



MINUTES

JANUARY 17, 2017

BRAZOS COUNTY COMMISSIONERS COURT

REGULAR MEETING

A regular meeting of the Commissioners' Court of Brazos County, Texas was held in the Brazos County Commissioners Courtroom in the Administration Building, 200 South Texas Avenue, in Bryan, Brazos County, Texas, beginning at 10:00 a.m. on Tuesday, January 17, 2017 with the following members of the Court present:

Duane Peters, County Judge, Presiding;
Steve Aldrich, Commissioner of Precinct 1;
Sammy Catalena, Commissioner of Precinct 2;
Nancy Berry, Commissioner of Precinct 3;
Irma Cauley, Commissioner of Precinct 4;
Karen McQueen, County Clerk, Absent.

The attached sheets contain the names of the citizens and officials that were in attendance.

1. Invocation and Pledge of Allegiance

- U.S. and Texas Flag - Chaplain G.H. Jones and Commissioner Aldrich

2. Call for Citizen input and/or concerns

There was no citizen's input.

Consider and take action on agenda items 3-26:

3. Approval of the following proclamations recognizing outstanding citizens who have made significant contributions to the Brazos Valley African American Museum and this community:

- 17-002 Isaac Butler
- 17-003 Dr. Shantina R. Dixon
- 17-004 Gwendolyn Elder
- 17-005 Dr. Rebecca Hankins
- 17-006 Prentiss Madison
- 17-007 Debra L. Miller
- 17-008 Jack Miller
- 17-009 Jarvis J. Parsons
- 17-010 Aimee Parsons
- 17-011 Dr. Marisa Suhm
- 17-012 Brenda White
- 17-013 Ellan Neblett Wilson

A copy of each proclamation is attached.

Motion: Approve, Moved by Commissioner Irma Cauley, Seconded by Commissioner Steve Aldrich. Passed. 5-0. Ayes: Aldrich, Berry, Catalena, Cauley, Peters.

4. Resolution 17-001 opposing the change to current statutes regarding care, custody and control of records held by the County and District Clerks.

District Clerk Marc Hamlin spoke to the huge impact this change could have on counties. Mr. Hamlin said that it is important for the local Clerks to maintain control of the records.

Motion: Approve, Moved by Commissioner Nancy Berry, Seconded by Commissioner Irma Cauley. Passed. 5-0. Ayes: Aldrich, Berry, Catalena, Cauley, Peters.

5. Appointment of the following to the Intergovernmental Committee effective immediately:
 - a. Irma Cauley
 - b. Steve Aldrich

Motion: Approve, Moved by Commissioner Sammy Catalena, Seconded by Commissioner Nancy Berry. Passed. 5-0. Ayes: Aldrich, Berry, Catalena, Cauley, Peters.

6. Reappointment of Linda Goolsby as a Board of Trustee on the MHMR Authority of Brazos Valley Board; term of appointment is 3/1/2017 - 2/28/2019.

Motion: Approve, Moved by Commissioner Irma Cauley, Seconded by Commissioner Steve Aldrich. Passed. 5-0. Ayes: Aldrich, Berry, Catalena, Cauley, Peters.

7. Appointment of Tammy Spohn to the Blinn College Board of Trustees; term of appointment is 1/17/17 - 11/30/17.
8. Appointment of Jayson Barfknecht as a Board of Director to the Brazos Valley

Groundwater Conservation District; term of appointment is 1/17/17 - 12/31/20.

Motion: Approve, Moved by Commissioner Sammy Catalena, Seconded by Commissioner Irma Cauley. Passed. 5-0. Ayes: Aldrich, Berry, Catalena, Cauley, Peters.

9. Request authorization for out of state travel for Irene Jett, Budget Officer, to attend the GFOA class on Best Practices and Effective Budget Presentation on February 13 - 14, 2017 and ERP Readiness and System Selection February 15 - 16, 2017 in New Orleans, LA; dates of travel are February 12-16, 2017.

Motion: Approve, Moved by Commissioner Irma Cauley, Seconded by Commissioner Nancy Berry. Passed. 5-0. Ayes: Aldrich, Berry, Catalena, Cauley, Peters.

10. Request for Out of State Travel for Lt. J. Pollock to attend TriCON Conference in Las Vegas, NV; dates of travel are February 26 - March 1, 2017.

Motion: Approve, Moved by Commissioner Sammy Catalena, Seconded by Commissioner Steve Aldrich. Passed. 5-0. Ayes: Aldrich, Berry, Catalena, Cauley, Peters.

11. Payment Authorization to Texas Association of Counties Risk Management Pool in the amount of \$1,000.00 for Claim #AL20160423-2; purchase order was not obtained in advance.

A copy is attached.

Motion: Approve, Moved by Commissioner Irma Cauley, Seconded by Commissioner Nancy Berry. Passed. 5-0. Ayes: Aldrich, Berry, Catalena, Cauley, Peters.

12. Payment Authorization to Texas Association of Counties in the amount of \$922.13 for the insurance reimbursement of claim # AL20160954-1; a purchase order was not obtained in advance.

A copy is attached.

Motion: Approve, Moved by Commissioner Irma Cauley, Seconded by Commissioner Nancy Berry. Passed. 5-0. Ayes: Aldrich, Berry, Catalena, Cauley, Peters.

13. Approval of the following job descriptions:
 - a. Class Code 2806 - Academy Superintendent for Juvenile Academy
 - b. Class Code 1516, Position 01 - Intern, Detention Officer for Sheriff - Jail Admin.

A copy of the job descriptions is attached.

Motion: Approve, Moved by Commissioner Irma Cauley, Seconded by Commissioner Nancy Berry. Passed. 5-0. Ayes: Aldrich, Berry, Catalena, Cauley, Peters.

14. Approval and award of contract for RFP # 17-253 Expo Expansion Phase III.

The Court voted unanimously to accept the recommendation of the Purchasing Agent and awarded Contract RFP # 2017-253 Expo Expansion Phase III to Collier Construction, LLC.

A copy of the bid tabulation and contract is attached.

Motion: Approve, Moved by Commissioner Sammy Catalena, Seconded by Commissioner Steve Aldrich. Passed. 5-0. Ayes: Aldrich, Berry, Catalena, Cauley, Peters.

15. Approval of amendment to the contract with Mitchell and Morgan for the Revisions to County Subdivision and Development Regulations.

A copy of the amended contract is attached.

Motion: Approve, Moved by Commissioner Irma Cauley, Seconded by Commissioner Nancy Berry. Passed. 5-0. Ayes: Aldrich, Berry, Catalena, Cauley, Peters.

16. Consider and take action on the Wellborn Special Utility District utility permit to construct a road bore for a 16-inch water line crossing Timberline Drive 240 feet southeast of N. Graham Road. Crossing will be encased with 24-inch steel casing and maintain a minimum depth of 48 inches below ditch flowline. Site is located in Precinct 1.

Motion: Approve, Moved by Commissioner Steve Aldrich, Seconded by Commissioner Nancy Berry. Passed. 5-0. Ayes: Aldrich, Berry, Catalena, Cauley, Peters.

17. Consider and take action on the Wellborn Special Utility District utility permit to construct a road bore for a 16-inch water line crossing Stagecoach Road 40 feet southwest of N. Dowling Road. Crossing will be encased with 24-inch steel casing and maintain a minimum depth of 48 inches below ditch flowline. Site is located in Precinct 1.

Motion: Approve, Moved by Commissioner Steve Aldrich, Seconded by Commissioner Sammy Catalena. Other. 5-0. Ayes: Aldrich, Berry, Catalena, Cauley, Peters.

18. Consider and take action on the Wellborn Special Utility District utility permit to construct a road bore for a 16-inch water line crossing N. Dowling Road 150 feet southeast of Rock Prairie Road. Crossing will be encased with 24-inch steel casing and maintain a minimum depth of 48 inches below ditch flowline. Site is located in Precinct 1.

Motion: Approve, Moved by Commissioner Steve Aldrich, Seconded by Commissioner

Irma Cauley. Passed. 5-0. Ayes: Aldrich, Berry, Catalena, Cauley, Peters.

19. Consider and take action on the Wellborn Special Utility District utility permit to construct a road bore for a 16-inch water line crossing S. Dowling Road 40 feet northwest of Country Meadows Lane. Crossing will be encased with 24-inch steel casing and maintain a minimum depth of 48 inches below ditch flowline. Site is located in Precinct 1.

Motion: Approve, Moved by Commissioner Steve Aldrich, Seconded by Commissioner Sammy Catalena. Other. 5-0. Ayes: Aldrich, Berry, Catalena, Cauley, Peters.

20. Consider and take action on the Wellborn Special Utility District utility permit to construct a road bore for a 6-inch water line crossing N. Dowling Road 40 feet northwest of Merlin Drive. Crossing will be encased with 10-inch steel casing and maintain a minimum depth of 48 inches below ditch flowline. Site is located in Precinct 1.

Motion: Approve, Moved by Commissioner Steve Aldrich, Seconded by Commissioner Irma Cauley. Other. 5-0. Ayes: Aldrich, Berry, Catalena, Cauley, Peters.

21. Final Plat of Indian Lakes Subdivision, Phase XXVII (27); Lots 1-10, Block 38; 14.402 Acres; J.M. Barrera Survey, A-69; (College Station ETJ) Brazos County, Texas. Site is located in Precinct 1.

Motion: Approve, Moved by Commissioner Steve Aldrich, Seconded by Commissioner Irma Cauley. Other. 5-0. Ayes: Aldrich, Berry, Catalena, Cauley, Peters.

22. Approval of Treasurer's Report for November 2016.

The Court voted unanimously to receive, approve and order filed as submitted the Treasurer's report for November 2016. A copy is attached and made a part of these minutes.

Motion: Approve, Moved by Commissioner Irma Cauley, Seconded by Commissioner Nancy Berry. Passed. 5-0. Ayes: Aldrich, Berry, Catalena, Cauley, Peters.

23. Tax Refund Applications for the following:

- a. Reyes Tirado-overpayment-\$38.00
- b. Enterprise Concepts-overpayment-\$81.48
- c. Daniel Mowery-overpayment-\$34.27
- d. Members Title-overpayment-55.80
- e. McWhiney History Education Group-overpayment-\$7.73
- f. Ryan Johnson-overpayment-\$26.62

Motion: Approve, Moved by Commissioner Sammy Catalena, Seconded by Commissioner Nancy Berry. Passed. 5-0. Ayes: Aldrich, Berry, Catalena, Cauley, Peters.

24. Budget Amendments.

Budget Amendments FY 16/17 16.1 - 16.14

- 16.1 Transfer funds from Courthouse Improvements to Expo Expansion.
- 16.2 Reallocate funds for Hotel Occupancy Tax Fund.
- 16.3 Transfer funds from Non-Departmental to Information Technology.
- 16.4 Reallocate funds for Facility Services.
- 16.5 Reallocate funds for Non-Departmental.
- 16.6 Transfer funds from Contingency and Non-Departmental to Constable, Pct 3.
- 16.7 To recognize revenue for the TJJD State Aid Grant - Juvenile Services.
- 16.8 Reallocate funds for General Capital Improvement - Information Technology.
- 16.9 Transfer funds from Courthouse Renovation to District Attorney.
- 16.10 Transfer funds from General Fund Contingency to Commissioners' Court.
- 16.11 Transfer funds from General Capital Improvement to Sheriff's Office and Constable, Pct 3.
- 16.12 Reallocate funds for District Attorney - Crime Fund.
- 16.13 Transfer funds from Non-Departmental to Information Technology.
- 16.14 Reallocate funds for Tax Assessor/Collector.

Motion: , Moved by Commissioner Nancy Berry, Seconded by Commissioner Irma Cauley. Other. 5-0. Ayes: Aldrich, Berry, Catalena, Cauley, Peters.

25. Personnel Change of Status.

Personnel Action Forms

A copy of the Personnel Change of Status requests is attached.

Motion: Approve, Moved by Commissioner Irma Cauley, Seconded by Commissioner Nancy Berry. Other. 5-0. Ayes: Aldrich, Berry, Catalena, Cauley, Peters.

26. Payment of Claims.

Claims 7151837-7152053

Motion: Approve, Moved by Commissioner Sammy Catalena, Seconded by Commissioner Irma Cauley. Passed. 5-0. Ayes: Aldrich, Berry, Catalena, Cauley, Peters.

27. Acknowledgement of the Brazos County Expo Complex FY 2017 First Quarter Sales & Marketing Report.

Expo Director Tom Quarles stated this is the most challenging quarter because of the

month of December, but they continued to have a full schedule. Mr. Quarles said they take advantage of the slow month and do their deep cleaning at that time. Mr. Quarles also stated that the expansion will allow them to book multiple events on the same date.

The Court acknowledged receipt of the Brazos County Expo Complex FY 2017 First Quarter Sales and Marketing Report.

28. Acknowledgement of Monthly Reports submitted in December 2016.

The Court acknowledged receipt of the Extension Service reports submitted in December 2016 and acknowledged receipt of reports from the following County and Precinct Offices showing revenues collected and remitted to the County Treasurer:

County Clerk
District Clerk
Justice of the Peace Precinct 1
Justice of the Peace Precinct 2
Justice of the Peace Precinct 4
Constable Precinct 2
Constable Precinct 3
Constable Precinct 4

29. Sheriff's report on inmate population.

Sheriff Chris Kirk announced he would like to recognize Wayne Dicky's 31st anniversary with Brazos County.

Sheriff Kirk stated there were 626 inmates in jail, 552 inmates are male and 74 are female, 43 have electronic monitors and 10 are pending for monitors.

30. Announcement of interest items and possible future agenda topics.


There were no announcements.

31. Call for Citizen input and/or concerns

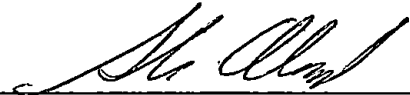
There was no citizen's input.

32. Adjourn.


The foregoing minutes of the Commissioners Court meeting held January 17, 2017 have been examined and are approved in open Court this 6th day of February, 2017, in Bryan, Brazos County, Texas.



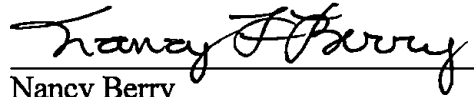
Duane Peters
County Judge



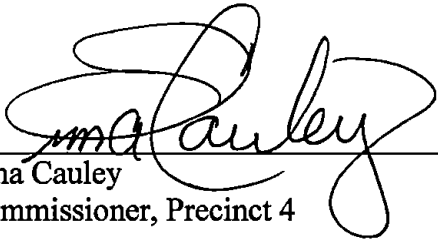
Steve Aldrich
Commissioner, Precinct 1



Sammy Catalena
Commissioner, Precinct 2



Nancy Berry
Commissioner, Precinct 3

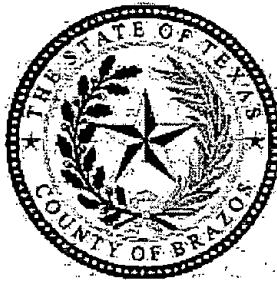


Irma Cauley
Commissioner, Precinct 4

Attest:



Karen McQueen
County Clerk



FILED FOR RECORD
DATE 1-13-17
AT 10:20 O'CLOCK A M
KAREN MCQUEEN
BRAZOS COUNTY CLERK
By Debbi Baker

**BRAZOS COUNTY
BRYAN, TEXAS
NOTICE OF MEETING AND AGENDA**

BRAZOS COUNTY COMMISSIONERS COURT

**THE COMMISSIONERS COURT OF BRAZOS COUNTY WILL MEET IN
REGULAR SESSION ON JANUARY 17, 2017 AT 10:00 AM IN THE
COMMISSIONERS COURTROOM OF THE COUNTY ADMINISTRATION
BUILDING, 200 SOUTH TEXAS AVE., SUITE 106, BRYAN, TX 77803**

1. Invocation and Pledge of Allegiance
- U.S. and Texas Flag - Chaplain G.H. Jones and Commissioner Aldrich.
2. Call for Citizen input and/or concerns

Consider and take action on agenda items 3-26:

3. Approval of the following proclamations recognizing outstanding citizens who have made significant contributions to the Brazos Valley African American Museum and this community:
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 15. Approval of amendment to the contract with Mitchell and Morgan for the Revisions to County Subdivision and Development Regulations.
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25. Personnel Change of Status.
Personnel Action Forms
26. Payment of Claims.
27. Acknowledgement of the Brazos County Expo Complex FY 2017 First Quarter Sales & Marketing Report.
28. Acknowledgement of Monthly Reports submitted in December 2016.
29. Sheriff's report on inmate population.
30. Announcement of interest items and possible future agenda topics.
31. Call for Citizen input and/or concerns
32. Adjourn.

PUBLIC COMMENTS

Public Comment during the Commission Meeting may be for all matters, both on and off the agenda, and be limited to four minutes per person. Persons are invited to submit comments in writing on the agenda items and/or attend and make comment at the Commission meeting. Members of the public are reminded that the Brazos County Commissioners Court is a Constitutional Court, with both judicial and legislative powers, created under Article V, Section 1 and Section 18 of the Texas Constitution. As a Constitutional Court, the Brazos County Commissioners Court also possesses the power to issue a Contempt of Court Citation under Section 81.024 of the Texas Local Government Code. Accordingly, members of the public in attendance at any Regular, Special and/or Emergency meeting of the Court shall conduct themselves with proper respect and decorum in speaking to, and/or addressing the Court; in participating in public discussions before the Court; and in all actions in the presence of the Court. Those members of the public who are inappropriately attired and/or who do not conduct themselves in an orderly and appropriate manner will be ordered to leave the meeting. Refusal to abide by the Court's Order and/or continued disruption of the meeting may result in a Contempt of Court Citation.

It is not the intention of the Brazos County Commissioners Court to provide a public forum for the demeaning of any individual or group. Neither is it the intention of the Court to allow a member (or members) of the public to insult the honesty and/or integrity of the Court, as a body, or any member or members of the Court, or County employees, individually or collectively. Accordingly, profane, insulting or threatening language directed toward the Court and/or any person in the Court's presence and/or racial, ethnic or gender slurs or epithets will not be tolerated. Violation of these rules may result in the following sanctions:

1. cancellation of a speaker's time;
2. removal from the Commissioners Court;
3. a Contempt Citation; and/or
4. such other and/or criminal sanctions as may be authorized under the Constitution, Statutes and Codes of the State of Texas.

The County Commissioners Court can deliberate or take action only if a matter has been listed on an agenda properly posted prior to the meeting. During the public comment period, speakers may address matters not listed on the published agenda. The Open Meeting Law does not expressly prohibit responses to public comments by the Commissioners Court. However, responses from the County Judge or Commissioners to unlisted public comment topics could become deliberation on a matter without notice to the public. To ensure the public has notice of all matters the Commissioners Court will consider, the County Judge and/or Commissioners may choose not to respond to public comments, except to correct factual inaccuracies, recite existing policy in response to an inquiry or to ask that a matter be listed on a future agenda. See Texas Open Meetings Act Section 551.042.

INVOCATION

Any invocation that may be offered before the official start of the Court meeting shall be to and for the benefit of the Court. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Court and do not necessarily represent the religious beliefs or views of the Court in part or as a whole. No member of the community is required to attend or participate in the invocation and such decision will have no impact on their right to actively participate in the business of the Court.

The Commissioners Courtroom of the County Administration Building, 200 South Texas Ave., Suite 106, Bryan, TX 77803 is wheelchair accessible. Handicap parking spaces are available. Any request for sign interpretive services must be made two working days before the meeting. To make arrangements, please call (979) 361-4102.

BRAZOS COUNTY COMMISSIONER'S COURT

17 DAY OF January, 20
10:00 a.m. AM/PM,

Name

(PLEASE PRINT)

Organization

(PLEASE PRINT)

BILL OLIVERKatie ConnerCheryl CostmanMarc HamlinStephen EastCheryl EastIrene JeffWAYNE DICKYJeff ReevesDon QuarlesTeresa RamseyJim StewartWM. CHARLES WENDTChristy NortonBeth R. MunnWILLIAMAuditorComm. Ct.DCChelbun SMDChelbunBudgetSVConstable Pet 1ExpoCo. Clerk's officeSVPURCHASINGPurchasingCA

BRAZOS COUNTY COMMISSIONER'S COURT

17th DAY OF January, 2017
10:00 AM/PM, _____

Name

(PLEASE PRINT)

Jennifer Salazar

LAURA T DAVIS

Sheriff Kirk

ALAN MUNGER

Jayson BARFKNECHT

Jess Workman

Candy Gallego

Organization

(PLEASE PRINT)

HR

TREAS

Sheriff's Dept.

R&B

City of Bryan

County Clerk's Office

Comm. Court



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 1/17/2017

ITEM: Approval of the following proclamations recognizing outstanding citizens who have made significant contributions to the Brazos Valley African American Museum and this community:

- 17-002 Isaac Butler
- 17-003 Dr. Shantina R. Dixon
- 17-004 Gwendolyn Elder
- 17-005 Dr. Rebecca Hankins
- 17-006 Prentiss Madison
- 17-007 Debra L. Miller
- 17-008 Jack Miller
- 17-009 Jarvis J. Parsons
- 17-010 Aimee Parsons
- 17-011 Dr. Marisa Suhm
- 17-012 Brenda White
- 17-013 Ellan Neblett Wilson

TO: Commissioners Court

DATE: 01/11/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

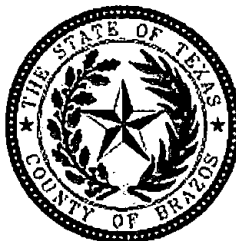
File Name

Description

Type

cojudmxm363n@co.brazos.tx.us 20170111_170841.pdf Procamations

Cover Memo



Proclamation

Honoring

Ellan Neblett Wilson

*In Appreciation of Her Significant Contributions
to the*

Brazos Valley African American Museum

- Whereas* The African American National Historical Society and the Brazos Valley African American Museum are pleased to recognize twelve (12) outstanding citizens who have made significant contributions to the Brazos Valley African American Museum and to this community; and
- Whereas* The Brazos Valley African American Museum was dedicated and celebrated its grand opening on July 22, 2006 thanks in large part to the efforts, contributions and prayers of these outstanding citizens; and
- Whereas* The Museum's membership started with over 50 citizens upon the grand opening of its doors; and
- Whereas* The Museum continues to welcome new members of all races, creeds and ethnicities who have an appreciation for the wealth of diversity in the Brazos Valley now and throughout its history; and
- Whereas* The Museum showcases through art exhibits the works of talented local artists, and offers educational enrichment programs to the general public.

Now, Therefore, Be It Proclaimed that the Commissioners Court of Brazos County, Texas does hereby recognize *Ellan Neblett Wilson* in appreciation of her significant contributions to the Brazos Valley African American Museum in Bryan, Texas.

Proclaimed this 17th day of January, 2017 in Bryan, Brazos County, Texas.

A handwritten signature in black ink, appearing to read "Duane Peters".

Duane Peters
County Judge

A handwritten signature in black ink, appearing to read "Steve Aldrich".
Commissioner Steve Aldrich
Precinct 1A handwritten signature in black ink, appearing to read "Nancy Berry".
Commissioner Nancy Berry
Precinct 3A handwritten signature in black ink, appearing to read "Sammy Catalena".
Commissioner Sammy Catalena
Precinct 2A handwritten signature in black ink, appearing to read "Irma Cauley".
Commissioner Irma Cauley
Precinct 4



Proclamation

*Honoring
Brenda White*

*In Appreciation of Her Significant Contributions
to the
Brazos Valley African American Museum*

- Whereas* The African American National Historical Society and the Brazos Valley African American Museum are pleased to recognize twelve (12) outstanding citizens who have made significant contributions to the Brazos Valley African American Museum and to this community; and
- Whereas* The Brazos Valley African American Museum was dedicated and celebrated its grand opening on July 22, 2006 thanks in large part to the efforts, contributions and prayers of these outstanding citizens; and
- Whereas* The Museum's membership started with over 50 citizens upon the grand opening of its doors; and
- Whereas* The Museum continues to welcome new members of all races, creeds and ethnicities who have an appreciation for the wealth of diversity in the Brazos Valley now and throughout its history; and
- Whereas* The Museum showcases through art exhibits the works of talented local artists, and offers educational enrichment programs to the general public.

Now, Therefore, Be It Proclaimed that the Commissioners Court of Brazos County, Texas does hereby recognize *Brenda White* in appreciation of her significant contributions to the Brazos Valley African American Museum in Bryan, Texas.

Proclaimed this 17th day of January, 2017 in Bryan, Brazos County, Texas.

A handwritten signature in black ink, appearing to read "Duane Peters", is written over a horizontal line.

Duane Peters
County Judge

A handwritten signature in black ink, appearing to read "Steve Aldrich", is written over a horizontal line.

Commissioner Steve Aldrich
Precinct 1

A handwritten signature in black ink, appearing to read "Nancy Berry", is written over a horizontal line.

Commissioner Nancy Berry
Precinct 3

A handwritten signature in black ink, appearing to read "Sammy Catalena", is written over a horizontal line.

Commissioner Sammy Catalena
Precinct 2

A handwritten signature in black ink, appearing to read "Irma Cauley", is written over a horizontal line.

Commissioner Irma Cauley
Precinct 4



Proclamation

Honoring

Aimee Parsons

*In Appreciation of Her Significant Contributions
to the*

Brazos Valley African American Museum

Whereas The African American National Historical Society and the Brazos Valley African American Museum are pleased to recognize twelve (12) outstanding citizens who have made significant contributions to the Brazos Valley African American Museum and to this community; and

Whereas The Brazos Valley African American Museum was dedicated and celebrated its grand opening on July 22, 2006 thanks in large part to the efforts, contributions and prayers of these outstanding citizens; and

Whereas The Museum's membership started with over 50 citizens upon the grand opening of its doors; and

Whereas The Museum continues to welcome new members of all races, creeds and ethnicities who have an appreciation for the wealth of diversity in the Brazos Valley now and throughout its history; and

Whereas The Museum showcases through art exhibits the works of talented local artists, and offers educational enrichment programs to the general public.

Now, Therefore, Be It Proclaimed that the Commissioners Court of Brazos County, Texas does hereby recognize *Aimee Parsons* in appreciation of her significant contributions to the Brazos Valley African American Museum in Bryan, Texas.

Proclaimed this 17th day of January, 2017 in Bryan, Brazos County, Texas.

A handwritten signature in black ink, appearing to read "Duane Peters", written over a horizontal line.

Duane Peters
County Judge

A handwritten signature in black ink, appearing to read "Steve Aldrich", written over a horizontal line.

Commissioner Steve Aldrich
Precinct 1

A handwritten signature in black ink, appearing to read "Nancy Berry", written over a horizontal line.

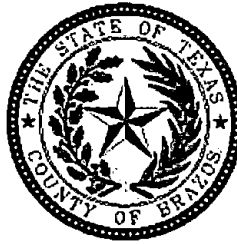
Commissioner Nancy Berry
Precinct 3

A handwritten signature in black ink, appearing to read "Sammy Catalena", written over a horizontal line.

Commissioner Sammy Catalena
Precinct 2

A handwritten signature in black ink, appearing to read "Irma Cauley", written over a horizontal line.

Commissioner Irma Cauley
Precinct 4



Proclamation

Honoring

Dr. Marisa Suhm

*In Appreciation of Her Significant Contributions
to the
Brazos Valley African American Museum*

- Whereas* The African American National Historical Society and the Brazos Valley African American Museum are pleased to recognize twelve (12) outstanding citizens who have made significant contributions to the Brazos Valley African American Museum and to this community; and
- Whereas* The Brazos Valley African American Museum was dedicated and celebrated its grand opening on July 22, 2006 thanks in large part to the efforts, contributions and prayers of these outstanding citizens; and
- Whereas* The Museum's membership started with over 50 citizens upon the grand opening of its doors; and
- Whereas* The Museum continues to welcome new members of all races, creeds and ethnicities who have an appreciation for the wealth of diversity in the Brazos Valley now and throughout its history; and
- Whereas* The Museum showcases through art exhibits the works of talented local artists, and offers educational enrichment programs to the general public.

Now, Therefore, Be It Proclaimed that the Commissioners Court of Brazos County, Texas does hereby recognize *Dr. Marisa Suhm* in appreciation of her significant contributions to the Brazos Valley African American Museum in Bryan, Texas.

Proclaimed this 17th day of January, 2017 in Bryan, Brazos County, Texas.

A handwritten signature in black ink, appearing to read "Duane Peters".

Duane Peters
County Judge

A handwritten signature in black ink, appearing to read "Steve Aldrich".

Commissioner Steve Aldrich
Precinct 1

A handwritten signature in black ink, appearing to read "Nancy Berry".

Commissioner Nancy Berry
Precinct 3

A handwritten signature in black ink, appearing to read "Sammy Catalena".

Commissioner Sammy Catalena
Precinct 2

A handwritten signature in black ink, appearing to read "Irma Cauley".

Commissioner Irma Cauley
Precinct 4



Proclamation

Honoring

Jarvis J. Parsons

*In Appreciation of His Significant Contributions
to the*

Brazos Valley African American Museum

- Whereas* The African American National Historical Society and the Brazos Valley African American Museum are pleased to recognize twelve (12) outstanding citizens who have made significant contributions to the Brazos Valley African American Museum and to this community; and
- Whereas* The Brazos Valley African American Museum was dedicated and celebrated its grand opening on July 22, 2006 thanks in large part to the efforts, contributions and prayers of these outstanding citizens; and
- Whereas* The Museum's membership started with over 50 citizens upon the grand opening of its doors; and
- Whereas* The Museum continues to welcome new members of all races, creeds and ethnicities who have an appreciation for the wealth of diversity in the Brazos Valley now and throughout its history; and
- Whereas* The Museum showcases through art exhibits the works of talented local artists, and offers educational enrichment programs to the general public.

Now, Therefore, Be It Proclaimed that the Commissioners Court of Brazos County, Texas does hereby recognize *Jarvis J. Parsons* in appreciation of his significant contributions to the Brazos Valley African American Museum in Bryan, Texas.

Proclaimed this 17th day of January, 2017 in Bryan, Brazos County, Texas.

A handwritten signature in black ink, appearing to read "Duane Peters", written over a horizontal line.

Duane Peters
County Judge

A handwritten signature in black ink, appearing to read "Steve Aldrich", written over a horizontal line.

Commissioner Steve Aldrich
Precinct 1

A handwritten signature in black ink, appearing to read "Nancy Berry", written over a horizontal line.

Commissioner Nancy Berry
Precinct 3

A handwritten signature in black ink, appearing to read "Sammy Catalena", written over a horizontal line.

Commissioner Sammy Catalena
Precinct 2

A handwritten signature in black ink, appearing to read "Irma Cauley", written over a horizontal line.

Commissioner Irma Cauley
Precinct 4



Proclamation

Honoring

Debra L. Miller

*In Appreciation of Her Significant Contributions
to the*

Brazos Valley African American Museum

- Whereas* The African American National Historical Society and the Brazos Valley African American Museum are pleased to recognize twelve (12) outstanding citizens who have made significant contributions to the Brazos Valley African American Museum and to this community; and
- Whereas* The Brazos Valley African American Museum was dedicated and celebrated its grand opening on July 22, 2006 thanks in large part to the efforts, contributions and prayers of these outstanding citizens; and
- Whereas* The Museum's membership started with over 50 citizens upon the grand opening of its doors; and
- Whereas* The Museum continues to welcome new members of all races, creeds and ethnicities who have an appreciation for the wealth of diversity in the Brazos Valley now and throughout its history; and
- Whereas* The Museum showcases through art exhibits the works of talented local artists, and offers educational enrichment programs to the general public.

Now, Therefore, Be It Proclaimed that the Commissioners Court of Brazos County, Texas does hereby recognize *Debra L. Miller* in appreciation of her significant contributions to the Brazos Valley African American Museum in Bryan, Texas.

Proclaimed this 17th day of January, 2017 in Bryan, Brazos County, Texas.

A handwritten signature in black ink, appearing to read "Duane Peters", is written over a horizontal line.

Duane Peters
County Judge

A handwritten signature in black ink, appearing to read "Steve Aldrich", is written over a horizontal line.

Commissioner Steve Aldrich
Precinct 1

A handwritten signature in black ink, appearing to read "Nancy Berry", is written over a horizontal line.

Commissioner Nancy Berry
Precinct 3

A handwritten signature in black ink, appearing to read "Sammy Catalena", is written over a horizontal line.

Commissioner Sammy Catalena
Precinct 2

A handwritten signature in black ink, appearing to read "Irma Cauley", is written over a horizontal line.

Commissioner Irma Cauley
Precinct 4



Proclamation

*Honoring
Jack Miller*

*In Appreciation of His Significant Contributions
to the
Brazos Valley African American Museum*

- Whereas* The African American National Historical Society and the Brazos Valley African American Museum are pleased to recognize twelve (12) outstanding citizens who have made significant contributions to the Brazos Valley African American Museum and to this community; and
- Whereas* The Brazos Valley African American Museum was dedicated and celebrated its grand opening on July 22, 2006 thanks in large part to the efforts, contributions and prayers of these outstanding citizens; and
- Whereas* The Museum's membership started with over 50 citizens upon the grand opening of its doors; and
- Whereas* The Museum continues to welcome new members of all races, creeds and ethnicities who have an appreciation for the wealth of diversity in the Brazos Valley now and throughout its history; and
- Whereas* The Museum showcases through art exhibits the works of talented local artists, and offers educational enrichment programs to the general public.

Now, Therefore, Be It Proclaimed that the Commissioners Court of Brazos County, Texas does hereby recognize *Jack Miller* in appreciation of his significant contributions to the Brazos Valley African American Museum in Bryan, Texas.

Proclaimed this 17th day of January, 2017 in Bryan, Brazos County, Texas.

A handwritten signature in black ink, appearing to read "Duane Peters", is written over a horizontal line.

Duane Peters
County Judge

A handwritten signature in black ink, appearing to read "Steve Aldrich", is written over a horizontal line.

Commissioner Steve Aldrich
Precinct 1

A handwritten signature in black ink, appearing to read "Nancy Berry", is written over a horizontal line.

Commissioner Nancy Berry
Precinct 3

A handwritten signature in black ink, appearing to read "Sammy Catalena", is written over a horizontal line.

Commissioner Sammy Catalena
Precinct 2

A handwritten signature in black ink, appearing to read "Irma Cauley", is written over a horizontal line.

Commissioner Irma Cauley
Precinct 4



Proclamation

Honoring

Dr. Rebecca Hankins

*In Appreciation of Her Significant Contributions
to the*

Brazos Valley African American Museum

- Whereas* The African American National Historical Society and the Brazos Valley African American Museum are pleased to recognize twelve (12) outstanding citizens who have made significant contributions to the Brazos Valley African American Museum and to this community; and
- Whereas* The Brazos Valley African American Museum was dedicated and celebrated its grand opening on July 22, 2006 thanks in large part to the efforts, contributions and prayers of these outstanding citizens; and
- Whereas* The Museum's membership started with over 50 citizens upon the grand opening of its doors; and
- Whereas* The Museum continues to welcome new members of all races, creeds and ethnicities who have an appreciation for the wealth of diversity in the Brazos Valley now and throughout its history; and
- Whereas* The Museum showcases through art exhibits the works of talented local artists, and offers educational enrichment programs to the general public.

Now, Therefore, Be It Proclaimed that the Commissioners Court of Brazos County, Texas does hereby recognize *Dr. Rebecca Hankins* in appreciation of her significant contributions to the Brazos Valley African American Museum in Bryan, Texas.

Proclaimed this 17th day of January, 2017 in Bryan, Brazos County, Texas.

A handwritten signature in black ink, appearing to read "Duane Peters", is written over a horizontal line.

Duane Peters
County Judge

A handwritten signature in black ink, appearing to read "Steve Aldrich", is written over a horizontal line.

Commissioner Steve Aldrich
Precinct 1

A handwritten signature in black ink, appearing to read "Nancy Berry", is written over a horizontal line.

Commissioner Nancy Berry
Precinct 3

A handwritten signature in black ink, appearing to read "Sammy Catalena", is written over a horizontal line.

Commissioner Sammy Catalena
Precinct 2

A handwritten signature in black ink, appearing to read "Irma Cauley", is written over a horizontal line.

Commissioner Irma Cauley
Precinct 4



Proclamation
Honoring
Prentiss Madison
In Appreciation of His Significant Contributions
to the
Brazos Valley African American Museum

- Whereas* The African American National Historical Society and the Brazos Valley African American Museum are pleased to recognize twelve (12) outstanding citizens who have made significant contributions to the Brazos Valley African American Museum and to this community; and
- Whereas* The Brazos Valley African American Museum was dedicated and celebrated its grand opening on July 22, 2006 thanks in large part to the efforts, contributions and prayers of these outstanding citizens; and
- Whereas* The Museum's membership started with over 50 citizens upon the grand opening of its doors; and
- Whereas* The Museum continues to welcome new members of all races, creeds and ethnicities who have an appreciation for the wealth of diversity in the Brazos Valley now and throughout its history; and
- Whereas* The Museum showcases through art exhibits the works of talented local artists, and offers educational enrichment programs to the general public.

Now, Therefore, Be It Proclaimed that the Commissioners Court of Brazos County, Texas does hereby recognize **Prentiss Madison** in appreciation of his significant contributions to the Brazos Valley African American Museum in Bryan, Texas.

Proclaimed this 17th day of January, 2017 in Bryan, Brazos County, Texas.

A handwritten signature of Duane Peters, County Judge, is written over a horizontal line.

Duane Peters
County Judge

A handwritten signature of Commissioner Steve Aldrich, Precinct 1, is written over a horizontal line.

Commissioner Steve Aldrich
Precinct 1

A handwritten signature of Commissioner Nancy Berry, Precinct 3, is written over a horizontal line.

Commissioner Nancy Berry
Precinct 3

A handwritten signature of Commissioner Sammy Catalena, Precinct 2, is written over a horizontal line.

Commissioner Sammy Catalena
Precinct 2

A handwritten signature of Commissioner Irma Cauley, Precinct 4, is written over a horizontal line.

Commissioner Irma Cauley
Precinct 4



Proclamation
Honoring
Gwendolyn Elder
In Appreciation of Her Significant Contributions
to the
Brazos Valley African American Museum

- Whereas* The African American National Historical Society and the Brazos Valley African American Museum are pleased to recognize twelve (12) outstanding citizens who have made significant contributions to the Brazos Valley African American Museum and to this community; and
- Whereas* The Brazos Valley African American Museum was dedicated and celebrated its grand opening on July 22, 2006 thanks in large part to the efforts, contributions and prayers of these outstanding citizens; and
- Whereas* The Museum's membership started with over 50 citizens upon the grand opening of its doors; and
- Whereas* The Museum continues to welcome new members of all races, creeds and ethnicities who have an appreciation for the wealth of diversity in the Brazos Valley now and throughout its history; and
- Whereas* The Museum showcases through art exhibits the works of talented local artists, and offers educational enrichment programs to the general public.

Now, Therefore, Be It Proclaimed that the Commissioners Court of Brazos County, Texas does hereby recognize **Gwendolyn Elder** in appreciation of her significant contributions to the Brazos Valley African American Museum in Bryan, Texas.

Proclaimed this 17th day of January, 2017 in Bryan, Brazos County, Texas.

A handwritten signature in black ink, appearing to read "Duane Peters", written over a horizontal line.

Duane Peters
County Judge

A handwritten signature in black ink, appearing to read "Steve Aldrich", written over a horizontal line.

Commissioner Steve Aldrich
Precinct 1

A handwritten signature in black ink, appearing to read "Nancy Berry", written over a horizontal line.

Commissioner Nancy Berry
Precinct 3

A handwritten signature in black ink, appearing to read "Sammy Catalena", written over a horizontal line.

Commissioner Sammy Catalena
Precinct 2

A handwritten signature in black ink, appearing to read "Irma Cauley", written over a horizontal line.

Commissioner Irma Cauley
Precinct 4



Proclamation

Honoring

Dr. Shantina R. Dixon

*In Appreciation of Her Significant Contributions
to the*

Brazos Valley African American Museum

Whereas The African American National Historical Society and the Brazos Valley African American Museum are pleased to recognize twelve (12) outstanding citizens who have made significant contributions to the Brazos Valley African American Museum and to this community; and

Whereas The Brazos Valley African American Museum was dedicated and celebrated its grand opening on July 22, 2006 thanks in large part to the efforts, contributions and prayers of these outstanding citizens; and

Whereas The Museum's membership started with over 50 citizens upon the grand opening of its doors; and

Whereas The Museum continues to welcome new members of all races, creeds and ethnicities who have an appreciation for the wealth of diversity in the Brazos Valley now and throughout its history; and

Whereas The Museum showcases through art exhibits the works of talented local artists, and offers educational enrichment programs to the general public.

Now, Therefore, Be It Proclaimed that the Commissioners Court of Brazos County, Texas does hereby recognize *Dr. Shantina R. Dixon* in appreciation of her significant contributions to the Brazos Valley African American Museum in Bryan, Texas.

Proclaimed this 17th day of January, 2017 in Bryan, Brazos County, Texas.

A handwritten signature in black ink, appearing to read "Duane Peters", is written over a horizontal line.

Duane Peters
County Judge

A handwritten signature in black ink, appearing to read "Steve Aldrich", is written over a horizontal line.

Commissioner Steve Aldrich
Precinct 1

A handwritten signature in black ink, appearing to read "Nancy Berry", is written over a horizontal line.

Commissioner Nancy Berry
Precinct 3

A handwritten signature in black ink, appearing to read "Sammy Catalena", is written over a horizontal line.

Commissioner Sammy Catalena
Precinct 2

A handwritten signature in black ink, appearing to read "Irma Cauley", is written over a horizontal line.

Commissioner Irma Cauley
Precinct 4



Proclamation

Honoring

Isaac Butler

*In Appreciation of His Significant Contributions
to the*

Brazos Valley African American Museum

- Whereas* The African American National Historical Society and the Brazos Valley African American Museum are pleased to recognize twelve (12) outstanding citizens who have made significant contributions to the Brazos Valley African American Museum and to this community; and
- Whereas* The Brazos Valley African American Museum was dedicated and celebrated its grand opening on July 22, 2006 thanks in large part to the efforts, contributions and prayers of these outstanding citizens; and
- Whereas* The Museum's membership started with over 50 citizens upon the grand opening of its doors; and
- Whereas* The Museum continues to welcome new members of all races, creeds and ethnicities who have an appreciation for the wealth of diversity in the Brazos Valley now and throughout its history; and
- Whereas* The Museum showcases through art exhibits the works of talented local artists, and offers educational enrichment programs to the general public.

