.04	84,363.41	56,926.01	482,245.44
025 - Law Library Fund	160,517.90	1,225.00	374.00	161,368.90
026 - Jury Fund	3,827.95	33.74		3,861.69
027 - Grants Fund	837,162.98			837,162.98
029 - Contracted Elections Fund	123,922.90			123,922.90
030 - Court Reporter Fund	832.94	45.72		878.66
031 - County Records Management & Preservation Fund	114,182.89	1,059.80		115,242.69
032 - County Clerk Records Management & Preservation Fund	419,019.33	8,921.00	497.87	427,442.46
033 - County Clerk Records Archive Fund	178,294.56	8,740.00		187,034.56
034 - County Clerk County Records Preservation Fund - Digitized	29,190.00	150.00		29,340.00
036 - District Clerk County Records Preservation Fund - Digitized	51,960.33	696.77		52,657.10
037 - District Clerk Records Management & Preservation Fund	9,639.91	310.00		9,949.91
038 - County Specialty Court Fund	10,413.02	408.92		10,821.94
039 - County Clerk Technology Fund	5,176.58	60.96		5,237.54
040 - District Clerk Technology Fund	32,595.97	34.86		32,630.83
041 - Justice of the Peace 1 Technology Fund	146,919.53	696.69	246.00	147,370.22
042 - Justice of the Peace 2 Technology Fund	31,249.61	13.34		31,262.95
043 - Courthouse Security Fund	52,036.26	1,710.39		53,746.65
044 - Justice of the Peace 1 Justice Court Building Security Fund	23,125.79	132.63		23,258.42
045 - Justice of the Peace 2 Justice Court Building Security Fund	5,129.03	2.46		5,131.49
046 - County Pretrial Intervention Fund	109,622.84	1,920.00		111,542.84
047 - Supplemental Court-Initiated Guardianship Fund	32,970.00	140.00		33,110.00
048 - County Child Abuse Prevention Fund	135.22	22.02		157.24
049 - Local Truancy Prevention and Diversion Fund	13,647.72	549.20		14,196.92
050 - County Attorney Forfeiture Fund	18,775.52			18,775.52
051 - District Attorney Forfeiture Fund	44,692.80			44,692.80
053 - Sheriff Forfeiture Fund	1,889.41			1,889.41
056 - Bail Bond Board Fund	14,313.99			14,313.99
057 - County Attorney Hot Check Fund	6,442.35		507.81	5,934.54
058 - District Attorney Hot Check Fund	7,737.93			7,737.93
059 - LEOSE Fund	30,737.07		4,200.00	26,537.07
060 - Debt Service Fund	83,948.15	36,882.64		120,830.79
070 - Capital Projects Fund	(756,216.67)		74,061.25	(830,277.92)
090 - Unclaimed Fund	48,922.96	210.37		49,133.33
225 - Adult Probation Fund	173,599.27	66,411.00	31,167.82	208,842.45
250 - Juvenile Fund	164,604.41	91,665.00	23,617.08	232,652.33
Total Operating	\$ 6,781,442.91	\$ 2,210,805.63	\$ 2,253,971.94	\$ 6,738,276.60