Now, Therefore, Be It Proclaimed that the Commissioners Court of Brazos County, Texas does hereby recognize *Isaac Butler* in appreciation of his significant contributions to the Brazos Valley African American Museum in Bryan, Texas.

Proclaimed this 17th day of January, 2017 in Bryan, Brazos County, Texas.

A large, stylized signature in black ink, likely belonging to Duane Peters, is written over a horizontal line.

Duane Peters
County Judge

A signature in black ink, likely belonging to Commissioner Steve Aldrich, is written over a horizontal line.

Commissioner Steve Aldrich
Precinct 1

A signature in black ink, likely belonging to Commissioner Nancy Berry, is written over a horizontal line.

Commissioner Nancy Berry
Precinct 3

A signature in black ink, likely belonging to Commissioner Sammy Catalena, is written over a horizontal line.

Commissioner Sammy Catalena
Precinct 2

A signature in black ink, likely belonging to Commissioner Irma Cauley, is written over a horizontal line.

Commissioner Irma Cauley
Precinct 4



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 1/17/2017

ITEM: Resolution 17-001 opposing the change to current statutes regarding care, custody and control of records held by the County and District Clerks.

TO: Commissioners Court

DATE: 01/10/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

[Resolution-re_searchtx.pdf](#)

Description

Resolution

Type

Cover Memo



Resolution

Opposition to re:SearchTX

WHEREAS, the Brazos County Commissioners Court recognizes that the Texas Office of Court Administration (OCA), under the Supreme Court of Texas's direction, has created re:SearchTX, a web portal to allow judges secure access to a consolidated database of case information that has been e-Filed; and

WHEREAS, the sole purpose of the e-File system developed by the OCA was to provide a delivery system for attorneys to file documents electronically to the courts and that the information would only be retained for thirty days; and

WHEREAS, the OCA is now retaining information filed within the e-File system and plans to make it available to attorneys and the public (for a fee) through re:SearchTX in the near future; and

WHEREAS, as required by the Texas Constitution and state statutes, the County and District Clerks of each Texas county are the designated custodians of court records and are responsible for the management, preservation and access of court records; and

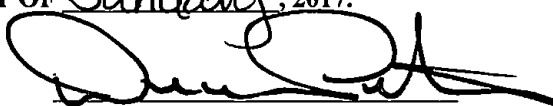
WHEREAS, Texas counties are responsible for providing resources to Clerks for the management, preservation and access of court records by the public having the option of offering county records through an electronic information system and may provide (on a contractual basis) direct access to the public by statute.


NOW, THEREFORE, BE IT RESOLVED BY the Commissioners Court of Brazos County, Texas, by the authority vested in us, do hereby state that for the foregoing reasons, it is in the best interest of Brazos County and our taxpayers to oppose any change to current statutes regarding care, custody and control of records held by the County and District Clerks and to any actions that would result in those records being centralized within any other entity, be it public or private.

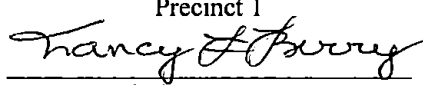
BE IT FURTHER RESOLVED, we are opposed to the amendment and/or repeal of any current statutes or rules that authorize local county control by Commissioners Court in the administration of our duties concerning records held by the County and District Clerk or how the county chooses to offer those records to the public.


BE IT FURTHER RESOLVED, finally, that we oppose any direction of existing county revenue to any other government entity concerning records held under local control by statute.

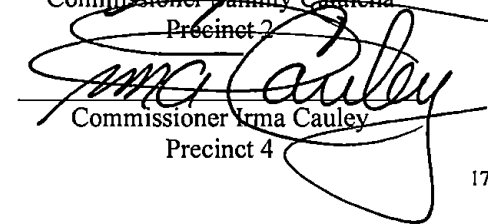
RESOLVED THIS 17th **DAY OF** January, 2017.


Duane Peters, County Judge


Commissioner Steve Aldrich
Precinct 1


Commissioner Nancy Berry
Precinct 3


Commissioner Sammy Catalena
Precinct 2


Commissioner Irma Cauley
Precinct 4



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: NUMBER:
DATE OF COURT MEETING: 1/17/2017
ITEM: Appointment of the following to the Intergovernmental Committee effective immediately:
• a. Irma Cauley
• b. Steve Aldrich
TO: Commissioners Court
DATE: 01/12/2017
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

Description

Type

No Attachments Available



BRAZOS COUNTY
BRYAN, TEXAS

COMMITTEE/BOARD APPOINTMENT

The Commissioners Court of Brazos County does hereby approve the appointment of

Irma Cauley

as a

Committee Member

to the

Intergovernmental Committee

**Term of appointment is effective 1/17/17

A handwritten signature in black ink, appearing to read "Duane Peters", is written over a horizontal line.

Duane Peters
County Judge

1/17/17
Date



BRAZOS COUNTY
BRYAN, TEXAS

COMMITTEE/BOARD APPOINTMENT

The Commissioners Court of Brazos County does hereby approve the appointment of

Steve Aldrich


as a

Committee Member

to the

Intergovernmental Committee

**Term of appointment is effective 1/17/17

 1/17/17

Duane Peters
County Judge

Date



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 1/17/2017

ITEM: Reappointment of Linda Goolsby as a Board of Trustee on the MHMR Authority of Brazos Valley Board; term of appointment is 3/1/2017 - 2/28/2019.

TO: Commissioners Court

DATE: 01/12/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

Description

Type

No Attachments Available



BRAZOS COUNTY

BRYAN, TEXAS

COMMITTEE/BOARD REAPPOINTMENT

The Commissioners Court of Brazos County does hereby approve the reappointment of

Linda Goolsby

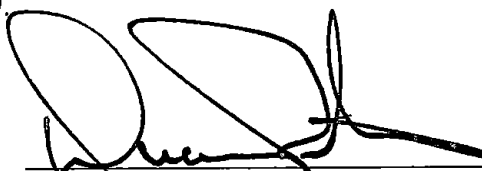
as a

Board of Trustee

to the

MHMR Authority of Brazos Valley Board

**Term of appointment is 3/1/17 – 2/28/19.



Duane Peters
County Judge

1/17/17

Date



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: NUMBER:
DATE OF COURT MEETING: 1/17/2017
ITEM: Appointment of Tammy Spohn to the Blinn College Board of Trustees; term of appointment is 1/17/17 - 11/30/17.
TO: Commissioners Court
DATE: 01/12/2017
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

Description

Type

No Attachments Available



BRAZOS COUNTY
BRYAN, TEXAS

COMMITTEE/BOARD APPOINTMENT

The Commissioners Court of Brazos County does hereby approve the appointment of

Tammy Spohn

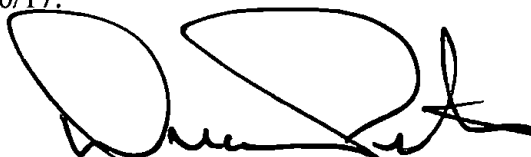
as a

Board of Trustee

to the

Blinn College Board

**Term of appointment is 1/17/17 – 11/30/17.



Duane Peters
County Judge

1/1/17
Date



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: NUMBER:
DATE OF COURT MEETING: 1/17/2017
ITEM: Appointment of Jayson Barfknecht as a Board of Director to the Brazos Valley Groundwater Conservation District; term of appointment is 1/17/17 - 12/31/20.
TO: Commissioners Court
DATE: 01/12/2017
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

Description

Type

No Attachments Available



BRAZOS COUNTY
BRYAN, TEXAS

COMMITTEE/BOARD APPOINTMENT

The Commissioners Court of Brazos County does hereby approve the appointment of

Jayson Barfnecht

as a

Board of Director

to the

Brazos Valley Groundwater Conservation District

**Term of appointment is 1/1/17 – 12/31/20.

A handwritten signature in black ink, appearing to read "Duane Peters", is written over a horizontal line.

Duane Peters
County Judge

1/1/17
Date



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Budget Office NUMBER:

DATE OF COURT MEETING: 1/17/2017

ITEM: Request authorization for out of state travel for Irene Jett, Budget Officer, to attend the GFOA class on Best Practices and Effective Budget Presentation on February 13 - 14, 2017 and ERP Readiness and System Selection February 15 - 16, 2017 in New Orleans, LA; dates of travel are February 12-16, 2017.

TO: Commissioners Court

FROM: Irene Jett

DATE: 01/13/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ACTION REQUESTED OR ALTERNATIVES: Request authorization.

ATTACHMENTS:

File Name

Description

Type

No Attachments Available

9

**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Budget Office NUMBER:

DATE OF COURT MEETING: 1/17/2017

ITEM: Request authorization for out of state travel for Irene Jett, Budget Officer, to attend the GFOA class on Best Practices and Effective Budget Presentation on February 13 - 14, 2017 and ERP Readiness and System Selection February 15 - 16, 2017 in New Orleans, LA; dates of travel are February 12-16, 2017.

TO: Commissioners Court

FROM: Irene Jett

DATE: 01/13/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ACTION REQUESTED OR ALTERNATIVES: Request authorization.

ATTACHMENTS:**File Name****Description****Type**

No Attachments Available

APPROVED

1/17/17

Duane Peters
County Judge Date



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Sheriff's Office NUMBER:

DATE OF COURT MEETING: 1/17/2017

ITEM: Request for Out of State Travel for Lt. J. Pollock to attend TriCON Conference in Las Vegas, NV; dates of travel are February 26 - March 1, 2017.

TO: Commissioners Court

FROM: Carla Field

DATE: 01/09/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

REQUIREMENTS: Approve and reimburse for travel expenses

ATTACHMENTS:

File Name

Description

Type

No Attachments Available

10

**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Sheriff's Office NUMBER:

DATE OF COURT MEETING: 1/17/2017

ITEM: Request for Out of State Travel for Lt. J. Pollock to attend TriCON Conference in Las Vegas, NV; dates of travel are February 26 - March 1, 2017.

TO: Commissioners Court

FROM: Carla Field

DATE: 01/09/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

REQUIREMENTS: Approve and reimburse for travel expenses

ATTACHMENTS:**File Name****Description****Type**

No Attachments Available

APPROVED

1/17/17

Duane Peters Date
County Judge



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:	Fleet Services	NUMBER:	CC2017-Fleet PA Claim # AL20160423-2
DATE OF COURT MEETING:	1/17/2017		
ITEM:	Payment Authorization to Texas Association of Counties Risk Management Pool in the amount of \$1,000.00 for Claim #AL20160423-2; purchase order was not obtained in advance.		
TO:	Commissioners Court		
FROM:	Amber Arredondo		
DATE:	01/11/2017		
FISCAL IMPACT:	False		
BUDGETED:	False		
DOLLAR AMOUNT:	\$0.00		
NOTES/EXCEPTIONS:	Loss date 4/06/2016 - due to accident involving Road & Bridge vehicle #528 and City of Bryan vehicle.		
ACTION REQUESTED OR ALTERNATIVES:	Requesting approval of payment authorization to Texas Association of Counties Risk Management Pool in the amount of \$1,000.00 for the insurance reimbursement of claim # AL20160423-2.		

ATTACHMENTS:

File Name

Description

Type



Attach **ALL** supporting data such as invoices, meal and hotel receipts, airline tickets, seminar brochure(s) or syllabus, brochure(s) or syllabus, registration forms, etc.

"I, the requisitioner, hereby certify that the item(s) and/or service(s) on this requisition have been or will be used exclusively for the benefit of Brazos County. They have been purchased in compliance with Section 262.021 - Section 262.034 of the Local Government Code. I further certify that I am aware of the criminal penalties resulting from the violation of these State laws."

FREIGHT	
<u>TOTAL</u>	\$ 1,000.00

TOTAL \$ 1,000.00

Approved/County Auditor



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Fleet Services NUMBER:

DATE OF COURT MEETING: 1/17/2017

ITEM: Payment Authorization to Texas Association of Counties in the amount of \$922.13 for the insurance reimbursement of claim # AL20160954-1; a purchase order was not obtained in advance.

TO: Commissioners Court

FROM: Gail Davis

DATE: 01/10/2017

FISCAL IMPACT: True

BUDGETED: True

DOLLAR AMOUNT: \$922.13

BUDGET DETAIL: 11100000-65950000

ACTION REQUESTED OR ALTERNATIVES: Requesting approval of payment authorization to Texas Association of Counties in the amount of \$922.13 for the insurance reimbursement of claim # AL20160954-1.

ATTACHMENTS:

File Name

Description

Type



BRAZOS COUNTY
Payment Authorization

Vendor #: 93656 Division: 11100000-65950000
Pay to: Texas Association of Counties Today's Date: 9/2/2016
Address: PO BOX 2426
SAN ANTONIO, TX 78298-9900

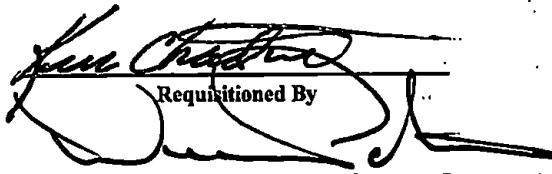
Attach ALL supporting data such as invoices, meal and hotel receipts, airline tickets, seminar brochure(s) or syllabus, brochure(s) or syllabus, registration forms, etc.

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
9/2/2016	NRDD-0001945-AL	DEDUCTIBLE FOR CLAIM#AL20160954-1	1	922.13	922.13

"I, the requisitioner, hereby certify that the item(s) and/or service(s) on this requisition have been or will be used exclusively for the benefit of Brazos County. They have been purchased in compliance with Section 262.021 - Section 262.034 of the Local Government Code. I further certify that I am aware of the criminal penalties resulting from the violation of these State laws."

FREIGHT
TOTAL \$ **922.13**

FUND	DIVISION	ACCOUNT	PROJECT#	AMOUNT
0100	11100000	65950000		\$ 922.13


Requisitioned By
Approved/County Judge

TOTAL \$ 922.13

Approved/County Auditor



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Human Resources NUMBER:

DATE OF COURT MEETING: 1/17/2017

ITEM: Approval of the following job descriptions:

- a. Class Code 2806 - Academy Superintendent for Juvenile Academy
- b. Class Code 1516, Position 01 - Intern, Detention Officer for Sheriff - Jail Admin.

TO: Commissioners Court

DATE: 01/11/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
2806-Superintendent JJAEPUpdatedJanuary 2017.docx	Class Code 2806	Cover Memo
Class_Code_1516_Position_01.pdf	Class Code 1516, Position 01	Cover Memo



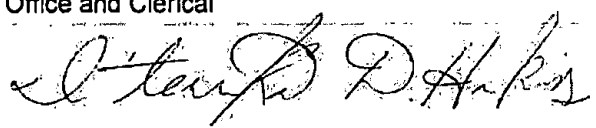
Brazos County Job Description

Last Updated: September 2016

Template Revision 1.2 08/15/2012

pos. 1

13

Class Number:	1516	Title:	Intern, Detention Officer (Intake Release)
Pay Group:	10	Department:	Sheriff-Jail Admin.
FLSA Status:	Non Exempt	Reports To:	Intake Sergeant
Approved Date:	10/01/2016	EEOC Category:	Office and Clerical
Position End Date:	09/30/2017	Temporary Employee Signature:	

General Summary:

Performs duties assisting Intake/Release Officers related to the intake and booking of inmates, answering the telephone and routing calls and taking messages; and serves as public/inmate liaison, including appropriately responding to letters and telephone calls regarding incarcerated inmates, assisting the public in the Release Lobby. Assisting any other subdivision of the Intake/Release department.

Essential Duties:

Other duties may be assigned. Assisting the Intake/Release staff; Assisting the Court Clerks; Answers the telephone, including routing calls and taking messages; Performs duties of Public/Inmate liaison, including appropriately responding telephone calls regarding incarcerated inmates; Performs miscellaneous duties, including writing memos; May assist with transporting inmates within and outside of facility; May fingerprint and photograph prisoners; May assist Serve Time Coordinator as necessary.

Other Duties as assigned. (1%)

Supervision

Received: From Intake Sergeant

Given: This is a non-supervisory position.

Education

Required: High school graduation or its equivalent, and be enrolled in the internship class at a university.

Preferred:

Experience

Required: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Preferred:

Certificates, Licenses, Registrations

Required: Valid Texas Motor Vehicle operator's license.

Preferred:

Physical Demands

Typical:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is regularly required to sit; use hands to finger, handle, or feel; reach with hands and arms; bend and kneel; and talk and hear. The employee frequently is required to stand and walk. The employee must frequently lift and/or move objects weighing up to 20 pounds, such as books and stacks of records, and occasionally must lift and/or move objects weighing 100 pounds or more. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, color vision, and ability to adjust focus.

Knowledge, Skills, & Abilities

Typical:


Procedures and laws relating to intake of inmates, standard office practices and procedures, and use of computer software. Operate computers, including word processing software; read and understand legal documents, letters, and memos; operate office equipment, communicate effectively, both orally and in writing; and maintain effective working relationships with co-workers, county employees, and the general public.

Work Environment

Typical:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually high. While performing the essential duties of this job, the employee is constantly required to perform tedious and exacting tasks. The employee is frequently required to perform multiple tasks simultaneously and to work closely with others a part of a team. The employee may experience the threat of danger or physical abuse and may be required to respond to emergency situations.

APPROVED



Duane Peters
County Judge

11/17/17
Date



Brazos County Job Description

Last Updated: January 2017

Template Revision 1.2 08/15/2012

Class Number:	2806	Title:	Academy Superintendent
Pay Group:	23	Department:	Juvenile, Academy
FLSA Status:	Exempt	Reports To:	Assistant Director
Approved Date:	01/17/2017	EEOC Category:	Officials and Administration

General Summary:

This position shall direct and coordinate the JJAEP/Academy program in accordance with departmental policies and procedures, directives of the Court and applicable Texas Juvenile Justice Department Standards, laws, and mandates.

Essential Duties:

Assists with the planning and coordination of services and budgetary needs of the department. Oversees and coordinates the personnel, programs, equipment, facilities, and budget of divisions under supervision. Evaluates the services and personnel of the JJAEP/Academy. Assists with the hiring, training, supervision and disciplining of employees, subject to confirmation by the Executive Director. Assists with the development of policy and ensures compliance. Assists the Assistant Director in producing and maintaining up-to-date memorandums of understanding with area school districts as mandated by Texas Juvenile Justice Department (TJJD) and the Texas Education Code. Develops and fosters relationships with school district personnel to ensure adequate transition services for youth. Produces monthly reports as well as reports for the juvenile board as needed. Maintains current knowledge of laws, regulations, actions, and events which could affect the department and interprets same to employees. Serves as the departmental consultant on education matters. Evaluates programming on an ongoing basis; developing additional services and programs as deemed necessary and beneficial by the department. Approves and monitors personnel matters (payroll, vacations, sick leave, attendance etc.). Conduct random caseload audits. Assists in the professional development of staff. Attend administrative staff meetings and training when required. Takes youth into custody as needed and ability to perform restraint techniques. Assist the department with audit preparation; including, but not limited to the Prison Rape Elimination Act (PREA) and the JJAEP audits. Conduct trainings for staff and assists with departmental training. Maintain required program data and perform statistical projections as directed. Maintain 80 hours biannually of approved training to maintain JPO and JSO certification. On call 24 hours a day, subject to irregular work hours. Follow established policies, procedures and practices of the department. Abide by the Texas Juvenile Justice Department Code of Ethics. Maintain security and confidentiality of all case information, files and chronological as required by the Texas Family Code. Facilitates and participates in departmental programs. Other duties may be assigned.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is related or a logical assignment to the position.

This job description does not constitute an offer of employment. The job description is subject to change by the employer as the needs of the employer and requirements of the job change.

Other Duties as assigned. (1%)

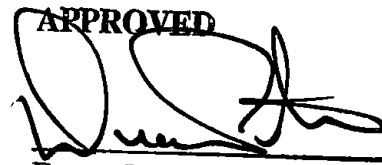
Supervision	
Received:	Assistant Director
Given:	Provides supervision, advice and leadership for all personnel assigned to the JJAEP/Academy Program. This includes training of new officers and staff, conducting performance reviews, and recommending personnel actions. Conduct regular staff meetings regarding policies, procedures, problem solving, program planning and in-service training. Review and approve time sheets and time off requests.

Education	
Required:	Bachelor's degree in behavioral sciences, public administration, education or related field, plus five years progressively responsible experience in criminal justice, education or a related field; and must have at least three years of management experience. Knowledge of supervisory techniques, and ability to apply budget control
Preferred:	Masters degree in Criminal Justice, Education, or a related field.

Experience	
Required:	To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals to perform the essential functions. Must be 21 years of age and be able to meet criteria for certification as a Juvenile Probation Officer and Juvenile Supervision Officer through TJJD.
Preferred:	

Certificates, Licenses, Registrations	
Required:	Valid Texas driver's license with appropriate liability auto insurance coverage (Driver's license requirements must be met within 30 days if employee recently moved from another state). Must be able to meet all criteria for certification as a probation officer through TJJD which includes a certified copy of transcript with written proof of accreditation of your college or university as well as written proof (on employer's letterhead) of required work experience from previous employer (which should include dates of employment and description of job duties and performance), non-disqualifying criminal history/sex offender registration background check.
Preferred:	
Physical Demands	
Typical:	Duties require daily standing, walking, sitting, talking and listening; frequent use of hands and/or fingers to grasp, handle, pick-up, pinch, type or feel; frequent reaching with hands or arms and lifting of objects over 50 pounds; close vision, distance vision, ability to distinguish color, peripheral vision, depth perception and ability to adjust focus. Physical demands described here are representative of those that must be met or are encountered by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
Knowledge, Skills, & Abilities	
Typical:	Must possess experience and knowledge of managerial skills to directly supervise, train, motivate, and evaluate personnel. Ability to establish and maintain an effective working relationship with other county department personnel and officials, other agency staff, the public, and outside organizations. Ability to read and understand legal manuals, letters, and memos. Ability to write letters and memos. Ability to communicate effectively orally, both in person and over the telephone. Ability to complete assigned projects in a timely manner. Ability to prioritize own and others' work. Basic computer skills, which include knowledge of, word processing and data entry. Ability to work independently and efficiently, yet as part of a team. Ability to apply good judgment and remain calm in stressful situations. Must have physical ability to make arrests and perform restraint techniques
Work Environment	
Typical:	The noise level in the work environment is usually moderate. While performing the essential duties of this job, the employee is constantly required to perform multiple tasks simultaneously, to work under time pressures to meet deadlines and to work closely with others as part of a team; the employee is frequently required to do tedious exacting work. Worker is subject to physical hazards from traffic; serious hazard and infection from exposure to communicable disease; physical harm as the result of confrontation. The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

APPROVED


1/17/17

Duane Peters Date
 County Judge



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Purchasing NUMBER:
DATE OF COURT MEETING: 1/17/2017
ITEM: Approval and award of contract for RFP # 17-253 Expo Expansion Phase III.
TO: Commissioners Court
FROM: Wm. Charles Wendt
DATE: 01/13/2017
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

Description

Type

RFP # 17-253 Expo Expansion- Phase III

	Max. Available	JaCody Construction	Klunkert Construction	Collier Construction	Krueger Construction
Base Bid		\$ 5,192,629.00	\$ 5,863,000.00	\$ 4,427,000.00	\$ 5,224,000.00
Alternate #1		\$ 239,555.00	\$ 237,000.00	\$ 254,000.00	\$ 375,000.00
Alternate #1b		\$ 228,710.00	\$ 222,000.00	\$ 221,000.00	\$ 212,000.00
Total		\$ 5,432,184.00	\$ 6,100,000.00	\$ 4,681,000.00	\$ 5,599,000.00
Price Points	40	34	30	40	33.9
Construction Time to Subst. Comp.		250	310	236	255
Time Points	10	9.4	7.6	10	9.3
Quality of previous, similar contracts with Brazos County	10	10	10	10	10
Proposer's reputation with similar projects	20	20	20	20	20
Ability to perform contract	20	20	20	20	20
Total	100	94	87.8	100	93.2

*Only the base bid is considered in the pricing score as the alternates do not fit in budget

Recommended Award:

Approved by Commissioner's Court on this 17th day of January 2016
 by [Signature] holding the position of Brazos County Judge

4,427,000

**AGREEMENT
FOR CONSTRUCTION OF EXPO- PHASE III**

RFP # 17-253

BRAZOS COUNTY, TEXAS

TABLE OF ARTICLES

1. General Provisions
2. Owner
3. Contractor
4. Administration of the Contract
5. Subcontractors
6. Construction by Owner or by Separate Contractors
7. Changes in the Work
8. Time
9. Payments and Completion
10. Protection of Persons and Property
11. Insurance and Bonds
12. Uncovering and Correction of Work
13. Miscellaneous Provisions
14. Termination or Suspension of the Contract
15. Access to the Work
16. Standards
17. Prohibition against personal interest in the Contract
18. Prevailing Wage Rates
19. Authority to Contract

AGREEMENT FOR CONSTRUCTION OF EXPO- PHASE III

This Agreement for the **CONSTRUCTION OF EXPO- PHASE III**, Brazos County, Texas, in the amount of **FOUR MILLION, FOUR HUNDRED TWENTY SEVEN THOUSAND DOLLARS (\$ 4,427,000.00)**, is entered into this 17th day of January, 2017 by and between **BRAZOS COUNTY, TEXAS** (hereafter referred to as "Owner"), 200 South Texas Ave., Ste. 352, Bryan, Texas 77803, and **COLLIER CONSTRUCTION, LLC** (hereinafter referred to as "Contractor"). The **CONSTRUCTION OF EXPO- PHASE III** is hereinafter referred to as the "Project." The Architect/Engineer for the Project is the firm SZH Architects and is hereinafter referred to as "Architect."

ARTICLE 1 **GENERAL PROVISIONS**

1.1. BASIC DEFINITIONS

1.1.1 THE COMPLETE CONTRACT DOCUMENTS: The complete Contract Documents consist of the Agreement between Owner and Contractor (hereinafter the "Agreement"), Conditions of the Contract (General, Supplementary and other Conditions), all documents included in **RFP # 17-253** and the Drawings, Project Manual and Bid Specifications, as well as 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 or Change Proposal Request; (3) a Construction Change Directive, or (4) a clarification, interpretation or 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 other documents such as bidding requirements (advertisement or invitation to bid, Instructions to Bidders, sample forms or portions of addenda relating to bidding requirements). The Contract Documents executed in accordance with Sub-paragraph 1.5.1. shall prevail in case of an inconsistency with subsequent versions made through manipulatable electronic operations involving computers.

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 Architect or Architect's consultants; (2) between the Owner and a Subcontractor or Sub-subcontractor, or (3) between any persons or entities other than the Owner and Contractor. The Architect shall, however, with the consent of Owner, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

1.1.2.1 SUMMARY OF THE CONTRACT PRICE: Contractor's price schedule,

Exhibit E, indicated a best and final offer of **FOUR MILLION, FOUR HUNDRED TWENTY SEVEN THOUSAND DOLLARS (\$4,427,000.00) inclusive of POST-BID ADDENDUM NUMBER ONE AND TWO**_____.

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. Although not indicated, "Work" includes providing supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure, complete and functional installation.

1.1.4 THE PROJECT: The Project is the **CONSTRUCTION OF EXPO- PHASE III** in Brazos County, Texas as specified in the Contract Documents. The Project may include construction by the Owner or by separate contractors.

1.1.4.1 SUMMARY OF THE WORK: GENERALLY, the Project consists of the expansion of the Expo Center facility. Owner and Contractor have further agreed acceptance of the following: all items contained in POST BID ADDENDUM 1 and 2.

1.1.5 THE DRAWINGS: The Drawings are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, 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, construction systems, standards and workmanship for the Work, and performance of related services.

1.1.7 THE PROJECT MANUAL: The Project Manual is the volume usually assembled for the Work that may include the bidding requirements, sample forms, this Agreement, Supplementary Conditions of the Contract and Specifications.

1.1.8 GENERAL DEFINITIONS: Construction industry technical terms not defined in the Contract Documents shall have the meanings given as listed in the latest edition of the AIA "Glossary of Construction Industry Terms." Those not specifically defined either place shall have the meanings commonly attributed to them by the particular trade involved.

.1 Provide: shall be understood to mean: "Furnishing of all labor, materials, equipment, transportation and services referred to and installation of the materials, equipment and other items referred to, all in compliance with the requirement of the Contract Documents and applicable Federal, State and local laws and ordinances as well as requirements of Federal, State and local authorities having jurisdiction at the site of the Work."

.2 Required: shall be understood to refer to the requirements of the contract

Documents unless its use in a sentence clearly implies a different interpretation.

- .3 Where **"as shown," "as indicated," "as noted,"** and similar terms are used, it shall be understood that reference to the Contract Drawings is made, unless their use in a sentence clearly implies a different interpretation.
- .4 Where the terms **"Plans" or "Drawings"** are used, they shall be understood to include drawings, details and schedules as applicable.
- .5 **Construction Time:** the number of calendar days required to perform the work. Refer to sections 8.1.1 and 8.1.2.
- .6 **Day:** A calendar day beginning and ending at 12:00 midnight.
- .7 **Equal; approved equal; Architect approved; acceptable; approved; satisfactory; required; directed; instructed:** Such terms and related phrases shall relate to the opinions and interpretations of the Contract Documents by the Architect, unless otherwise stated, and shall be limited in authority and responsibility as defined under this Agreement and the contract between the Architect and Owner.
- .8 **Date of Final Completion:** The date when Architect and Owner find all the work of the Contract documents acceptable and the Contract fully performed.
- .9 **Occurrence:** Is defined as follows for purpose of insurance – An event which occurs during the policy period, or a continuous or repeated exposure to conditions which result, during the policy period in bodily injury, sickness or disease, or injury to or destruction of property, excluding injuries or deaths of one or more persons or organizations, including the loss of use thereof, resulting from a common cause or from exposure to substantially the same general condition existing at or emanating from each location shall be deemed to result from one occurrence.
- .10 **Not-In-Contract (N.I.C.):** Work not included in this Contract.
- .11 **And/or:** Shall mean both **"and" and "or"** and shall be enforceable by Owner when read in either manner.
- .12 **General Contractor:** Same as Contractor.
- .13 **Material Man; Material Supplier:** Anyone that supplies material only and does not perform any labor at the site of the work.
- .14 **Timely Change:** A change in the work that can be arranged before the particular item of work has required the expenditure of any non-recoverable costs by the Contractor and/or subcontractors.

- .15 **Late Change:** A change in the work that cannot be performed before the particular item of work that requires the expenditure of some non-recoverable cost after shop drawings, samples and/or schedules related to the change have been reviewed and found acceptable.
- .16 **Prompt:** Promptly and similar terms shall be held to refer to a time period of not less one week or more than two weeks.
- .17 **Addendum:** A change to the Construction Documents (General Documents, Specifications and Drawings) issued prior to the execution of the Agreement.
- .18 **Agreement/Contract:** Agreement/Contract means the same and are used interchangeably throughout this document. This Agreement/Contract is the signed agreement between Owner and Contractor for the performance of the Work.
- .19 **Critical Path:** The project's tasks that will cause the project end date to be delayed if they are delayed. The word "critical" does not imply how important a task is; a task is critical solely because it must occur as scheduled for the project to finish on time.
- .20 **Furnish:** Unless specifically limited in context, the word "furnish" and any derivatives thereof mean: deliver indicated items, materials, equipment, apparatus, appurtenances and all items necessary for a complete and proper installation to Project site and stored in secure locations.
- .21 **Install:** "Install" and any derivatives thereof mean; incorporated indicated items, materials, equipment, apparatus, appurtenances and all items necessary for the Work including all necessary labor, materials and connections to perform a properly and complete installation ready for operation of use, including but not limited to unpacking and assembly, if necessary.
- .22 **The Contractor Shall:** In the interest of conciseness; sentences, statements and clauses may be verb phrases with expressed verbs such as "furnish," "install," "provide," "construct," "erect," "comply," "apply," "submit," etc. Any such sentences, statements and clauses are to be interpreted to include the applicable form of the phrase "the Contract shall" preceding the expressed verb, with the requirements described interpreted as mandatory elements of the Contract.
- .23 **Evaluation:** "Evaluation" and any derivative thereof, as used in reference to Architect mean; to become generally familiar with the progress and quality of the portion of Work completed to determine in general if it is being performed in a manner indicating that the Work when completed may be occupied or utilized by the Owner for its intended use. Such evaluations shall be based on what is plainly visible at the

construction site during periodic visits to the Project, and without the removal of material or other Work that is in place.

- .24 Inspect:** "Inspect" and any derivative thereof, as used in reference to the Architect shall mean; Type of evaluation that a reasonably prudent architect, in the exercise of ordinary care, would make to determine if the Work is in general accordance with the Contract Documents; they are not "inspections" as would necessarily disclose a defect.
- .25 See:** In the interest of conciseness, references to specification sections and details are preceded by the word "see." Any such references are to be interpreted to include applicable form of phrase "...and comply with."

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.

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, nor limit the scope of work performed by any trade or by any Sub-contractor or supplier.

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

1.2.4. General Conditions and Supplementary Condition and General Requirements apply to all of the Contract Documents.

1.2.5 Precedence of the Contract Documents: The most recently issued Document takes precedence over previous issues of the same Document. The order of precedence is as follows with the highest authority listed as "A."

- A. Modifications, Change Orders or a Change Proposal Request
- B. This Agreement, including the General Conditions stated herein.
- C. Addenda
- D. RFP # 17-253
- E. Special Conditions
- F. Specifications and Drawings. In the case of an inconsistency between Drawing and specifications or within either document, the better quality and the greater quantity of work shall be provided unless otherwise directed by Architect.
- G. Wage Rate

1.2.6 Current Editions: When any work is governed by reference to standard, codes, manufacturer's instructions or other reference documents, the latest issue in effect on the original issue date of the Construction Documents shall apply whether or not the

proper edition is noted.

1.2.7 Enumeration of Items: Lists of "work included," "work excluded" and "description of the work" and similar groupings are not intended to enumerate each and every item of work or appurtenance required therein, but shall be used in conjunction with all other portions of the Contract Documents to establish the requirements for completion of the Work or any portions thereof.

1.2.8 Reference Guarantees: When reference standards are made a part of the requirements, the warranties and guarantees they contain shall apply, except for the portions that are less stringent than those required by the Contract Documents or imply or state exclusions, limitations or waivers that are inconsistent with the requirements of the Contract Documents.

1.3 CAPITALIZATION

1.3.1 Terms capitalized in these General Conditions include those which are: (1) specifically defined; (2) the titles of numbered articles and identified references to Paragraphs, Subparagraphs and Clauses in the document, or (3) the titles of other documents published by the American Institute of Architects.

1.4 INTERPRETATION

1.4.1 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 EXECUTION OF CONTRACT DOCUMENTS

1.5.1 The Contract Documents shall be enumerated on attachment(s) to the Agreement and attachments(s) shall be signed by the Owner and Contractor as provided in the Agreement.

1.5.2 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the work is to be performed and correlated personal observations with requirements of the Contract Documents. Contractor shall verify the location of all easements before beginning the project.

1.6 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS:

1.6.1. The Drawings, Specifications and other documents, including those in electronic form, prepared by the Architect and/or Architect's consultants are Instruments of the Architect's service through which the Work to be executed by the Contractor is described. The Contractor may retain one contract record set. Neither the Contractor, nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Architect or the Architect's consultants, and unless otherwise indicated the Architect or the Architect's consultants shall be deemed the author of them and will retain all common law, statutory and other reserved rights, in addition to the copyright, unless indicated differently in the Owner – Architect Agreement. The Drawings,

Specifications and other documents prepared by the Architect, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier 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/or Architect's consultants. The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect and/or Architect's consultants appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this license shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Architect and/or the Architect's consultants. 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 copyright or other reserved rights.

1.6.2 CONTRACTOR'S USE OF INSTRUMENTS OF SERVICE IN ELECTRONIC FORM

1.6.2.1 Architect may furnish or sell, at an agreed upon cost, to Contractor, Subcontractor, Sub-subcontractor, and material and equipment supplier, or others versions of Instruments of Service in electronic form for use solely with respect to this Project. The Contract Documents executed or identified in accordance with Subparagraph 1.5.1 shall prevail in case of an inconsistency with subsequent versions made through manipulatable electronic means involving computers.

1.6.2.2 If required to be furnished, or if furnished, Architect or Architect's Consultants will furnish electronic data in software format in use by Architect at the time Architect's services are performed. Contractor, any Subcontractors or Sub-subcontractors, material or equipment suppliers, or others shall be responsible for proper storage, maintenance and conversions necessary to prevent degradation or obsolescence of data. Any change or modification in electronic data by Contractor, any Subcontractors or Sub-subcontractors, material or equipment suppliers, or others shall be at their sole risk and without liability or legal exposure to Architect, Architect's consultants or Owner, and to fullest extent permitted by law, the Contractor, any Subcontractors or Sub-subcontractors, material or equipment suppliers agrees to hold harmless and indemnify Architect, Architect's consultants and Owner from and against all claims, liabilities, losses, damages and costs, including but not limited to reasonable attorney's fees, arising there from or in connection therewith.

1.6.2.3 The Contractor, any Subcontractors or Sub-subcontractors, material or equipment suppliers, and others understand that the conversion of electronic information and data supplied by the Architect or Architect's consultants from the system and format used by the Architect or Architect's consultants to an alternative or upgraded system or format, whether performed by Architect, Architect's consultants or others, cannot be accomplished without the introduction of inexactitudes, anomalies, omissions and errors. In the event the electronic data furnished to the Contractor, any Subcontractors or Sub-subcontractors, material or equipment suppliers, is converted, they agree to assume all risks associated with such conversion. If Architect and/or Architect's consultants furnish electronic data, the Contractor, any Subcontractors or

Sub-subcontractors, material or equipment suppliers, and others agrees to hold Architect, Architect's consultants and Owner harmless and to waive any and all claims, liabilities, losses, damages and costs arising out of, or in any way connected with, the conversion of electronic data supplied by the Architect or Architect's consultants.

1.6.2.4 If documents, including those in electronic form, are modified, revised or changed in any way by the Contractor, Subcontractor, Sub-subcontractor, and material and equipment supplier, or others, any reference to the Architect and Architect's consultant and any professional seals and signatures shall be removed from the documents.

1.6.2.5 In consideration for the use of the Drawings, Specifications and other documents, including those in electronic form, Contractor, Subcontractor, Sub-subcontractor, material and equipment supplier and others agree to indemnify, defend and hold harmless the Architect, Architect's consultants and Owner from and against, any claim or liabilities arising out of such use.

ARTICLE 2 **OWNER**

2.1 DEFINITION

2.1.1 The Owner is Brazos County, Texas. The term "Owner" means the Owner or the Owner's authorized representative. The Owner's representative is **Gary Arnold, Capital Projects Manager**, or such other person as may from time to time be so designated by the Brazos County Commissioners Court to act on behalf of Owner.

2.1.2 The Owner upon reasonable written request shall furnish to the Contractor in writing information which is 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 at the time of execution of the Agreement and within five (5) days after any change, information of such change in title, recorded or unrecorded.

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.2.1 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.

2.2.2 Except for permits and fees, including those required under Paragraph 3.7, which are the responsibility of the Contractor under the Contract Documents, 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 Information or services required of the Owner by the Contract Documents shall be furnished by the Owner with reasonable promptness and complete and accurate to the best of the Owner's information and belief. Any other information or services

relevant to the Contractor's performance of the Work under the Owner's control shall be furnished by the Owner after receipt from the Contractor of a written request for such information or services.

2.2.4 Contractor will be furnished, free of charge, one set of Contract Documents in Adobe "PDF" file format suitable for plotting or printing. Contractor may use for limited purpose of making prints thereof required for use in performance of Work, in accordance with Paragraph 1.6.

2.2.5 The foregoing are in addition to other duties and responsibilities of the Owner enumerated herein and especially those in respect to Article 6 (Construction by Owner or by Separate Contractors), Article 9 (Payments and Completion) and Article 11 (Insurance and Bonds).

2.3 OWNER'S RIGHT TO STOP THE WORK: If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents as required by Paragraph 12.2 or fails, more than once, to carry out Work in accordance with the Contract Documents, the Owner by written order may order 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 Subparagraph 6.1.3. Owner does not waive the right to stop the work in any future situation if Owner waives this right in any one situation.

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

2.4.1 If the Contractor defaults or neglects to carry out the Work, or any portion thereof, in accordance with the Contract Documents or fails to complete, within the time period stipulated, any items of work scheduled (punch listed) to be done subsequent to the Date of Substantial Completion or fails to complete or correct any items of work disclosed subsequent to the Date of Substantial Completion and fails within a seven day period after receipt of written notice from 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 cost of correcting such deficiencies, including compensation for the Architect's additional services and expenses made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor shall be done after consultation with 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.

2.4.2 Neither Owner nor its officers, agents, or employees are in any way liable or accountable to Contractor or its Surety, if any, for method by which completion of said Work, or any portion thereof, is accomplished or for price paid therefore, unless Surety is required to pay cost to complete the Project, in excess of the amount contained in the Owner-Contractor Agreement, as a direct result of the Architect's negligent issuance of Certificate(s) for Payment. Contractor and Surety are responsible for all costs for completing the Work including cost in excess of original Contract Sum.

Owner does not forfeit right to recover damages from Contractor or Surety for failure to complete Contract by taking over the Work or by declaring Contract in default. Maintenance of the Work remains Contractor's and Surety's responsibility as provided for in Performance Bond and guarantee of Contractor.

2.4.3 The Owner reserves the right to:

- .1 observe the work, at any time, whenever it is in preparation or progress;
- .2 make emergency repairs to the work during the guarantee period, to prevent further damages and the Contractor shall pay for such repairs when necessitated by defects in the Contractor's work;
- .3 make changes to the work.