DECEMBER 2021	Beginning Balance	Cash Receipts	Cash Disbursements	Ending Balance
010 - Texpool - General Fund	7,237,841.25	505.14		7,238,346.39
010 - Texpool - General Fund - Capital Projects	6,003,078.26	460.68		6,003,538.94
021 - Texpool - Precinct 1	814,184.41	57.17		814,241.58
022 - Texpool - Precinct 2	945,563.78	67.26		945,631.04
023 - Texpool - Precinct 3	1,210,462.69	82.24		1,210,544.93
024 - Texpool - Precinct 4	77,549.67	5.97		77,555.64
027 - Texpool - American Rescue Plan Fund	4,147,530.08	318.27		4,147,848.35
031 - Texpool - County Records Management & Preservation Fund	139,466.93	4.48		139,471.41
032 - Texpool - County Clerk Records Management & Preservation Fund	415,911.92	13.28		415,925.20
043 - Texpool - Courthouse Security	214,634.07	6.88		214,640.95
092 - Texpool - Indigent Healthcare	1,910,200.46	146.58		1,910,347.04
225 - Texpool - Adult Probation	363,234.73	11.58		363,246.31
Total Investments	\$ 23,479,658.25	\$ 1,679.53	\$ -	\$ 23,481,337.78
010 - General Fund - District Judge	250.00			250.00
010 - General Fund - County Clerk	1,300.00			1,300.00
010 - General Fund - District Clerk	500.00			500.00
010 - General Fund - Justice of the Peace 1	200.00			200.00
010 - General Fund - Justice of the Peace 2	200.00			200.00
010 - General Fund - Treasurer	4,000.00	200.00	200.00	4,000.00
010 - General Fund - Tax Assessor/Collector	2,100.00			2,100.00
Total Operating	\$ 8,550.00	\$ 200.00	\$ 200.00	\$ 8,550.00
TOTAL COUNTY FUNDS	\$ 30,269,651.16	\$ 2,212,685.16	\$ 2,254,171.94	\$ 30,228,164.38



Erath County, TX

Treasurers Report Summary

Date Range: 12/01/2021 - 12/31/2021

Fund	Beginning Cash Balance	Revenues	Expenses	Net Change Assets	Net Change Liabilities	Calculated Ending Balance	Actual Ending Balance	Calculated - Actual Ending
010 - GENERAL	1,998,473.72	1,459,002.29	1,616,218.25	0.00	0.00	1,841,257.76	1,886,908.83	-45,651.07
015 - JUDICIAL	247,495.06	2,046.00	14,920.00	0.00	0.00	234,621.06	232,271.06	2,350.00
020 - ROAD & BRIDGE	63,674.57	0.00	16,988.50	0.00	0.00	46,686.07	47,899.34	-1,213.27
021 - PRECINCT - I	163,911.16	72,944.75	52,344.50	0.00	0.00	184,511.41	179,613.46	4,897.95
022 - PRECINCT - II	151,556.05	86,642.03	69,157.34	0.00	0.00	169,040.74	170,144.72	-1,103.98
023 - PRECINCT - III	394,144.23	93,403.92	60,226.77	0.00	0.00	427,321.38	429,005.87	-1,684.49
024 - PRECINCT - IIII	160,422.54	84,369.38	56,293.94	0.00	0.00	188,497.98	191,896.06	-3,398.08
025 - LAW LIBRARY	160,484.29	1,225.00	374.00	0.00	0.00	161,335.29	161,335.29	0.00
026 - JURY	3,831.72	33.74	0.00	0.00	0.00	3,865.46	3,865.46	0.00
027 - GRANTS	537,162.98	318.27	0.00	0.00	0.00	537,481.25	537,162.98	318.27
028 - ELECTIONS - ADMIN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
029 - ELECTIONS - CONTRACTED	114,248.46	0.00	0.00	0.00	0.00	114,248.46	114,248.46	0.00
030 - COURT REPORTER	829.19	45.72	0.00	0.00	0.00	874.91	874.91	0.00
031 - RECORDS MANAGEMENT - COUNTY	114,251.02	1,059.80	0.00	0.00	0.00	115,310.82	115,310.82	0.00
032 - RECORDS MANAGEMENT - CC	419,664.60	8,921.00	497.87	0.00	0.00	428,087.73	428,153.64	-65.91
033 - ARCHIVED RECORDS - CC	178,925.56	8,740.00	0.00	0.00	0.00	187,665.56	187,665.56	0.00
034 - RECORDS PRESERVATION - CC	29,190.00	150.00	0.00	0.00	0.00	29,340.00	29,340.00	0.00
036 - RECORDS MANAGEMENT - DC	51,960.00	696.77	0.00	0.00	0.00	52,656.77	52,656.77	0.00
037 - RECORDS PRESERVATION - DC	9,640.00	310.00	0.00	0.00	0.00	9,950.00	9,950.00	0.00
038 - SPECIALTY COURT - COUNTY	10,077.91	408.92	0.00	0.00	0.00	10,486.83	10,486.83	0.00
039 - TECHNOLOGY - CC	5,189.24	60.96	0.00	0.00	0.00	5,250.20	5,250.20	0.00
040 - TECHNOLOGY - DC	32,585.13	34.86	0.00	0.00	0.00	32,619.99	32,619.99	0.00
041 - TECHNOLOGY - JP I	146,204.93	696.69	246.00	0.00	0.00	146,655.62	146,655.62	0.00
042 - TECHNOLOGY - JP II	30,515.99	19.34	6.00	0.00	0.00	30,529.33	30,529.33	0.00
043 - SECURITY - COURTHOUSE	52,212.75	1,800.39	90.00	0.00	0.00	53,923.14	53,923.14	0.00
044 - SECURITY - JUSTICE COURT I	23,133.42	132.63	0.00	0.00	0.00	23,266.05	23,266.05	0.00
045 - SECURITY - JUSTICE COURT II	5,132.18	2.46	0.00	0.00	0.00	5,134.64	5,134.64	0.00
046 - PRETRIAL INTERVENTION - COUNTY ATTORNEY	109,623.10	1,920.00	0.00	0.00	0.00	111,543.10	111,543.10	0.00
047 - SUPPLEMENTAL COURT INITIATED GUARDIANSHIP	33,367.87	140.00	0.00	0.00	0.00	33,507.87	33,507.87	0.00
048 - CHILD ABUSE PREVENTION - COUNTY	90.94	22.02	0.00	0.00	0.00	112.96	112.96	0.00
049 - LOCAL TRUANCY PREVENTION DIVERSION	13,735.80	549.20	0.00	0.00	0.00	14,285.00	14,285.00	0.00
050 - FORFEITURE - COUNTY ATTORNEY	12,870.34	0.00	0.00	0.00	0.00	12,870.34	12,870.34	0.00
051 - FORFEITURE - DISTRICT ATTORNEY	44,695.08	0.00	0.00	0.00	0.00	44,695.08	44,695.08	0.00
052 - FORFEITURE - DEA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
053 - FORFEITURE - SHERIFF	7,795.08	0.00	0.00	0.00	0.00	7,795.08	7,795.08	0.00
055 - FORFEITURE - BONDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
056 - BAIL BOND	14,313.61	0.00	0.00	0.00	0.00	14,313.61	14,313.61	0.00

Treasurers Report

Date Range: 12/01/2021 - 12/31/2021

Fund	Beginning Cash Balance	Revenues	Expenses	Net Change Assets	Net Change Liabilities	Calculated Ending Balance	Actual Ending Balance	Calculated - Actual Ending
057 - HOT CHECK - COUNTY ATTORNEY	6,479.98	0.00	507.81	0.00	0.00	5,972.17	6,025.58	-53.41
058 - HOT CHECK - DISTRICT ATTORNEY	7,737.62	0.00	0.00	0.00	0.00	7,737.62	7,737.62	0.00
059 - LEOSE	26,737.07	0.00	4,200.00	0.00	0.00	22,537.07	22,537.07	0.00
060 - DEBT SERVICE	83,978.53	36,883.55	0.00	0.00	0.00	120,862.08	120,862.08	0.00
070 - CAPITAL PROJECTS	43,783.33	460.68	74,061.25	0.00	0.00	-29,817.24	-30,277.92	460.68
075 - JAIL CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
088 - AGENCY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
090 - UNCLAIMED FUNDS	48,921.34	0.00	0.00	0.00	0.00	48,921.34	49,131.71	-210.37
092 - INDIGENT	1.10	0.00	0.00	0.00	0.00	1.10	1.10	0.00
096 - GENERAL FIXED ASSETS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
097 - GENERAL LONG TERM DEBT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
098 - POOLED CASH-I	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
099 - POOLED CASH-II	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
225 - ADULT PROBATION	190,520.81	66,424.11	31,167.82	0.00	0.00	225,777.10	230,243.26	-4,466.16
250 - JUVENILE PROBATION	119,424.45	91,666.79	23,558.26	0.00	0.00	187,532.98	189,293.82	-1,760.84
Report Total:	5,868,992.75	2,021,131.27	2,020,858.31	0.00	0.00	5,869,265.71	5,920,846.39	-51,580.68