2.4.4 The Owner shall not be required to accept from the Contractor (unless specifically agreed upon):

- .1 Partial Substantial Completion;
- .2 Substantial Completion when it occurs prior to the expiration of the Construction Time.

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 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

3.2.1 Since the Contract Documents are complementary, before starting each portion of the Work, the Contractor shall carefully study and compare the various Drawings and other Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Subparagraph 2.2.1, 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 construction by the Contractor and are not for the purpose of discovering errors, omissions or inconsistencies in the Contract Documents; however, any errors, inconsistencies or omissions discovered by the Contractor shall be reported promptly to the Architect as a properly prepared, timely Request For Information (RFI) in such form as the Architect may require.

3.2.2 Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the Architect, but 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. The

Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes and rules and regulations, unless they bear upon construction means, methods, techniques or safety and health precautions, but the Contractor shall promptly report to Architect any nonconformity discovered by or made known to the Contractor as a Request For Information (RFI) in such form as the Architect may require.

3.2.3 If the Contractor believes that additional cost or time is involved because of clarifications, interpretations or instructions issued by the Architect in response to the Contractor's notices or requests for information pursuant to Subparagraphs 3.2.1 and 3.2.2, the Contractor shall make Claims as provided in Subparagraphs 4.3.6 and 4.3.7. If the Contractor fails to perform the obligations of Subparagraphs 3.2.1 and 3.2.2, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. The Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Documents unless the Contractor recognized such error, inconsistency, omission or difference and knowingly failed to report it to the Architect.

3.2.3 The Contractor shall verify the location of all easements before beginning the Project.

3.2.4 The Contractor shall perform the Work in accordance with the Contract Documents and submittals reviewed pursuant to Paragraph 3.12.

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 review, substantiate, and comply with current industry execution standards and manufacturer's current execution instructions and 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 resulting loss or damage.

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 performing portions of the Work under a contract with the Contractor.

3.3.3 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 other than the Contractor.

3.3.4 The Contractor shall be responsible for inspection of portions of Work already performed under this Contract to determine that such portions are in proper condition to receive subsequent Work.

3.3.5 Contractor is solely responsible for coordination of scope of Work for its own forces, and of Subcontractors and suppliers, and to complete all Work, whether performed by the Contractor or a Subcontractor.

3.3.6 The Contractor shall provide a full-time Project Superintendent. Refer to RFP Section 8(f)

3.3.7 Layout/grades will be per plans.

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.

3.4.2 The Contractor may make substitutions only if allowed by Contract Documents and with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order, or by Owner's approval of a Substitution Request.

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

3.5 WARRANTY

3.5.1 The Contractor warrants to the Owner and Architect that all materials and equipment furnished under this Contract will be of good quality and new unless otherwise specified and that all Work will be provided in accordance with the requirements of the Contract Documents and will be of good quality, free of faults and defects. All Work not conforming to the requirements of the Contract Documents, including substitutions or changes made by the Contractor or any subcontractor, material supplier or equipment supplier that have not been specifically identified (PRIOR to Contract award) by means of a Letter of Notice to Architect and properly accepted and authorized by Architect, shall be considered defective and not in agreement with the requirements of the Contract Documents, and shall be promptly corrected in accordance with the requirements of Article 12 of this Agreement and amendments thereto as set forth in Supplementary Conditions or Modifications. Notation or listing of such substitutions or changes on shop drawings or other types of

submittal will not be considered acceptable to Architect whether or not such submittal has been reviewed or stamped by Architect. Notice must be specific and transmitted in letter form. If required by Owner or Architect, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment actually provided. This warranty is not limited by the provisions of Paragraph 12.2.

3.5.2 Immediately prior to Date of Substantial Completion, Contractor shall execute and deliver to Architect, a written warranty in approved form, stating that all materials and equipment provided and all work performed are in accordance with the requirements of the Contract Documents and authorized modifications and additions thereto; and further stating that Contractor guarantees, should any condition arise or be disclosed during the time of Contract warranty, which conditions are due to incomplete, or improper or defective materials, or due to incomplete or improper or defective workmanship or arrangement, such condition, together with all work affected in correcting such condition, shall be (upon written notice from Owner) promptly and satisfactorily corrected by Contractor at no additional cost to Owner. Contractor shall be fully responsible for the prompt, satisfactory completion of all warranty work whether performed by his own or subcontract personnel.

3.5.3 Work Covered by Warranty: Contractor's warranty shall cover all work under the Contract, whether or not any portion or trade has been assigned or sub-let. In the event any portion of the Work is performed by an assignee or subcontractor, Contractor shall obtain from such assignee and/or subcontractor a written warranty to Contractor and Owner covering their respective portion of the Work for the period required. Contractor shall deliver them, together with his own warranty, to Owner prior to final payment. Assigns' and subcontractors' warranties shall expressly provide that the same shall be enforceable directly by Owner, if he so elects, and shall run concurrently with Contractor's warranty. Warranty shall be secured by Contractor's Performance Bond as directed by Owner.

3.5.4 Time of Warranty: Contractor's warranty shall be for a period of one year from Date of Substantial Completion of the Work. Should a warranty required under any Section of the Specifications or of this Contract be for a period of more than one year, Contractor's and subcontractor's warranty, with respect to such work, shall be for such longer period. Warranty for work done subsequent to Date of Substantial Completion shall be for a period of one year from date of Final Completion or such longer period, if so specified.

3.5.5 Partial Occupancy: Should Owner occupy a portion of the Work before the date of Substantial Completion, the warranty period for that portion so occupied shall begin on the date of such occupancy as agreed in writing with Owner.

3.5.6 Objectionable Process: Where any material, process, or method or operation or application procedure is required, which in the opinion of the Contractor, would render the finished work unsuitable for the required warranty, then, before a bid is submitted, such unsuitable material, process, or application method shall be objected to in writing to Architect, stating reasons therefore and recommending other alternate materials or methods so that the Work, when completed, will be suitable for the required warranty. In the event the Contractor's recommendations are approved, the work shall be

installed in accordance therewith, and all changes in cost resulting there from shall be included in the Contract bid amount.

3.5.7 Under the requirements of this Paragraph 3.5, Contractor shall be responsible for:

- .1 Damages to the building contents and/or building utilities or services when damages result from use of faulty materials or negligent workmanship.
- .2 Warranting modifications accepted under subparagraph 3.5.6 above will give satisfactory results.
- .3 Warranting substitutions will be equal or superior to the specified item or method unless he specifically lists shortcomings in his request for making substitution.
- .4 Obtaining and enforcing all subcontract warranties with particular attention being directed to enforcement of warranty work by mechanical, electrical and plumbing subcontractors.

3.6 TAXES

3.6.1 Although Owner is a tax-exempt unit of local government, the Contractor shall pay all sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor which may not be within Owner's exemption that are legally enacted when Contractor's bids were received or negotiations between Owner and Contractor were concluded, whether or not yet effective or merely scheduled to go into effect.

3.6.2 Contractor shall furnish Owner with sales and use tax exemption reports to enable Owner to meet state reporting requirements.

3.7 PERMITS, FEES AND NOTICES

3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required when bids are received or negotiations concluded.

3.7.1.1 Owner shall secure and pay for health and environmental impact fees, water and sewer connections and impact fees, and zoning regulation fees and permits. The Contractor shall secure and pay for all other permits and governmental fees, licenses and inspections necessary for proper execution of and completion of Work which are customarily secured after execution of Contract and which are legally required when bids are received or Contract is executed.

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

3.7.3 It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations, unless they bear upon construction means, methods, techniques or safety and health precautions. However, if the Contractor observes that portions of the

Contract Documents are at variance therewith, the Contractor shall promptly notify the Architect and Owner in writing and necessary changes shall be accomplished by appropriate Modification.

3.7.4 If the Contractor performs Work, knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Architect and Owner, the Contractor shall assume full responsibility for such Work and shall bear all the costs attributable for any and all repairs required for conformance, including but not limited to, any penalties, fines or other damages realized..

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 against which the Contractor makes 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 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 Clause 3.8.2.2, and (2) changes in Contractor's costs under Clause 3.8.2.3.

3.8.3 Contingency Allowance is established as \$ 150,000 and shall be processed pursuant to the Specifications.

3.9 SUPERINTENDENT

3.9.1 The Contractor shall employ a competent superintendent. Refer to RFP Section 8(f).

3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner and Architect the name and qualifications of a proposed superintendent. The Owner or Architect may reply within fourteen (14) days to the Contractor in writing stating: (1) whether the Owner or Architect has reasonable objection to the proposed superintendent, or (2) that the Owner or Architect requires additional time to review. Failure of the Owner or Architect to reply within the fourteen (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 (within thirty 30 days) after notification of contract award, 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 monthly or at appropriate intervals as required by the conditions of the Work and Project whichever is less, 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.

3.10.1.1 Owner may authorize construction activities to commence prior to completion of Drawings and Specifications. If Drawings and Specifications require further development at the time the initial construction schedule is prepared, Contractor shall: 1) allow time in the schedule for further development of Drawings and Specifications by Architect, including time for review by Owner and Contractor and for Contractor's coordination of Subcontractors' Work, and 2) furnish to Owner, in a timely manner, information regarding anticipated market conditions and construction cost, availability of labor, materials and equipment, and proposed methods, sequences and time schedules for construction of Work.

3.10.2 The Contractor shall prepare and keep current, for the Architect's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the Architect reasonable time, as defined by the Architect to review submittals. If the Contractor fails to submit a 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.

3.10.4 Owner shall not be bound by any early completion deadline submitted in any schedule.

3.10.5 Owner does not approve or accept any schedule, but reserves the right to review, comment and reject.

3.11 DOCUMENTS AND SAMPLES AT THE SITE

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

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 which 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. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review by the Architect is subject to the limitations of Subparagraph 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 which 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 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. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect without action.

3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor and Sub-contractor represent to the Owner and Architect that the Contractor and Sub-contractor have (1) reviewed and approved them, (2) have reviewed for compliance with the Contract Documents, (3) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (4) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents, and have approved the submittal.

3.12.7 The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been reviewed by the Architect. Such Work shall be in accordance with approved submittals.

- .1 The Contractor shall make all revisions as noted by Architect and shall re-submit the required number of corrected copies of Shop Drawings, product data or samples until no exceptions are taken. The Contractor shall direct specific attention, by cover letter accompanying resubmitted Shop Drawings, to all revisions made in addition to those requested by Architect on previous submissions, if any.

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 review 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 the Architect has given written approval to the specific 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 review 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 absence of such written notice the Architect's review of a re-submission shall not apply to such revisions.

3.12.10 The Contractor shall not be required to provide professional services which 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 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 or approvals performed by such design professionals, provided the Owner and Architect have specified to the Contractor appropriate performance and design criteria that such services must satisfy. Pursuant to this Subparagraph 3.12.10, the Architect will review 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 or design criteria required by the Contract Documents.

3.12.11 When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

3.13 USE OF SITE

3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, policies, 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.

3.13.2 Contractor shall assume full responsibility for protection and safekeeping of materials stored on premises.

3.13.3 Contractor shall provide all necessary precautions to protect public, visitors and tenants from activities of Contractor or his agents on project.

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.

3.14.2 The Contractor shall not damage or endanger a portion of the Work, or fully or partially completed construction, by 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 from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

3.15.2 If the contractor fails to clean up as provided in the Contract Documents after reasonable notice from Owner of such failure, the Owner may do so and the cost thereof shall be charged to the Contractor.

3.16 ACCESS TO WORK

3.16.1 The Contractor shall provide governmental authorities who lawfully request access to the work, the Owner and Architect proper facilities and equipment for access to the Work in preparation and progress wherever located.

3.17 ROYALTIES AND PATENTS

3.17.1 The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of patent rights and shall hold the Owner and Architect harmless from loss (including but not limited to attorney's fees, court cost, and other cost of defense), 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. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright, trademark, trade name, or similar property right or interest, 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, DEFEND AND HOLD HARMLESS THE OWNER, ITS ELECTED OFFICIALS, APPOINTED OFFICIALS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES, ARCHITECT, ARCHITECT'S

CONSULTANTS (COLLECTIVELY REFERRED TO AS THE "INDEMNITEES") FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, DAMAGES, LOSSES, COSTS, AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES, ARISING OUT OF, RESULTING FROM, OR OCCURRING IN CONNECTION WITH THE PERFORMANCE OF THE WORK PROVIDED THAT SUCH CLAIM, LIABILITY, DAMAGES, LOSS, COSTS 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), INCLUDING THE LOSS OF USE THEREOF IN ANY WAY OCCURRING, INCIDENT TO, ARISING OUT OF OR IN CONNECTION WITH: (A) A BREACH OF THE WARRANTIES PROVIDED BY THE CONTRACTOR; (B) THE WORK PERFORMED OR TO BE PERFORMED BY THE CONTRACTOR, ITS CONTRACTORS, SUB-CONTRACTORS, SUB-SUB-CONTRACTORS, AND SUPPLIERS, AND THEIR EMPLOYEES AND AGENTS; (C) ANY NEGLIGENT ACTION AND/OR OMISSION OF THE INDEMNITEES RELATED IN ANY WAY TO THE PROJECT WHETHER THE INDEMNITEES ARE NEGLIGENT IN WHOLE OR IN PART, AND EVEN WHEN THE LOSS IS CAUSED BY THE SOLE FAULT OR NEGLIGENCE (INCLUDING ACTS OR OMISSIONS THAT ARE CHARACTERIZED AS NEGLIGENCE PER SE, NEGLIGENCE PREMISED ON STRICT LIABILITY, OR ANY OTHER TYPE OF NEGLIGENCE) OF THE INDEMNITEES; OR (D) ANY FINES, PENALTIES, DAMAGES (INCLUDING PUNITIVE), LIABILITIES, COSTS AND EXPENSES IN CONNECTION WITH: (1) A VIOLATION OF ANY LAW, STATUTE, RULE, ORDINANCE, CODE OR OTHER REQUIREMENT OF PUBLIC AUTHORITIES; (2) MEANS, METHODS, PROCEDURES OR SEQUENCES OF EXECUTION OR PERFORMANCE OF THE WORK; AND (3) FAILURE TO SECURE AND PAY FOR PERMITS, FEES, APPROVALS, LICENSES AND INSPECTIONS FOR WHICH THE CONTRACTOR IS RESPONSIBLE UNDER THE CONTRACT DOCUMENTS. THE CONTRACTOR'S INDEMNITY OBLIGATION HEREIN 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. THE SCOPE AND EXTENT OF THIS INDEMNITY SHALL NOT BE LIMITED BY THE AVAILABILITY OF COVERAGE UNDER THE CONTRACTOR'S INSURANCE AND SHALL NOT LIMIT INDEMNITEES' OTHER LEGAL REMEDIES AGAINST CONTRACTOR OR ANY OTHER PERSON OR ENTITY. THIS INDEMNIFICATION PROVISION SHALL SURVIVE TERMINATION OF THE CONTRACT.

3.18.2 In claims against any person or entity indemnified under Paragraph 3.18 by an employee of the Contractor, a Subcontractor, Sub-Sub-contractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Paragraph 3.18 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' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

3.18.3 The obligations of the Contractor under Paragraph 3.18 shall not extend to the liability of the Architect, the Architect's consultants and agents and employees of any of them arising out of: (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications; or (2) the giving of, or the

failure to give, directions or instructions by the Architect, the Architect's consultants and agents and employees of any of them, provided such giving, or failure to give, is the primary cause of the injury or damage. The indemnity for the Architect, the Architect's Consultants, agents and employees does not extend to any indemnity prohibited by Section 130.003 of the Texas Civil Practice and Remedies Code.

3.19 ADDITIONAL REQUIREMENTS

3.19.1 Contractor shall submit to Architect, in writing, all substitutions proposed PRIOR TO the bid opening date. Contractor shall furnish sufficient data for evaluation. To be acceptable for project use, substitutions must be reviewed in writing by Architect or by appropriate addendum.

3.19.2 Contractor shall follow manufacturer instructions. Where such instructions are in conflict with the Contract Documents, Contractor shall notify Architect for clarification before proceeding. A copy of the manufacturer's instructions shall be kept at job site and made available to Architect.

3.19.3 Contractor shall stop the Work affected when notified of a proposed change and when unsatisfactory results are anticipated. Contractor shall proceed only after receiving additional instructions from Architect.

3.19.4 Contractor shall establish and maintain bench marks, and all other grades, lines, and levels necessary for the Work, report errors and inconsistencies to Architect, in writing, before commencing work affected. Contractor shall be responsible for placement of Project Work and shall make all corrections necessary to achieve an accurate layout of Project Work.

3.19.5 Contractor shall provide acceptable access facilities to the Work for the Owner, Architect, and all local, State and Federal authorities having jurisdiction. All access facilities shall be made safe and reasonably convenient.

3.19.6 Contractor shall prepare quotations, for proposed changes in the Work. Quotations shall be in a "break-down" form giving the number of units, unit cost of materials, tool costs, taxes, overhead, profit, etc. Quotations shall reflect credits as well as extras.

3.19.7 Contractor shall furnish written warranties using the form directed by Owner or Architect.

3.19.8 Contractor shall secure required inspection certificates and transmit them to Architect and Owner.

ARTICLE 4 ADMINISTRATION OF THE CONTRACT

4.0 SCHEDULE OF WORK (At a maximum, in calendar days)

Prior to Day 0: Award of contract by Commissioners' Court

Day 0: Date of Commencement per Section 8.1.2

No later than Day 235: Contractor attains Substantial Completion

No later than Day 265: Contractor attains Final Completion.

4.1 ARCHITECT

4.1.1 The Architect is the person lawfully licensed to practice architecture, or an entity lawfully practicing architecture identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Architect" means the Architect or the Architect's authorized representative or such representative as the architect may designate, who may be employed by the Architect as a consultant.

4.1.1.1 Each of these terms; "Architect," "Engineer," "Architect/Engineer," "A/E," or "Engineer/Architect" shall mean Architect, or an affiliate as otherwise provided in the Contract Documents, or duly authorized representatives, such representatives acting severally within scope of particular duties entrusted to them, unless otherwise provided in Contract Documents.

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 In case of termination of employment of the Architect, the Owner shall appoint a new Architect whose status under the Contract Documents shall be that of the former architect.

4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT

4.2.1 The Architect, acting in consultation with Owner's representative, will provide administration of the Contract as described in the Contract Documents: (1) during construction; (2) until final payment is due, and (3) with the Owner's concurrence, from time to time during the correction period described in Paragraph 12.2. The Architect will advise and consult with the Owner. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified by written instrument in accordance with other provisions of the Contract; however, such authority shall not be considered or construed as creating a fiduciary relationship between the Architect and Owner.

4.2.2 The Architect, as a representative of the Owner, will visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by Owner and Architect, and as Architect deems necessary: (1) to become generally familiar with and to keep the Owner informed about the progress and aesthetic quality of the portion of the Work completed; (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work observed is being performed in a manner indicating that the Work, when completed, will be in general accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site evaluations or inspections to check the quality or quantity of the Work. The Architect will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety or health 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 Subparagraph 3.3.1.

4.2.2.1 Contractor shall reimburse Owner for compensation paid to Architect for additional site visits made necessary by fault, neglect or request of Contractor.

4.2.3 The Architect will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility as provided in Paragraph 3.3. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents or failure to complete Work on schedule. 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 of any other persons performing portions of the Work.

4.2.4 Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate through the Architect. Communications by and with the consultants shall be through the Architect, unless otherwise approved by 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. The Architect's presence at the Project Site shall not imply concurrence or approval of the work. Contractor shall call specific items to the Architect's attention in writing if he wishes to obtain Architect's opinion.

4.2.5 Based on the Architect's observations and 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 which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect will have authority to require additional inspection or testing of the Work in accordance with Subparagraphs 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, materials and equipment suppliers, their agents or employees, or other persons performing portions of the Work. All costs made necessary by such failure, including those of repeated procedures shall be at Contractor's sole expense, including compensation for Architect's services and expenses.

4.2.7 The Architect will review 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. Such review and action on the part of the Architect is limited to only those submittals required by the Contract Documents. The

Architect's action will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review by the Architect, Architect's consultants and Owner, if needed. 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 Paragraphs 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety or health precautions or, unless otherwise specifically stated by Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's review 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, or other change documents for changes in the Work for the Owner's approval and execution, and the Architect may authorize minor changes in the Work as provided in Paragraph 7.4.

4.2.9 The Architect and Owner will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion. The Architect may receive and forward to the Owner for the Owner's review and records written warranties and related documents as required by the Contract Documents and assembled by the Contractor, and will issue a final Certificate for Payment based upon final inspection indicating the Work complies with the requirements of the Contract Documents.

4.2.10 If the Owner and Architect agree, 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. If no agreement is made concerning the time within which interpretations required of the Architect shall be furnished in compliance with this Paragraph 4.2, then delay shall not be recognized on account of failure by the Architect to furnish such interpretations until fourteen (14) days after written request is received.

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.

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

4.3 CLAIMS AND DISPUTES

4.3.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money and extension of time 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. Claims must be made by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

4.3.1.1 Claims must contain following:

- .1 Date of the event giving rise to such Claim and, if applicable, date when the event ceased;
- .2 Nature of occurrence or condition giving rise to the Claim;
- .3 Identification of contractual provisions affected and a detailed explanation of how the Claim is contrary to those provisions;
- .4 An estimate of effect upon the Contract Sum, including an itemized breakdown of additional cost, if any;
- .5 An estimate of the effect upon the Project Schedule, including a comparison of Project Construction Schedule and schedules prepared in connection with the Claim. If required by Owner or Architect, this shall include showing in CPM format, both critical and non-critical path activities affected and showing Project Construction Schedule and Claim sequences, durations and float substantiating delay claimed.

4.3.2 Decision of Architect. Claims, including those alleging an error or omission by the Architect, shall be referred initially to the Architect for action as provided in Paragraph 4.4. A decision by the Architect and Owner, as provided in Subparagraph 4.4.4, shall be required as a condition precedent to litigation of a Claim between the Contractor and Owner as to all such matters arising prior to the date final payment is due, regardless of: (1) whether such matters relate to execution and progress of the Work, or (2) the extent to which the Work has been completed.

4.3.3 Time Limits on Claims initiated prior to Final Payment. Claims by either party must be initiated and submitted within **twenty-one (21)** days after occurrence of the event giving rise to such Claim or within **twenty-one (21)** days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be initiated and submitted by written notice to the Architect and the other party. An additional Claim made after the initial Claim has been implemented by Change Order will not be considered unless submitted in a timely manner.

4.3.4 Continuing Contract Performance. Pending final resolution of a Claim, unless otherwise agreed in writing or as provided in Sub-paragraph 9.7.1 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.

4.3.5 Waiver of Claims: Final Payment. 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.

4.3.6 Claims for Concealed or Unknown Conditions. If conditions are encountered at the site which are: (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or (2) unknown physical conditions of an unusual nature, which 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, then notice by the observing party shall be given to the other party promptly before conditions are disturbed. The Architect will promptly investigate and evaluate such conditions and, if 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 so notify the Owner and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made and submitted within **twenty-one (21)** days after the Architect has given notice of the decision. If the Owner and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the Architect for initial determination, subject to further proceedings pursuant to Paragraph 4.4.

4.3.7 Claims for Additional Cost. If the Contractor wishes to make 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 Paragraph 10.6. If the Contractor believes additional cost is involved for reasons including but not limited to: (1) a written interpretation from the Architect; (2) an order by the Owner to stop the Work where the Contractor was not at fault; (3) a written order for a minor change in the Work issued by the Architect; (4) failure of payment by the Owner; (5) termination of the Contract by the Owner; (6) Owner's suspension, or (7) other reasonable grounds, Claim shall be filed in accordance with this Paragraph 4.3.

4.3.8 Claims for Additional Time

4.3.8.1 If the Contractor wishes to make Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall demonstrate that the task is on the critical path and identify the new completion date. In the case of a continuing delay, only one Claim is necessary.

4.3.8.1.1 The Contractor's request for an increase in the time shall be submitted with monthly pay applications. The delay impacting the critical path shall be addressed no later than the pay application for the month following the month in which the time was lost.

4.3.8.1.2 Only delay impacting the critical path of the Work shall be considered when determining if Contractor is entitled to additional time.

4.3.8.2 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, that weather conditions had an adverse effect on the scheduled construction and that the activities delayed by weather were on the critical path.

4.3.8.2.1 Acceptable data for substantiating a claim for additional time due to abnormal weather conditions will be the records of the National Oceanographic and Atmospheric Administration (NOAA) for the prior ten (10) years. In the absence of NOAA records for a specific Project site, upon mutual agreement, local official records will be the basis. Furthermore, the effect of such abnormal weather must be demonstrated. However, it is agreed that Contractor will be entitled to any and all extensions of time due to inclement weather or other events beyond its control.

4.3.8.3 Claims for increase in Contract Time shall set forth in detail the circumstances that form the basis of the Claim, date upon which each cause of delay began to affect progress of Work, date upon which each cause of delay ceased to affect progress of Work and the number of days' increase in Contract Time claimed as a consequence of each such cause of delay. Contractor shall provide such supporting documentation as Owner or Architect may require including, where appropriate, a revised construction schedule indicating all activities affected by circumstances forming the basis of the Claim.

4.3.8.4 Contractor shall not be entitled to a separate increase in Contract Time for each one of the number of causes of delay which may have concurrent or interrelated effects on progress of Work or for concurrent delays due to fault of Contractor.

4.3.9 Injury or Damage to Person or Property. If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding **twenty-one (21)** days after first observance. The notice shall provide sufficient detail to enable the other party to investigate and evaluate the matter.

4.3.10 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. For purposes of this provision, "Materially" shall mean a change in quantity of at least twenty-five percent (25%) and a change in price of at least ten thousand dollars (\$10,000.00)

4.3.11 Owner reserves the right to audit the Contractor's costs and bid documents if Contractor files a claim against Owner.

4.3.12 Contractor, not owner, shall handle any disputes which may arise between subcontractor and owner.

4.4 RESOLUTION OF CLAIMS AND DISPUTES

4.4.1 Decision of Architect:

Claims, including those alleging an error or omission by the Architect but excluding those arising under Paragraphs 10.3 through 10.5, shall be referred initially to the Architect for decision. An initial decision by the Architect shall be required as a condition precedent to mediation, arbitration (if allowed) or litigation of all Claims between the Contractor and Owner arising prior to the date final payment is due, unless thirty (30) days have passed after the Claim has been referred to the Architect with no decision having been rendered by the Architect. The Architect will not decide disputes between the Contractor and persons or entities other than the Owner.

4.4.2 The Architect will review Claims and within **twenty-one (21)** days of the receipt of the Claim take one or more of the following preliminary actions within ten (10) days of receipt of a Claim: (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) recommend approval of the Claim by the other party; (4) suggest a compromise, or (5) advise the parties that the Architect is unable to resolve the Claim, if the Architect lacks sufficient information to evaluate the merits of the Claim or if the Architect concludes that, in the Architect's sole discretion, it would be inappropriate for the Architect to resolve the Claim.

4.4.3 In evaluating Claims, the Architect 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 Architect in rendering a decision. The Architect may request the Owner to authorize retention of such persons at the Owner's expense.

4.4.4 If the Architect requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten (10) days after receipt of such request and shall either, provide a response on the requested supporting data, advise the Architect when the response or supporting data will be furnished, or advise the Architect that no supporting data will be furnished. Within **twenty-one (21)** days of receipt of the response or supporting data, if any, the Architect will either reject or approve the Claim in whole or in part.

4.4.5 If a Claim has not been resolved after consideration of the foregoing and of further evidence presented by the parties or requested by the Architect, the Architect will notify the parties in writing that the Architect's decision will be made within seven (7) days. Upon expiration of such time period, the Architect will render to the parties the Architect's written decision relative to the Claim. If any change in the Contract Sum or Contract Time or both is included as part of the Architect's decision, Architect will be required to submit his decision to the Brazos County Commissioners Court for final approval. If there is a surety and there appears to be a possibility of a Contractor's default, the Architect may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

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.

5.1.3 Architect and Architect's consultants may, but are not required to, communicate directly with any Subcontractor, Sub-subcontractor, or materials supplier when it is necessary to obtain information necessary for the Architect or Architect's consultants to complete its services on the Project. The Architect shall endeavor to keep Contractor informed of conversations. Requests for information, interpretation or clarification, and correspondence must all be in writing and must be routed through Contractor.

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, within fourteen (14) days 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 will promptly reply to the Contractor in writing stating whether or not the Owner or the Architect, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner or Architect to reply promptly shall constitute notice of no reasonable objection.

5.2.2 The Contractor shall not contract with a proposed person or entity to which 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. The Contract Sum shall be increased or decreased by the difference in cost occasioned by such change and an appropriate Change Order shall be issued. However, no increase in the Contract Sum 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 change a Subcontractor, person or entity previously selected, if the Owner or Architect makes reasonable objection to such change. Acceptance of the substitute Subcontractor after previous acceptance of a Subcontractor for any portion of the work shall not constitute reason for an increase in

the Contract amount.

5.3 SUBCONTRACTUAL RELATIONS.

By appropriate written agreement, 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 which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontractor 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 which may be at variance with the Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

5.3.2 Contractor is fully responsible for acts and omissions of Subcontractors, and persons either, directly or indirectly, employed by them or under their control, as Contractor is for their own employees.

5.3.3 Nothing in Contract Documents creates any contractual relationship between any Subcontractor or Sub-subcontractor, or other tiers, and Owner or Architect, except for provisions in paragraph 5.4.

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 Paragraph 14.2 and only for those subcontract agreements which the Owner accepts by notifying the Subcontractor in writing, and
- .2 Assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

5.4.2 Upon such Assignment, if the Work has been suspended for more than thirty (30) days, the Subcontractor's compensation shall be equitably adjusted.

5.4.3 Contractor will provide copies of its subcontracts, agreements and current information on status of its accounts, upon demand by Owner.

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 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 of 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 Paragraph 4.3.

6.1.2 When separate contracts are awarded for different portions of the Project or other construction of 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 when directed to do so. The Contractor shall make any revisions to the construction schedule and Contract Sum 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 which 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.

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 to report shall constitute an acknowledgment that the Owner's or separate contractors' 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 Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, and damage to the Work or defective construction of a separate contractor.

6.2.4 The Contractor shall promptly remedy damage caused by the Contractor to completed or partially completed construction or to property of the Owner or separate contractors as provided in Subparagraph 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 Paragraph 3.14.

6.3 OWNER'S RIGHT TO CLEAN UP

6.3.1 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 after reasonable written notice and the cost will be paid by those responsible.

ARTICLE 7 **CHANGES IN THE WORK**

7.1 CHANGES

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 and 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.

7.1.4 If unit prices are stated in the Contract Documents, or subsequently agreed upon, and if quantities originally contemplated are so changed in a proposed Change Order or Construction Change Directive 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.

7.2 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** a change in the Work;

- .2 the amount of the adjustment in the Contract Sum, if any, and
- .3 the extent of the adjustment in the Contract Time, if any.

7.2.2 Methods used in determining adjustments to the Contract Sum may include those listed in Subparagraph

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 and stating a proposed basis for 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 Subparagraph 7.3.6.

7.3.4 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect, in writing, 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.

7.3.5 A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor 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.

7.3.6 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the Architect 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, a reasonable allowance for overhead and profit. In such case, and also under Clause 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 Subparagraph 7.3.6 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' or workmen's 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;
 - .5 additional costs of supervision and field office personnel directly attributable to the change; and
 - .6 the maximum allowance for overhead and profit combined included in the total cost to Owner shall be based on the following schedule:
 - A. for Contractor, for any work performed by his own forces, 15% of the cost;
 - B. for each subcontractor involved, work performed by his own forces, 10% of the cost;
 - C. for Contractor, for work performed by his subcontractor, 5% of the amount due the subcontractor.

7.3.7 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which 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. If the net value of a change results in a credit from Contractor or subcontractor, the credit given shall be the net cost, overhead and profit.

7.3.8 Pending final determination of the total cost of a Construction Change Directive to the Owner, amounts not in dispute for such changes in the Work shall be included in Applications for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs. For any portion of such cost that remains in dispute, the Architect will make an interim determination for purposes of monthly certification for payment for those costs. That 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 4.

7.3.9 When the Owner and Contractor agree with the 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 shall be recorded by preparation and execution of an appropriate Change Order.

7.4 MINOR CHANGES IN THE WORK

7.4.1 To the extent allowed by law, 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 shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

ARTICLE 8

TIME

8.1 DEFINITIONS

8.1.1 The Contractor shall achieve substantial completion of the Work not later than two hundred thirty-five (235) days from the date of commencement, subject to adjustments of the time for completion as provided in this Agreement.

8.1.2 The date of commencement of the Work shall be 14 days after the later of the following: receipt of any necessary City permit(s), final approval of the Agreement, receipt of Performance and Payment Bonds by the Contractor, and receipt by the Contractor of written notice to proceed from either the Owner or the Architect.

8.1.3 The date of Substantial completion is the date certified by the Architect in accordance with Paragraph 9.8.

8.1.4 The term "day" as used in the contract documents shall mean calendar day.

8.1.5 The term "critical path" as used in the Contract Documents shall mean the project's tasks that will cause the project end date to be delayed if they are delayed. The word "critical" does not imply how important a task is; a task is critical solely because it must occur as scheduled for the project to finish on time.

8.1.6 The term "free slack time" as used in the Contract Documents shall mean the amount of time a task can be delayed without delaying another task.

8.1.7 The term "total slack time" as used in the Contract Documents shall mean the amount of time a task can be delayed without delaying the finish date of the project.

8.2 PROGRESS AND COMPLETION

8.2.1 Time limits stated in this Agreement 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, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere or store materials or equipment on site 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. Unless the date of commencement is established by the Contract Documents and a notice to proceed given by the Owner, the Contractor shall notify the Owner in writing not less than five (5) days or other agreed period before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall

achieve Substantial Completion within the Contract Time.

8.2.4 Contractor and their Subcontractors shall complete and coordinate Work in accordance with established schedule.

8.2.5 Contractor is responsible for expediting Work, identifying potential conflicts and coordination problems, and proposing measures to avoid such problems

8.2.6 Whenever it becomes apparent that any activity completion date may not be met, unless delay is related to a approved extension of time, Contractor shall take some or all of following actions and submit supplementary schedule indicating effect of action on progress and completion of Work, all without additional costs to Owner;

- .1 increase number of working hours per shift, shifts per working days, working days per week, or amount of construction equipment, or any combination of foregoing which will substantially eliminate backlog of Work, and put Project back on schedule, and/or,
- .2 increase construction manpower in such quantity as will substantially eliminate backlog of Work, and put Project back on schedule, and/or,
- .3 reschedule activities to achieve maximum practical concurrency of accomplishment of activities, and put Project back on schedule.

8.2.7 If Contractor fails to take any of actions indicated in subparagraph 8.2.6 within three (3) days after receiving written notice, Owner may take action to attempt to put Project back on schedule, and deduct cost of such actions from money due or to become due Contractor, or shall be grounds for determination by Owner that Contractor is not prosecuting Work with such diligence as will insure completion within Contract Time. Upon such determination, Owner may terminate Contractor's right to proceed with Work, or any separable part thereof, in accordance with provisions of Article 14.

8.2.8 Contractor shall bear cost of any services of Architect made necessary by delays in completion of Work due to actions or inactions of Contractor or any Subcontractors. Contractor shall promptly pay any such cost upon demand by Owner. At Owner's option, these costs may be deducted from any amounts otherwise due Contractor.

8.3 DELAYS AND EXTENSION OF TIME

8.3.1 Except as otherwise provided in the Contract Documents, 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, adverse conditions as provided for in 4.3.8.2, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the Owner, or by other causes which the Owner determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect and Owner may determine.

- .1 If at least seven (7) hours of work time are available out of the working day, no extensions of time will be allowed;
- .2 No extension of time will be allowed for Saturdays, Sundays, or holidays

- unless the Contract requires and stipulates overtime work and it has been approved in writing by Owner; and
- .3 Time extensions will not be allowed for drying of materials when it is possible for the Contractor to enclose area and materials or use an acceptable drying process.

8.3.2 There will be no delay claims by Contractor if the Contractor finishes the Project early, even if owner delays the work.

8.3.3 Claims relating to time shall be made in accordance with applicable provision of Paragraph 4.3.

8.3.4 If Contract Time is extended pursuant to paragraph 8.3, such extension shall be the exclusive remedy of Contractor and said Contractor shall not be entitled to recover damages from Owner or Architect.

8.3.4 Owner's exercise of any of its rights under "**ARTICLE 7 - CHANGES IN THE WORK**," regardless of the extent of number of such changes, or requirement of correction or re-execution of defective work, or extent of number of Architect's interpretations or clarifications of the Contract Documents, shall not, under any circumstances, be construed as neglect or intentional interference with Contractor's performance of the Work.

ARTICLE 9

PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

9.1.1 The Contract Sum is FOUR MILLION, FOUR HUNDRED TWENTY SEVEN THOUSAND DOLLARS **DOLLARS (\$ 4,427,000.00)** and, subject to authorized adjustments as provided in this Agreement, is the total amount payable by the Owner to the Contractor for performance of the Work.

9.2 SCHEDULE OF VALUES

9.2.1 Unless otherwise provided in the Contract documents, before the first application for Payment, the Contractor shall submit to the Architect a schedule of values allocated to various portions of the Work 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.

9.2.2 The Architect will provide to the Contractor a list of the portions or sections of work for which he wishes to have separate values included and those items for which he will require material quantities to be shown.

9.3 APPLICATIONS FOR PAYMENT

9.3.1 Unless otherwise provided in the Contract Documents; applications for payment shall be submitted monthly by Contractor. The Contractor shall submit to the Architect an itemized Application for Payment for operations completed in accordance with the schedule of values. Such application shall be notarized and supported by such data

substantiating the contractor's right to payment including the most current Contractors Construction Schedule and/or copies of requisitions from Subcontractors and material providers as the Owner or Architect may require, and reflecting retainage if provided for elsewhere in the Contract documents.

9.3.1.2 Such applications may not include requests for payment of amounts the Contractor does not intend to pay to a Subcontractor or material supplier because of a dispute or other reason.

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 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.

9.3.4 The Contractor shall submit his Application for Payment, amounting to 95% of the cost of the work performed and 95% of the materials on hand in accordance with paragraph 9.3.2 above, as of the last day of each month.

9.4 CERTIFICATES FOR PAYMENT

9.4.1 The Architect will, within five (5) days after receipt of the Contractor's Application for Payment and the Architect's site visit, either, issue to the Owner a Certificate for Payment 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 Subparagraph 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 observations at the site and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the observed aesthetic quality of the Work is in accordance with the Contract Documents. The Architect's Certificate for Payment shall be based, in part, on the recommendation of the Contractor. 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 minor deviations from the Contract Documents correctable 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 evaluations and/or 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 decide not to certify payment and 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 Subparagraph 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 Subparagraph 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 decide not to certify payment or, because of subsequently discovered evidence or subsequent observations, 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 because of:

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims;
- .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 another 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;
- .7 persistent failure to carry out the Work in accordance with the Contract Documents;
- .8 failure to comply with the approved Project Construction Schedule;
- .9 erroneous estimates by the Contractor or a Sub-contractor of values of Work performed, or
- .10 the existence of any event of default under the Contract Documents.

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

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.

9.6.1.1 Owner will make monthly partial payments to Contractor within thirty (30) days after receipt of Certificate for Payment from Architect.

9.6.1.2 Owner may withhold payment to Contractor notwithstanding Architect's certification, if it is necessary, in Owner's opinion, to do so to protect Owner from loss due to any of the reasons set forth in Subparagraphs 9.5.1.1 through 9.5.1.10, inclusive.

9.6.2 The Contractor will pay each Subcontractor any due amounts in accordance with Texas Law. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in similar manner.

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

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 (7) 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's payment to material suppliers and equipment suppliers shall be treated in a manner similar to that provided in Subparagraphs 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.

9.7 FAILURE OF PAYMENT

9.7.1. If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within five (5) days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the contractor within seven (7) days after the date established in the Contract Documents the amount certified by the Architect, then the Contractor may, upon seven (7) additional days' written notice to the Owner or 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, 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 is complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

9.8.2 Unless otherwise provided in the Contract Documents, when the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall thoroughly inspect the Work and prepare and submit to the Architect a comprehensive list of items to be completed or corrected, Contractor's Notice of Substantial Completion, and a written request for Architect's review of the Work. The Contractor shall proceed promptly to complete and correct items on the list. 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. Upon approval of Substantial Completion by Brazos County, Contractor has thirty (30) days to reach Final Completion of the Work. If the Contractor does not achieve Final Completion within thirty (30) days after Substantial Completion, Contractor shall be subject to additional Liquidated Damages as set forth under paragraph 9.11.2 herein.

9.8.3 Unless otherwise provided in the Contract Documents, after receipt of the Contractor's Notice of Substantial Completion and the Contractor's list, the Architect and Owner will make inspections to determine whether the Work or designated portion thereof is substantially complete. If the Architect's and Owner's inspections disclose any item, whether or not included on the Contractor's list, which is not in accordance with the requirements of the Contract Documents, 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 another Contractor's Notice of Substantial Completion and a request for another inspection by the Architect and Owner to determine Substantial Completion.

9.8.4 When the Work is substantially complete, the Architect will prepare a Certificate of Substantial Completion which 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. The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance or responsibilities assigned to them in such Certificate.

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.

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 Subparagraph 11.4.1.5 and authorized by public authorities having jurisdiction over the Work. Such partial occupancy, or use, may commence whether or not the portion is substantially complete provided that the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, 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, or the Owner notifies the Contractor of intent to occupy or use a portion of the Work prior to substantial completion, the Contractor shall prepare and submit a list to the Architect as provided under Subparagraph 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 Unless otherwise provided in the Contract Documents; the Contractor shall inspect the Work to determine that it is sufficiently complete in accordance with the Contract Documents and the Contract is fully performed. Upon receipt of Contractor's Notice of Final Completion written notice certifying that the Work is sufficiently complete in accordance with the Contract Documents, that the Contract is fully performed, that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect and Owner will in a reasonable time, make such inspection and when the Architect and Owner finds the Work acceptable under the Contract Documents and the Contract sufficiently 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 and Owner's on-site visits and inspections, the Work has been sufficiently completed in accordance with terms and conditions of the Contract Documents. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Subparagraph 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. However, 95% of the contract amount will be due and payable to Contractor as noted in said final Certificate, with the remaining 5% retainage due and payable to the Contractor within thirty (30) days after acceptance of the Work by the Owner.