Pooled Cash Report - Multiple Fiscals

Erath County, TX

For the Period Ending 12/31/2021

ACCOUNT #	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
CLAIM ON CASH				
010-103-1000	Claim On Cash - General Fund	1,998,473.72	(111,564.89)	1,886,908.83
015-103-1000	Claim On Cash - Judicial	247,495.06	(15,224.00)	232,271.06
020-103-1000	Claim On Cash - R & B	63,674.57	(15,775.23)	47,899.34
021-103-1000	Claim On Cash - Pct 1	163,911.16	15,702.30	179,613.46
022-103-1000	Claim On Cash - Pct 2	151,556.05	18,588.67	170,144.72
023-103-1000	Claim On Cash - P 3	394,144.23	34,861.64	429,005.87
024-103-1000	Claim On Cash - P 4	160,422.54	31,473.52	191,896.06
025-103-1000	Claim On Cash - Law Library	160,484.29	851.00	161,335.29
026-103-1000	Claim On Cash - Jury	3,831.72	33.74	3,865.46
027-103-1000	Claim On Cash - Grants	537,162.98	0.00	537,162.98
029-103-1000	Claim On Cash - Contractual	114,248.46	0.00	114,248.46
030-103-1000	Claim On Cash - Court Reporter	829.19	45.72	874.91
031-103-1000	Claim On Cash - Records Mgmt County	114,251.02	1,059.80	115,310.82
032-103-1000	Claim On Cash - Records Mgmt CC	419,664.60	8,489.04	428,153.64
033-103-1000	Claim On Cash - Archived Records CC	178,925.56	8,740.00	187,665.56
034-103-1000	Claim On Cash - Records Preservation CC	29,190.00	150.00	29,340.00
036-103-1000	Claim On Cash - Records Mgmt DC	51,960.00	696.77	52,656.77
037-103-1000	Claim On Cash - Records Preservation DC	9,640.00	310.00	9,950.00
038-103-1000	Claim On Cash - Specialty Court	10,077.91	408.92	10,486.83
039-103-1000	Claim On Cash - Technology CC	5,189.24	60.96	5,250.20
040-103-1000	Claim On Cash - Technology DC	32,585.13	34.86	32,619.99
041-103-1000	Claim On Cash - Technology JPI	146,204.93	450.69	146,655.62
042-103-1000	Claim On Cash - Technology JPII	30,515.99	13.34	30,529.33
043-103-1000	Claim On Cash - Security CH	52,212.75	1,710.39	53,923.14
044-103-1000	Claim On Cash - Security JPI	23,133.42	132.63	23,266.05
045-103-1000	Claim On Cash - Security JPII	5,132.18	2.46	5,134.64
046-103-1000	Claim On Cash - Pretrial Diversion	109,623.10	1,920.00	111,543.10
047-103-1000	Claim On Cash - Supp Court Init Guardianship	33,367.87	140.00	33,507.87
048-103-1000	Claim On Cash - Child Abuse Prevention	90.94	22.02	112.96
049-103-1000	Claim On Cash - Local Truancy Prevention Div	13,735.80	549.20	14,285.00
050-103-1000	Claim On Cash - Forfeiture County Attorney	12,870.34	0.00	12,870.34
051-103-1000	Claim On Cash - Forfeiture District Attorney	44,695.08	0.00	44,695.08
052-103-1000	Claim On Cash - Forfeiture DEA	0.00	0.00	0.00
053-103-1000	Claim On Cash - Forfeiture Sheriff	7,795.08	0.00	7,795.08
055-103-1000	Claim On Cash - Forfeiture Bonds	0.00	0.00	0.00
056-103-1000	Claim On Cash - Bail Bond	14,313.61	0.00	14,313.61
057-103-1000	Claim On Cash - Hot Check County Attorney	6,479.98	(454.40)	6,025.58
058-103-1000	Claim On Cash - Hot Check District Attorney	7,737.62	0.00	7,737.62
059-103-1000	Claim On Cash - LEOSE	26,737.07	(4,200.00)	22,537.07
060-103-1000	Claim On Cash - Debt Service	83,978.53	36,883.55	120,862.08
070-103-1000	Claim On Cash - Capital Projects	43,783.33	(74,061.25)	(30,277.92)
075-103-1000	Claim On Cash - Jail Construction	0.00	0.00	0.00
088-103-1000	Claim On Cash - Agency	0.00	0.00	0.00
090-103-1000	Claim On Cash - Unclaimed Funds	48,921.34	210.37	49,131.71
092-103-1000	Claim On Cash - Indigent	1.10	0.00	1.10
096-103-1000	Claim On Cash - General Fixed Assets	54.83	0.00	54.83
097-103-1000	Claim On Cash - General Long Term Debt	(0.17)	0.00	(0.17)
098-103-1000	Claim On Cash - Pooled Cash I	0.00	0.00	0.00
225-103-1000	Claim On Cash - Adult Probation	190,520.81	39,722.45	230,243.26
250-103-1000	Claim On Cash - Juvenile Probation	119,424.45	69,869.37	189,293.82
TOTAL CLAIM ON CASH		5,869,047.41	51,853.64	5,920,901.05

ACCOUNT #	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE	
<u>CASH IN BANK</u>					
Cash in Bank					
<u>099-103-1000</u>	CASH - GENERAL OPERATING	5,316,098.58	(313,696.50)	5,002,402.08	
<u>099-103-1005</u>	CASH - AP/PY CLEARING	905,306.65	224,302.01	1,129,608.66	
<u>099-103-1010</u>	CASH - DEBT SERVICE	83,978.37	36,883.55	120,861.92	
<u>099-103-1015</u>	CASH - STATE AGENCY FUNDS	318,475.09	103,131.58	421,606.67	
<u>099-103-1020</u>	CASH - DUBLIN	27,658.95	1,233.00	28,891.95	
TOTAL: Cash in Bank		<u>6,651,517.64</u>	<u>51,853.64</u>	<u>6,703,371.28</u>	
Wages Payable					
<u>099-202-1000</u>	Wages Payable	0.00	0.00	0.00	
TOTAL: Wages Payable		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
TOTAL CASH IN BANK		<u>6,651,517.64</u>	<u>51,853.64</u>	<u>6,703,371.28</u>	
<u>DUE TO OTHER FUNDS</u>					
<u>099-207-0000</u>	Due To Other Funds	6,651,159.64	51,853.64	6,703,013.28	
TOTAL DUE TO OTHER FUNDS		<u>6,651,159.64</u>	<u>51,853.64</u>	<u>6,703,013.28</u>	
Claim on Cash	5,920,901.05	Claim on Cash	5,920,901.05	Cash in Bank	6,703,371.28
Cash in Bank	<u>6,703,371.28</u>	Due To Other Funds	<u>6,703,013.28</u>	Due To Other Funds	<u>6,703,013.28</u>
Difference	<u>(782,470.23)</u>	Difference	<u>(782,112.23)</u>	Difference	<u>358.00</u>