9.10.2 Unless otherwise provided in the Contract Documents, neither final payment nor any remaining retained percentage shall become due until the Contractors 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 Document to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least thirty (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, for Owner's review and approval. 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.

9.10.3.1 Final payment constituting entire unpaid balance of Contract Amount will be paid by Owner to Contractor within thirty (30) days after final Certificate for Payment has been issued by Architect.

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;
- .3 terms of special warranties required by the Contract Documents, or
- .4 non-conforming, faulty or defective Work appearing at or after final payment.

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.

9.11 LIQUIDATED DAMAGES

9.11.1 Owner will suffer financial loss if the Project is not Substantially Complete on the date set forth in the Contract. Contractor and Contractor's Surety shall be liable for and shall pay Owner stipulated and fixed sums, hereinafter agreed to as liquidated damages, for each calendar day of delay after the date established for Substantially Completion until the Work is Substantially Complete: Five hundred dollars (\$500.00). It is understood that said sum shall be considered as liquidated damages and shall not be considered as a penalty against the Contractor

9.11.2 If thirty (30) days after Substantial Completion of the Work the Contractor is unable to achieve Final Completion of the Project as determined by Brazos County, Brazos County will suffer further loss. Contractor and Contractor's Surety shall be liable for and shall pay Owner stipulated and fixed sums, hereinafter agreed to as liquidated damages, for each additional calendar day of delay past thirty (30) days after Substantial Completion until Final Completion is achieved: One Thousand Dollars (\$1,000.00). It is understood that said sum shall be considered as liquidated damages and shall not be considered as a penalty against the Contractor.

ARTICLE 10

PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY AND HEALTH PRECAUTIONS AND PROGRAMS

10.1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety and health precautions and programs in connection with the performance of the Contract. This requirement applies continuously and is not limited to normal Working hours.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 The Contractor shall at all times conduct all operations under this Agreement in a manner to avoid the risk of bodily injury or risk of damage to the following:

- .1** employees on the Work and other persons who may be affected thereby, to include but not limited to the Owner and Architect and their consultants and employees;
- .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, standards, rules, regulations, policies and lawful orders of public authorities (including reference standards issued under the Occupation Safety Act and the Occupancy Safety and Health Administration) bearing on safety and health 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 hazardous materials or equipment or unusual methods are necessary for execution of the Work, such as driving or removal of piles, wrecking, demolition, excavation or other similar potentially dangerous work is necessary, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel, and shall give Owner reasonable advance notice. Contractor is fully responsible for any and all damages, claims, and for the defense of all actions against Owner and Architect, and their consultants and employees resulting from the prosecution of such work.

10.2.4.1 Use or storage of explosives is prohibited.

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 Paragraphs 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 Paragraphs 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 Paragraph 3.18.

10.2.6 The Contractor shall designate a responsible, properly trained and qualified member or members of the Contractor's organization at the site whose duties shall be the prevention of accidents, damage to property and to supervise and train personnel in the use of dangerous and hazardous equipment, materials and substances necessary for the execution of the Work. 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, including new construction or existing facilities to be loaded with weights that will exceed design loads or so as to endanger safety of persons or property or cause damage or create an unsafe condition.

10.2.8 Contractor shall give notice in writing at least forty-eight (48) hours or longer if required by affected parties before breaking ground, to all persons having interests on or near site, Public Utility Companies, owners of property having structures or improvements in proximity to site of the Work, agencies, authorities, inspectors, or those otherwise in charge of property, streets, water pipes, gas pipes, sewer pipes, telephone cables, electric cables, railroads or otherwise who may be affected by Contractor's operation, in order that they may remove any obstruction for which they are responsible and have representative on site to see that their property is properly protected. Such notice does not relieve Contractor of responsibility for any damages,

claims, and defense of all actions against Owner and Architect resulting from performance of such Work in connection with or arising out of Contract.

10.2.9 All parts of Work shall be braced to resist wind or other loads. Contractor shall perform Work with the explicit understanding that the design of the Project is based on all parts of Work having been completed and as such, the methods of performance of each part of Work shall be done accordingly.

10.2.10 Temporary items such as, but not limited to: scaffolding, staging, lifting and hoisting devices, shoring, excavation, barricades, and safety and construction procedures necessary in completion of Project shall be the responsibility of the Contractor and its Subcontractors and shall comply with all applicable codes and regulations. It shall not be responsibility of Owner, Architect or their representatives to determine if Contractor, Subcontractors or their representatives are in compliance with the aforementioned regulations.

10.2.11 The Contractor shall comply with all Federal Occupational Safety and Health Administration Hazard Communications Act (HAZCOM) requirements, including properly maintaining Materials Safety Data Sheets (MSDS) at the Project site. The Contractor shall ensure that all MSDS are compiled in a single location at the Project site, and are available to the regulating agencies. The Contractor shall indemnify and hold harmless the Owner and Architect for their respective failure to comply with this provision.

10.2.12 The Contractor shall be responsible for any fines, penalties or charges by any regulatory body by reason of any violation of safety or health regulations. Contractor shall also be responsible for reimbursement of any OSHA fines incurred by the Architect for Project site safety conditions created or controlled by the Contractor that result in the Architect receiving a citation under the OSHA multi-employer citation provision.

10.2.13 The Contractor shall notify Owner's and Architect's personnel upon arrival to the Project site of any known safety or health hazards at the Project and the precautions they should take.

10.2.14 The Contractor shall provide safety and health equipment (excluding boots) for the Owner and Architect to protect them from safety and health risks during the performance of their services during the construction of the Project.

10.2.15 The Architect's review of Contractor's performance does not include review of adequacy of Contractor's safety or health measures.

10.3 HAZARDOUS MATERIALS OR SUBSTANCES

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 hazardous 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, in writing, with a copy to the Architect.

10.3.1.1 The term "hazardous materials or substance" also includes, but is not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB), radon gas, industrial waste, acids, lead, alkaline, irritants, contaminants or other pollutants, excluding mild chemicals used in the cleaning of finished building materials.

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 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 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 the Contractor has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor has 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 Subparagraph 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 to the fault or negligence of the party seeking indemnity.

10.3.4 The Architect and Architect's consultants and employees shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons, to hazardous materials or toxic substances in any form at the Project site.

10.3.5 The Owner and Architect shall not be responsible under Paragraph 10.3 for hazardous materials and substances brought to the Project site by the Contractor unless such materials or substances were required by the Contract Documents and the Contractor so notified the Owner and Architect. The Contractor shall notify the Owner and Architect prior to bringing any hazardous material or substance onto the Project site.

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.

10.4 EMERGENCIES

10.4.1 In an emergency affecting safety or health 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 Paragraph 4.3. and Article 7.

10.4.2 The Contractor shall promptly report in writing to Owner and Architect all accidents arising out of, or in connection with, the performance of the Work, whether on or off the site, which caused death, personal injury or property damage, giving full details and statements of any witnesses. In addition, if death, serious personal injuries or serious property damages are caused, the accident shall be reported immediately by telephone or messenger to Owner and Architect.

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 State of Texas such insurance as will protect the Contractor from claims set forth below which may arise out of, or result from, the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by 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' or workmen's compensation, disability benefit and other similar employee benefit acts which 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, disease or death of any person other than the Contractor's employees or persons or entities excluded by statute from requirements of Subparagraph 11.1.1.1, but required by Contract Documents to provide insurance required by that Subparagraph;
- .4 claims for damages insured by usual personal injury liability coverage which are sustained by: (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor; or (2) by another person;
- .5 claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;
- .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;
- .8 claims involving contractual liability insurance applicable to the Contractor's obligations under Paragraph 3.18.
- .9 Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:
- (1) Premises Operations (including X, C and U coverages as applicable).
 - (2) Independent Contractors' Protective.
 - (3) Products and Completed Operations.
 - (4) Personal Injury Liability with Employment Exclusion deleted.
 - (5) Contractual, including specified provision for Contractor's obligations under Paragraph 3.18.
 - (6) Owned, non-owned and hired motor vehicles.
 - (7) Broad Form Property Damage including Completed Operations.
- .10 If General Liability coverages are provided by a Commercial General Liability Policy on a claims-made basis, the policy date or Retroactive Date shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment, certified in accordance with Subparagraph 9.10.2.

11.1.2 The insurance required by Subparagraph 11.1.1 shall be written for not less than the limits of liability specified in the Bid documents or as required by law, whichever coverage is greater. Coverage shall be written on an occurrence basis and shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment.

11.1.2.1 The insurance required by Subparagraph 11.1.1 shall be written for not less than the following limits, or greater if required by law:

1. Workers' Compensation:
 - (a) State: **Texas** Statutory
 - (b) Applicable Federal (e.g., Longshoremen harbor work, Work at or outside U.S. Boundaries):
Statutory: **Not Applicable**
 - (c) Maritime: **Not Applicable**
 - (d) Employer's Liability: **\$ 1,000,000** each accident
\$ 1,000,000 disease, policy limit
\$ 1,000,000 disease, each employee
 - (e) Benefits required by union labor contracts: **As Applicable**
2. Comprehensive or Commercial General Liability (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage):
 - (a) Bodily Injury: **\$ 1,000,000** each occurrence
\$ 1,000,000 aggregate
 - (b) Property Damage: **\$ 1,000,000** each occurrence
\$ 1,000,000 aggregate
 - (c) Products and Completed Operations Insurance to be maintained for

a minimum period of **five (5)** year(s) after final payment:
(d) Property Damage Liability Insurance shall include coverage for the following hazards:

- 1) X (Explosion).
- 2) C (Collapse).
- 3) U (Underground).

(e) Broad Form Property Coverage shall include Completed Operations.

3. Contractual Liability:

- (a) Bodily Injury: **\$ 2,000,000** each occurrence
- (b) Property Damage: **\$ 2,000,000** each occurrence
\$ 4,000,000 aggregate

4. Personal Injury with Employment Exclusion deleted: **\$ 1,000,000** aggregate

5. If the General Liability coverages are provided by a Commercial Liability policy, the:

- (a) General Aggregate shall be not less than **\$ 2,000,000** and it shall apply, in total, to this Project only.
- (b) Fire Damage Limit shall be not less than **\$ 100,000** on any one Fire.
- (c) Medical Expense Limit shall be not less than **\$ 10,000** on any one person.

6. Umbrella Excess Liability: **\$ 2,000,000** over primary insurance
\$ 10,000 retention for self-insured hazards each occurrence

7. Business Auto Liability (including owned, non-owned and hired vehicles):

- (a) Bodily Injury: **\$ 500,000** each person
\$ 1,000,000 each accident
- (b) Property Damage: **\$ 500,000** each occurrence

Note: The State of **Texas** has a no fault automobile insurance requirement. Contractor shall be certain coverage is provided which conforms to any specific stipulation in the law.

11.1.3 Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificates and the insurance policies required by this Paragraph 11.1 shall contain a provision that coverage afforded under the policies will not be canceled, or allowed to expire, until at least thirty (30) days prior written notice has been given to the Owner. If any of the foregoing insurance coverage are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Subparagraph 9.10.2. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief. Not later than ten (10) days from award of bid, Contractor shall deliver to the Owner, copies of the

insurance certificate in accordance with the above requirements naming Owner as additional insured.

11.2 OWNER'S LIABILITY INSURANCE:

11.2.1 The Owner reserves the right to be self insured for any and all insurance of any kind, type, or nature required by the Contract Documents.

11.3 PROPERTY INSURANCE

11.3.1 The Contractor 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 architect fees, 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 Paragraph 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Paragraph 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. The form of policy for this coverage shall be (Completed Value) (Reporting), in the names of the Owner, Contractor, Subcontractors and Sub-subcontractors as their interests may appear in amount equal to contract sum for the Work.

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.

11.3.2 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.

11.3.3 If the Contractor requests in writing that insurance for risks other than those described herein or for other special hazards 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.

11.4 PERFORMANCE BOND AND PAYMENT BOND

11.4.1 Not later than ten (10) days from and after the date on which the award of the bid is made by the Owner, Contractor shall execute, as Principal, bonds joined in by a Surety Company of the Contractor's choice, generally referred to as a "Performance Bond" and a "Payment Bond," each in a penal sum equal to 100% of the Contract

Sum. The Bonds shall be on the form provided by Owner and shall be compatible with provisions of governing authorities. Contractor shall file bonds with the Owner.

11.4.2 Surety Company executing bonds shall be acceptable to Owner and shall be authorized to do business in the State of Texas.

11.4.3 Surety Company shall list the address and phone number of the home office of its' principal place of business. Surety shall also provide the name, address and phone number of the local Agent issuing the bonds.

11.4.4 Contractor shall require attorney-in-fact who executes required bonds on behalf of surety to affix thereto a certified and current copy of power of attorney.

11.4.5 Contractor shall deliver required bonds to Owner not later than three (3) days following the date the Agreement is entered into, or if Work is to be commenced prior thereto in response to a letter of intent, Contractor shall, prior to commencement of Work, submit evidence satisfactory to Owner that such bonds will be furnished.

11.4.6 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 permit a copy to be made.

11.4.7 Contractor shall keep surety informed of progress of Work and where necessary, obtain surety's consent to, or waiver of: (1) notice of changes in the Work; (2) request for reduction or release of retention; (3) request for final payment; and (4) any other information required by surety.

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, Owner's or governing authority'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, Owner's or governing authority'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 which the Architect, Owner or governing authority has not specifically requested to examine prior to its being covered, the Architect, Owner or governing authority 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 cost 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

12.2.1.1 The Contractor shall promptly correct Work rejected by the Architect, Owner or governing authority or failing to conform to the requirements of the Contract Documents, whether observed before, or after, Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear costs of correcting such rejected Work, including additional testing and inspections and compensation for the Architect's services and expenses made necessary thereby.

12.2.2 AFTER SUBSTANTIAL COMPLETION

12.2.2.1 In addition to the Contractor's obligation under Paragraph 3.5, if, within one (1) year after the date of Substantial Completion of the Work, or designated portion thereof, or after the date for commencement of warranties established under Subparagraph 9.9.1, or by terms of an applicable special warranty required by the Contract Document, 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. This period of one (1) year 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 performance of the Work. This obligation under this paragraph 12.2.2 shall survive acceptance of the Work under the Contract and termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

12.2.2.2 The one (1) 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 (1) year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Paragraph 12.2.

12.2.2.4 Upon request of Owner and prior to expiration of one (1) year from date of Substantial Completion, Architect may conduct, and Contractor shall attend, a meeting with Owner to review facility operations and performance.

12.2.3 The Contractor shall remove from the site portions of the Work which 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 which is not in accordance with the requirements of the Contract Documents.

12.2.5 Nothing contained in this Paragraph 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 (1) year period for correction of Work as described in Subparagraph 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

12.3.1 If the Owner prefers to accept Work which 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. Contractor shall bear all direct, indirect and consequential costs attributable to Owner's evaluation of and determination to accept such defective or nonconforming Work (such costs to include but not limited to fees and charges of architects, engineers, testing agencies, consultants, attorneys and other professionals). Such adjustment shall be effected whether or not final payment has been made. If any such acceptance occurs prior to final payment, Owner shall be entitled to an appropriate decrease in the Contract Sum. If the acceptance occurs after final payment, an appropriate amount will be paid by the Contractor to the Owner.

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW: The Contract shall be governed by the laws of the State of Texas.

13.2 SUCCESSORS AND ASSIGNS

13.2.1 The Owner and Contractor 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. 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 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.

13.2.3 Contractor shall not assign any monies due or to become due hereunder without written consent of Owner and of Contractor's Surety. The Contractor shall file a copy of such consent of Surety, together with copy of assignment with Owner and Architect. In case Contractor assigns all or any part of any monies due or to become due under this Contract, instrument of assignment must contain a clause substantially to effect that it is agreed that right of assignees in and to any monies due or to become due to Contractor shall be subject to prior liens and claims of all persons, firms and corporations for services rendered; for payment of all laborers and mechanics for labor performed; for payment for all materials and equipment furnished and payment for all materials and equipment used or rented in performance of the Work called for in Contract; and for payment of any liens, claims, or amounts due to governments or any

of their funds.

13.3 WRITTEN NOTICE: Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered 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 there under 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 required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Owner shall make arrangements for such tests, inspections and approvals with an independent testing laboratory, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the testing agency, Project inspector (if any), public authorities and (if requested), Architect timely notice of when and where tests and inspections are to be made so that they may observe such procedures. The Owner shall bear costs of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded.

13.5.2 If the Architect, Owner, Project inspector (if any), or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Subparagraph 13.5.1, the Project inspector (if any), or 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 testing agency, project inspector (if any), governing agency, and (if requested), Architect of when and where tests and inspections are to be made so they may observe such procedures. The Owner shall bear such costs except as provided in Subparagraph 13.5.3.

13.5.3 If procedures for testing, inspection or approval under Subparagraphs 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, laws, statutes, ordinances, codes, rules or regulations, 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 and Project inspector (if any).

13.5.5 If the Architect, Owner or Project inspector (if any), is to observe tests, inspections or approvals required by the Contract Documents, they will do so promptly and where practicable, at the normal place of testing.

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

13.6 INTEREST

13.6.1 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the legal rate prevailing for public entities under the laws of the State of Texas.

13.7 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

13.7.1 As between the Owner and Contractor:

- .1 Before Substantial Completion.** Before Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;
- .2 Between Substantial Completion and Final Certificate for Payment.** As to acts or failures to acts occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate for Payment; and
- .3 After Final Certificate for Payment.** As to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any warranty provided under Paragraph 3.5, the date of any correction of the Work or failure to correct the Work by the Contractor under paragraph 12.2, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or Owner, whichever occurs last.

13.8 EQUAL OPPORTUNITY

13.8.1 Contractor shall maintain policies of employment as follows:

- .1** Contractor and Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or

recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth policies of nondiscrimination.

- .2 Contractor and Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

13.9 NON-DISCRIMINATION

13.9.1 In performance of Work, Contractor and Subcontractors agree not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation or national origin. This provision shall include, but not be limited to the following; employment, upgrading, demotion, promotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.

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 thirty (30) days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons performing portions of the Work under the Contract with the Contractor, for any of the following reasons:

- .1 issuance of an order of a court or other public authority having jurisdiction;
- .2 an act of government, such as a declaration of national emergency, making material unavailable;
- .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 Subparagraph 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 if repeated suspensions, delays or interruptions by the Owner as described in Paragraph 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or one hundred twenty (120) days in any three hundred sixty-five (365) day period, whichever is less.

14.1.2 If one of the above reasons exists, the Contractor may, upon seven (7) additional days written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools and construction equipment and machinery, including reasonable overhead, profit and damages.

14.1.3 If the Work is stopped for a period of sixty (60) days through no act or fault of

the Contractor or a Subcontractor or their agents, employees or any other persons performing portions of the Work under the Contract with the Contractor because the Owner has persistently 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 (7) additional days written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Subparagraph 14.1.2.

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1 The Owner may terminate the Contract if the Contractor:

- .1 persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make prompt payment to Subcontractors for materials or labor in accordance with the respective agreement between the Contractor and the Subcontractors;
- .3 persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; 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 and the Owner believes that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety seven (7) days written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor;
- .2 accept assignment of subcontracts pursuant to Paragraph 5.4; and
- .3 finish the Work by whatever reasonable method the Owner may deem expedient.

14.2.3 When the Owner terminates the Contract for one of the reasons stated in Subparagraph 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, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

14.3 SUSPENSION BY 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 Subparagraph 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 **ACCESS TO THE WORK**

15.1 Architect, the Owner, and their authorized representatives, shall have access at all times to the work for inspection wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and inspection.

ARTICLE 16 **STANDARDS**

16.1 Any material specified by reference to the number, symbol or title of a specific standard, such as a Commercial Standard, a Federal specification, a trade association standard or other similar standard, shall comply with the requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of these Specifications, except as limited to type, class or grade, or modified in such reference.

16.2 The Standards referred to, except as modified in the Specifications, shall have full force and effect as though printed in the Specifications. These Standards are not furnished to bidders for the reason that the manufacturers and trade involved are assumed to be familiar with their requirements. The Architect will furnish, upon

request, information as to how copies of the standards referred to may be obtained.

16.3 It is not the intent of the Specifications to limit materials to the product of any particular manufacturer. Where definite materials, equipment and/or fixtures have been specified by name, manufacturer or catalog number, it has been done to set a definite standard and a reference for comparison of quality, application, physical conformity and other characteristics. It is not the intention to discriminate against, or prevent, any dealer, jobber or manufacturer from furnishing materials, equipment and fixtures which, in the judgment of the Architect, expressed in writing, meet or exceed the characteristics of the specified items.

ARTICLE 17

PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS

17.1 No officer or employee of Brazos County, Texas, shall have a financial interest, direct or indirect, in this Agreement or shall be financially interested, directly or indirectly, in the sale of any materials, supplies or services, except on behalf of the County as an officer or employee. Any willful violation of this Article shall constitute malfeasance in office and any officer or employee guilty thereof shall be subject to removal from his office or position. Any violation of this Article with the knowledge, express or implied, of the Contractor or Subcontractors shall render this Agreement voidable by Brazos County.

ARTICLE 18

PREVAILING WAGE RATES

18.1 PREVAILING WAGE RATE DETERMINATION

18.1.1 Chapter 2258, Texas Government Code, Title 10, requires state agencies, cities, counties, independent school districts and all other political subdivisions that engage in construction projects using public funds to include prevailing wage rates in the project bid documents and the construction contract.

ARTICLE 19

AUTHORITY TO CONTRACT

The County Judge is authorized to execute this Agreement upon the Commissioners Court's approval of the Agreement as set forth in the minutes of the Court's January 17, 2017 meeting.

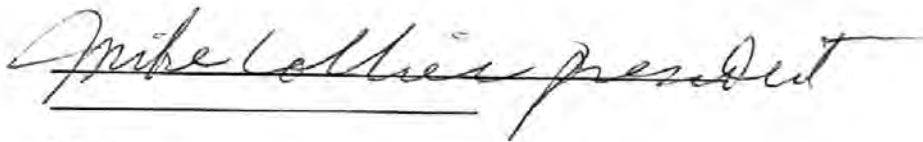
This Agreement is entered into in as of the day and year first written above and is executed in at least three (3) original copies of which one (1) is to be delivered to the Contractor, one (1) to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER: BRAZOS COUNTY, TEXAS



Duane Peters, Brazos County Judge
200 South Texas Ave., Suite. 352
Bryan, Texas 77803
Date:

CONTRACTOR: COLLIER CONSTRUCTION, LLC



Date:

1-12-17



TEXAS A&M UNIVERSITY SYSTEM
301 Tarrow Street, 2nd Floor
College Station, Texas 77840

Minimum Prevailing Wage Rate
County: Brazos
Revised: 10/07/14

CLASSIFICATION	RATE	NOTES
Acoustic Ceiling Installer	11.68	
Asbestos Abatement Worker	12.49	
Carpenter	14.57	
Concrete – Pour and Finish	13.78	
Crane Operator	23.15	
Driver	11.26	
Drywall Installer	10.87	
Electrician – Journeyman	18.96	
Electrician – Apprentice	11.67	
Elevator Mechanic – Journeyman	52.38	
Elevator Mechanic – Apprentice	45.98	
Fire Protection – Controls	12.80	
Fire Protection – Pipefitter	19.30	
Formwork Builder	11.31	
Glazier	13.67	
HVAC – Journeyman	18.74	
HVAC – Apprentice	11.87	
HVAC – Controls	15.10	
Insulator	12.00	
Ironworker	14.09	
Laborer/Helper	10.64	
Mason	12.67	
Equipment Operator – Light	11.60	
Equipment Operator – Heavy	11.75	
Painter	10.19	
Pipefitter – Journeyman	24.29	
Pipefitter - Apprentice	14.19	
Plasterer	13.68	
Plumber – Journeyman	23.99	
Plumber – Apprentice	14.47	
Reinforcing Steel Worker	10.80	
Roofer	15.85	
Stone Mason	14.60	
Terrazzo Installer	9.76	
Tile Setter	14.08	
Waterproofer	12.17	

Note: Listed minimum prevailing wage rate is the base hourly wage rate including fringes.

Table of Contents

1. A305
2. Bidder's Information
3. Project Experience
4. Personnel
5. Bond & Insurance Information
6. Safety Program and Quality Control
7. References
8. Bid Forms



Blinn College New Student Housing



Document A305™ – 1986

Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO: Brazos County Purchasing Office

ADDRESS: 200 South Texas Ave., Ste. 352, Bryan, Texas 77803

SUBMITTED BY: Collier Construction, LLC.

NAME: Collier Construction, LLC.

ADDRESS: PO Box 1889, Brenham, Texas 77834

PRINCIPAL OFFICE: 1601 Highway 290, Brenham, Texas 77833

☒ Corporation

☐ Partnership

☐ Individual

☐ Joint Venture

☐ Other

NAME OF PROJECT: *(if applicable)* Request for Proposals #17-253 Brazos County Expo Expansion – Phase III

TYPE OF WORK: *(file separate form for each Classification of Work)*

☒ General Construction

☐ HVAC

☐ Electrical

☐ Plumbing

☐ Other: *(Specify)*

§ 1 ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor? 33 years

§ 1.2 How many years has your organization been in business under its present business name? 33 years

§ 1.2.1 Under what other or former names has your organization operated?

none

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation: 1983

§ 1.3.2 State of incorporation: Texas

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.

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

| § 1.3.3 President's name: Mike Collier

| § 1.3.4 Vice-president's name(s)

| RC Collier

| § 1.3.5 Secretary's name: DM Collier

| § 1.3.6 Treasurer's name: RC Collier

§ 1.4 If your organization is a partnership, answer the following:

§ 1.4.1 Date of organization:

§ 1.4.2 Type of partnership (if applicable):

§ 1.4.3 Name(s) of general partner(s)

§ 1.5 If your organization is individually owned, answer the following:

§ 1.5.1 Date of organization:

§ 1.5.2 Name of owner:

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

§ 2 LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

§ 3 EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

| General Contractor, Site Work, Plumbing, and Concrete

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

| No

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

| No

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

| No

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

No

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

Please See Proposal

§ 3.4.1 State total worth of work in progress and under contract:

\$40,900,000

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

Please See Proposal

§ 3.5.1 State average annual amount of construction work performed during the past five years:

\$97,800,000 average in progress last 10 years

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

§ 4 REFERENCES

§ 4.1 Trade References:

Haarmeyer Electric
Roy Haarmeyer
Conroe, TX
Phone: (936) 756-1068

Mustang CAT
Jason Watson
Bryan/College Station, TX
Phone: (936) 291-2181

Joslin Utilities
Curt Joslin
Porter, TX
Phone: (281) 354-5840

A-1 Trucking
Anthony
Bryan, TX
Phone: (979) 436-2769

Southland Builders
Steve Driver
Montgomery, TX
Phone: (936) 224-3992

Mustang CAT Rental
Lance Feldhouvsen

Conroe, TX
Phone: (281) 414-0029

§ 4.2 Bank References:

Citizens State Bank
Ben Flencher, President
PO Box 518
Somerville, Texas 77834
Phone: (979) 596-1421
Fax: (979) 596-2078

§ 4.3 Surety:

§ 4.3.1 Name of bonding company:

Liberty Mutual
2423 Arbor Drive
Round Rock, Texas 78681

§ 4.3.2 Name and address of agent:

Edward Arens, Technical Assurance
29811 Interstate 45, Suite #101
The Woodlands, Texas 77381

§ 5 FINANCING

§ 5.1 Financial Statement.

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Available upon request.

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsiidiary).

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

§ 6 SIGNATURE

§ 6.1 Dated at this 20th day of December 2016

Name of Organization: Collier Construction, LLC

By: Mike Collier, President

Mike Collier President

Title: President

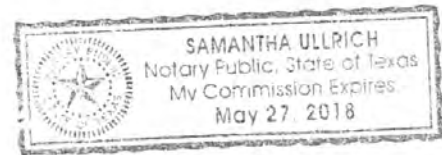
§ 6.2

M being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this 20th day of December, 2016

Notary Public: *Samantha Ullrich*

My Commission Expires: *May 27, 2018*



STANDARDS OF THE COLLIER CONSTRUCTION TEAMWORK APPROACH



- We treat people as we would want to be treated.
- Be committed to the highest standards of excellence.
- Do whatever it takes to make each project a complete success to the full satisfaction of the Owner, regardless of the size of project or difficulty.
- Work as a team player in all aspects including being innovative to solving challenges.
- Respect, value and nurture our relationship with the Owner.
- Recognize our people as our most valued assets.
- Provide the opportunity and support for our people to grow, improve and achieve their true potential.
- Maintain a strong work ethic and generate a fair and reasonable profit.
- Be very competitive in the market place, with conservative growth and risk.
- Follow up each project with a relationship of utmost integrity and be on a hand shake basis with all involved.

Contractor Qualification

- A. Company Name: Collier Construction LLC
 Address of Principle Office: P.O. Box 1889
 1601 Hwy 290 West
 Brenham, Texas 77833
 Phone Number: (979) 836-4477
 Fax Number: (979) 836-4940
- B. Contact Person with Title: Mike Collier, President
 Cell # 979-251-4642
- C. Location of office(s) from which Pre-Construction and management
 services are to be conducted: 1601 Hwy 290 West
 Brenham, Texas 77833
- D. Brief history of the company.
 Collier Construction is a full service construction firm founded in 1983 with
 offices located in Brenham and League City, Texas. For over 30 years we
 have been committed to outstanding quality, from project launch through
 every phase of construction and through the warranty period. We have com-
 pleted all construction jobs on time and within budget and hold ourselves to
 the highest standards of excellence. Although we have continued to grow, we
 still remain a family-owned, family-run business, and we pride ourselves on
 our quality of craftsmanship, attention to detail, and our loyal team. We
 leave no stone unturned in achieving complete client satisfaction.
- E. Company's values and philosophy with emphasis on industrial,
 repair, and fabrication facilities.
 The Collier Construction Teamwork Approach Standards, as shown on the
 first page of this proposal, are inherent and critical to the success of all
 projects taken on by the Team.

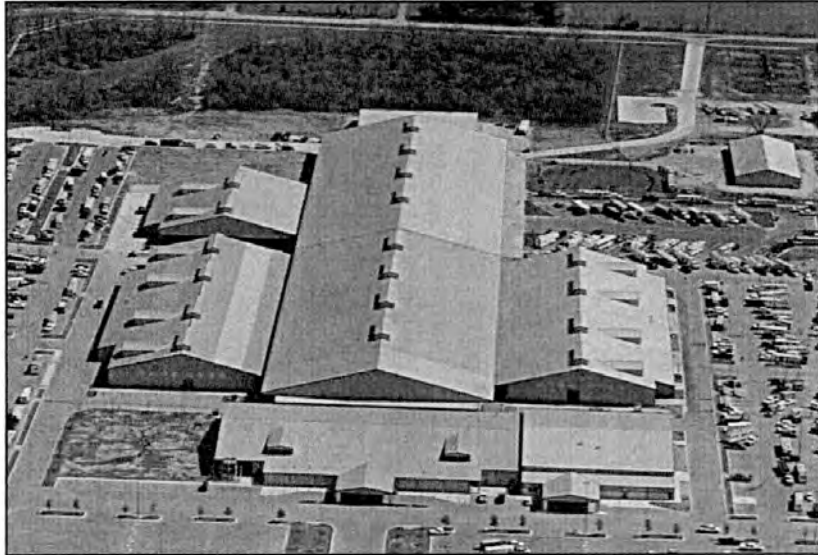


Project Experience

BRAZOS COUNTY EXPOSITION CENTER:

5827 LEONARD ROAD, BRYAN, TX 77807

Initial and Final Contract: \$8,234,400



OWNER'S INFORMATION:

County of Brazos

200 South Texas Avenue, #332

Bryan, TX 77803

OWNER'S CONTACT REFERENCE:

Tom Quarles

General Manager of Brazos County Expo
and Brazos Valley Fair and Expo

979-823-3976

ARCHITECT REFERENCE:

Jim Singleton

SZH Architects

979-779-5757



Project Experience

BLINN COLLEGE AGRICULTURAL FACILITY:

1409 OLD MILL CREEK ROAD, BRENHAM, TX 77833

Initial and Final Contract: \$2,200,000

OWNER'S INFORMATION:

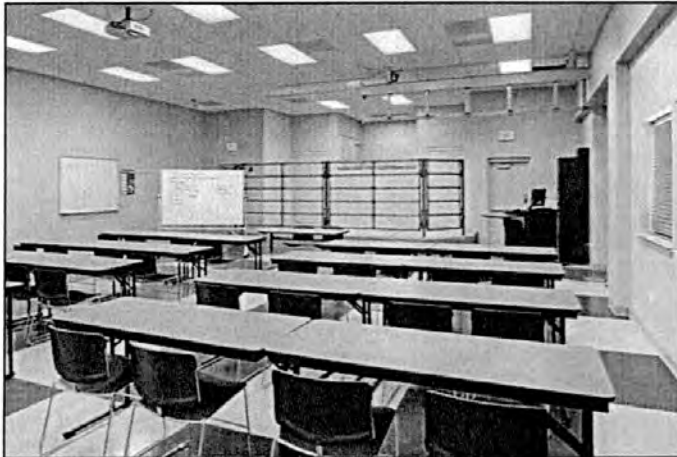
Blinn College
Brenham Campus
902 College Ave., Brenham, TX 77833

OWNER'S REFERENCE:

Richard O'Malley
Executive Director of Construction
979-830-4054

ARCHITECT REFERENCE:

Bob Ambrose & Jim Hepburn
Ambrose & House Architects
713-522-0815



Project Experience

WCTRACTOR:

BRENHAM, NAVASOTA AND BRYAN

*Initial and Final Contract: \$197,575, Brenham; \$1,999,604, Navasota;
\$3,027,161, Bryan*

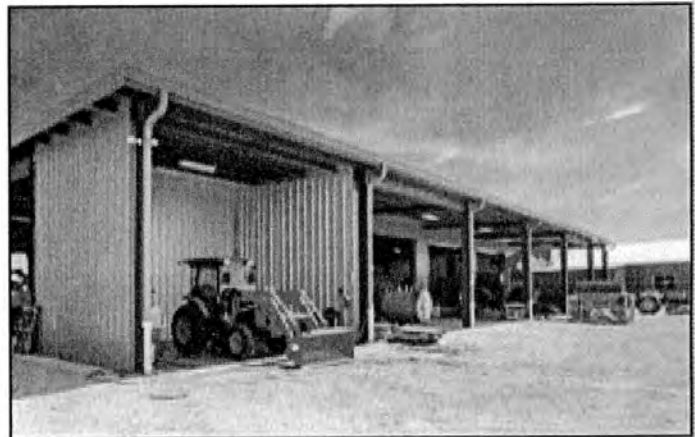
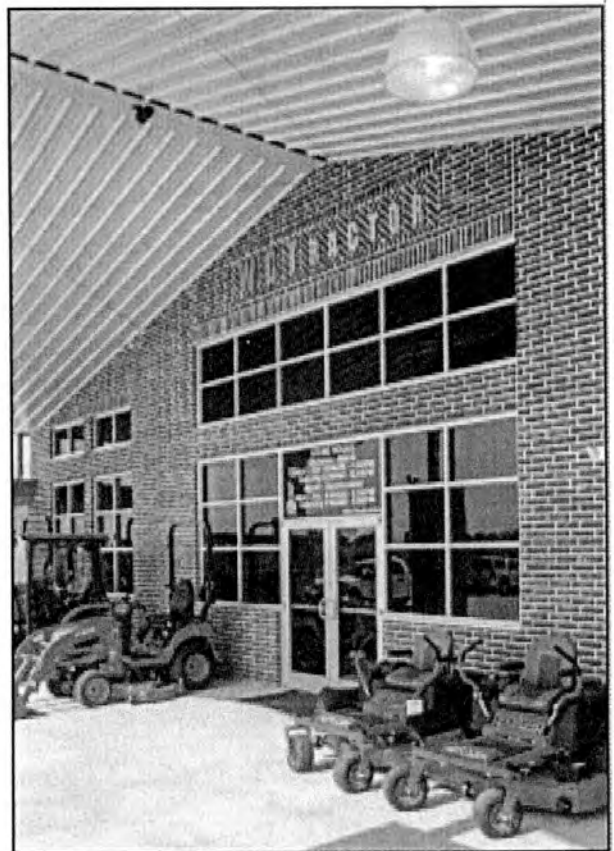


OWNER'S INFORMATION:

Mark Jensen
979-277-8362

ARCHITECT REFERENCE:

PlanNorth Architects
979-421-8003



Project Experience

MUSTANG CAT:

BRYAN AND EL CAMPO

Initial and Final Contract: \$1,675,000, Bryan; \$2,876,000, El Campo

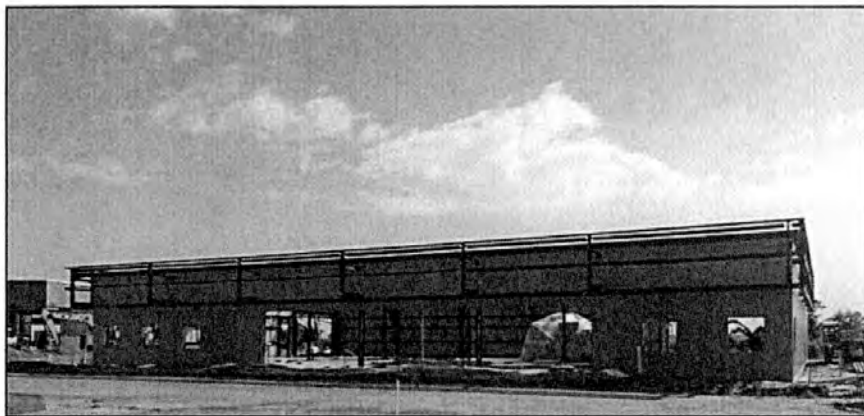


OWNER REFERENCE:

Earl Calkins
Construction Manager
713-452-7213

ARCHITECT REFERENCE:

David Baker
Wilson Architectural
Groups, Inc.
713-621-8714

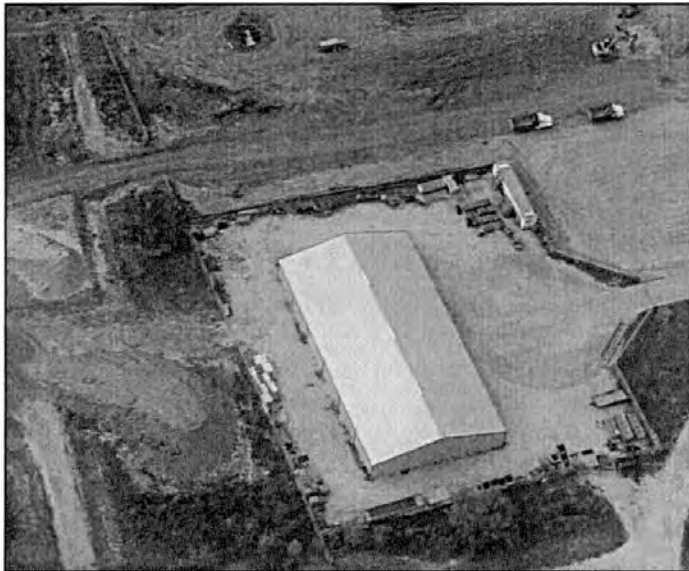


Similar Project Experience

BRAZOS COUNTY METAL BUILDING:

BRYAN, TX

Initial and Final Contract: \$163,400



OWNER'S INFORMATION:

County of Brazos

200 South Texas Avenue, #332

Bryan, TX 77803

OWNER'S CONTACT REFERENCE:

Tom Quarles

General Manager of Brazos County Expo
and Brazos Valley Fair and Expo

979-823-3976

ARCHITECT REFERENCE:

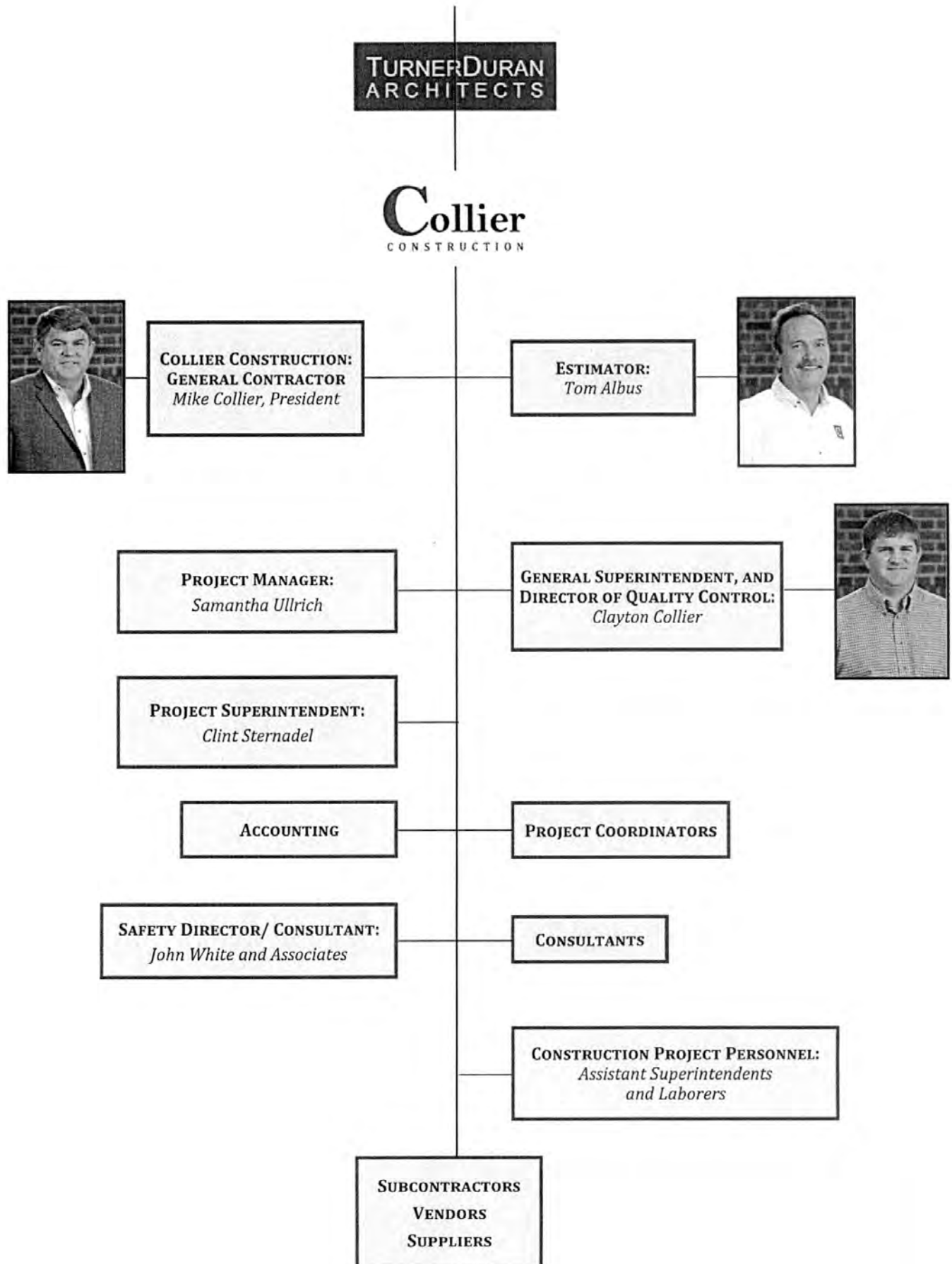
Jim Singleton

SZH Architects

979-779-5757



Personnel



MIKE COLLIER



Mike Collier founded Collier Construction in 1983. During a difficult economic time, Mike focused on creating a conservative growth pattern based on integrity and a body of reliable employees. Thirty-one years later, sixteen out of over seventy employees have worked exclusively for Collier for over twenty to twenty-five years. Approaching its second generation, Collier Construction remains on the forefront of new technology and developments in an evolving field, becoming one of the first firms of its size to employ innovative strategies with respect to site construction, safety, and green building. At the same time, Mike continues the original plan for conservative growth and virtually no employee turn-over. Mike will oversee progress during construction to verify schedule and make decisions to improve schedule on a monthly basis. He will also oversee any punch list, closeout and warranty items as necessary.

Education: Rice University, Houston Texas: Graduate 1978, BA Managerial Studies

Years with Collier Construction: 31+

RECENT PROJECTS:

See Lists of Projects. Additional Project Lists available upon request.

OWNER REFERENCES:

Ben Flencher , President, Citizens State Bank	979-820-5449
Jim Palmer , Burton ISD Superintendent (2011)	979-289-3131
Jon Forsythe , Brenham ISD	979-277-3700
Dr. Walter Pond , Former Superintendent, Rockdale ISD	512-446-3236
Dr. Ned Walton , Owner's Representative: Brenham ISD, Rockdale ISD, Snook ISD 4586	979-229-
Ken Wilder , Director of Facilities, Willis ISD	936-890-1419
Keith Smith , Superintendent of Madisonville ISD	936-348-2797
Lloyd Graham , Superintendent LaPorte ISD (Former Round- Top Carmine)	281-604-7000
David Yeager , Former Superintendent, Brenham ISD	979-830-2145

ARCHITECT REFERENCES:

William Krueger , P.E.	979-421-3740
Larry Lasiter , P.E., Goodwin-Lasiter	936-637-4900
Mike Rhodes , Rhodes Building Systems	979-596-1451
John Haskew , AIA	
Richard O'Malley , Blinn College Executive Director of Construction	979-830-4054
Tim Junek , Former Bellville ISD CFO	713-858-0077

TOM ALBUS

ESTIMATOR



Tom came to work for Collier Construction 28 years ago, and has worked his way up from Superintendent to Project Manager, Chief Estimator, and Vice President. Tom is a trusted integral Team player at Collier Construction. He remains involved in the project, reviewing the progress and project status of construction through the completion and warranty period. Tom is available to the Owner and Architect any point in the project and will visit the jobsite on a regular basis.

Positions Held:

Vice President, Project Manager

Chief Estimator, Scheduler, Senior Project Manager

Certifications:

CPR Certified

Years with Collier Construction:

30

Construction Experience:

30+ Years

RECENT PROJECTS:	CONTRACT AMOUNT
Grace Community Fellowship Church	\$612,000
Arcadia First Baptist Church	\$3,195,141
First Baptist Church Chappell Hill	\$3,000,000
Austin Colony Church of Christ	\$600,000
Snook ISD Additions and Renovations	\$9,539,567
Brenham ISD: Alton Elementary School	\$11,026,000
Brenham ISD: Brenham Elementary School	\$8,642,000
Brenham ISD: Brenham Middle School Additions and Renovations	\$10,122,000
Burton ISD, New Building Projects	\$4,235,000
Huntsville ISD Building Program	\$36,000,000
Blinn College Student Housing	\$9,926,000
Willis ISD: Brabham Middle School	\$14,900,000
Willis ISD 2000 Bond Program	\$28,000,000
Bellville ISD Bond Program	\$28,000,000
Rockdale ISD: New Intermediate School	\$10,041,467
Rockdale ISD: High School Additions and Renovations, Site Demolition, and New Career Technology Building	\$14,197,916
References:	

Mike Rhodes, Rhodes Building Systems	979-596-1451
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Jim Palmer, Burton ISD Superintendent	979-277-3700
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Dr. Ned Walton, Owner's Representative: Rockdale ISD, Brenham ISD, Snook ISD	979-229-4586
--	--------------

David Yeager, Former Superintendent, Brenham ISD	979-451-5462
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Tim Junek, Former CEO, Bellville ISD	713-858-0077
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Larry Lasiter, P.E., Goodwin-Lasiter	936-637-4900
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CLAYTON COLLIER



Our Director of Quality Control and Field Operations Manager, has worked for over a decade at Collier Construction. Clayton visits the project on a regular basis (weekly) and remains in control of job quality issues. Clayton also plays a major role in the schedule of every project, making sure that all projects are complete on time. Clayton is directly responsible for all civil and site work including field engineering and survey. His foremost responsibility is to make certain that all dimensions, elevations, and tie-ins are exact and in accordance with the plans and specifications. He will remain actively involved in all quality control issues and field operations throughout the project and the warranty.

Education: Texas A&M University
 Bach. of Science, Construction Management
 Minor, Business Administration

Positions Held: Director of Quality Control, Field Operations
 General Superintendent, Estimator, Scheduler

Certifications: OSHA 10-Hour Construction Safety Course
 Associate Constructor, American Institute of Constructors, CPR Certified

Years with Collier Construction: 12

RECENT PROJECTS:	CONTRACT AMOUNT
Woodland Oaks Church of Christ	\$4,800,000
Arcadia First Baptist Church	\$3,195,141
First Baptist Church Chappell Hill	\$3,000,000
Brenham ISD: Brenham Middle School Additions and Renovations	\$10,122,000
Brenham ISD: Alton Elementary School	\$11,260,000
Rockdale ISD Building Program	\$28,000,000
Klein ISD Early Childhood and Pre-K Center	\$8,142,100
Bryan ISD Kemp Elementary & Carver Early Childhood Center Additions & Renovations	\$17,290,680
Rockdale ISD 2007 Bond Projects	\$28,000,000
Bryan ISD Arthur Davilla Middle School	\$21,308,023
Blue Bell Creameries Building Program	\$32,000,000
Blinn College Building Program: New Student Housing Facility, Music Building, Ag Shop	\$15,831,002

REFERENCES:	
Larry Lasiter, P.E., Goodwin-Lasiter	832-315-7526
Justin Hyde, Redeemer Church	713-545-1091
Dr. Ned Walton, Owner's Representative	979-229-4586
Jon Forsythe, Brenham ISD	979-277-3700
Paul Prazak, Blue Bell Creameries	979-251-2280
Richard O'Malley, Executive Director Facility Planning and Construction, Blinn College	979-830-4054

SAMANTHA ULLRICH

PROJECT MANAGER



Samantha has been a valued, honest and hardworking member of the Collier Team for almost three years. As a member of our proposed Team for the Expo III, Samantha will serve as Project Manager. In this capacity she will work closely in daily contact with the superintendent, attend all meetings with the Owner, process RFI's, and review submittals and shop drawings for accuracy. She will also work out details onsite as needed and make job site reviews to insure a smooth flow of communication between all Team members.

Education: Sam Houston State University, Masters of Science
Texas A&M University, Bachelors of Science

Positions Held: Project Manager, Project Coordinator

Years with Collier Construction: 3 years

Recent Projects:	Contract Amount
Grace Community Fellowship Church	\$2,232,698
Fleet Maintenance Facility, Brazos County	\$1,179,000
Brazos County Repair of Expo Storm Sewer	\$67,150
Philips Veterinary Hospital Renovations	\$726,654
Hohlt Park Trail Reconstruction and Bleacher Pads, City of Brenham	\$162,433
Old Mill Creek , City of Brenham	\$46,044
Wood Ridge Subdivision	\$331,136
Burton Villas Subdivision	\$729,371
Pasadena ISD: Elementary #36 (Project Coordinator)	\$13,919,115
Mustang CAT El Campo Tractor Repair Building (Project Coordinator)	\$248,883
Mustang CAT El Campo New Building & Renovations (Project Coordinator)	\$3,711,187
References:	
Gary Arnold, Brazos County	979-436-2716
Pastor Mike Rod, Grace Community Fellowship Church	979-421-2331
Dane Rau, City of Brenham	979-337-7557

CLINT STERNADEL	
PROJECT SUPERINTENDENT	
<p>Clint came to Collier Construction in 2013 as a superintendent. He has played a key role in developing the reputation of Collier Construction. A true Leader, Clint commands respect of all the subcontractors and is best at getting the team to work together to achieve an end result. A meticulous craftsman himself, Clint's projects are of utmost quality and perfection. His experience ranges from Blue Bell projects to high-complexity High School projects, and he has a reputation with Owners for keeping an immaculately clean jobsite.</p>	

Positions Held: Superintendent

Certifications: OSHA 10-Hour Construction Safety Course
CPR Certified

Years With Collier: 3

Education: Texas A&M University '12

Recent Projects	Contract Amount
Pet Adoption Center, City of Brenham	\$2,716,902
Philips Veterinary Hospital Renovations	\$726,654
Hohlt Park Trail Reconstruction and Bleacher Pads, City of Brenham	\$162,433
Timber Oaks Subdivision, Brenham, TX	\$710,000
Blue Bell Creameries Paving, Brenham, TX	\$15,265,940
Alton Elementary School (Half of the Job), Brenham, TX	Approximately \$5,513,000
Brenham Middle School (Half of the Job), Brenham, TX	Approximately \$5,061,000
References	

Byron McAdams, Brenham ISD,	979-277-3700
Assist. Superintendent for Administrative Services	
John Haskew, Corgan Associates Architects	214-757-1883
Randy Fletcher, Blue Bell Creameries,	979-830-2137
Facility Engineering	

Bond and Insurance Information

Bond-

Collier Construction has had the same bond company agent for 28 years. Please see the following letter from Technical Assurance, and feel free to contact Ed Arens as a reference.

Bond Company:

Liberty Mutual

2423 Arbor Drive

Round Rock, Texas 78681

In Care of Bond Company Agent:

Edward Arens, Technical Assurance

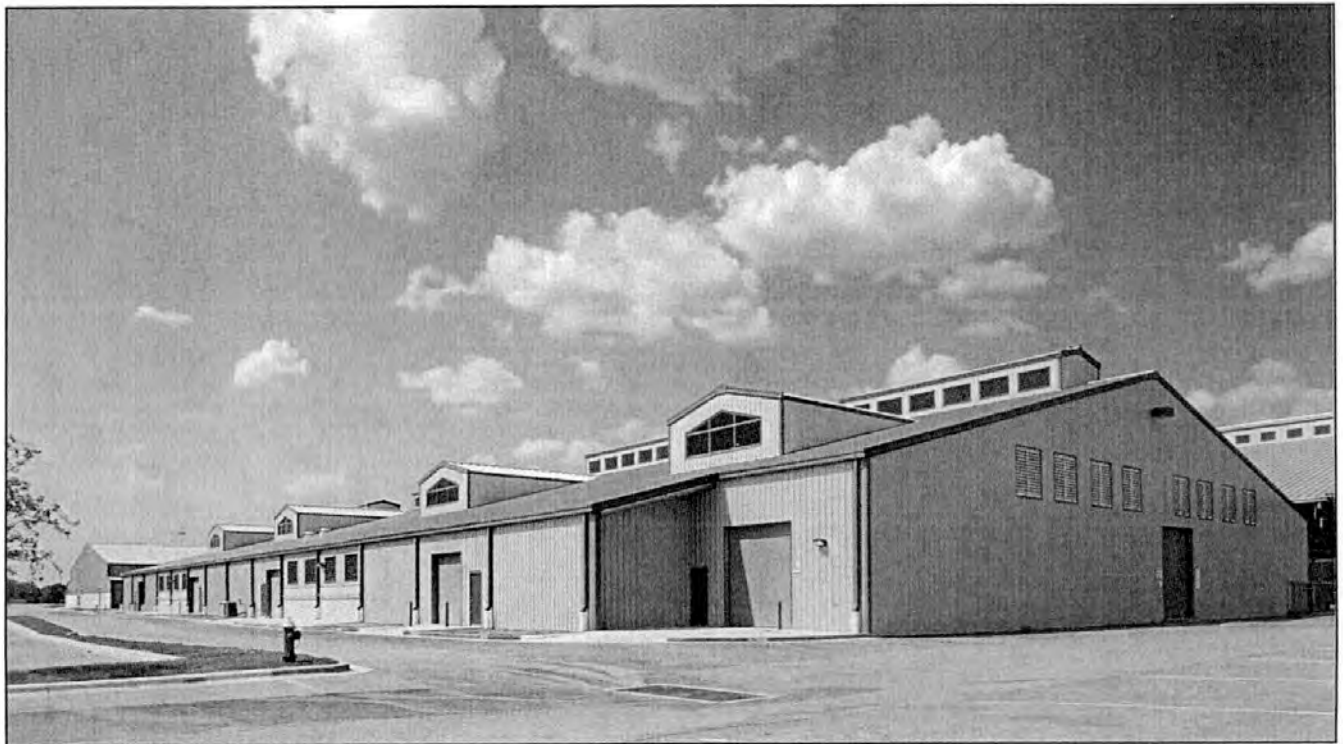
29811 Interstate 45 Suite #101

The Woodlands, Texas 77381

281-296-9998

Insurance Coverage-

Please see the following insurance certificate.



Brazos County Exposition Center in Bryan, Texas

Client#: 47486

COLLICON2

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)
12/20/2016

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

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

PRODUCER The Nitsche Group 143 East Austin Giddings, TX 78942-3299 979 542-3666		CONTACT NAME: Elaine Kieschnick PHONE (A/C, No, Ext): 979-540-2226 E-MAIL ADDRESS: elainek@thenitschegroup.com FAX (A/C, No):																						
INSURED Collier Construction, LLC P. O. Box 1889 Brenham, TX 77834		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>National Trust Insurance Compan</td> <td>20141</td> </tr> <tr> <td>INSURER B:</td> <td>FCCI Insurance Company</td> <td>10178</td> </tr> <tr> <td>INSURER C:</td> <td>The Hanover Insurance Company</td> <td>22292</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	National Trust Insurance Compan	20141	INSURER B:	FCCI Insurance Company	10178	INSURER C:	The Hanover Insurance Company	22292	INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																								
INSURER E:																								
INSURER F:																								

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

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:2,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		CPP0021627102	12/15/2016	12/15/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CA10000792101	12/15/2016	12/15/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000		UMB002249002	12/15/2016	12/15/2017	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC0000357201	12/15/2016	12/15/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Bldrs. Risk		IHD241046311	12/15/2016	12/15/2017	\$5,000.00 Deductible


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

Re: Project: Expo Expansion-Phase III

Owner: Brazos County, 200 South Texas Ave., Ste. 352, Bryan, TX 77803

As per policy provision, Certificate Holder is listed as additional insured in regard to the auto and general liability policies as provided by blanket additional insured endorsement when required by written contract. A blanket waiver of subrogation endorsement is provided to the Certificate Holder in regard to (See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

Brazos County 200 South Texas Avenue, Suite 352 Bryan, TX 77803	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

DESCRIPTIONS (Continued from Page 1)

As per policy provision the general liability policy contains an endorsement with Primary and Noncontributory wording.

General liability, auto and workers compensation policies include(s) a 30 Days Notice of Cancellation endorsement providing 30 days advance notice if policy is canceled by the company other than for nonpayment of premium, or direct cancellation by named insured as per policy provision.

Collier Safety Program

Collier Construction prides itself on the safety and well being of our most valued asset: our people. Please take a look at the letter outlining our program from our safety and health consultant, John White, which explains our current safety policy, and our current OSHA Record showing 0 accidents.

We are also including our Statement of Safety Policy as well as the Table of Contents from our current Safety Manual.

With such items in place, clients can rest assured that their General Contractor is actively working toward a safe environment for everyone involved.

Collier Construction's safety program is making a difference. Throughout the past 9 years, we have had 9 "surprise" OSHA inspections, and have not received a single citation.



Collier Safety Program: OSHA Records

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 20 15

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved 1/2004 rev. 12-18-1975

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.
Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."
Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(a)	(b)	(c)	(d)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(e)	(f)

Injury and Illness Types

Total number of ...	(g)	(h)	(i)
(1) Injuries	0	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 16 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Washington, DC 20503. Do not send this information to the office.

Establishment information

Your establishment name Collier Construction LLC
Street PO Box 1889
City Brenham State TX ZIP 77834-1889

Industry description (e.g., identification of major work orders)
General Contractor

Standard Industrial Classification (SIC), if known (e.g., 1711)

NAICS

North American Industrial Classification (NAICS), if known (e.g., 236112)

2 3 6 2 1 0

Employment information (If you don't have these figures, see the Worksheet on the back of this page for instructions.)

Annual average number of employees 55
Total hours worked by all employees last year 112,614.50

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

AP
Signature
Title 1316

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 20 14

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved 1/2004 rev. 12-18-1975

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.
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Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(a)	(b)	(c)	(d)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(e)	(f)

Injury and Illness Types

Total number of ...	(g)	(h)	(i)
(1) Injuries	0	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

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Establishment information

Your establishment name Collier Construction LLC
Street PO Box 1889
City Brenham State TX ZIP 77834-1889

Industry description (e.g., identification of major work orders)
General Contractor

Standard Industrial Classification (SIC), if known (e.g., 1711)

NAICS

North American Industrial Classification (NAICS), if known (e.g., 236112)

2 3 6 2 1 0

Employment information (If you don't have these figures, see the Worksheet on the back of this page for instructions.)

Annual average number of employees 55
Total hours worked by all employees last year 120,670

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

AP
Signature
Title 1316

Collier Safety Program: OSHA Records

OSHA's Form 300A (Rev. 01/2004) Summary of Work-Related Injuries and Illnesses

U.S. Department of Labor
Occupational Safety and Health Administration
Year 2012

At establishments covered by Part 1904, you must complete this Summary page even if no work-related injuries or illnesses occurred during the year. Refer to the Log to verify that the entries are complete and accurate before completing this summary. Using the Log, count the number of employees who were injured or ill for each category. Then enter the total for each category on every page of the Log. If you had no cases, enter "0". Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 300 or its duplicates. See 29 CFR Part 1904.25. In OSHA's accompanying rule, for further details on the access provisions for these forms.

Number of Cases		Number of Days		Injury and Illness Types	
Total number of deaths	(a)	Total number of days away from work	(b)	(1) Fatality	(i)
Total number of cases with days lost or restriction	(b)	Total number of days away from work	(c)	(2) Skin disorder	(ii)
Total number of cases with job transfer or restriction	(c)	Total number of days away from work	(d)	(3) Respiratory condition	(iii)
Total number of other recordable cases	(d)			(4) All other illnesses	(iv)

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

This page is subject to the provisions of 29 CFR 1904.25, which require that you make the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 300 or its duplicates. See 29 CFR Part 1904.25. In OSHA's accompanying rule, for further details on the access provisions for these forms.

OSHA's Form 300A (Rev. 01/2004) Summary of Work-Related Injuries and Illnesses

U.S. Department of Labor
Occupational Safety and Health Administration
Year 2012

At establishments covered by Part 1904, you must complete this Summary page even if no work-related injuries or illnesses occurred during the year. Refer to the Log to verify that the entries are complete and accurate before completing this summary. Using the Log, count the number of employees who were injured or ill for each category. Then enter the total for each category on every page of the Log. If you had no cases, enter "0". Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 300 or its duplicates. See 29 CFR Part 1904.25. In OSHA's accompanying rule, for further details on the access provisions for these forms.

Number of Cases		Number of Days		Injury and Illness Types	
Total number of deaths	(a)	Total number of days away from work	(b)	(1) Fatality	(i)
Total number of cases with days lost or restriction	(b)	Total number of days away from work	(c)	(2) Skin disorder	(ii)
Total number of cases with job transfer or restriction	(c)	Total number of days away from work	(d)	(3) Respiratory condition	(iii)
Total number of other recordable cases	(d)			(4) All other illnesses	(iv)

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

This page is subject to the provisions of 29 CFR 1904.25, which require that you make the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 300 or its duplicates. See 29 CFR Part 1904.25. In OSHA's accompanying rule, for further details on the access provisions for these forms.

Establishment information: Collier Construction, 80 Box 1889, Aztec, NM 87824-1889. Industry description: (U.S. Department of Labor, OSHA, 2004) 2500 Construction, 2500.00. Total hours worked by all employees last year: 117,406. Average number of employees: 57. North American Industry Classification (NAICS), if known: (U.S. Census Bureau, 2002) 236210. Standard Industrial Classification (SIC), if known: (U.S. Census Bureau, 1997) 2500. I certify that I have examined this document and that to the best of my knowledge the entries are true and correct.

Establishment information: Collier Construction, 80 Box 1889, Aztec, NM 87824-1889. Industry description: (U.S. Department of Labor, OSHA, 2004) 2500 Construction, 2500.00. Total hours worked by all employees last year: 117,406. Average number of employees: 57. North American Industry Classification (NAICS), if known: (U.S. Census Bureau, 2002) 236210. Standard Industrial Classification (SIC), if known: (U.S. Census Bureau, 1997) 2500. I certify that I have examined this document and that to the best of my knowledge the entries are true and correct.

Collier Safety Program: OSHA Records

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 20 11

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OSHA no. 3250-109

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
(a)	(b)	(c)	(d)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
<u>0</u>	<u>0</u>
(e)	(f)

Injury and Illness Types

Total number of ...	(1) Injuries	(2) Skin disorders	(3) Respiratory conditions	(4) Poisonings	(5) Hearing loss	(6) All other illnesses
<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
(a)	(b)	(c)	(d)	(e)	(f)	(g)

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Establishment Information

Your establishment name Collier Construction
Street 1601 Loop 290 W.
City BRENTHAM State TX ZIP 77833

Industry description (e.g., Manufacturer of metal machinery)

Standard Industrial Classification (SIC), if known (e.g., 3711)

OR

North American Industrial Classification (NAICS), if known (e.g., 336212)

236210

Employment information (If you don't have these figures, see the Worksheet on the back of this page to estimate.)

Annual average number of employees 52
Total hours worked by all employees last year 11749

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

B. Collier, Collier Const. Inc.
979 836 4477 1-20-2012

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 20 10

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OSHA no. 3250-109

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

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Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
(a)	(b)	(c)	(d)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
<u>0</u>	<u>0</u>
(e)	(f)

Injury and Illness Types

Total number of ...	(1) Injuries	(2) Skin disorders	(3) Respiratory conditions	(4) Poisonings	(5) Hearing loss	(6) All other illnesses
<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
(a)	(b)	(c)	(d)	(e)	(f)	(g)

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Establishment Information

Your establishment name Collier Construction Inc.
Street 1601 Loop 290 W.
City BRENTHAM State TX ZIP 77833

Industry description (e.g., Manufacturer of metal machinery)

Standard Industrial Classification (SIC), if known (e.g., 3711)

OR

North American Industrial Classification (NAICS), if known (e.g., 336212)

236210

Employment information (If you don't have these figures, see the Worksheet on the back of this page to estimate.)

Annual average number of employees 52
Total hours worked by all employees last year 116,870

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

B. Collier, Collier Const. Inc.
979 836 4477 1-25-11

Collier Safety Program

John E. White & Associates

832-201-8600 (fax)

jewwhite@shawus.com

713-248-4475 (cell)

Assist In Resolving Compliance Issues

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Federal, State & Local Reg.

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936-448-1539 (Houston Metro)

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COLLIER CONSTRUCTION

Safety Program Information

Subject: Safety Consulting Services for Collier Construction

I am the owner of John E. White & Associates. We are a safety consulting firm. Collier Construction has been one of our clients for over 5 years. We serve as the Safety Coordinator and Safety Officer for Collier Construction.

We reviewed, updated, and developed their written safety and health programs and placed these programs in a safety and health manual. This manual is routinely reviewed and kept up-to-date. We assist Collier Construction with the program implementation and continuously monitor for program effectiveness. A copy of the Statement of Safety Policy is included along with the Table of Contents for our Safety Manual. Collier Construction has a very low accident / injury rate.

The company safety and health manual along with MSDS (Material Safety Data Sheets) information is readily available at each jobsite. We require that each subcontractor to Collier Construction provide a copy of their safety and health programs with their MSDS information. The above information is placed in a designated area of the construction trailer. This allows all subcontractors and their employee's ready access not only to information on the hazards of materials they use, but also hazard information on the materials used by other subcontractors working in their area.

One key factor in providing a safe workplace is a clean work environment. All subcontractors are required to clean their work areas daily and at other times as may be needed. Collier Construction also provides routine area clean up.

Each Collier Construction superintendent's primary task is the "SAFE" completion of each task in a timely and efficient manner. Each superintendent will frequently each day walk-through the construction site. In addition to basic management and construction issues, he will visually inspect each activity for safe work procedures. When problems are identified, immediate corrective action is initiated. As may be needed, personal protective equipment (PPE) is required to be worn. Fall protection issues are a primary concern.

John E. White & Associates provides monthly jobsite safety inspections. During these inspections, safety issues or concerns are identified. We then require the subcontractors to respond back to Collier Construction indicating the actions taken to correct the problem and prevent a recurrence.

In addition, to the inspections we also provide a monthly safety meeting to the Collier Construction employees on each jobsite. These safety meetings cover all aspects of safety on the jobsite, and include topics from scaffolding and fall protection, to safety with hand tools. CPR and first aid training has also been provided to all jobsite superintendents.

If you have any questions or desire additional information, please feel free to contact our office.



Collier Safety Program

Collier Construction

STATEMENT OF SAFETY POLICY

Effective Date: February 2001

The safety and health of each employee is the highest priority of Collier Construction. No job is so important that we can not take the time to perform the work safely. The concept that all accidents are preventable must be an integral part of each activity in the work place – from initial planning to final execution. To the greatest degree possible, management will provide all mechanical and physical facilities required for personal safety and health in keeping with the highest standards.

Safety and health in our business must be a part of every operation. Without question it is every employee's responsibility at all levels. It is the intent of this company to comply with all laws. To do this we must constantly be aware of conditions in all work areas that can produce injuries. No employee is required to work at a job he or she knows is not safe or healthful. Your cooperation in detecting hazards and, in turn, controlling them is a condition of your employment. Inform your supervisor immediately of any situation beyond your ability or authority to correct. If the situation is not corrected to your complete satisfaction, please call me at 979-836-4477. The situation will be evaluated and appropriate corrective action will be taken.

We will maintain a safety and health program conforming to the best management practices of organizations of this type. To be successful, such a program must embody the proper attitudes toward injury and illness prevention not only on the part of supervisors and employees, but also between each employee and his or her co-workers. Only through such a cooperative effort can a safety program in the best interest of all be established and preserved.

I am committed to allocating and providing all the resources needed to promote and effectively implement the safety policies and procedures provided in this Safety and Health Manual. Our goal simply stated is "Zero Employee Injuries". Each employee needs to personally commit to continuously working safely and to the prompt reporting of identified concerns so that these concerns can be effectively addressed. Accidents are caused; they don't just happen. Only by working together can we truly reduce and hopefully eliminate accidents, injuries, and employee suffering.

Our objective is a safety and health program that will reduce the number of injuries and illnesses to an absolute minimum, not merely in keeping with, but surpassing, the best experience of operations similar to ours. Our goal is zero accidents and injuries. Only by working together can this be accomplished. Please join us in our commitment to safety. Your support of our goal will help Collier Construction obtain a reputation of having the highest safety standards in the industry while providing the safest working environment for our employees.

Mike Collier, President
Collier Construction

Quality Control Plan

QUALITY CONTROL PLAN

All members of the team participate in the quality control effort.

Provide coordination and management of subcontractors.

Review subcontractor personnel for experience, track record, and team concept.

Project managers

Superintendents

Foremen

Implement "TEAMWORK" program with the subcontractors.

Establish chain of command and communication protocol.

Sub→Contractor→Architect→Owner

Establish quality requirements and standards.

Review sequence and schedule.

Identify accounting requirements.

Review insurance requirements.

Review safety and security policies.

Sequence subs schedule in an orderly fashion to avoid conflict with other trades.

Emphasize teamwork and smoothness of operation.

Listen to all subcontractors input and concerns.

Subcontract with the best possible vendors and subcontractors.

Area considerations: local preference, if desired by the Owner and Architect.

Consider maintenance/warranty record of subcontractors.

Track records.

Financial capability.

Personnel proposed.

Provide (as much as possible) self performance.

Best possible time control method.

Minimizes waiting time, particularly of our area subcontractors.

Quality issue under total control.

Provide 3 supervisory personnel involved in project (General Superintendent, Project Manager, Superintendent.)

A representative on site at all times.

Can cover entire project better at peak times.

Supervisor still in field during meetings, vacations, and sick days.

Establish a reasonable schedule.

Review schedule weekly with project superintendent.

Determine corrective action if necessary to reach goals.

Review schedule with each subcontractor weekly

Review schedule at monthly project meeting

Identify RFI's and impact upon schedule

Weather factors

Review submittal process and impact on schedule

Quality Control Plan

Establish fair and reasonable procedures to carry out the work.

- Establish jobsite organization including work and storage areas.

- Maintain a daily log for jobsite record.

- Provide general conditions to meet project requirements.

- Prepare and issue project modifications and contracts.

- Monitor construction cost and projections.

- Prepare and maintain cash flow projection for owner if requested.

- Monitor and maintain quality control.

- Provide and monitor overall progress daily.

- Provide shop drawings and submittal control.

- Equipment and material control.

- Prepare billings and progress payments.

- Pay all subcontractors on time.

- Prepare agendas and conduct weekly safety and progress meetings.

Implement special considerations and manage properly.

- Facilitate testing laboratory services - soils, concrete steel, mechanical, etc.

- Consider owner maintenance requirements – current & future.

- Take into account surrounding neighborhood, social situation and environmental impact.

- Legal requirements.

- Existing structures and facilities.

- Natural condition of ground and peripherals.

- Long lead time – special fab items and schedule impact will be prioritized.

- Ensure quality management program of subcontractors

 - Approve only shop drawings that comply with plans and specifications.

 - Submit for A/E review only after approval by G.C.

 - Implement policies or requirements on equal opportunity.

Project Post Construction Services

- Provide operating and maintenance manuals.

- Secure and assemble warranties or guarantees.

- Provide check out of equipment

- Instruct operating personnel in equipment operating and maintenance procedures.

- Assist in start up of equipment.

- Conduct final walk through and responsive punch out.

- Implement close out procedures.

 - Final releases

 - Consent of surety

 - Final payments

 - Final lien waivers

- Allowance summaries.

- Assist enforcement of warranties or guarantees.

Build the reputation of Collier Construction and start a positive working relationship with Brazos County.

References

Richard O'Malley,

Blinn College
Executive Director Facility Planning
& Construction
979-830-4054

Jon Forsythe

Brenham ISD
979-277-3700

Keith Smith

Madisonville ISD
Superintendent
936-348-2797

Jim Palmer

Burton ISD
Former Superintendent
979-289-3131

Tom Quarles,

Brazos County Exposition Complex
Director
979-821-1404



Blinn College New Student Housing



Brenham Elementary School, Brenham ISD



Brazos County Exposition Center

References

Sam White, AIA

832-797-5759

William Krueger, P.E.

Jones and Carter

979-836-6631

Dr. Ned Walton

Walton and Associates

979-229-4586

Dale Rabe, AIA

Rabe+Partners Architects

512-349-7173

Thomas Gessner, P.E.

Gessner Engineering

979-680-8840

John Haskew, AIA

713-826-6623



Oakley Elementary School, New Caney ISD



Blinn College Music Facility



Davilla Middle School, Bryan ISD



BRAZOS COUNTY
EXPO

February 24, 2012

To Whom It May Concern:

This letter serves as an official letter of recommendation for Collier Construction, Inc. of Brenham, Texas. The company recently completed an \$11 million Phase II expansion project for the Brazos County Exposition Complex in the spring of 2011.

In serving in a dual role as Director of the Exposition Complex and co-project manager for Brazos County, I worked extensively with, and had significant interaction throughout the entire project with all levels of the company's management team. My evaluation of Collier Construction from the time that we interviewed them as a finalist during the bidding process, through actual construction and now to the end of the one year warranty period following substantial completion of the project is excellent.

Collier Construction management is honest, down to earth and always places a premium on over all quality and customer service. They are simply good people. Their communication throughout the project was very good and the construction superintendent, project manager and even the owner was always accessible.

I have had experience with other construction projects including one much larger and I would say without hesitation that this was the best experience that I have ever had with a contractor. I would not hesitate to recommend them to anyone.

I would be more than happy to answer any questions or visit in more detail regarding our experience with Collier Construction. I can be contacted at 979/823-3976.

Sincerely,

Thomas A. Quarles
Director of Special Event Facilities
Brazos County
5827 Leonard Road
Bryan, Texas 77807
www.brazoscountyexpo.com

BrazosCountyExpo.com

Phone: (979) 823-3976

Fax: (979) 823-1912

5827 Leonard Road
Bryan, TX 77807



Burton
Independent School District

PO Box 37
BURTON, TEXAS 77835
PHONE (979)-289-3131
FAX (979)-289-3076

October 21, 2011

Howdy,

Over the past three years, Burton ISD completed a \$7 million facility improvement project in two phases. The first phase was \$4.2 million that included a new Elementary, Ag and Bus Barn. Additional projects included construction of two concrete roads adjacent to the property and renovation of an old Ag building into a district library. The second phase of \$1.9 million included a new JH and Administration building. Both were completed before deadline and under budget.

I attribute much of the success to the active participation of the Construction Company for both projects, Collier Construction of Brenham, Texas. Mike Collier provided Site Superintendents and Project Managers that met the expectations of the School Board. The sub-contractors were all local businesses. The craftsmanship and products used on the project were of top quality.

When opportunities arose for cost savings, we were informed through the Architect and given the option of making changes to take advantage. The cost savings were passed along to the district. When conflicts arose, we were notified immediately. All matters were resolved with mutual agreement. When opportunities arose to provide added value, such as additional parking spots or extending sidewalks, we were given the option of adding these to the project, or not.

Collier Construction worked with the architect and maintained a professional and pleasant relationship through both projects. Collier Construction cooperated with school officials to keep interference with school at a minimum. Examples include during TAKS tests they kept noise to a minimum and used holidays to work on projects that would require heavy equipment. They monitored the sub-contractors work and workers. They put up fencing and their workers did not come into the school buildings unless necessary. When they did, they went to the office and signed in and out.

The community was pleased at the cost savings that were applied when available. Attention to security, safety, parking, utilization of space and other factors were noted. Many of their workers frequented our grocery store and other establishments. Collier Construction bought ads in our yearbook and purchased animals at the County Fair. That was extraordinary.

I would recommend Collier Construction to any school or organization that wants their needs to be heard, their wants to be prioritized and a quality building. Through three years the Board changed members. Collier Construction was able to please all the past and present members by demonstrating efficient use of our funds in building quality facilities.

Sincerely,

James M. Palmer

Burton ISD Superintendent

Mike Collier

From: Rachel Henderson [rhenderson@bryanisd.org]
Sent: Thursday, March 20, 2008 11:35 AM
To: Mike Collier
Subject: Re: Transition

Mike,

I wanted to let you know what an incredible team you have. Clay, Todd, and Jimmy have provided, by far, the most thorough, enjoyable, and well-communicated projects this district has been a part of. I can truly say that Collier is the "Owner's representative." Please let me know if you ever need a reference letter, I would be more than happy to oblige.

Rachel Henderson, Director of Construction
Bryan Independent School District
(979)209-1049
(979)209-1064 fax
Email: rhenderson@bryanisd.org



2. If a proposal is submitted by an individual, his name must be signed by him or his duly authorized agent. If the proposal is submitted by a firm, association, or partnership, the name and address of each member must be given, and the proposal must be signed by an official or duly authorized agent.
3. **The Contractor must submit an original and five (5) copies of the proposal to Brazos County.**
4. The complete proposal should include the following:
 - a. Completed and signed RFP.
 - b. Contractor's Qualification Statement (AIA Document A-305 or equal)
 - c. Bid bond, certified check or cashier's check for 5% of the total bid amount
5. By signing the certification below, the vendor verifies that all plans and specifications have been reviewed and are considered in the pricing attached.

R. LIST OF SUB-CONTRACTORS:

1. Electrical BCA
2. Plumbing Collier Construction, LLC
3. Mechanical Air Tech
4. Metal Building Supplier Alliance
5. Steel Erector Collier Construction, LLC
6. Site Work collier construction, LLC
7. Audio/Visual (must be prime subcontractor and shall not be a subcontractor to any other contractor or subcontractor and may require prior approval by the County) Ford or Ace
8. Concrete collier construction, LLC

S. Pricing

The base proposal price below should include \$150,000 for contingency allowance to be used only as directed by Brazos County.

1. Pricing for all materials and work included in the base proposal: \$ See page 17

S. Pricing

The base proposal price below should include \$150,000 for contingency allowance to be used only as directed by Brazos County.

1. Pricing for all materials and work included in the base proposal: \$ 4,427,000
 - a. Pricing in word format: four million four hundred twenty seven thousand
2. Time to substantially complete (99%) base proposal work: 235 days
 - a. Number of days in word format: two hundred thirty five
3. From award by Commissioners' Court and receipt of the purchase order, respondent can begin work in 1 days
 - a. Number of days in word format: one days
4. Pricing for all materials and work included in Alternate #1A: \$ 254,000
 - a. Pricing in word format: two hundred fifty four thousand
 - b. Additional time required for Alternate #1A: 0
5. Pricing for all materials and work included in Alternate #1B: \$ 221,000
 - a. Pricing in word format: two hundred twenty one thousand
 - b. Additional time required for Alternate #1B: 0
6. Provide unit prices for drilled piers per linear foot for depths in excess of that shown on plans:
 - a. Pricing in word format: one hundred eighty
 - b. Additional time required: 0
7. Provide unit prices for addition per linear foot of drilled pier casings if required:
 - a. Pricing in word format: five thousand mobilization plus one hundred per L
 - b. Additional time required: 0

T. Proposal Evaluation Waiver

By submitting a proposal or response, each Proposer/offeror indicated below agrees to waive any claim it has or may have against Brazos County (the Owner), Architect, Engineers, Consultants and their respective Commissioners, directors, employees, or agents arising out of or in connection with (1) the administration, evaluation, or recommendation of any proposal or response (2) any requirement under the Request for Qualification or related documents; (3) the rejection of any proposal or response or any part of any proposal or response; and/or (4) the award of a Contract, if any.

The Proposer further agrees the Owner reserves the right to waive any requirements under the proposal documents or the Contract Documents, with regards to acceptance or rejection of any proposals, and recommendation or award of the contract.

Note: The Statement of Affirmation Must be Notarized.

STATEMENT OF AFFIRMATION

"The undersigned affirms that he/she is duly authorized to execute this waiver by the person(s) or business entity making the proposal.

Firm's Name: Collier Construction, LLC

Address: 11001 Hwy 290 W, PO Box 1889, Brenham, TX 77833

Proposer's Name: Mike Collier

Position/Title: President

Proposer's Signature: _____

Date: 12/20/16

Subscribed and sworn to me on this 20th day of December in the year 2016

Samantha Ullrich

Notary Public

My Commission expires 05/27/18



U. ADDENDA

The undersigned acknowledges receipt of the following addenda issued during the time of Bidding and includes the several changes therein in this Proposal.

No. 1 No. 2 No. _____
Date 12/16/16 Date 12/15/16 Date _____

V. CERTIFICATION OF PROPOSAL

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other Contractor, and that the contents of this bid have not been communicated to any other Contractor prior to the official opening.

Signed By: Mike Collier Title: President

Typed Name: Mike Collier

Company Name: Collier Construction LLC Phone No. 979-836-4477

Mailing Address: PO BOX 1889 Brenham TX 77834
P. O. Box or Street City State Zip

Employer Identification Number: 76-0264717

TEXAS CORPORATE SEAL IF SUBMITTED BY A CORPORATION
END OF RFP NO. 17-253

By signing below, Brazos County agrees that this RFP 17-253 will be awarded to the vendor whose name appears above and both parties agree to the terms and conditions contained herein.

By: Brazos County Commissioner's Court Deane R. [Signature]

Date 1/17/17

Attest: Brazos County Clerk Karen McQueen

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Collier Construction, LLC

P. O. Box 1889, Brenham, TX 77834-1889

as Principal, hereinafter called the Principal, and Liberty Mutual Insurance Company

13201 Northwest Freeway, Suite 810, Houston, TX 77040-6080

a corporation duly organized under the laws of the State of Massachusetts

as Surety, hereinafter called the Surety, are held and firmly bound unto Brazos County

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Expo Expansion - Phase III, Request for Proposals #17-253

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 20th day of December, 2016

Amantha Ullrich
(Witness)

Collier Construction, LLC
(Principal)
By: [Signature] President
(Seal) (Title)

[Signature]
Rebecca Garza
(Witness)

Liberty Mutual Insurance Company
(Surety)
By: [Signature] Michele M. Bonnin
(Seal) (Title)
Attorney-in-Fact

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

553342

Certificate No. _____

American Fire and Casualty Company
The Ohio Casualty Insurance Company
West American Insurance Company

Liberty Mutual Insurance Company
Peerless Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, **EDWARD D. ARENS; MICHELE M. BONNIN; PHILIP W. BAKER**

all of the city of THE WOODLANDS, state of TX, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 23rd day of August, 2012.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
Peerless Insurance Company
West American Insurance Company

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON
COUNTY OF KING

SS

On this 23rd day of August, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, Peerless Insurance Company and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company, which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorney-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of December, 2016.