ACCOUNT #	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
ACCOUNTS PAYABLE PENDING				
<u>010-202-0099</u>	Accounts Payable Pending	344,679.51	(192,627.86)	152,051.65
<u>015-202-0099</u>	Accounts Payable Pending	2,350.00	(2,350.00)	0.00
<u>020-202-0099</u>	Accounts Payable Pending	5,326.38	(2,359.58)	2,966.80
<u>021-202-0099</u>	Accounts Payable Pending	22,428.46	(14,405.96)	8,022.50
<u>022-202-0099</u>	Accounts Payable Pending	18,427.60	(11,182.71)	7,244.89
<u>023-202-0099</u>	Accounts Payable Pending	16,977.19	(9,511.69)	7,465.50
<u>024-202-0099</u>	Accounts Payable Pending	15,862.42	(7,969.63)	7,892.79
<u>025-202-0099</u>	Accounts Payable Pending	0.00	0.00	0.00
<u>026-202-0099</u>	Accounts Payable Pending	0.00	0.00	0.00
<u>027-202-0099</u>	Accounts Payable Pending	0.00	0.00	0.00
<u>029-202-0099</u>	Accounts Payable Pending	0.00	0.00	0.00
<u>030-202-0099</u>	Accounts Payable Pending	0.00	0.00	0.00
<u>031-202-0099</u>	Accounts Payable Pending	0.00	0.00	0.00
<u>032-202-0099</u>	Accounts Payable Pending	0.00	0.00	0.00
<u>033-202-0099</u>	Accounts Payable Pending	0.00	0.00	0.00
<u>034-202-0099</u>	Accounts Payable Pending	0.00	0.00	0.00
<u>036-202-0099</u>	Accounts Payable Pending	0.00	0.00	0.00
<u>037-202-0099</u>	Accounts Payable Pending	0.00	0.00	0.00
<u>038-202-0099</u>	Accounts Payable Pending	0.00	0.00	0.00
<u>039-202-0099</u>	Accounts Payable Pending	0.00	0.00	0.00
<u>040-202-0099</u>	Accounts Payable Pending	0.00	0.00	0.00
<u>041-202-0099</u>	Accounts Payable Pending	0.00	0.00	0.00
<u>042-202-0099</u>	Accounts Payable Pending	0.00	0.00	0.00
<u>043-202-0099</u>	Accounts Payable Pending	0.00	0.00	0.00
<u>044-202-0099</u>	Accounts Payable Pending	0.00	0.00	0.00
<u>045-202-0099</u>	Accounts Payable Pending	0.00	0.00	0.00
<u>046-202-0099</u>	Accounts Payable Pending	0.00	0.00	0.00
<u>047-202-0099</u>	Accounts Payable Pending	0.00	0.00	0.00
<u>048-202-0099</u>	Accounts Payable Pending	0.00	0.00	0.00
<u>049-202-0099</u>	Accounts Payable Pending	0.00	0.00	0.00
<u>050-202-0099</u>	Accounts Payable Pending	0.00	0.00	0.00
<u>051-202-0099</u>	Accounts Payable Pending	0.00	0.00	0.00
<u>052-202-0099</u>	Accounts Payable Pending	0.00	0.00	0.00
<u>053-202-0099</u>	Accounts Payable Pending	0.00	0.00	0.00
<u>055-202-0099</u>	Accounts Payable Pending	0.00	0.00	0.00
<u>056-202-0099</u>	Accounts Payable Pending	0.00	0.00	0.00
<u>057-202-0099</u>	Accounts Payable Pending	252.50	(134.21)	118.29
<u>058-202-0099</u>	Accounts Payable Pending	0.00	0.00	0.00
<u>059-202-0099</u>	Accounts Payable Pending	0.00	0.00	0.00
<u>060-202-0099</u>	Accounts Payable Pending	0.00	0.00	0.00
<u>070-202-0099</u>	Accounts Payable Pending	0.00	0.00	0.00
<u>075-202-0099</u>	Accounts Payable Pending	0.00	0.00	0.00
<u>088-202-0099</u>	Accounts Payable Pending	0.00	0.00	0.00
<u>090-202-0099</u>	Accounts Payable Pending	0.00	0.00	0.00
<u>092-202-0099</u>	Accounts Payable Pending	0.00	0.00	0.00
<u>096-202-0099</u>	Accounts Payable Pending	0.00	0.00	0.00
<u>097-202-0099</u>	Accounts Payable Pending	0.00	0.00	0.00
<u>098-202-0099</u>	Accounts Payable Pending	0.00	0.00	0.00
<u>225-202-0099</u>	Accounts Payable Pending	0.00	0.00	0.00
<u>250-202-0099</u>	Accounts Payable Pending	6,339.00	(3,169.50)	3,169.50
TOTAL ACCOUNTS PAYABLE PENDING		<u>432,643.06</u>	<u>(243,711.14)</u>	<u>188,931.92</u>
DUE FROM OTHER FUNDS				
<u>099-131-0000</u>	Due From Other Funds	(432,643.06)	243,711.14	(188,931.92)
TOTAL DUE FROM OTHER FUNDS		<u>(432,643.06)</u>	<u>243,711.14</u>	<u>(188,931.92)</u>
ACCOUNTS PAYABLE				
<u>099-202-0000</u>	Accounts Payable	432,643.06	(243,711.14)	188,931.92

ACCOUNT #	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE	
TOTAL ACCOUNTS PAYABLE		432,643.06	(243,711.14)	188,931.92	
AP Pending	188,931.92	AP Pending	188,931.92	Due From Other Funds	188,931.92
Due From Other Funds	188,931.92	Accounts Payable	188,931.92	Accounts Payable	188,931.92
Difference	0.00	Difference	0.00	Difference	0.00

**Erath County Courthouse
100 West Washington Street
Stephenville, Texas 76401**



**Phone: (254) 965-1483
Facsimile: (254) 965-1447
countytreasurer@co.erath.tx.us**

**Kimberly Barrier
County Treasurer**

Debts Owed by the County

In January 2020, the 2010 Certificate of Obligation was recalled and a purchase was made from The Independent Bank (TIB) of a General Obligation Refunding Bond, Series 2020, to cover the remaining debt of the construction of the jail from 2011. This repurchase lowered the interest rate from 3.85% to 1.99% per annum and increased the principal amount of the bond, which includes cost of issuance, from \$2,330,000.00 to \$2,410,000.00. The savings in interest to be seen by the county with this change is \$83,097.04.

Erath County recently made a payment of interest on October 1, 2021, in the amount of \$18,668.69. The next payment of principal and interest will be on April 1, 2022. With the December 2021 principal amount owed to The Independent Bank (TIB) of \$1,890,000.00.

**Erath County Courthouse
100 West Washington Street
Stephenville, Texas 76401**



**Phone: (254) 965-1483
Facsimile: (254) 965-1447
countytreasurer@co.erath.tx.us**

**Kimberly Barrier
County Treasurer**

On November 2, 2020, the auditor and treasurer's office began using Tyler Technologies Incode 10 Financial Software. The auditor is in charge of the general ledger of the financial software and on numerous occasions we have spoken about the discrepancies in balances that have occurred since July 2020 and during the software conversion. All discrepancies have been reported in the monthly treasurer's reports since July 2020. Numerous discrepancies have occurred since July 2020 due to the auditor's office re-establishing balances of FY2015 for historical data for Incode 10 and journal entries affecting several funds during conversion. Due to funds not being corrected in the Net Data general ledger before conversion, there have been discrepancies within multiple funds. Due to the differences in fund cash balances and bank cash balances, and transposition errors of several funds in the auditor's books, I was not able to properly reconcile November 2020 within the bank reconciliation module of Incode 10. However, as I moved into December 2020 general operating bank reconciliation, I am satisfied that the bank reconciliation module is working properly. This being said, the auditor's books still reflect discrepancies within fund cash balances, known as claims on cash, and the bank cash balances.

The auditor's office has been currently making adjustments to FY2020 within the general ledger, claims on cash, which are causing cash balances of funds to continually change resulting in my office being unable to agree with the cash balances of funds within the auditor's general ledger since June 30, 2020.

Due to the grossly inadequate system information of cash fund balances, I am preparing all treasurer reports manually. The monthly treasurer's reports will strictly reflect cash deposits and cash disbursements and do not include any journal entry adjustments between fund claims on cash since the fund balances cannot be agreed upon in the system at this time.

COPY

To: Honorable Judge Alfonso Campos and Commissioners Dee Stephens, Joe Brown, Jim Buck and Albert Ray;

We, the undersigned citizens of Erath County, Texas, do respectfully request that the following item be added to the agenda for either the January 10 or the January 24, 2022, Erath County Commissioner's Court meeting.

- Presentation by Rick Baker, outside auditor, of his findings in his audit of Erath County financial records.

Respectfully requested,

Rant DeLeon

Carla Russell

Sarah Miller

Dandra Pierce

Shirley Bittentinder

Ann Luckmaster

Kim Fitzgerald Baker

Shila Birdwell

Linda Frank

Jane Fribell

Jane Elyard

Mary Hudinsou

Carol Cowy

Ruth M. Cowy

Debra Hall

Debra Carpenter

Donna Whelan

Wendy Trammell

Wendy Trammell

Dorene & Minder

Gloria J. J. J. J.