By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call



TEXAS IMPORTANT NOTICE

To obtain information or make a complaint:

You may call toll-free for information or to make a complaint at
1-877-751-2640

You may also write to:

Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA 19462-1644

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at
1-800-252-3439

You may write the Texas Department of Insurance
Consumer Protection (111-1A)
P. O. Box 149091
Austin, TX 78714-9091
FAX: (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should first contact the agent or call 1-800-843-6446. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

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

TEXAS AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis para informacion o para someter una queja al
1-877-751-2640

Usted tambien puede escribir a:

Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA 19462-1644

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al
1-800-252-3439

Puede escribir al Departamento de Seguros de Texas Consumer Protection (111-1A)
P. O. Box 149091
Austin, TX 78714-9091
FAX # (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

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

UNA ESTE AVISO A SU POLIZA:

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



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Purchasing

NUMBER:

DATE OF COURT MEETING: 1/17/2017

ITEM: Approval of amendment to the contract with Mitchell and Morgan for the Revisions to County Subdivision and Development Regulations.

TO: Commissioners Court

FROM: Leslie Contreras

DATE: 01/12/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

[Contract Approved.pdf](#)

[Change Order # 1.pdf](#)

Description

Original Contract

Amendment

Type

Backup Material

Backup Material



R. Alan Munger, PE, CFM
Brazos County Road & Bridge
2617 W. HWY 21
Bryan, Texas 77803

September 21, 2016

Re: Change Order #1 to Assist in the Development of Minimum Pavement Design Criteria for the Update to the Brazos County Subdivision and Development Regulations

Dear Alan,

We have contracted with CME Testing and Engineering, Inc. to assist in the development of minimum pavement design criteria for the update to the Brazos County Subdivision and Development Regulations. CME will provide the following tasks for a lump sum not to exceed \$16,335.00.

TASK I – DEVELOPMENT OF MINIMUM PAVEMENT SECTIONS FOR BCEDGs

Based on the conversations of the previously referenced meeting, CME understands that minimum pavement sections will have to be furnished for five (5) different types of roadways outlined in the BCEDGs which include: (1) rural-privately maintained roadways; (2) urban-publicly maintained, residential roadways; (3) rural-publicly maintained, residential roadways; (4) urban-publicly maintained, minor collector roadways; and (5) rural-publicly maintained, minor collector roadways. Mr. Alan Munger, P.E., County Engineer with the BCR&BD, has also requested that the minimum pavement sections be developed using the 1993 American Association of State Highway and Transportation Officials (AASHTO) design procedure for both flexible and rigid pavement systems.

The final minimum design pavement sections will depend predominately on three (3) variable which include: (1) variations in average daily traffic (ADT) based on roadway type; (2) variations in the percentage of truck traffic that contributes to the ADT for each roadway type; and (3) variations in the design period for each type of pavement system. CME anticipates that assumptions regarding these three (3) variables will be established by the BCR&BD and M&M prior to CME development of final minimum pavement sections for each roadway type.

The minimum pavement sections developed for each roadway type will also vary based on the type of underlying subgrade soil present beneath the pavement section and the corresponding strength of stiffness of the subgrade soil. For the purposes of this study, CME proposes to develop minimum pavement sections for each roadway type based on three (3) different types of underlying subgrade soils, i.e. high plasticity clays or CH type soils; low plasticity clays or CL type soils; and clayey sands or SC type soils. The three (3) type of soils were selected because they cover approximately 90 percent of the Brazos County area according to the Texas Department of Transportation FPS 21 soil database.

With the exception of one (1) roadway type, i.e. rural-privately maintained roadways, the pavement materials addressed will be as follows: (1) flexible pavements consisting of a surface course of hot-mix asphalt concrete, a base course of crushed limestone, and a subgrade that is chemically stabilized, and (2) rigid pavements consisting of a surface course of Portland cement concrete (PCC) and a chemically stabilized subgrade. On the other hand, the minimum pavement sections developed for the rural-privately maintained roadway will consist of only a base course of crushed limestone founded on a chemically stabilized subgrade layer.

The final product of the Task I work effort will be present in tabular form along with notes which outline the various assumptions made during the development of each minimum pavement section. In addition, total design structural number for each flexible pavement section will be provided.

TASK II – DEVELOPMENT OF MINIMUM DESIGN REQUIREMENTS FOR MAJOR AND MINOR COLLECTORS

CME will also assist in developing minimum investigation and design requirements for major collectors and arterials which will not have minimum pavement sections outlined in the BCEDGs. This work effort will consist of developing an outline of minimum subsurface investigation requirements such as recommended boring spacings, depth of exploration, and typical laboratory tests. In addition, the work effort will present recommended design parameters which should be incorporated in the 1993 AASHTO design procedure for either flexible or rigid pavement sections. Finally, recommended ranges for structural layer coefficients will also be presented.

The final product of the Task II work effort will be presented in .docx format so that it can easily be inserted into any existing templates for the BCEDGs.

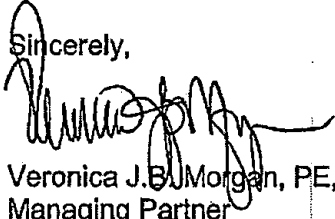
MEETINGS AND COMMUNICATIONS

CME anticipates that several meetings and telephone conversations will be required to discuss the work efforts performed by CME. As a result, CME has assumed that four (4) 2-hour meetings will be required to discuss CME's work efforts. Therefore 8 hours of senior engineer and project engineer time have been included in this proposal. Any additional meetings will be invoiced on an hourly basis in accordance with CME's standard fee schedule as follows:

Senior Engineer	\$115/hr
Project Engineer	\$85/hr
Staff Engineer	\$65/hr
Technical Drafting	\$60/hr
Production Graphics	\$55/hr
Field Geotechnologist	\$42/hr

Invoices will be submitted monthly based on work completed during that month. We do require a written Notice to Proceed in order to begin work. We look forward to working with you on this project.

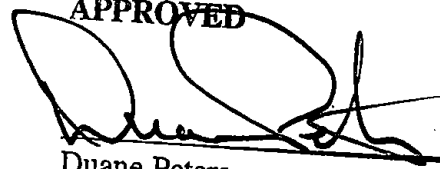
Sincerely,



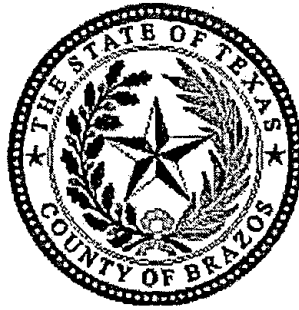
Veronica J.B. Morgan, PE, CFM
Managing Partner

Cc: File
Attachment

APPROVED


Duane Peters
County Judge

1/12/17
Date



BRAZOS COUNTY
BRYAN, TEXAS

Print

DEPARTMENT: Purchasing

DATE OF COURT MEETING: 2/18/2014

ITEM: Approval of contract with Mitchell and Morgan for review and recommendation of modifications to the County subdivision regulations.

TO: Commissioners Court

FROM: Charles Wendt

DATE:

FISCAL IMPACT: No

SOURCE OF FUNDS:

NOTES/EXCEPTIONS:

ACTION REQUESTED OR
ALTERNATIVES:

ATTACHMENTS:

Name:	Description:	Type:
<input type="checkbox"/> <u>Standard Engineer Contract-</u>	Contract	Backup Material
<input type="checkbox"/> <u>M M Sub. Reg..pdf</u>		
<input type="checkbox"/> <u>M M Contract.pdf</u>	Exhibit A	Backup Material

AGREEMENT BETWEEN COUNTY AND ENGINEER

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.

THIS AGREEMENT is made on the 18 day of February, 2014,

Between the **COUNTY:**

BRAZOS COUNTY, TEXAS
c/o Brazos County Commissioners' Court
Attention: County Judge
200 South Texas Ave., Ste. 332
Bryan, Texas 77803

and the **ENGINEER:**

Mitchell & Morgan
511 University Dr. East, Ste. 204
College Station, TX 77840

for the following **PROJECT:** Professional Engineering and Surveying Services for
review and recommend modifications to the County subdivision
regulations

The COUNTY and ENGINEER agree as set forth below.

ARTICLE I ENGINEER'S RESPONSIBILITY

1.1 ENGINEER'S SERVICE

1.1.1 The ENGINEER'S services consist of those services performed by the ENGINEER, ENGINEER'S employees and the ENGINEER'S consultants as enumerated in Articles 2 and 3 of this Agreement.

1.1.2 The ENGINEER'S services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. The ENGINEER shall submit for the COUNTY'S approval a schedule for the performance of the ENGINEER'S services which may be adjusted as the Project proceeds and shall include allowances for periods of time

required for the COUNTY'S review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the COUNTY shall not, except for reasonable cause, be exceeded by the ENGINEER or the COUNTY.

ARTICLE II

SCOPE OF ENGINEER'S BASIC SERVICES

2.1 DEFINITION

2.1.1 The ENGINEER'S Basic Services consist of those described in attached Exhibit "A" and incorporated by reference hereto – SCOPE OF BASIC SERVICES TO BE PROVIDED BY Mitchell & Morgan, TO BRAZOS COUNTY.

ARTICLE III

ADDITIONAL SERVICES

3.1 GENERAL

3.1.1 The services described in attached Exhibit "A" as Additional Services are not included in the Basic Services. It is expressly understood and agreed that ENGINEER shall not furnish any of the additional services without the prior written authorization of the COUNTY or the COUNTY'S designee. The COUNTY shall have no obligation to pay for such additional services, which have been performed without the prior written authorization of the COUNTY as herein above provided.

3.1.2 Services which could possibly be required, but at the time of this Agreement were yet to be determined and which are not included in the Basic Services or Additional Services as identified and described in EXHIBIT "A", shall be considered Contingent Additional Services. A list of possible Contingent Additional Services that could be needed as the Project proceeds is included at the end of Exhibit "A."

3.1.3 It is expressly understood and agreed that the ENGINEER shall not furnish any of the Contingent Additional Services without the prior written authorization of the COUNTY or the COUNTY'S designee. The COUNTY shall have no obligation to pay for such Contingent Additional Services, which have been performed without the prior written authorization of the COUNTY as herein above provided.

ARTICLE IV

COUNTY'S RESPONSIBILITY

4.1 The COUNTY shall provide full information regarding requirements for the Project, including a program, which shall set forth the COUNTY's objective, schedules, constraints and criteria.

4.2 The COUNTY shall establish and update an overall budget for the Project, including the Construction Cost, the COUNTY'S other costs and reasonable contingencies related to all of these costs.

4.3 The COUNTY shall designate a representative authorized to act on the COUNTY'S behalf with respect to the Project. The COUNTY, or such authorized representative, shall render decisions in a timely manner pertaining to documents submitted by the ENGINEER in order to avoid unreasonable delay in the orderly and sequential progress of the ENGINEER'S service.

4.4 The COUNTY shall give prompt written notice to the ENGINEER if the COUNTY becomes aware of any fault or defect in the Project or non-conformance with the contract documents. Any delay by the COUNTY in providing said notice shall not constitute a waiver, a bar or act to estop the COUNTY from exercising any of its rights under this contract.

4.5 Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as the COUNTY deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the ENGINEER.

4.6 The proposed language of certificates or certifications requested of the ENGINEER or the ENGINEER'S consultants shall be submitted to the ENGINEER for review and approval at least 14 days prior to execution. The COUNTY shall not request certifications that would require knowledge or services beyond the scope of this Agreement.

4.7 The COUNTY shall also provide those specific items identified in the attached Exhibit A incorporated by reference hereto – ITEMS TO BE PROVIDED BY THE COUNTY TO THE ENGINEER.

ARTICLE V

CONSTRUCTION COST

5.1 DEFINITION

5.1.1 The Construction Cost shall be the total cost or estimated cost to the COUNTY of all elements of the Project designed or specified by the ENGINEER.

5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the COUNTY and equipment designed, specified, selected or specially provided by the ENGINEER, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the work during construction.

5.1.3 Construction Cost does not include the compensation of the ENGINEER and the ENGINEER'S consultants, the costs of the land, right-of-way, financing or other costs which are the responsibility of the COUNTY.

5.2 RESPONSIBILITY FOR CONSTRUCTION COSTS

5.2.1 Evaluations of the COUNTY'S Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the ENGINEER, represent the ENGINEER'S best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the ENGINEER nor the COUNTY has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices,

or over competitive bidding, market or negotiating conditions. Accordingly, the ENGINEER cannot and does not warrant or represent that bids or negotiated prices will not vary from the COUNTY'S Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the ENGINEER.

ARTICLE VI

USE OF ENGINEER'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

6.1 The COUNTY shall be the absolute and unqualified owner of all drawings, preliminary layouts, record drawings, sketches and other documents prepared pursuant to this Agreement by the ENGINEER with the same force and effect as if the COUNTY prepared same. Copies of complete or partially completed mylar reproducible, preliminary layouts, record drawings, sketches and other documents prepared pursuant to this Agreement shall be delivered to the COUNTY when and if this Agreement is terminated or upon completion of this Agreement, whichever occurs first. The ENGINEER may retain one set of reproducible copies of the documents and these copies shall be for the ENGINEER'S sole use in preparation of studies or reports for the COUNTY. The ENGINEER is expressly prohibited from selling, licensing, or otherwise marketing or donating these documents, or using the documents in preparation of other work for any other client, without the prior express written permission of the COUNTY.

6.2 All documents including reports, drawings and specifications prepared by the ENGINEER pursuant to this Agreement are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by the COUNTY or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by the ENGINEER for the specific purposes intended will be at the COUNTY'S sole risk and without liability or legal exposure to the ENGINEER. Any such verification or adaptation will entitle the ENGINEER to further compensation at rates to be agreed upon by the COUNTY and the ENGINEER.

6.3 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the ENGINEER'S reserved rights.

ARTICLE VII

TERMINATION, SUSPENSION OR ABANDONMENT

7.1 This Agreement may be terminated by either party upon not less than fourteen (14) days written notice should the other party fail to substantially perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

7.2 If the COUNTY suspends the Project for more than thirty (30) consecutive days, the ENGINEER shall be compensated for services performed prior to notice of such suspension.

7.3 This Agreement may be terminated by the COUNTY upon not less than fourteen (14) days written notice to the ENGINEER in the event that the Project is permanently abandoned. If the COUNTY abandons the Project for more than ninety (90) consecutive days, the ENGINEER may terminate this Agreement by giving written notice.

7.4 If the COUNTY fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, the ENGINEER may, after giving seven (7) days written notice to the COUNTY, suspend services under this Agreement.

7.5 Failure of the COUNTY to make payments to the ENGINEER in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

7.6 If the COUNTY fails to make payment when due to the ENGINEER for services and expenses, the ENGINEER may, upon seven (7) days written notice to the COUNTY, suspend performance of services under this Agreement. Unless the ENGINEER receives payment in full within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the ENGINEER shall have no liability to the COUNTY for delay or damage caused by the COUNTY because of suspension of services.

7.7 In the event of termination that is not the fault of the ENGINEER, the ENGINEER shall be compensated for services performed prior to termination, together with Reimbursable Expenses, if any, then due.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

8.1 Unless otherwise provided, this Agreement shall be governed by the law of the principal place of business of the COUNTY. Venue for any dispute or disagreement regarding the terms of this Agreement shall be in Brazos County, Texas.

8.2 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitation shall commence to run not later than either the date of Substantial Completion, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion.

8.3 The COUNTY and the ENGINEER, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representative of such other party with respect to all covenants of this Agreement. Neither the COUNTY nor the ENGINEER shall assign this Agreement without the express written consent of the other party.

8.4 This Agreement represents the entire integrated agreement between the COUNTY and the ENGINEER 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 COUNTY and the ENGINEER.

8.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the COUNTY or the ENGINEER.

8.6 Unless otherwise provided for in this Agreement, the ENGINEER and the ENGINEER'S consultants have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

8.7 The ENGINEER shall have the right to include representations of the design of the Project, including photographs, among the ENGINEER'S promotional professional materials. The ENGINEER'S materials shall not include the COUNTY'S confidential or proprietary information, if the COUNTY has previously advised the ENGINEER in writing of the specific information considered by the COUNTY to be confidential or proprietary.

8.8 COMPLIANCE AND STANDARDS. The ENGINEER agrees to perform the work hereunder in accordance with generally accepted standards applicable thereto, and shall use that degree of care and skill commensurate with the engineering profession to comply with all applicable state, federal and local laws, ordinances, rules and regulations relating to the work to be performed hereunder and the ENGINEER'S performance.

8.9 SURVEYING SERVICES: In accordance with the Professional Land Surveying Practices Act of 1989, the COUNTY is informed that any complaints about surveying services may be forwarded to the Texas Board of Professional Land Surveying, 7701 North Lamar, Suite 400, Austin, Texas 78752, (512) 452-9427.

8.10 INDEMNIFICATION: ENGINEER shall save and hold harmless the COUNTY from and against any and all claims and liability due to activities of the ENGINEER, its agents or employees, performed under this Agreement and which result from any negligent act, error, or omission of the ENGINEER, or of any person employed by the ENGINEER. The ENGINEER shall also save harmless the COUNTY from and against any and all expenses, including attorney's fees which might be incurred by the COUNTY in litigation, or otherwise, resisting said claims or liabilities which might be imposed on the COUNTY as the result of such activities by the ENGINEER, its agents or employees.

8.11 LIQUIDATED DAMAGES: It is acknowledged that the ENGINEER's failure to achieve substantial completion of the Work within the Contract Time provided by the Contract Documents will cause the COUNTY to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the COUNTY of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, the ENGINEER agrees that liquidated damages may be assessed and recovered by the COUNTY as against ENGINEER and its Surety, in the event of delayed completion and without the COUNTY being required to present any evidence of the amount or character of actual damages sustained by reason thereof; therefore ENGINEER shall be liable to the COUNTY for payment of liquidated damages in the amount of \$0 for each day that Substantial Completion is delayed beyond the Contract Time as adjusted for time extensions provided by the Contract Documents. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and ENGINEER shall pay them to COUNTY without limiting COUNTY's right to terminate this agreement for default as provided elsewhere herein.

ARTICLE IX

PAYMENTS TO THE ENGINEER

9.1 PAYMENTS ON ACCOUNT OF BASIC SERVICES

9.1.1 Upon approval by the COUNTY, or the COUNTY'S designee, payment for Basic Services shall be made monthly and shall be in proportion to services performed that month within each phase of service.

9.2 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

9.2.1 Upon approval by the COUNTY or the COUNTY'S designee of the ENGINEER'S statement of services rendered or expenses incurred, payment on account of the ENGINEER'S Additional Services and for Reimbursable Expenses shall be made monthly.

9.3 PAYMENTS WITHHELD

9.3.1 No deductions shall be made from the ENGINEER'S compensation on account of penalty, liquidated damages or other sums withheld from payments to Contractors, or on account of the cost of changes in the Work other than those for which the ENGINEER has been found to be liable.

9.4 ENGINEER'S ACCOUNTING RECORDS

9.4.1 Records of Reimbursable Expenses pertaining to Additional Services and services performed on an hourly basis shall be available to the COUNTY or the COUNTY'S authorized representative at mutually convenient times.

9.5 LIMIT OF APROPRIATION

9.5.1 Prior to the execution of this Agreement, the ENGINEER has been advised by the COUNTY and the ENGINEER fully understand and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the total maximum compensation that ENGINEER may become entitled to hereunder, and the total maximum sum that the COUNTY shall become liable to pay to the ENGINEER hereunder, shall not, under any conditions, circumstances or interpretations hereof, exceed the sum certified as available by the County Auditor in the Auditor's Certificate attached hereto.

ARTICLE X **BASIS OF COMPENSATION**

The COUNTY shall compensate the ENGINEER from funds obtained through current revenue of Brazos County as follows:

10.1 BASIC COMPENSATION

10.1.1 For Basic Services, as described in Article 2, Basic Compensation shall be computed as follows:

In accordance with the attached Exhibit "A" incorporated by reference hereto, SCHEDULE OF FEES.

10.2 COMPENSATION FOR ADDITIONAL SERVICES

10.2.1 For Additional Services of the ENGINEER, as described in Article 3, compensation shall be computed as follows:

In accordance with the attached Exhibit "A" incorporated by reference hereto, SCHEDULE OF FEES.

10.3 COMPENSATION FOR CONTINGENT ADDITIONAL SERVICES

10.3.1 For Contingent Additional Services of the ENGINEER, as described in Article 3, compensation shall be computed as follows:

In accordance with the attached Exhibit "A" incorporated by reference hereto, SCHEDULE OF FEES.

10.3.2 Payments shall be made by the COUNTY in accordance with Texas Government Code Chapter 2251. The COUNTY shall pay the ENGINEER'S statement as approved by the COUNTY'S designee within thirty (30) days after the COUNTY'S designee's approval of the same, provided that the approval or payment of any such statement shall not be considered to be evidence of performance by the ENGINEER to the point indicated by such statement or of receipt or acceptance by the COUNTY of the work covered by such statement.

ARTICLE XI OTHER CONDITIONS OR SERVICES

11.1 INSURANCE

11.1.1 The ENGINEER shall file with the COUNTY a Certificate of Errors and Omissions Insurance having minimum limits of One Million and No/100 Dollars (\$1,000,000.00) for each occurrence and annual One Million and No/100 Dollars (\$1,000,000.00) aggregate. Such Errors and Omissions Insurance shall have a deductible not in excess of Two Hundred Thousand and No/100 Dollars (\$200,000.00) self-insured. Such Certificate shall bear the endorsement "Not to be canceled without thirty (30) days prior notice to BRAZOS COUNTY, TEXAS." The ENGINEER shall maintain the Errors and Omissions Insurance at all times this Agreement is in effect and for a period of five (5) years after completion of the Project. Failure to maintain the required insurance shall be deemed to be a material breach of this Agreement.

11.1.2 The ENGINEER shall also provide Worker's Compensation, automobile and comprehensive general liability policies. The ENGINEER shall deliver the insurance certificates to the COUNTY. The coverage provided herein shall contain an endorsement providing thirty (30) days notice to the COUNTY prior to any cancellation of coverage. Said coverage shall be written by an insurer acceptable to the COUNTY and shall be in a form acceptable to the COUNTY. If the ENGINEER has canceled or allowed to lapse any of these insurance policies, then the COUNTY may pay for such insurance and may hold the amount of such payment out of the ENGINEER'S fees or be otherwise reimbursed. Failure to maintain the required insurance shall be deemed to be a material breach of this Agreement.

11.2 PERIODS OF SERVICE

11.2.1 The ENGINEER shall begin work immediately upon receipt of the Notice-to-Proceed in writing by the COUNTY or the COUNTY's designee. The project will proceed according to the schedule shown in Exhibit "A." The schedule makes certain assumptions regarding review processes and other activities that are beyond the control of the ENGINEER.

11.2.2 Working days shall be defined as standard workdays between Monday and Friday, exclusive of holidays.

11.2.3 This schedule assumes an orderly progression of the ENGINEER'S services. Delays beyond the control of the ENGINEER may be cause for extension of this period of service, in which case the ENGINEER shall submit in writing to the COUNTY its request for such extensions a minimum of thirty (30) calendar days prior to the end of the affected service period.

11.2.4 If the COUNTY has requested significant modifications or changes in the general scope, extent or character of the Project, the time or performance of the ENGINEER'S services shall be adjusted equitably.

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

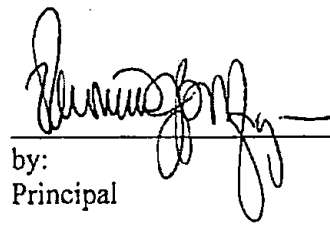
The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolution extending said authority have been duly passed and are now in force and effect.

BRAZOS COUNTY, TEXAS



Duane Peters, County Judge

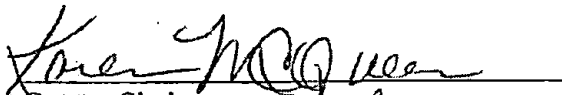
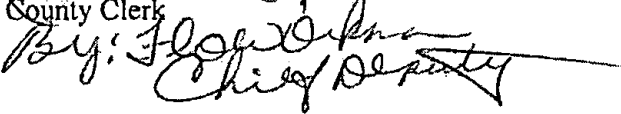
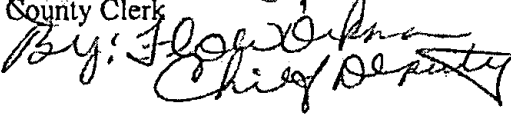
ENGINEERING FIRM



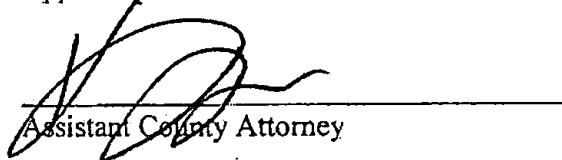
by:
Principal

Acting by and through the authority of
the Brazos County Commissioners Court

Attest:


County Clerk

By: 
Chief Deputy

Approved as to Form:



Assistant County Attorney

BRAZOS COUNTY
ROAD & BRIDGE DEPARTMENT2617 W. Hwy 21
Bryan, Texas 77803
(979) 822-2127**CONSULTANT PROPOSAL FORM**Date: 01/06/14Project/Limits: Brazos County Subdivision & Development RegulationsScope: A. Study – Draft Document
B. Presentation to Commissioners Court
C. Public Hearing
D. Final DocumentProject No.: 2014-001PS**BASIC FEE**Contract Type: Study & Report ☒Preliminary (40%) ☐ Design (40%) ☐ Contract (5%) ☐ Construction (15%) ☐Construction Estimate with 15% contingency (does not include Traffic Signals, Traffic Control, SWPPP, and Railroad Crossings). \$000,000.00

Basic Fee per this Contract: Fixed Fee \$ _____

TOTAL FEE FOR PROJECTBasic Fee \$000,000.00Additional Services \$000,000.00Total Fee \$000,000.00

DESIGN CRITERIA

The following criteria shall be used and referenced in development of Subdivision Regulations:

- Texas Local Government Code
- County Powers and Duties – Texas Attorney General's Office
- TxDOT Standard Specifications, 2004
- TxDOT Hydraulic Manual
- B/CS United Design Guidelines for Drainage

PROJECT HISTORY/BACKGROUND

This project consists of the development and implementation of Brazos County Subdivision and Development Regulations. The current regs in use by County were implemented in 2000. A review and update utilizing current laws, policies and specifications is needed. An emphasis on drainage criteria, storm water management, pavement design standards, traffic impact analysis requirements and maintaining countywide transportation mobility with development is desired. Implementation of fees by Brazos County which are in-line with similar counties undergoing urbanization will be needed.

SCOPE OF SERVICES

It is the County's intent that the design firm be involved for the full duration of the preliminary draft development, preparation of the Commissioners Court through Workshop Sessions, public hearing and comment; education of development community (including City partners) and final implementation of the regulations. Basic services to include the following:

- 1) Study and Preliminary Draft
 - a) Collect all applicable data and pertinent law to develop a draft set of Subdivision Regulations for review by County. Subdivision Regulations will be of similar detail as examples provided by County Engineer.
 - b) Attend a preliminary workshop with the County Commissioners Court to discuss the project including introduction of the project team, discussion of additional data requirements and alternatives to be considered.
- 2) Public Outreach and Public Hearing
 - a) Agency Coordination – Submit the revised draft to the appropriate entities, and comply with any needed public hearings, comments needed to make draft into a final order to be implemented by County.
- 3) After implementation – provide plat reviews, review of drainage reports, TIA's and Pavement Designs on an On-Call Basis.



January 15, 2014

R. Alan Munger, PE, CFM
Brazos County Road & Bridge
2617 W. HWY 21
Bryan, Texas 77803

Re: Proposal for an Update to the Brazos County Subdivision and Development Regulations

Dear Alan,

Thank you for the opportunity to propose professional services for the Update to the Brazos County's Subdivision and Development Regulations. Please see below for our itemized response to your requested questions regarding this project:

1. We understand that Brazos County is ready to move forward immediately with this project. Mitchell & Morgan, LLP currently has several projects that we are working on or starting in the near future. Our firm's total current workload is approximately 65% capacity, while Veronica Morgan, the specific Project Manager for this project, has a workload of 60%, leaving 40% of her time available for this project. We are confident we have the available time and resources to complete this project within a reasonable timeframe, especially with the addition of Natalie Ruiz, a senior planner with IPS Group. This is discussed below in regards to changes to our original submitted team. Below is an itemized list of our major projects that are currently underway, some nearing completion or will start design soon:
 - a. Brazos County Tax Office – Office – Nearing Completion
 - b. Brazos County Mikulin Road - Roadway
 - c. Northpoint Crossing Phase II – Mixed use development
 - d. Pappadeaux's - Restaurant
 - e. The Domain at Northgate – Mixed use development
 - f. St. Joseph ED – Hospital Addition
 - g. Copper Falls – Office
 - h. Lakeway / Barron PER – Roadway Engineering Report – Nearing Completion
 - i. Strategic Behavioral Health – Hospital / Office – Nearing Completion
 - j. Aon Fire Sprinkler Modifications – Texas A&M University Renovations
 - k. CSISD Elementary#9
 - l. I & GN - Drainage
2. There is one change that we would like to implement from our original Statement of Qualifications (RFQ#2013-39). This is the addition of a Senior Planner to our team for this project. We would like to utilize IPS Group, a notable planning firm in the Bryan/College Station area that has extensive professional experience in

comprehensive planning, subdivision regulations, code development and public involvement as well as development processing and project management.

3. We feel that one potential challenge in completing this project is the expected timeframe for completion of April. We have accomplished this timeframe in the attached Scope/Timeframe/Fee exhibit, however, there are several challenges that may effect this timeframe, such as coordinating with the City of Bryan, the City of College Station, all while providing Brazos County's legal department ample time to review the proposed subdivision and department regulation modifications.
4. Mitchell & Morgan, LLP does not currently have nor foresee any potential conflicts of interest in regards to completely this project for Brazos County.

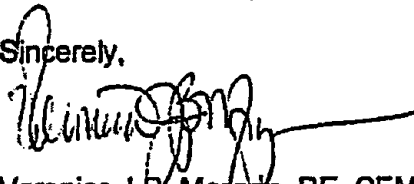
We have attached a document outlining the task timeframes, fees and payment schedule for this project. It provides our fee schedule, monthly payment schedule and projected timeline for this project. Our standard hourly rates are shown below.

Hourly Rates:

Sr. Professional Engineer – Development Coordinator	\$150/hr
Sr. Professional Design Engineer	\$110/hr
Sr. Planner	\$100/hr
EIT	\$95/hr
Drafting	\$65/hr
Administrative	\$55/hr

Invoices will be submitted monthly based on work completed during that month. We do require a written Notice to Proceed in order to begin work. We look forward to working with you on this project.

Sincerely,



Veronica J.B. Morgan, PE, CFM
Managing Partner

Cc: File

Attachment - Proposal Scope/Timeframe/Fee Exhibit

Brazos County Subdivision Regulation Modifications

TASKS	TIMEFRAME	FEE
Study Outline	1-Feb 1-Mar	\$14,896.00
Review Current County Regulations		
Review Other County Regulation Research (already compiled)		
Review with Health Department Regulations to assure concurrence		
Review Land Subdivision: A Practical Guide for Central Texas		
Identify Items to be modified/updated		
Compare Fee Structure to other Counties		
Separate Design Guidelines from Subdivision Regulations		
Research/Recommend Drainage Criteria addition		
Research simplified plat process		
Research adding TIA analysis to regulations		
Review Floodplain Ordinance		
Preliminary Draft - Subdivision Regulations	18-Feb 20-Mar	\$11,670.00
Attend Commissioners Court workshop to discuss team/potential updates	18-Feb	
Preliminary draft preparation		
Review of Proposed Regulations with County Atty		
Modifications per comments		
Preliminary Draft - Design Guidelines	20-Feb 20-Mar	\$4,420.00
Prepare Design Guidelines		
Review Pavement Regulations		
Preliminary draft preparation		
Public Outreach & Public Hearing	20-Mar 5-Apr	\$4,960.00
Review Meetings with City of Bryan		
Review Meetings with City of College Station		
Public Meeting to discuss proposed regulations		
Compile Results from Public Meeting and Incorporate		
Final Draft - Subdivision Regulations	5-Apr 30-Apr	\$7,280.00
Preparation of Final Regulations		
Meeting with Commissioners Court to Adopt Final Regulations	29-Apr	
Final Draft - Design Guidelines	5-Apr 30-Apr	\$3,650.00
Preparation of Final Design Guidelines		
Meeting with Staff to Discuss Final Design Guidelines		
Modifications per comments		
On-Call Services		
Provide review services - hourly basis for subdivision/TIA/drainage report review		
		TOTAL \$46,866.00

PAYMENT SCHEDULE	
1-Mar	\$14,896.00
1-Apr	\$21,040.00
1-May	\$10,930.00
TOTAL	\$46,866.00



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Road and Bridge NUMBER: CC 2017 - Utility Permit - Wellborn SUD - Timberline Drive - Crossing 240 SE of N. Graham Rd.

DATE OF COURT MEETING: 1/17/2017

ITEM: Consider and take action on the Wellborn Special Utility District utility permit to construct a road bore for a 16-inch water line crossing Timberline Drive 240 feet southeast of N. Graham Road. Crossing will be encased with 24-inch steel casing and maintain a minimum depth of 48 inches below ditch flowline. Site is located in Precinct 1.

TO: Commissioners Court

FROM: Darrell Kolwes

DATE: 01/12/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

[Utility Permit - Wellborn SUD - Timberline Drive - Crossing 240 SE of N. Graham Rd.pdf](#)

Description

Utility Permit - Wellborn SUD - Timberline Drive - Crossing 240 SE of N. Graham Rd.

Type

Backup Material

**BRAZOS COUNTY
COMMISSIONERS' COURT
ACTION FORM**

DEPARTMENT: Road & Bridge

MEETING DATE: January 17, 2017

SUBJECT: Utility Permit – Wellborn Special Utility District

Consider and take action on the Wellborn Special Utility District utility permit to construct a road bore for a 16-inch water line crossing Timberline Drive 240 feet southeast of N. Graham Road. Crossing will be encased with 24-inch steel casing and maintain a minimum depth of 48 inches below ditch flowline. Site is located in Precinct 1.

SUBMITTED BY:



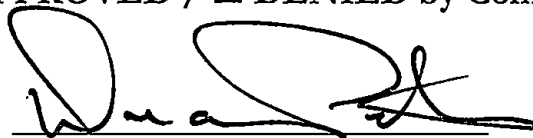
Darrell W. Kolwes
Right of Way Agent

ACKNOWLEDGED BY:



Steve Aldrich
Commissioner Precinct 1

This request is ☒ **APPROVED** / ☐ **DENIED** by Commissioners' Court



Duane Peters, County Judge

DATE: 1/17/17

APPLICATION FOR WATER UTILITY PERMIT
DESIGNATING PLACEMENT OF UTILITY IN COUNTY RIGHT OF WAY

TO: THE COUNTY ENGINEER OF BRAZOS COUNTY, TEXAS

Pursuant to the Texas Utility Code, Section 181.024, comes now WELLBORN SPECIAL
UTILITY DISTRICT [company name], hereinafter referred to as "Company" a TEXAS
[state] Corporation, with authority to transact business in Texas, acting by and through its duly authorized representative, and hereby petitions the County Engineer for the right to lay, construct, maintain, repair and/or operate a gas facility under, over, across and/or along certain County Roads as shown on drawings and diagrams attached hereto and said location described as follows:

Facility to Cross Road

Road Name & Block Number	Length of Crossing	TYPE OF CONSTRUCTION (CHECK ONE)			
		Bored	Jacked	Driven	Cased
TIMBERLINE DR	60'	X	X		X

Facility to Parallel County Road Within Right-Of-Way

Road Name and Block Number	From	To	Depth	Distance

CONSTRUCTION TYPE

16" Diameter 0.25" Wall Thickness 24" STEEL ENCASEMENT PIPE

Material Specification SDR 18 RESTRAINED JOINT PVC

Maximum Operation Pressure 125 PSI

The location and description of the proposed installation and appurtenances must be fully shown on the attached detailed drawings.

SEE ATTACHED PLAN/PROFILE DRAWING

The Company shall commence actual construction/work in good faith within 60 days from the date of said permit and shall complete said construction /work within 90 working days. (**COMPANY MUST FILL IN**). If such construction is not begun by the 60th day, Company will be required to apply for a new permit.

Company declares that prior to filing this application, it has ascertained the location of all existing utilities, both aerial and underground, and the filing of this application is prima facie evidence that the proposed installation will not conflict with any existing utility.

A copy of this permit shall be kept at the job site any time work is being performed.

It is expressly stipulated that this Permit is a license for permissive use only and that the placing of facilities upon public property pursuant to this permit shall not operate to create or vest any property right in said holder.

It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the County's right, title and interest in the land to be entered upon and used by the holder and the holder will at all times assume risk of and indemnify, defend and save harmless Brazos County from and against any and all loss, damages, cost or

expense arising in any manner on account of the exercise or attempted exercise by said holder of the aforesaid rights and privileges.

Any deviation from these specifications must be approved by Brazos County Engineer's Office or its designated representative.

Approval of County Engineer's Office may take as long as two weeks after complete application is received.

Applicant agrees to comply with all rules of the County Commissioners and the County Engineer in construction of said installation attached hereto as **BRAZOS COUNTY DESIGN STANDARDS AND SAFETY PRECAUTION REQUIREMENTS FOR WORK CONDUCTED IN BRAZOS COUNTY RIGHTS OF WAY** and incorporated herein for reference.

In the event Company fails to obtain a permit prior to the installation or does not install utilities in compliance with installation requirements set forth herein (i.e. depth, location, etc), Company assumes all financial responsibility for damages and/or destruction of lines, cables, etc. based upon its failure to comply with Brazos County requirements.

Applicant agrees that if Brazos County demonstrates a violation of the terms of this policy, Applicant stipulates that requisites for injunctive relief exist and that Brazos County is entitled to relief enjoining any conduct by applicant which is contrary to the policies.

This permit is a revocable permit. Brazos County reserves the right to revoke this permit at any time, in the sole discretion of Brazos County, for interests of public health, safety or welfare, or for failure to repair any damages upon demand, or for any other reason deemed sufficient by Brazos County.

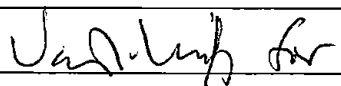
In the event Company fails to comply with any or all of the requirements as set forth herein, the County may take such action as it deems appropriate to compel compliance. The County Engineer further retains the right to revoke this Permit by verbal notification to the Applicant/Company.

Failure to obtain this permit and/or notify the County Engineer's Office within 24 hours of beginning construction shall constitute grounds for job shutdown.

By signing below, I certify that I am authorized to represent the Company listed below, and that the Company agrees to the conditions/provisions included in this permit.

TECHNICAL CONTACT:
WINN PROFESSIONAL ENGINEERS
WALTER T. WINN, JR., P.E.
P.O. BOX 2727
LONGVIEW, TX 75606
(903) 553-0500
TWINN@WINNPEC.COM

WELLBORN SUD


Company Name	STEPHEN CAST		
By:			
Signature	GENERAL MANAGER		
Title	4118 GREENS PRAIRIE RD.		
Address	WELLBORN	TX	77881
City	(979) 690-9799	State	Zip
Phone Number	WSUD.SC@VERIZON.NET		
Email:			

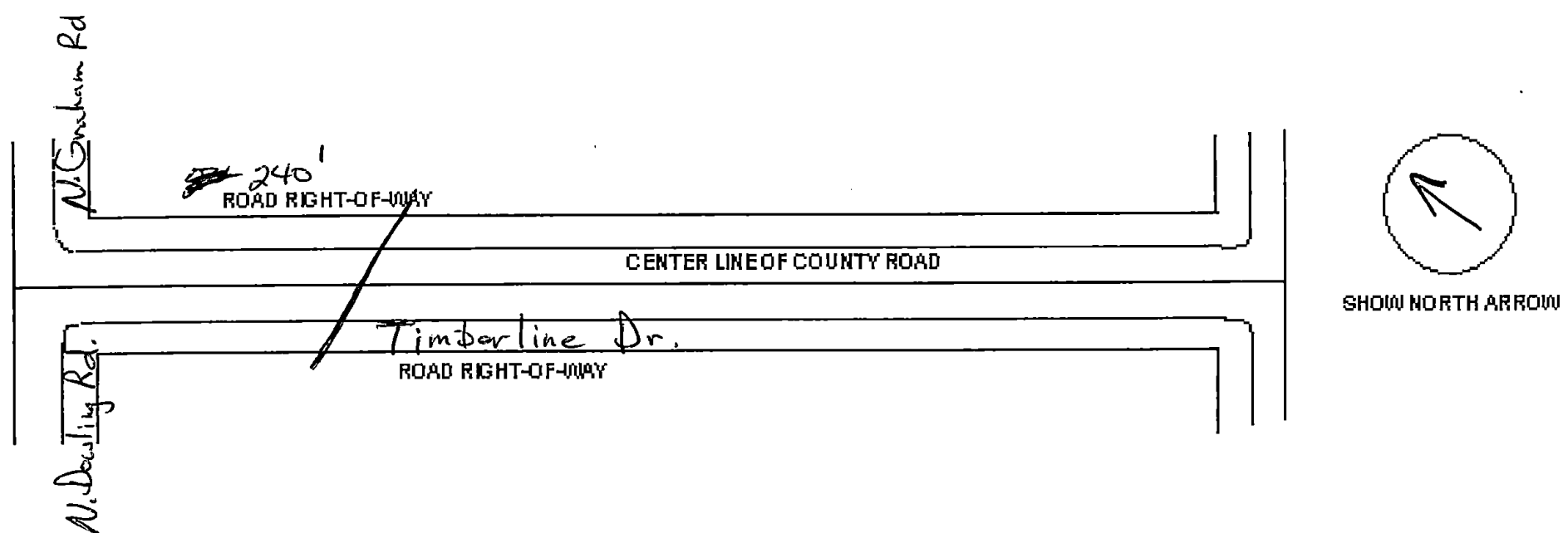
WATER UTILITY APPROVAL

Brazos County offers no objection to the proposed location of the utility in the County right of way as shown by accompanying drawings and notice dated 1-4-17 except as noted below:

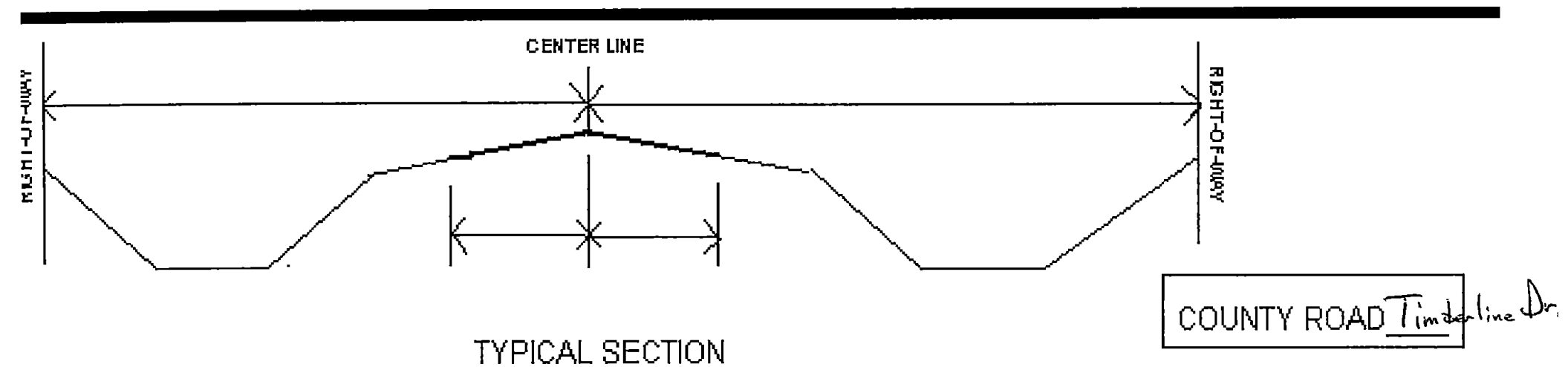
(Month/Day/Year)

EXCEPTIONS: None


for Brazos County Engineer

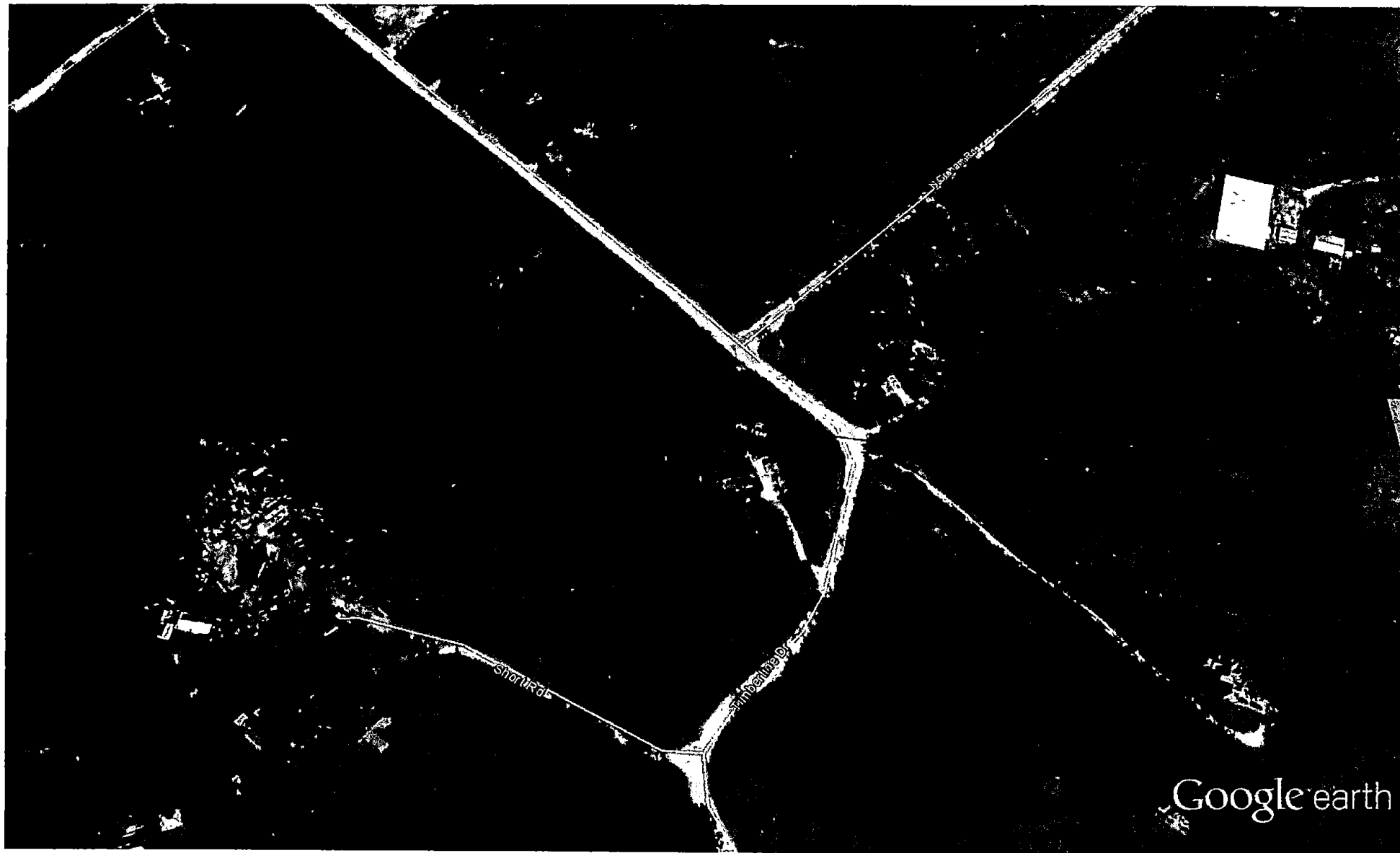


PLAN VIEW



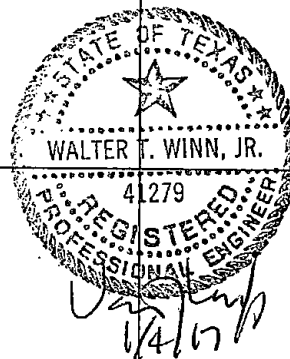
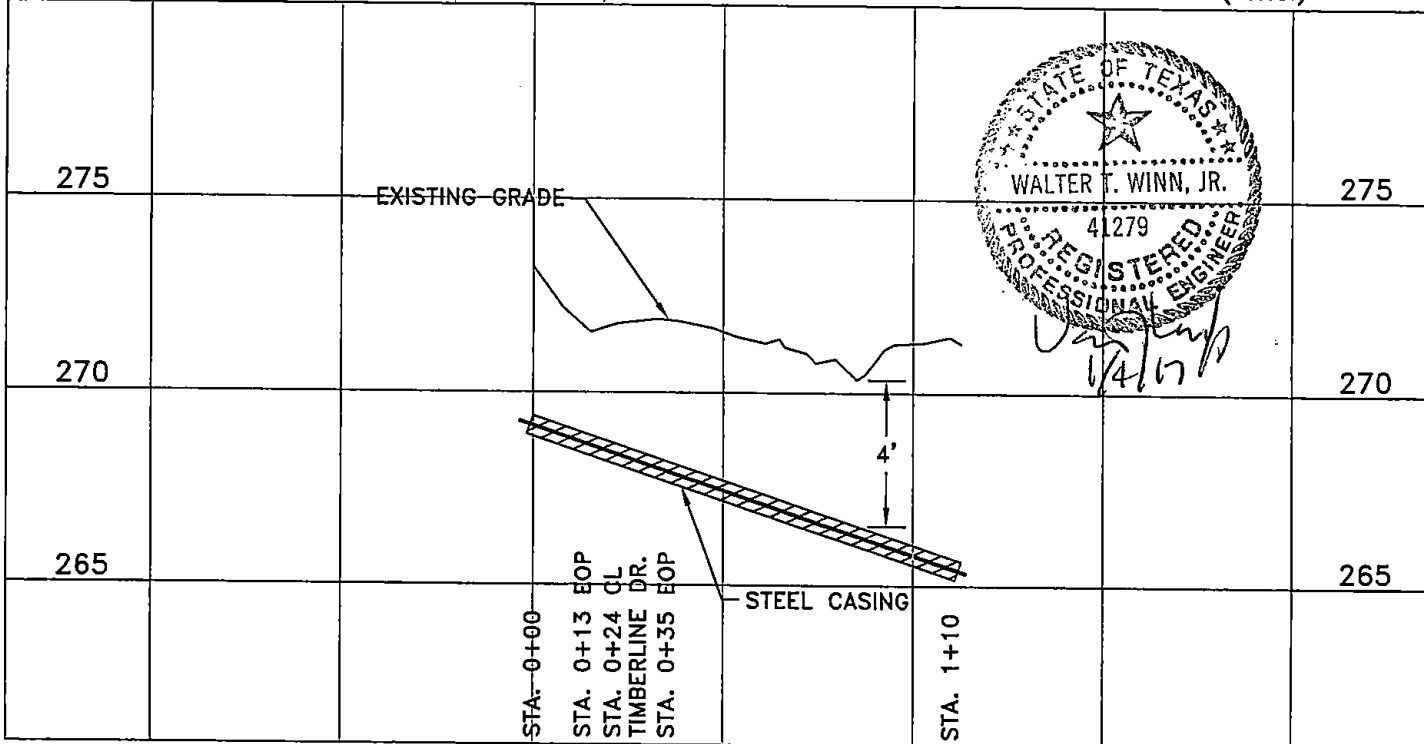
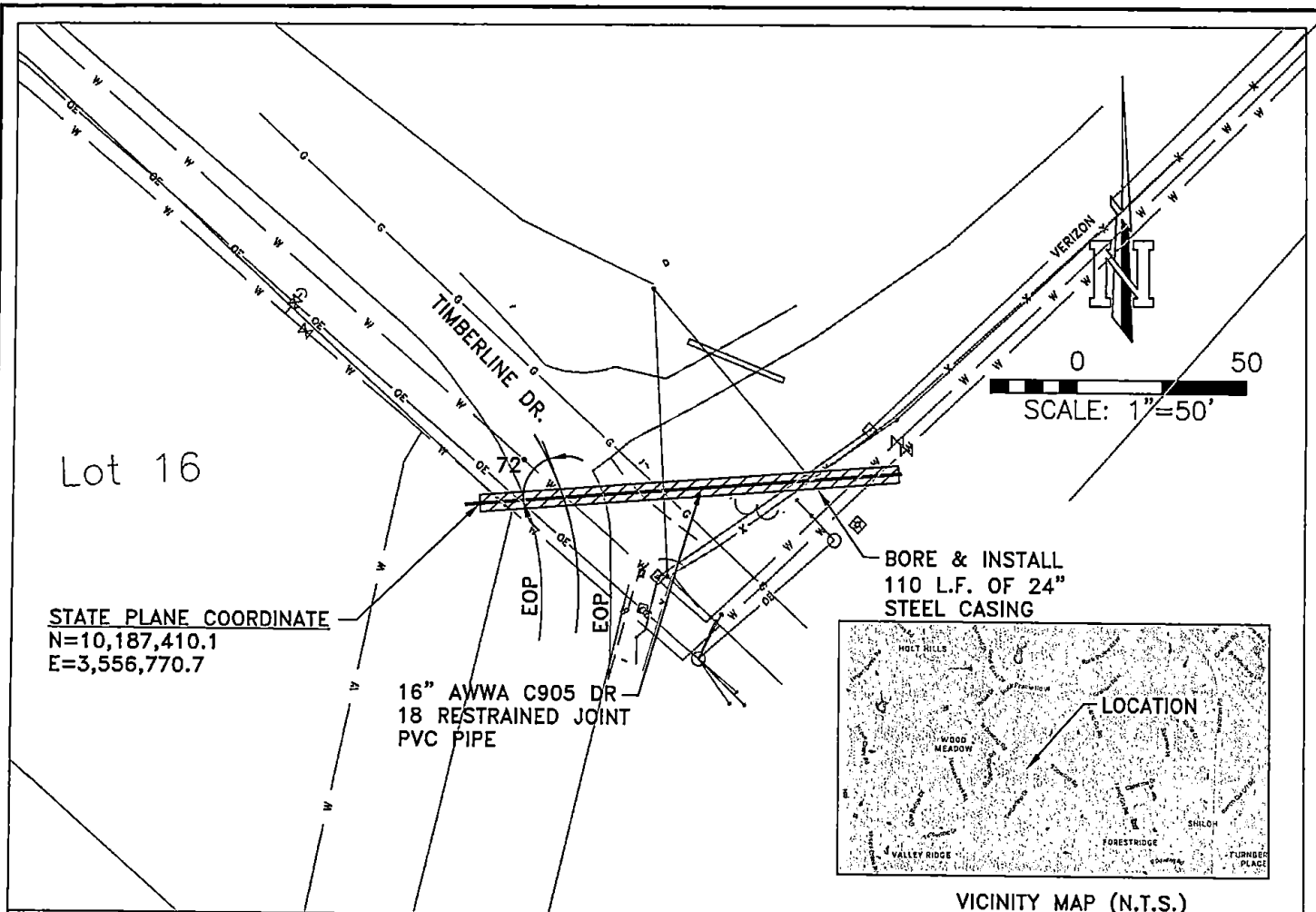
TYPICAL SECTION

1. IN CROSSING ROAD OR GOING ALONG RIGHT-OF-WAY, SHOW DEPTH & LOCATION OF CONSTRUCTION IN TYPE SECTION & PLAN
2. IN PLAN VIEW SHOW DISTANCE FROM YOUR CONSTRUCTION TO NEAREST INTERSECTION
3. IF ABOVE PLAN VIEW AND/OR TYPE SECTION IS NOT APPLICABLE, THEN SHOW APPLICABLE PLAN AND/ OR SECTION



Google earth





WINN PROFESSIONAL ENGINEERS
AND
CONSTRUCTORS, LLC

505 Padon
P.O. Box 2727
Longview, Texas 75606
T. 903-553-0500
F. 903-553-0555
www.winnpec.com
Firm # F-7845

WELLBORN SUD

TIMBERLINE DR.
ROAD CROSSING

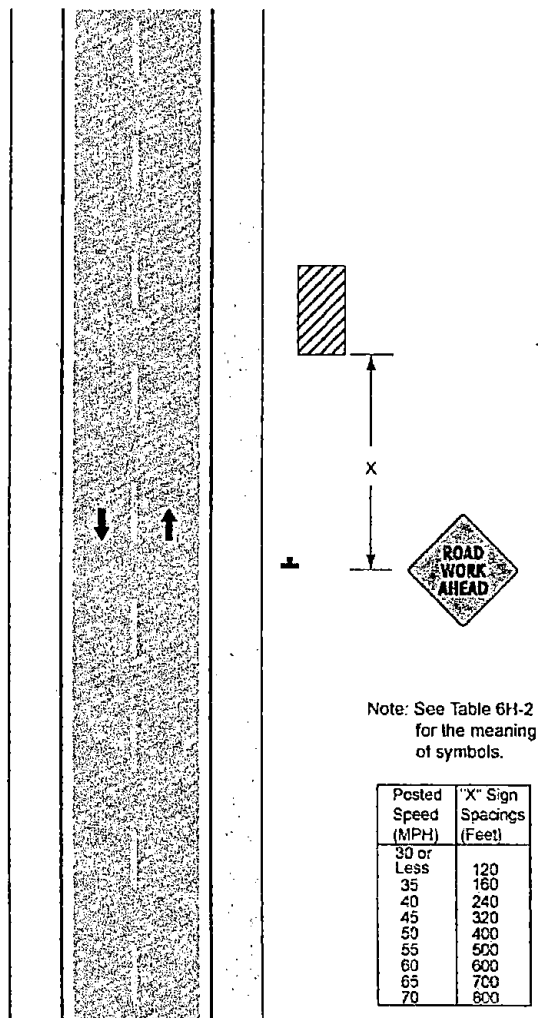
SHEET
1
OF
1

**TEMPORARY TRAFFIC CONTROL PLAN
TIMBERLINE DR WATER LINE CROSSING
BRAZOS COUNTY**

This temporary traffic control plan is to be implemented by the construction contractor (Contractor) for the water line crossing of Timberline Dr 240 feet southeast of N Graham Rd in Brazos County, Texas. This plan is intended to comply with the Texas Manual of Uniform Traffic Control Devices (MUTCD) published by the Texas Department of Transportation (TxDOT). The Contractor is expected to obtain a copy of this manual or make use of the MUTCD postings on the TxDOT website (www.dot.state.tx.us/business/manuals_publications.htm).

The work will include boring from property line to property line beneath the roadway and open excavation outside the property line. Thus, all work will be in accordance with the conditions described in the MUTCD under Typical Application 1 – Work Beyond the Shoulder. One sign with the legend “UTILITY WORK AHEAD” (MUTCD Sign CW21-7) shall be installed on both approaching sides of the roadway 160’ from the location of the crossing as shown in the attached MUTCD Figure 6H-1.

Figure 6H-1. Work Beyond the Shoulder (TA-1)



Typical Application 1

**BRAZOS COUNTY ROADWAY SAFETY AND ROAD
PRESERVATION STANDARDS FOR WORK CONDUCTED IN
BRAZOS COUNTY RIGHTS OF WAY**

A. General Requirements

1. Adequate drainage shall be maintained in ditches at all times.
2. Permittee will use best management practices ("BMP") (EPA and TCEQ both provide lists of examples of BMPs) to minimize erosion and sedimentation resulting from the proposed installation.
3. The permittee shall take precautions to avoid damage to property. All County Right of Way and property shall be restored to its original condition, as far as practical, in the opinion of the County Engineer or appointed representative.
4. The construction and maintenance of such utility shall not interfere with the property or rights of a prior occupant.
5. Permittee shall not interfere with other utilities located in the right of way. In the event damages occur, permittee will be liable to the County or other utilities running through the right of way.
6. County Engineer shall determine whether or not permittee's plans shall inconvenience the public. If it is determined that inconvenience to the public exists, then the County Engineer will decide whether such project will be allowed or if an alternative exists so as not to inconvenience the public.

B. Safety Requirements

1. Proper traffic control measures must be put in place prior to beginning work and remain in place during the duration of the job. All traffic control measures must follow the Texas Manual of Uniform Traffic Control Devices (TMUTCD). See Traffic Control Requirements below.
2. During construction, all safety regulations of the Texas Department of Transportation shall be observed.
3. Permittee must take such precautions and measures, including placing and displaying safety devices, as may be necessary, in order to safely conduct the public through the project area. Company shall provide flagmen, signs, signals or devices necessary to provide complete safety to the public.
4. Adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners.
5. No cable, conduit and/or pole line shall be laid, constructed, maintained and/or repaired so as to constitute a danger or hazard of any kind to persons or vehicles using such road. Any poles placed in the Right of Way for future installation shall be placed at the back of the Right of Way. Exceptions may be approved by the County Engineer.

C. Traffic Control Plan

1. A traffic control plan, pursuant to the TMUTCD or Engineered Traffic Control Plan must be provided for the following:
 - a. Any construction (i.e. pit, excavation, hole) left open overnight, requires specific nighttime traffic control measures pursuant to the TMUTCD;

- b. If construction is within ten (10) feet of the roadway; or
 - c. Any work performed in the road right-of-way;
2. Plan must be attached to the permit and kept at the job site any time work is being performed.
 3. Plan must set forth the time of completion for the job.

D. Design Standards

1. All overhead installations shall conform to clearance standards of the Texas Department of Transportation and the pole be placed in the designated area for power specified as set forth in the *Texas Utilities Code, Section 181.045*.
2. All pole installation (including lighting) shall be placed at the backside of the Right of Way to ensure safety to the public. Any pole placed in violation of this requirement will be required to be moved to the appropriate location at the company's expense. Exceptions may be approved by the County Engineer.
3. All underground installations shall (these are minimum depths – utility may place deeper):
 - a. be placed at a minimum depth of forty-eight (48) inches below the top of the pavement;
 - b. be at least thirty-six (36) inches below ditch flow line when installation is within the area measured from top of bank to top of bank;
 - c. be at least forty-eight (48) inches below ditch flow line if low pressure gas or petroleum lines. For high pressure gas and petroleum lines, see High Pressure Pipelines requirements listed below;
 - d. not be closer than ten (10) feet from the edge of pavement. Exceptions may apply in rights of way of less than 60 feet.
4. Water Lines: All water lines must be a minimum 36-inches below the ditch flow line and cased. Waterlines shall be cased if crossing under the roadway.
5. Utilities in all new developments that have 60 feet or greater of right of way shall be installed within designated locations based upon the type of utility. The locations shall be as follows: (measured from back of right-of-way).
 - Power – 0 to 2 feet, nominally 1'
 - Phone – 2 to 4 feet, nominally 3'
 - Gas – 4 to 6 feet, nominally 5'
 - Cable – 6 to 8 feet, nominally 7'
6. Utilities with less than 60 feet right-of-way in all new developments shall install the utility in a similar manner as referenced in No. 3 above; however, the County Engineer or its designated representative will provide final approval of each utility location.
7. The length of any trench to be opened in advance of the pipe, conduit or ducts may not be longer than 400' if left open over night or unattended.
8. Crossings under a county road shall:
 - a. be bored or jacked. ABSOLUTELY NO OPEN CUTS WITHIN COUNTY ROAD PAVEMENT;
 - b. be pressure grouted for the full length of the crossing *if* the annular space between pipe and casing and soil exceeds one (1) inch. Brazos County must be given 24 hours notice of pressure grouting operations and have the opportunity to have an inspector on site to observe pressure grouting operations;

- c. TxDOT Standard Specification Item 476 shall be followed for all boring, jacking, tunneling and joints.
9. Bore Pits:
- a. no pits shall remain open longer than 2 days;
 - b. all pits shall have proper traffic control measures in place. See Traffic Control Plan listed above.
 - c. pits shall NOT be located within ten (10) feet from the edge of pavement without prior approval from the County Engineer or his representative;
 - d. when pits are to remain open for more than 8 hours, due diligence will be used in protecting the spoil pile to prevent drainage problems;
 - e. based upon soil conditions, the County Engineer or his representative may require shoring to protect pavement integrity;
 - f. based upon soil conditions, the County Engineer or his representative may require pits be placed further from the edge of road.
10. Any installation within ten (10) feet of edge of pavement shall meet the following:
- a. location must be approved by the County Engineer or his representative
 - b. backfilled with cement stabilized material.
 - c. based upon soil conditions, the County Engineer or his representative may require shoring to protect pavement integrity.
 - d. all excess water and mud shall be removed from the trench prior to backfilling. Any backfill placed during a rainy period or at other times where excess water cannot be prevented from entering the trench will be considered TEMPORARY and shall be replaced with PERMANENT cement stabilized material as soon as weather permits;
 - e. all disturbed base and pavement materials shall be removed and restored to the satisfaction of the County Engineer or his representatives.
 - f. no side or lateral tamping to fill voids under the base and pavement materials is allowed.
11. Company must be careful to not jeopardize the slope or integrity of the shoulder of the road. In the event Company damages the slope, shoulder or any other portion of the right-of-way, Company will be responsible for repairing the damage and replacing the right-of-way to the condition it was prior to commencing construction.
12. Operation of construction and/or maintenance equipment on the traveled surface of any improved County road will not be permitted, except in an instance whereby the laying, construction, maintenance and/or repair of cables, conduits and/or pole lines cannot be accomplished by any other method and in this event all such equipment shall be of the rubber tire variety. Appropriate traffic control shall be provided meeting TMUTCD requirements.
13. In the event said construction and/or maintenance and/or repair requires Company to remove, cut or jeopardize any section of the road (asphalt, cement, road base, etc.), Company will be required to provide a performance bond or letter of credit securing necessary repairs. Said bond amount will be determined by the County Engineer.
14. The applicant shall submit a letter of "No Objection" from the Army Corps of Engineers for all designated wetlands and environmentally sensitive lands.

E. Emergency work

1. In the event Company is required to perform emergency services, that requires excavation in a County Right of Way, and unable to notify the County Engineer prior to conducting emergency repairs, Company

shall notify County Engineer within 24 hours of beginning construction/repairs. This will allow the County Engineer's Office an opportunity to inspect the site to ensure the integrity of the County Right of Way and traffic safety controls used.

F. Repairs to existing facilities

1. Maintenance and/or repair to existing cables, conduits, and/or pole lines which require disturbance of the soil, shall not be performed until plans describing such maintenance and/or repair have been approved by the County Engineer or its designated representative and a permit has been obtained.

G. Relocation of utilities

1. When and if the County Engineer determines that it is necessary for the construction, repair, improvement, alteration or relocation of all or any portion of said road, any or all poles, wires, pipes, cables or other facilities and appurtenances authorized hereunder, shall be removed from said road, or reset or relocated thereon, as required by the County Engineer within a reasonable time as determined by the County Engineer and Utility Company, and at the expense of the Utility Company.

H. High Pressure Pipelines

1. All utility Permits for high pressure pipelines (generally 60 PSI or greater), whether pertaining to controlled access or non-controlled access installations, should contain the following additional information in the description of the permit.
 - diameter
 - wall thickness
 - material specification
 - minimum yield strength
 - maximum operation pressure of the pipeline
2. With the exception of the maximum operation pressure of the pipeline, this information is to be supplied for both the carrier pipe and the casing.
3. Assurance must also be given that the installation material and design meet the minimum Federal Safety Standards for Liquid and Gas Pipe Lines. Assurance must be provided on company letterhead and signed by an authorized representative of the company.

4. Petroleum Pipelines:

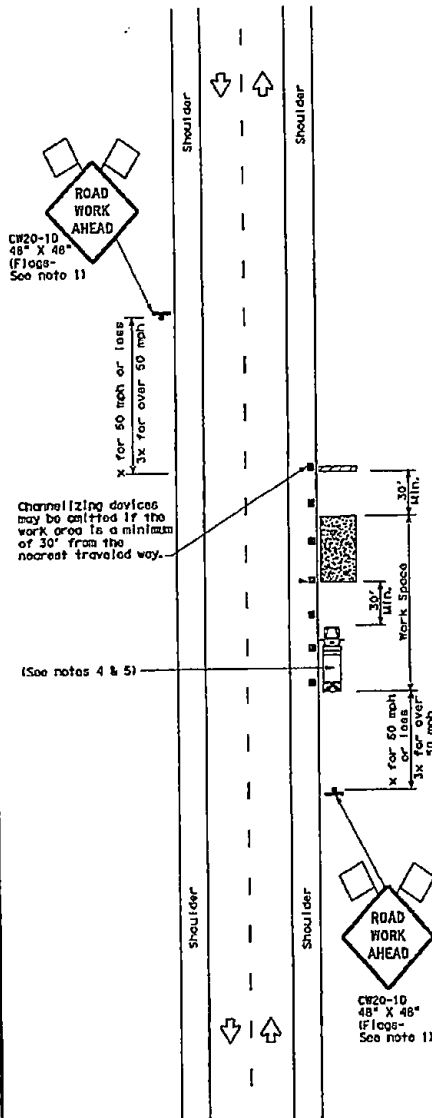
<u>Type of Pipeline</u>	<u>Depth (below deepest ditch grade)</u>	<u>Special Requirements</u>
Encased Pipe	Less than 10'	Must be covered with concrete pad at least 36" deep
Encased Pipe	Greater than 10'	No concrete pad required
Non-Cased Pipe	Less than 10'	Must be covered with concrete pad at least 48" deep
Non-Cased Pipe	Greater than 10'	No concrete pad required

Concrete pad shall be minimum of 3" thick and width shall be pipe diameter plus 18" minimum.

5. Under no circumstances will a pipeline be installed parallel to a County Road within the Right-of-Way. Transmission lines have been determined to be petroleum pipelines (which includes natural gas lines) and shall not be parallel to a County Road.
6. Natural Gas Distribution is a line that serves the final customer.

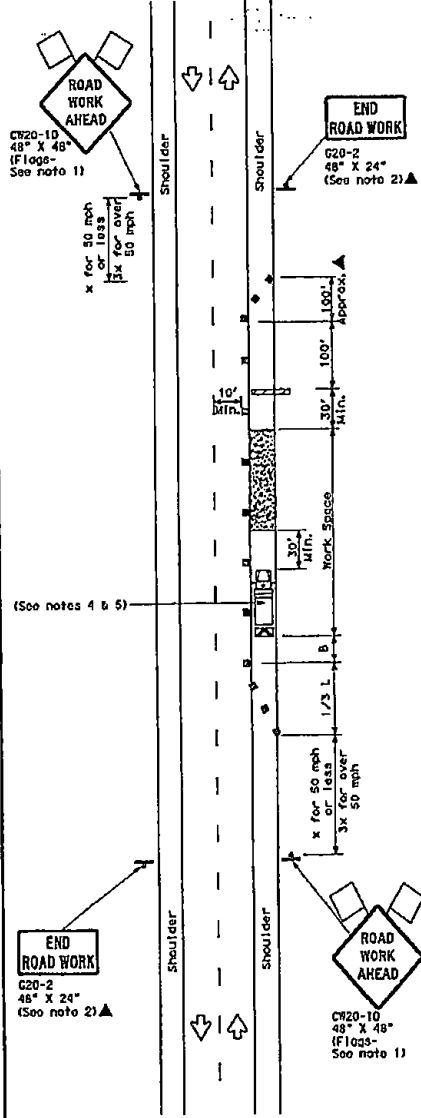
DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever, TxDOT assumes no responsibility for the content or use of this standard or for any errors or omissions resulting therefrom.

DATE: FILE:



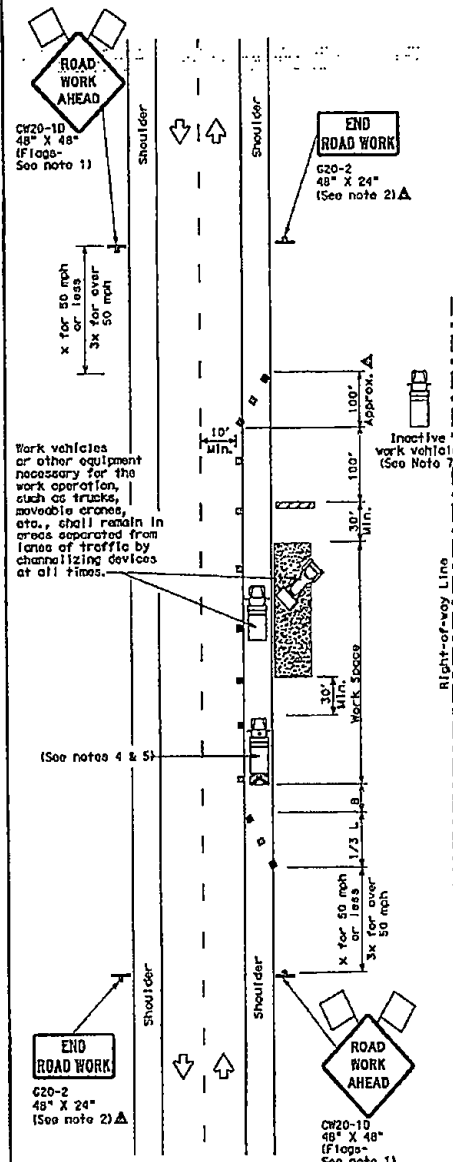
TCP (2-1a)

WORK SPACE NEAR SHOULDER
Conventional Roads



TCP (2-1b)

WORK SPACE ON SHOULDER
Conventional Roads



TCP (2-1c)

WORK VEHICLES ON SHOULDER
Conventional Roads

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board		Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed %	Formula	Minimum Spooling Lengths %	Suggested Spooling of Channelizing Devices	Minimum Sign Spooling Distance	Suggested Longitudinal Buffer Space
30	$L = \frac{WS^2}{60}$	10' offset	On a Taper	120'	90'
35		11' offset	On a Tangent	160'	120'
40		12' offset	On a Tangent	240'	155'
45			On a Tangent	320'	195'
50			On a Tangent	400'	240'
55			On a Tangent	500'	295'
60			On a Tangent	600'	350'
65			On a Tangent	700'	410'
70			On a Tangent	800'	475'
75			On a Tangent	900'	540'

* Conventional Roads Only
** Taper lengths have been rounded off.
L=Length of Taper (FT) W=Width of Offset (FT) S=Posted Speed (MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓	✓	✓

GENERAL NOTES

- Flags attached to signs where shown, are REQUIRED.
- All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated in the plans, or for routine maintenance work, when approved by the Engineer.
- Stockpiled material should be placed a minimum of 30 feet from nearest traveled way.
- Shadow Vehicle with TMA and high intensity rotating, flashing, oscillating or strobe lights. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of work exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
- Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect a wider work space. See TCP (5-1) for shoulder work on divided highways, expressways and freeways.
- Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
- CW21-5 "SHOULDER WORK" signs may be used in place of CW21-10 "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

Texas Department of Transportation
Traffic Operations Division

TRAFFIC CONTROL PLAN CONVENTIONAL ROAD SHOULDER WORK

TCP (2-1)-12

© TxDOT December 1985		DATE	BY	CHKD	APP'D	DATE
REVISIONS		NO.	DATE	BY	CHKD	APP'D
2-54	2-12					
8-05						
1-97						
4-98						
1-01						



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

Road and Bridge

NUMBER:

CC 2017 - Utility Permit - Wellborn
SUD - Stagecoach Road -
Crossing 40 feet SW of N. Dowling
Rd

DATE OF COURT MEETING:

1/17/2017

ITEM:

Consider and take action on the Wellborn Special Utility District utility permit to construct a road bore for a 16-inch water line crossing Stagecoach Road 40 feet southwest of N. Dowling Road. Crossing will be encased with 24-inch steel casing and maintain a minimum depth of 48 inches below ditch flowline. Site is located in Precinct 1.

TO:

Commissioners Court

FROM:

Darrell Kolwes

DATE:

01/12/2017

FISCAL IMPACT:

False

BUDGETED:

False

DOLLAR AMOUNT:

\$0.00

ATTACHMENTS:

File Name

Description

Type

[Utility Permit - Wellborn SUD -
Stagecoach Road -
Crossing 40 feet SW of N. Dowling Rd.pdf](#)

Utility Permit - Wellborn SUD - Stagecoach Road -
Crossing 40 feet SW of N. Dowling Rd

Backup Material

**BRAZOS COUNTY
COMMISSIONERS' COURT
ACTION FORM**

DEPARTMENT: Road & Bridge

MEETING DATE: January 17, 2017

SUBJECT: Utility Permit – Wellborn Special Utility District

Consider and take action on the Wellborn Special Utility District utility permit to construct a road bore for a 16-inch water line crossing Stagecoach Road 40 feet southwest of N. Dowling Road. Crossing will be encased with 24-inch steel casing and maintain a minimum depth of 48 inches below ditch flowline. Site is located in Precinct 1.

SUBMITTED BY:



Darrell W. Kolwes
Right of Way Agent

ACKNOWLEDGED BY:



Steve Aldrich
Commissioner Precinct 1

This request is ☒ **APPROVED** / ☐ **DENIED** by Commissioners' Court



Duane Peters, County Judge

DATE: 1/17/17

APPLICATION FOR WATER UTILITY PERMIT
DESIGNATING PLACEMENT OF UTILITY IN COUNTY RIGHT OF WAY

TO: THE COUNTY ENGINEER OF BRAZOS COUNTY, TEXAS

Pursuant to the Texas Utility Code, Section 181.024, comes now WELLBORN SPECIAL
UTILITY DISTRICT [company name], hereinafter referred to as "Company" a TEXAS
[state] Corporation, with authority to transact business in Texas, acting by and through its duly authorized representative, and hereby petitions the County Engineer for the right to lay, construct, maintain, repair and/or operate a gas facility under, over, across and/or along certain County Roads as shown on drawings and diagrams attached hereto and said location described as follows:

Facility to Cross Road

Road Name & Block Number	Length of Crossing	TYPE OF CONSTRUCTION (CHECK ONE)			
		Bored	Jacked	Driven	Cased
STAGECOACH RD.	40'	X	X		X

Facility to Parallel County Road Within Right-Of-Way

Road Name and Block Number	From	To	Depth	Distance

CONSTRUCTION TYPE

16" Diameter 0.25" Wall Thickness 24" STEEL ENCASEMENT PIPE

Material Specification SDR 18 RESTRAINED JOINT PVC

Maximum Operation Pressure 125 PSI

The location and description of the proposed installation and appurtenances must be fully shown on the attached detailed drawings.

SEE ATTACHED PLAN/PROFILE DRAWING

The Company shall commence actual construction/work in good faith within 60 days from the date of said permit and shall complete said construction /work within 90 working days. **(COMPANY MUST FILL IN)**. If such construction is not begun by the 60th day, Company will be required to apply for a new permit.

Company declares that prior to filing this application, it has ascertained the location of all existing utilities, both aerial and underground, and the filing of this application is prima facie evidence that the proposed installation will not conflict with any existing utility.

A copy of this permit shall be kept at the job site any time work is being performed.

It is expressly stipulated that this Permit is a license for permissive use only and that the placing of facilities upon public property pursuant to this permit shall not operate to create or vest any property right in said holder.

It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the County's right, title and interest in the land to be entered upon and used by the holder and the holder will at all times assume risk of and indemnify, defend and save harmless Brazos County from and against any and all loss, damages, cost or

expense arising in any manner on account of the exercise or attempted exercise by said holder of the aforesaid rights and privileges.

Any deviation from these specifications must be approved by Brazos County Engineer's Office or its designated representative.

Approval of County Engineer's Office may take as long as two weeks after complete application is received.

Applicant agrees to comply with all rules of the County Commissioners and the County Engineer in construction of said installation attached hereto as **BRAZOS COUNTY DESIGN STANDARDS AND SAFETY PRECAUTION REQUIREMENTS FOR WORK CONDUCTED IN BRAZOS COUNTY RIGHTS OF WAY** and incorporated herein for reference.

In the event Company fails to obtain a permit prior to the installation or does not install utilities in compliance with installation requirements set forth herein (i.e. depth, location, etc), Company assumes all financial responsibility for damages and/or destruction of lines, cables, etc. based upon its failure to comply with Brazos County requirements.

Applicant agrees that if Brazos County demonstrates a violation of the terms of this policy, Applicant stipulates that requisites for injunctive relief exist and that Brazos County is entitled to relief enjoining any conduct by applicant which is contrary to the policies.

This permit is a revocable permit. Brazos County reserves the right to revoke this permit at any time, in the sole discretion of Brazos County, for interests of public health, safety or welfare, or for failure to repair any damages upon demand, or for any other reason deemed sufficient by Brazos County.

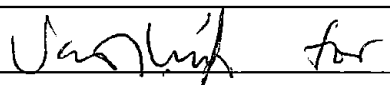
In the event Company fails to comply with any or all of the requirements as set forth herein, the County may take such action as it deems appropriate to compel compliance. The County Engineer further retains the right to revoke this Permit by verbal notification to the Applicant/Company.

Failure to obtain this permit and/or notify the County Engineer's Office within 24 hours of beginning construction shall constitute grounds for job shutdown.

By signing below, I certify that I am authorized to represent the Company listed below, and that the Company agrees to the conditions/provisions included in this permit.