Kathy Shaffer

Kurt Russell

Diane Talbot

Jo Lynn Hood

Gale McLeod

Georgia Scott

Jane Klein

Jim Byer

Karen J. Russell

Debra Jargo



Carla Stacy Trussell

23 hrs · 🌐

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A formal request signed by 46 Erath county citizens was submitted to Judge Alfonso Campos and Erath Commissioner's at the December 28th Erath County Commissioner's Court meeting this morning to request that outside auditor, Rick Baker, publicly give the report of his audit findings at a January court session. Mr. Baker recently audited the county's finances and his report has not yet been made public.

Why should the report be made public?

- * Taxpayers funded the outside audit and have a right to know what the results of the audit were
- * Three of the commissioners were not present when Mr. Baker presented his findings and it is extremely important that the commissioners hear Mr. Baker's actual report not a hearsay summary
- * County Treasurer, Kim Barrier, was very publicly charged with being incompetent in her elected position and the public has a right to know whether the auditor found evidence substantiating that charge
- * Citizens have the right for their government officials to be transparent and presenting this audit publicly is necessary to provide the transparency citizens have every right to expect

Please share. Please contact your commissioner and/or the county judge requesting that the audit by Rick Baker be placed on the agenda and publicly presented at a January's commissioner's court session.

MEMORANDUM OF UNDERSTANDING
between
THE CITY OF STEPHENVILLE, TEXAS and
ERATH COUNTY, TEXAS

WHEREAS, in January 2021, in an effort to increase the availability and supply of the COVID-19 vaccine in Erath County, the City of Stephenville and Earth County agreed to jointly open a Vaccination Center; and

WHEREAS, the City of Stephenville, Texas, a municipal corporation (herein referred to as "City"), and Erath County, Texas (herein referred to as "County"), wish to formalize an agreement made in January 2021 to operate the Erath County Vaccination Center (herein referred to as "Center").

THEREFORE, in consideration of the above, City and County enter into this Memorandum of Understanding as follows:

SECTION 1. PURPOSE

To formalize, affirm, and verify the agreement entered into as of January 1, 2021, between City and County for the operation of the Erath County Vaccination Center.

SECTION 3. PERIOD OF AGREEMENT

This agreement was valid for any and all staffing and operating costs incurred from January 1, 2021 through December 31, 2021.

SECTION 2. RESPONSIBILITIES

City and County agreed to each pay half of the costs of staffing and operating the Center.

SECTION 3. BACKGROUND INFORMATION

In January 2021, in an effort to increase COVID-19 vaccine availability, the Texas Department of State Health Services (DSHS) committed to send approximately 300 doses of Moderna Vaccine to Erath County under the supervision of Dr. Kelly Doggett, City of Stephenville Health Official.

The Center was located in the Bosque River Center, 2900 W. Washington Street, Suite 92, Stephenville, Texas, and was the only location that the vaccines provided by DSHS as described above were administered. The Center opened on or about January 28, 2021 and began with vaccinations for those in Groups 1A and 1B as published by DSHS.

County had a previously established partnership with Tarrant County that allowed Erath County residents to register to receive the vaccine; approximately 1,300 Erath County residents that were registered with Tarrant County were contacted about creating an appointment to receive the vaccine locally. Software was obtained to allow appointment scheduling.

SECTION 4. AGREEMENT BY PARTIES

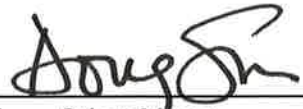
As indicated by signing below, City and County agree to the above statements and further agree that same was their agreement for the stated period.

CITY OF STEPHENVILLE
298 West Washington
Stephenville, Texas 76401



ATTEST:


Staci L. King, City Secretary

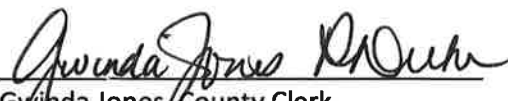

Doug Svien, Mayor
DATE: 1/19/2022

ERATH COUNTY
100 West Washington
Stephenville, Texas 76401


Alfonso Campos, County Judge

DATE: 1-24-2022

ATTEST:


Gwinda Jones, County Clerk