TECHNICAL CONTACT:
WINN PROFESSIONAL ENGINEERS
WALTER T. WINN, JR., P.E.
P.O. BOX 2727
LONGVIEW, TX 75606
(903) 553-0500
TWINN@WINNPEC.COM

WELLBORN SUD

Company Name	STEPHEN CAST		
By:			
Signature	GENERAL MANAGER		
Title	4118 GREENS PRAIRIE RD.		
Address	WELLBORN	TX	77881
City	(979) 690-9799	State	Zip
Phone Number	WSUD.SC@VERIZON.NET		
Email:			

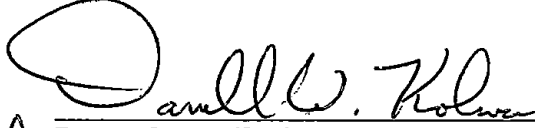
WATER UTILITY APPROVAL

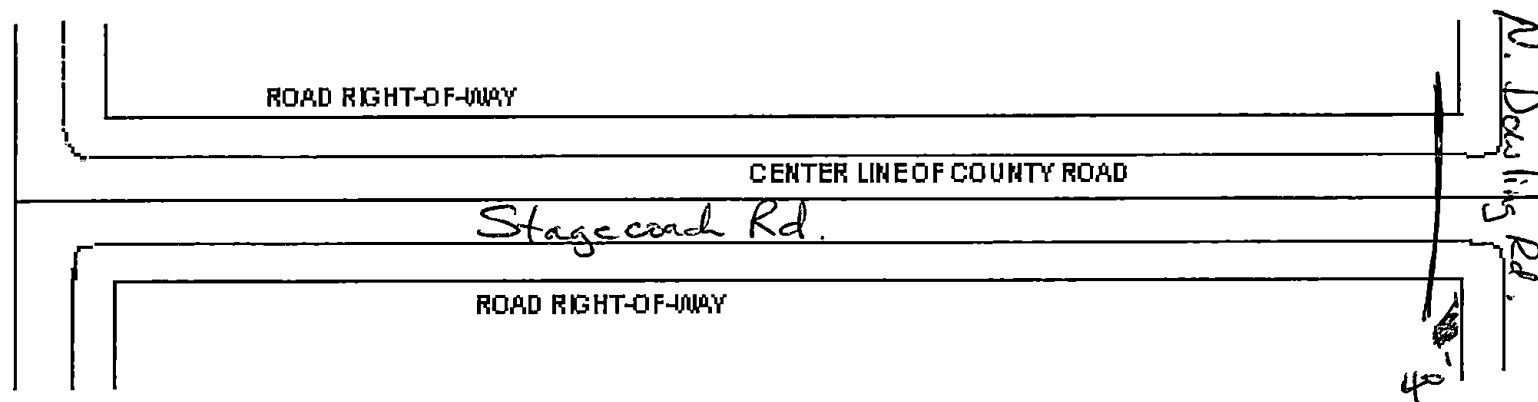
Brazos County offers no objection to the proposed location of the utility in the County right of way as shown by accompanying drawings and notice dated 1-4-17 except as noted below:

(Month/Day/Year)

EXCEPTIONS:

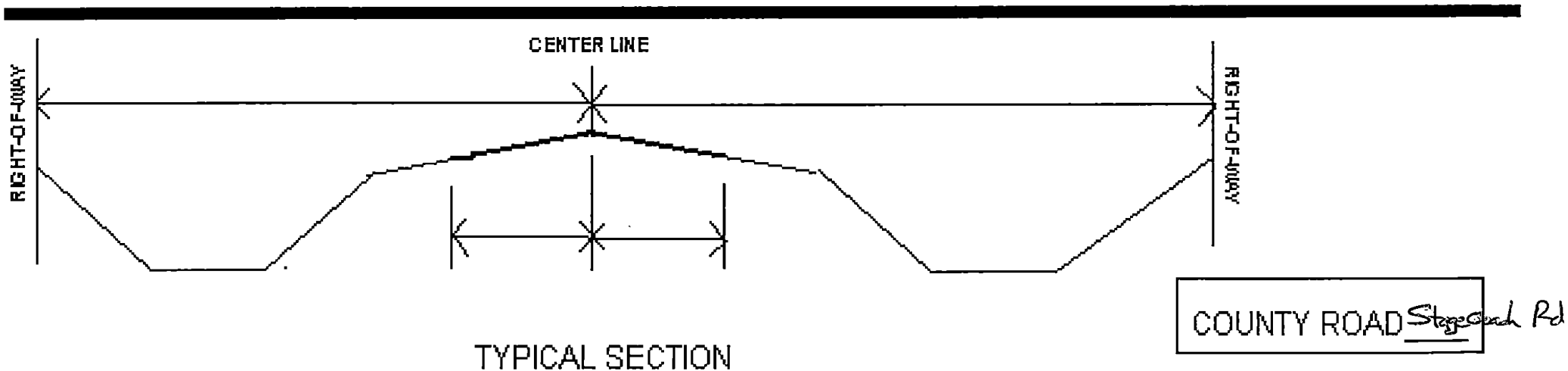
None


for Brazos County Engineer



SHOW NORTH ARROW

PLAN VIEW



1. IN CROSSING ROAD OR GOING ALONG RIGHT-OF-WAY, SHOW DEPTH & LOCATION OF CONSTRUCTION IN TYPE SECTION & PLAN
2. IN PLAN VIEW SHOW DISTANCE FROM YOUR CONSTRUCTION TO NEAREST INTERSECTION
3. IF ABOVE PLAN VIEW AND/OR TYPE SECTION IS NOT APPLICABLE, THEN SHOW APPLICABLE PLAN AND/ OR SECTION



Google earth

feet
meters



STATE PLANE COORDINATE

N=10,188,531.3

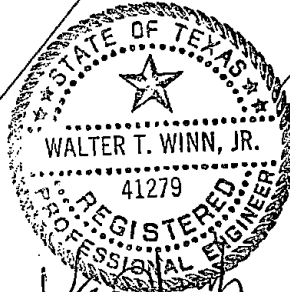
E=3,555,544.2

16" AWWA C905 DR
18 RESTRAINED JOINT
PVC PIPE

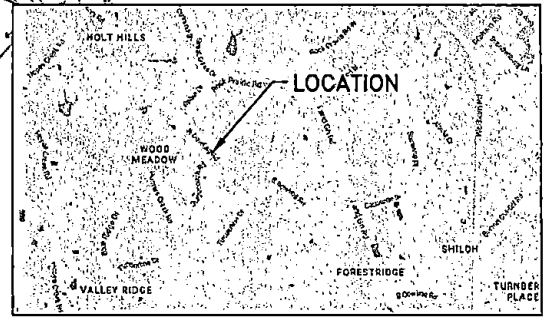
BORE & INSTALL
110 L.F. OF 24"
STEEL CASING

N. DOWLING RD.

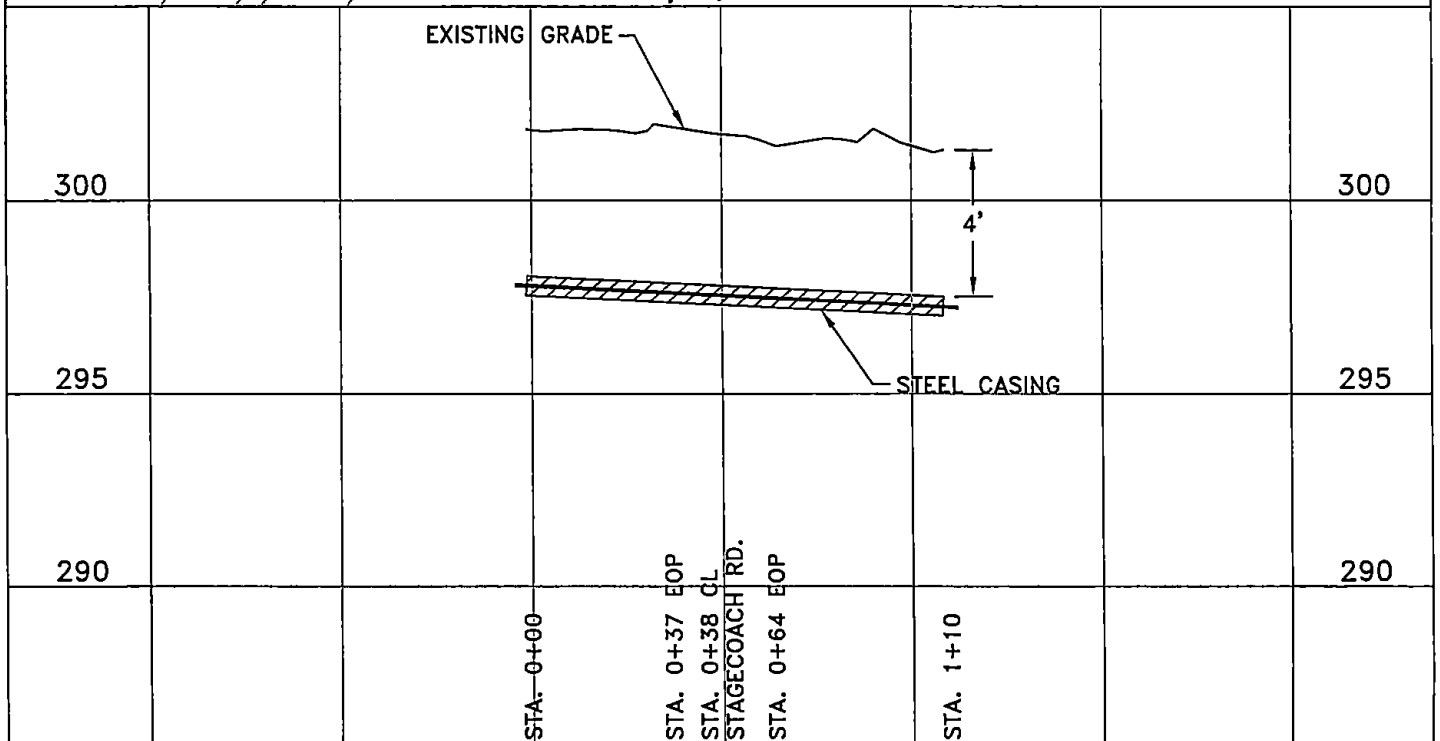
STAGECOACH RD.
EOP



0 50
SCALE: 1"=50'



VICINITY MAP (N.T.S.)



WINN PROFESSIONAL ENGINEERS
AND
CONSTRUCTORS, LLC

505 Padon
P.O. Box 2727
Longview, Texas 75606
T.903-553-0500
F.903-553-0555
www.winnpec.com
Firm # F-7846

WELLBORN SUD

STAGECOACH ROAD
ROAD CROSSING

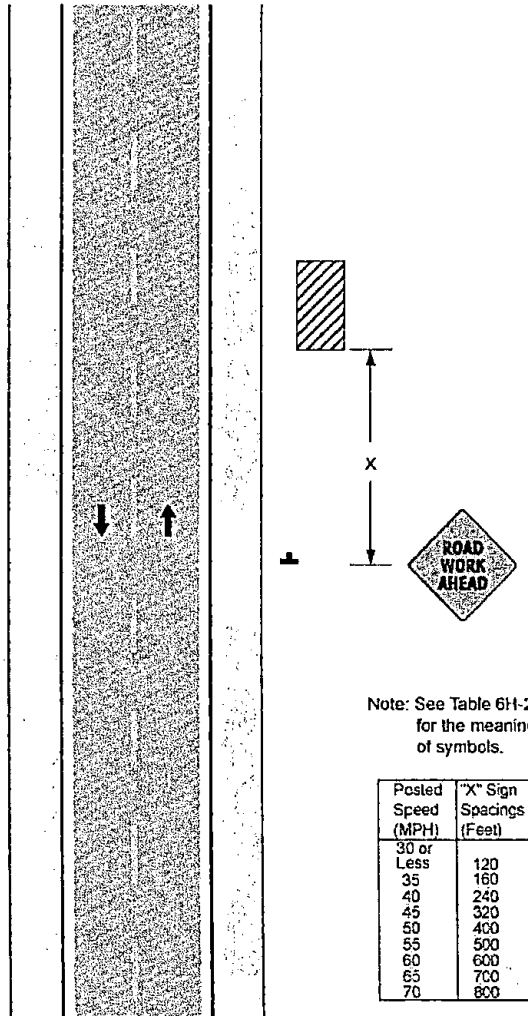
SHEET
1
OF
1

**TEMPORARY TRAFFIC CONTROL PLAN
STAGECOACH RD WATER LINE CROSSING
BRAZOS COUNTY**

This temporary traffic control plan is to be implemented by the construction contractor (Contractor) for the water line crossing of Stagecoach Rd 40 feet southwest of N Dowling Rd in Brazos County, Texas. This plan is intended to comply with the Texas Manual of Uniform Traffic Control Devices (MUTCD) published by the Texas Department of Transportation (TxDOT). The Contractor is expected to obtain a copy of this manual or make use of the MUTCD postings on the TxDOT website (www.dot.state.tx.us/business/manuals_publications.htm).

The work will include boring from property line to property line beneath the roadway and open excavation outside the property line. Thus, all work will be in accordance with the conditions described in the MUTCD under Typical Application 1 – Work Beyond the Shoulder. One sign with the legend “UTILITY WORK AHEAD” (MUTCD Sign CW21-7) shall be installed on both approaching sides of the roadway 160’ from the location of the crossing as shown in the attached MUTCD Figure 6H-1.

Figure 6H-1. Work Beyond the Shoulder (TA-1)



Typical Application 1

**BRAZOS COUNTY ROADWAY SAFETY AND ROAD
PRESERVATION STANDARDS FOR WORK CONDUCTED IN
BRAZOS COUNTY RIGHTS OF WAY**

A. General Requirements

1. Adequate drainage shall be maintained in ditches at all times.
2. Permittee will use best management practices (“BMP”) (EPA and TCEQ both provide lists of examples of BMPs) to minimize erosion and sedimentation resulting from the proposed installation.
3. The permittee shall take precautions to avoid damage to property. All County Right of Way and property shall be restored to its original condition, as far as practical, in the opinion of the County Engineer or appointed representative.
4. The construction and maintenance of such utility shall not interfere with the property or rights of a prior occupant.
5. Permittee shall not interfere with other utilities located in the right of way. In the event damages occur, permittee will be liable to the County or other utilities running through the right of way.
6. County Engineer shall determine whether or not permittee’s plans shall inconvenience the public. If it is determined that inconvenience to the public exists, then the County Engineer will decide whether such project will be allowed or if an alternative exists so as not to inconvenience the public.

B. Safety Requirements

1. Proper traffic control measures must be put in place prior to beginning work and remain in place during the duration of the job. All traffic control measures must follow the Texas Manual of Uniform Traffic Control Devices (TMUTCD). See Traffic Control Requirements below.
2. During construction, all safety regulations of the Texas Department of Transportation shall be observed.
3. Permittee must take such precautions and measures, including placing and displaying safety devices, as may be necessary, in order to safely conduct the public through the project area. Company shall provide flagmen, signs, signals or devices necessary to provide complete safety to the public.
4. Adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners.
5. No cable, conduit and/or pole line shall be laid, constructed, maintained and/or repaired so as to constitute a danger or hazard of any kind to persons or vehicles using such road. Any poles placed in the Right of Way for future installation shall be placed at the back of the Right of Way. Exceptions may be approved by the County Engineer.

C. Traffic Control Plan

1. A traffic control plan, pursuant to the TMUTCD or Engineered Traffic Control Plan must be provided for the following:
 - a. Any construction (i.e. pit, excavation, hole) left open overnight, requires specific nighttime traffic control measures pursuant to the TMUTCD;

- b. If construction is within ten (10) feet of the roadway; or
 - c. Any work performed in the road right-of-way;
2. Plan must be attached to the permit and kept at the job site any time work is being performed.
 3. Plan must set forth the time of completion for the job.

D. Design Standards

1. All overhead installations shall conform to clearance standards of the Texas Department of Transportation and the pole be placed in the designated area for power specified as set forth in the *Texas Utilities Code, Section 181.045*.
2. All pole installation (including lighting) shall be placed at the backside of the Right of Way to ensure safety to the public. Any pole placed in violation of this requirement will be required to be moved to the appropriate location at the company's expense. Exceptions may be approved by the County Engineer.
3. All underground installations shall (these are minimum depths – utility may place deeper):
 - a. be placed at a minimum depth of forty-eight (48) inches below the top of the pavement;
 - b. be at least thirty-six (36) inches below ditch flow line when installation is within the area measured from top of bank to top of bank;
 - c. be at least forty-eight (48) inches below ditch flow line if low pressure gas or petroleum lines. For high pressure gas and petroleum lines, see High Pressure Pipelines requirements listed below;
 - d. not be closer than ten (10) feet from the edge of pavement. Exceptions may apply in rights of way of less than 60 feet.
4. Water Lines: All water lines must be a minimum 36-inches below the ditch flow line and cased. Waterlines shall be cased if crossing under the roadway.
5. Utilities in all new developments that have 60 feet or greater of right of way shall be installed within designated locations based upon the type of utility. The locations shall be as follows: (measured from back of right-of-way).
 - Power – 0 to 2 feet, nominally 1'
 - Phone – 2 to 4 feet, nominally 3'
 - Gas – 4 to 6 feet, nominally 5'
 - Cable – 6 to 8 feet, nominally 7'
6. Utilities with less than 60 feet right-of-way in all new developments shall install the utility in a similar manner as referenced in No. 3 above; however, the County Engineer or its designated representative will provide final approval of each utility location.
7. The length of any trench to be opened in advance of the pipe, conduit or ducts may not be longer than 400' if left open over night or unattended.
8. Crossings under a county road shall:
 - a. be bored or jacked. ABSOLUTELY NO OPEN CUTS WITHIN COUNTY ROAD PAVEMENT;
 - b. be pressure grouted for the full length of the crossing *if* the annular space between pipe and casing and soil exceeds one (1) inch. Brazos County must be given 24 hours notice of pressure grouting operations and have the opportunity to have an inspector on site to observe pressure grouting operations;

- c. TxDOT Standard Specification Item 476 shall be followed for all boring, jacking, tunneling and joints.
9. Bore Pits:
- a. no pits shall remain open longer than 2 days;
 - b. all pits shall have proper traffic control measures in place. See Traffic Control Plan listed above.
 - c. pits shall NOT be located within ten (10) feet from the edge of pavement without prior approval from the County Engineer or his representative;
 - d. when pits are to remain open for more than 8 hours, due diligence will be used in protecting the spoil pile to prevent drainage problems;
 - e. based upon soil conditions, the County Engineer or his representative may require shoring to protect pavement integrity;
 - f. based upon soil conditions, the County Engineer or his representative may require pits be placed further from the edge of road.
10. Any installation within ten (10) feet of edge of pavement shall meet the following:
- a. location must be approved by the County Engineer or his representative
 - b. backfilled with cement stabilized material.
 - c. based upon soil conditions, the County Engineer or his representative may require shoring to protect pavement integrity.
 - d. all excess water and mud shall be removed from the trench prior to backfilling. Any backfill placed during a rainy period or at other times where excess water cannot be prevented from entering the trench will be considered TEMPORARY and shall be replaced with PERMANENT cement stabilized material as soon as weather permits;
 - e. all disturbed base and pavement materials shall be removed and restored to the satisfaction of the County Engineer or his representatives.
 - f. no side or lateral tamping to fill voids under the base and pavement materials is allowed.
11. Company must be careful to not jeopardize the slope or integrity of the shoulder of the road. In the event Company damages the slope, shoulder or any other portion of the right-of-way, Company will be responsible for repairing the damage and replacing the right-of-way to the condition it was prior to commencing construction.
12. Operation of construction and/or maintenance equipment on the traveled surface of any improved County road will not be permitted, except in an instance whereby the laying, construction, maintenance and/or repair of cables, conduits and/or pole lines cannot be accomplished by any other method and in this event all such equipment shall be of the rubber tire variety. Appropriate traffic control shall be provided meeting TMUTCD requirements.
13. In the event said construction and/or maintenance and/or repair requires Company to remove, cut or jeopardize any section of the road (asphalt, cement, road base, etc.), Company will be required to provide a performance bond or letter of credit securing necessary repairs. Said bond amount will be determined by the County Engineer.
14. The applicant shall submit a letter of "No Objection" from the Army Corps of Engineers for all designated wetlands and environmentally sensitive lands.

E. Emergency work

- 1. In the event Company is required to perform emergency services, that requires excavation in a County Right of Way, and unable to notify the County Engineer prior to conducting emergency repairs, Company

shall notify County Engineer within 24 hours of beginning construction/repairs. This will allow the County Engineer's Office an opportunity to inspect the site to ensure the integrity of the County Right of Way and traffic safety controls used.

F. Repairs to existing facilities

1. Maintenance and/or repair to existing cables, conduits, and/or pole lines which require disturbance of the soil, shall not be performed until plans describing such maintenance and/or repair have been approved by the County Engineer or its designated representative and a permit has been obtained.

G. Relocation of utilities

1. When and if the County Engineer determines that it is necessary for the construction, repair, improvement, alteration or relocation of all or any portion of said road, any or all poles, wires, pipes, cables or other facilities and appurtenances authorized hereunder, shall be removed from said road, or reset or relocated thereon, as required by the County Engineer within a reasonable time as determined by the County Engineer and Utility Company, and at the expense of the Utility Company.

H. High Pressure Pipelines

1. All utility Permits for high pressure pipelines (generally 60 PSI or greater), whether pertaining to controlled access or non-controlled access installations, should contain the following additional information in the description of the permit.

- diameter
- wall thickness
- material specification
- minimum yield strength
- maximum operation pressure of the pipeline

2. With the exception of the maximum operation pressure of the pipeline, this information is to be supplied for both the carrier pipe and the casing.
3. Assurance must also be given that the installation material and design meet the minimum Federal Safety Standards for Liquid and Gas Pipe Lines. Assurance must be provided on company letterhead and signed by an authorized representative of the company.

4. Petroleum Pipelines:

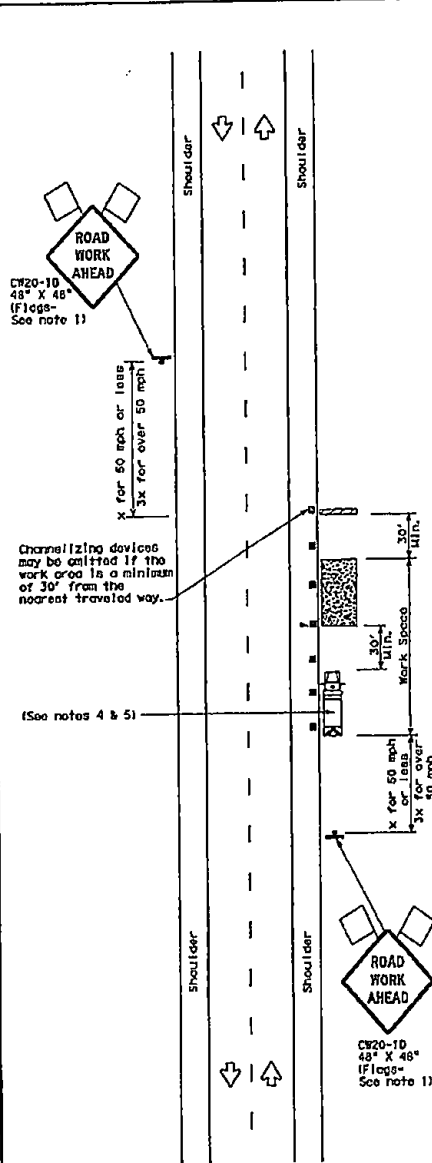
<u>Type of Pipeline</u>	<u>Depth (below deepest ditch grade)</u>	<u>Special Requirements</u>
Encased Pipe	Less than 10'	Must be covered with concrete pad at least 36" deep
Encased Pipe	Greater than 10'	No concrete pad required
Non-Cased Pipe	Less than 10'	Must be covered with concrete pad at least 48" deep
Non-Cased Pipe	Greater than 10'	No concrete pad required

Concrete pad shall be minimum of 3" thick and width shall be pipe diameter plus 18" minimum.

5. Under no circumstances will a pipeline be installed parallel to a County Road within the Right-of-Way. Transmission lines have been determined to be petroleum pipelines (which includes natural gas lines) and shall not be parallel to a County Road.
6. Natural Gas Distribution is a line that serves the final customer.

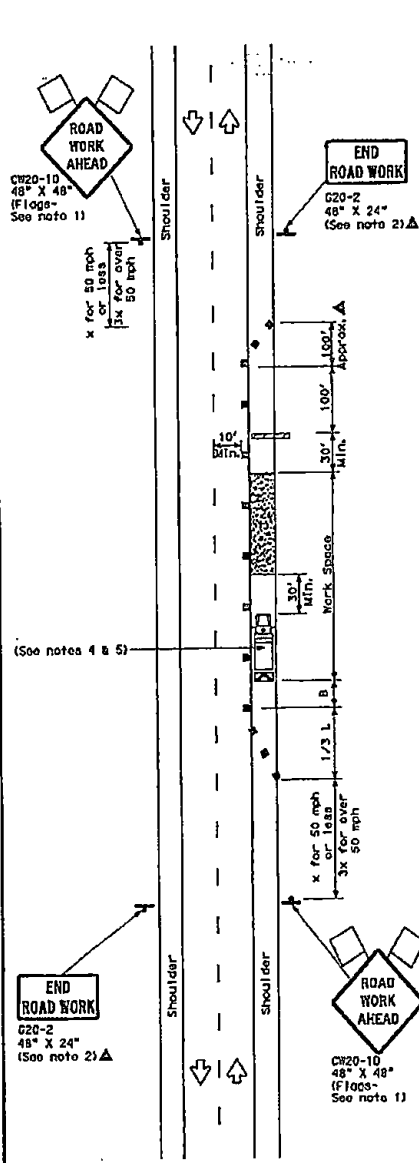
DISCLAIMER: The use of this standard is governed by the Texas Engineering Practices Act. No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the use of this standard in any other state or for incorrect results or consequences resulting from its use.

DATE: FILE:



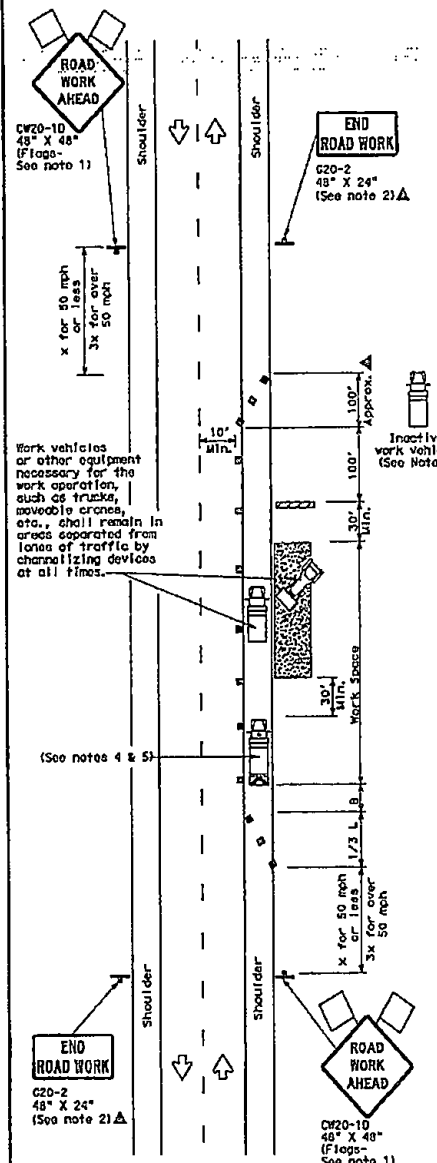
TCP (2-1a)

WORK SPACE NEAR SHOULDER
Conventional Roads



TCP (2-1b)

WORK SPACE ON SHOULDER
Conventional Roads



TCP (2-1c)

WORK VEHICLES ON SHOULDER
Conventional Roads

LEGEND			
Type 3 Barricade	Channelizing Devices	Truck Mounted Attenuator (TMA)	Portable Changeable Message Sign (PCMS)
Heavy Work Vehicle	Trailer Mounted Flashing Arrow Board	Traffic Flow	Flag
Sign	Flag	Flag	Flag

Posted Speed	Formula	Minimum Desirable Taper Lengths	Suggested Maximum Spacing of Channelizing Devices	Minimum Sign Spacing	Suggested Longitudinal Buffer Space
30		10' 11' 12' Offset/Offset/Offset	On a Taper On a Taper	On a Taper	On a Taper
35	L = WS ²	150' 165' 180'	30' 30'	60'	120'
40		205' 225' 245'	35' 35'	70'	140'
45		265' 295' 320'	40' 40'	80'	160'
50		330' 365' 395'	45' 45'	90'	180'
55	L = WS	400' 440' 480'	50' 50'	100'	200'
60		470' 515' 560'	55' 55'	110'	220'
65		540' 595' 645'	60' 60'	120'	240'
70		610' 675' 735'	65' 65'	130'	260'
75		680' 755' 825'	70' 70'	140'	280'

* Conventional Roads Only
** Taper lengths have been rounded off.
L = Length of Taper (FT) B = Width of Offset (FT) S = Posted Speed (MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY

- GENERAL NOTES
- Flags attached to signs where shown, are REQUIRED.
 - All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated in the plans, or for routine maintenance work, when approved by the Engineer.
 - Stockpiled material should be placed a minimum of 50 feet from nearest traveled way.
 - Shadow Vehicle with TMA and high intensity rotating, flashing, oscillating or strobe lights. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
 - Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect a wider work space.
 - See TCP (5-1) for shoulder work on divided highways, expressways and freeways.
 - Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
 - CW21-5 "SHOULDER WORK" signs may be used in place of CW21-10 "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

Texas Department of Transportation
Traffic Operations Division

TRAFFIC CONTROL PLAN
CONVENTIONAL ROAD
SHOULDER WORK

TCP (2-1)-12

REVISIONS		DATE	BY	CHK	APP	REMARKS
2-94	2-12					
8-95						
1-97						
4-99						



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Road and Bridge NUMBER: CC 2017 - Utility Permit - Wellborn SUD - N. Dowling Road - Crossing 150 feet SE of Rock Prairie Rd

DATE OF COURT MEETING: 1/17/2017

ITEM: Consider and take action on the Wellborn Special Utility District utility permit to construct a road bore for a 16-inch water line crossing N. Dowling Road 150 feet southeast of Rock Prairie Road. Crossing will be encased with 24-inch steel casing and maintain a minimum depth of 48 inches below ditch flowline. Site is located in Precinct 1.

TO: Commissioners Court

FROM: Darrell Kolwes

DATE: 01/12/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
<u>Utility Permit - Wellborn SUD - N. Dowling Road - Crossing 150 feet SE of Rock Prairie Rd.pdf</u>	Utility Permit - Wellborn SUD - N. Dowling Road - Crossing 150 feet SE of Rock Prairie Rd	Backup Material

**BRAZOS COUNTY
COMMISSIONERS' COURT
ACTION FORM**

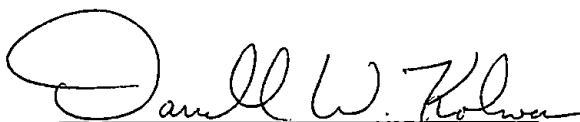
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MEETING DATE: January 17, 2017

SUBJECT: Utility Permit – Wellborn Special Utility District

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SUBMITTED BY:



Darrell W. Kolwes
Right of Way Agent

ACKNOWLEDGED BY:



Steve Aldrich
Commissioner Precinct 1

This request is ☒ **APPROVED** / ☐ **DENIED** by Commissioners' Court



Duane Peters, County Judge

DATE: 1/17/17

APPLICATION FOR WATER UTILITY PERMIT
DESIGNATING PLACEMENT OF UTILITY IN COUNTY RIGHT OF WAY

TO: THE COUNTY ENGINEER OF BRAZOS COUNTY, TEXAS

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[state] Corporation, with authority to transact business in Texas, acting by and through its duly authorized representative, and hereby petitions the County Engineer for the right to lay, construct, maintain, repair and/or operate a gas facility under, over, across and/or along certain County Roads as shown on drawings and diagrams attached hereto and said location described as follows:

Facility to Cross Road

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Facility to Parallel County Road Within Right-Of-Way

Road Name and Block Number	From	To	Depth	Distance

CONSTRUCTION TYPE

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Material Specification SDR 18 RESTRAINED JOINT PVC

Maximum Operation Pressure 125 PSI

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expense arising in any manner on account of the exercise or attempted exercise by said holder of the aforesaid rights and privileges.

Any deviation from these specifications must be approved by Brazos County Engineer's Office or its designated representative.

Approval of County Engineer's Office may take as long as two weeks after complete application is received.

Applicant agrees to comply with all rules of the County Commissioners and the County Engineer in construction of said installation attached hereto as **BRAZOS COUNTY DESIGN STANDARDS AND SAFETY PRECAUTION REQUIREMENTS FOR WORK CONDUCTED IN BRAZOS COUNTY RIGHTS OF WAY** and incorporated herein for reference.

In the event Company fails to obtain a permit prior to the installation or does not install utilities in compliance with installation requirements set forth herein (i.e. depth, location, etc), Company assumes all financial responsibility for damages and/or destruction of lines, cables, etc. based upon its failure to comply with Brazos County requirements.

Applicant agrees that if Brazos County demonstrates a violation of the terms of this policy, Applicant stipulates that requisites for injunctive relief exist and that Brazos County is entitled to relief enjoining any conduct by applicant which is contrary to the policies.

This permit is a revocable permit. Brazos County reserves the right to revoke this permit at any time, in the sole discretion of Brazos County, for interests of public health, safety or welfare, or for failure to repair any damages upon demand, or for any other reason deemed sufficient by Brazos County.

In the event Company fails to comply with any or all of the requirements as set forth herein, the County may take such action as it deems appropriate to compel compliance. The County Engineer further retains the right to revoke this Permit by verbal notification to the Applicant/Company.

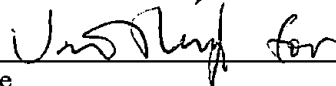
Failure to obtain this permit and/or notify the County Engineer's Office within 24 hours of beginning construction shall constitute grounds for job shutdown.

By signing below, I certify that I am authorized to represent the Company listed below, and that the Company agrees to the conditions/provisions included in this permit.

TECHNICAL CONTACT:
WINN PROFESSIONAL ENGINEERS
WALTER T. WINN, JR., P.E.
P.O. BOX 2727
LONGVIEW, TX 75606
(903) 553-0500
TWINN@WINNPEC.COM

WELLBORN SUD

Company Name STEPHEN CAST

By: 

Signature GENERAL MANAGER

Title 4118 GREENS PRAIRIE RD.

Address WELLBORN TX 77881

City (979) 690-9799 State Zip

Phone Number WSUD.SC@VERIZON.NET

Email:

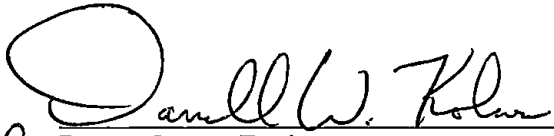
WATER UTILITY APPROVAL

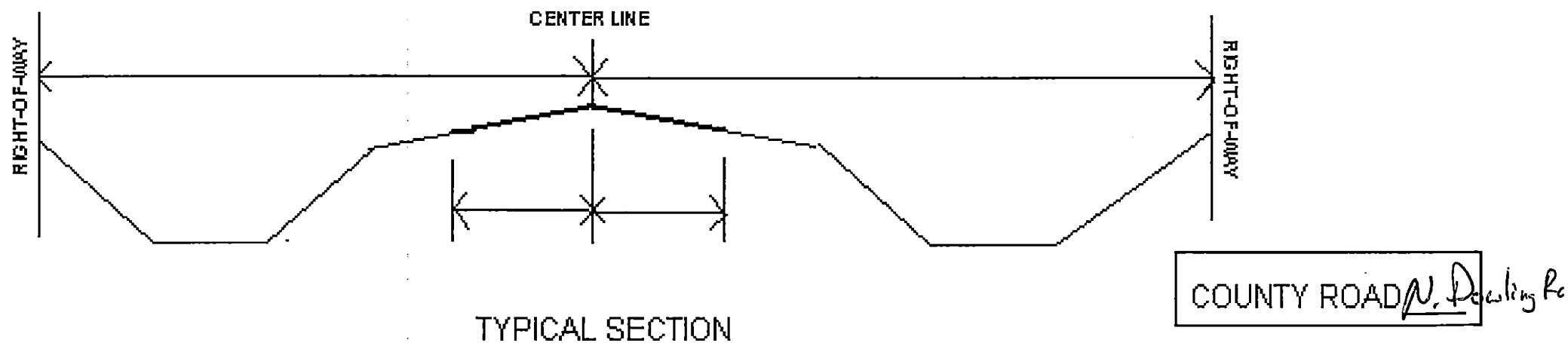
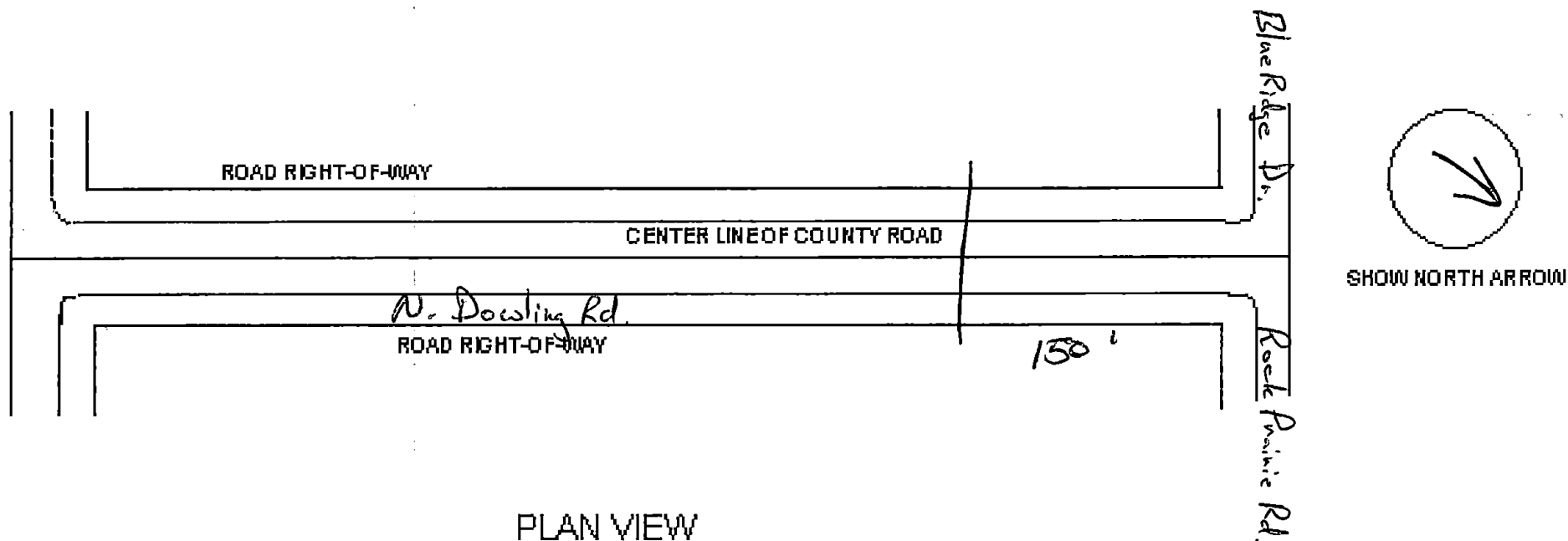
Brazos County offers no objection to the proposed location of the utility in the County right of way as shown by accompanying drawings and notice dated 1-4-17 except as noted below:

(Month/Day/Year)

EXCEPTIONS:

None


for Brazos County Engineer



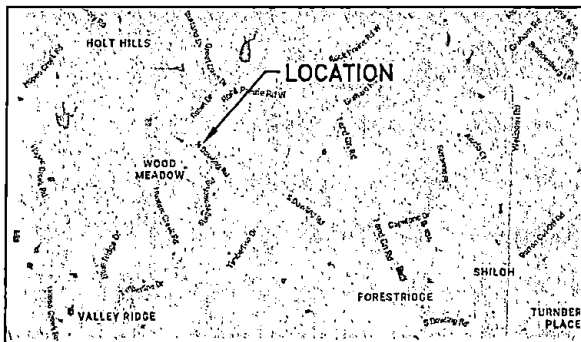
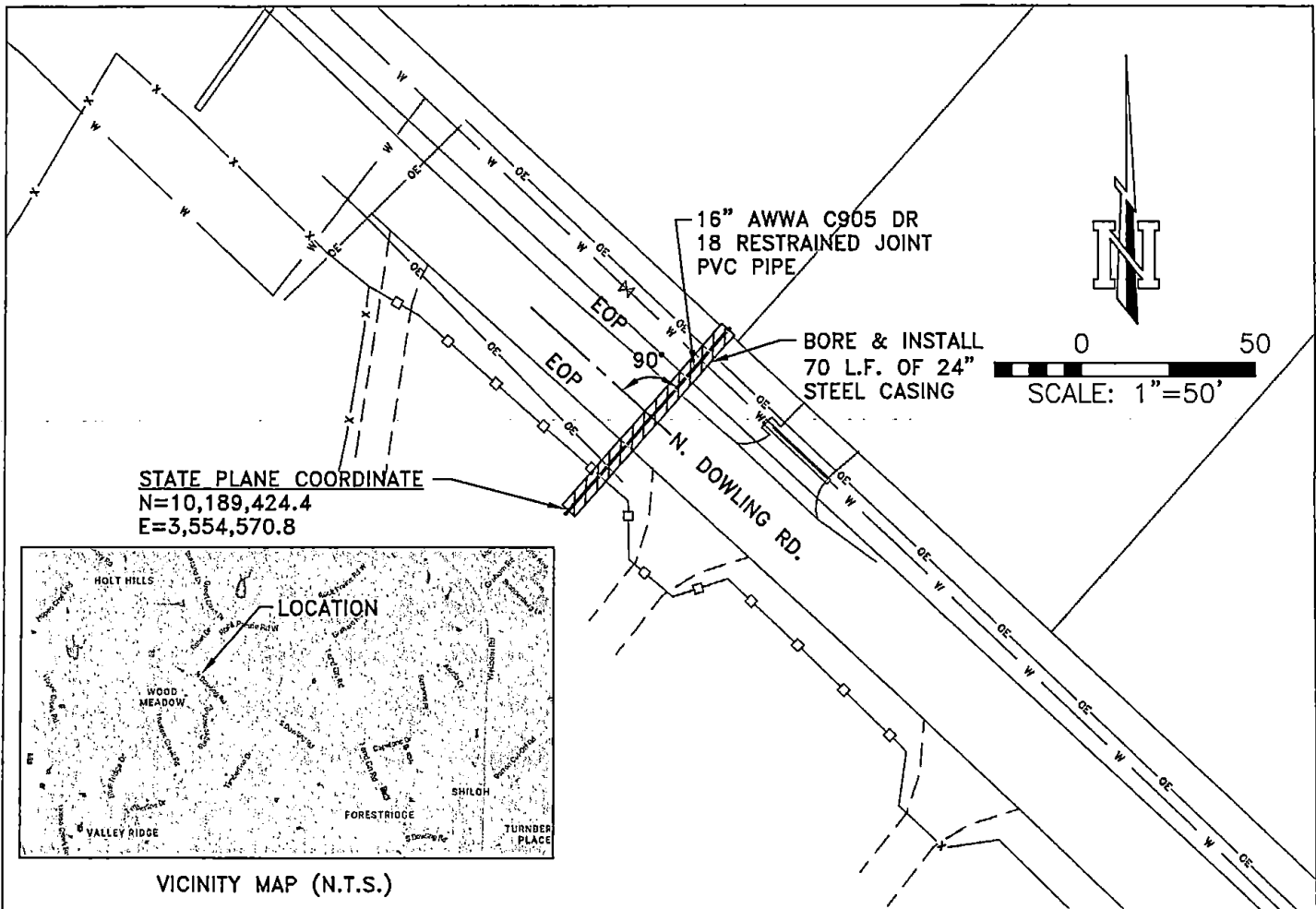
1. IN CROSSING ROAD OR GOING ALONG RIGHT-OF-WAY, SHOW DEPTH & LOCATION OF CONSTRUCTION IN TYPE SECTION & PLAN
2. IN PLAN VIEW SHOW DISTANCE FROM YOUR CONSTRUCTION TO NEAREST INTERSECTION
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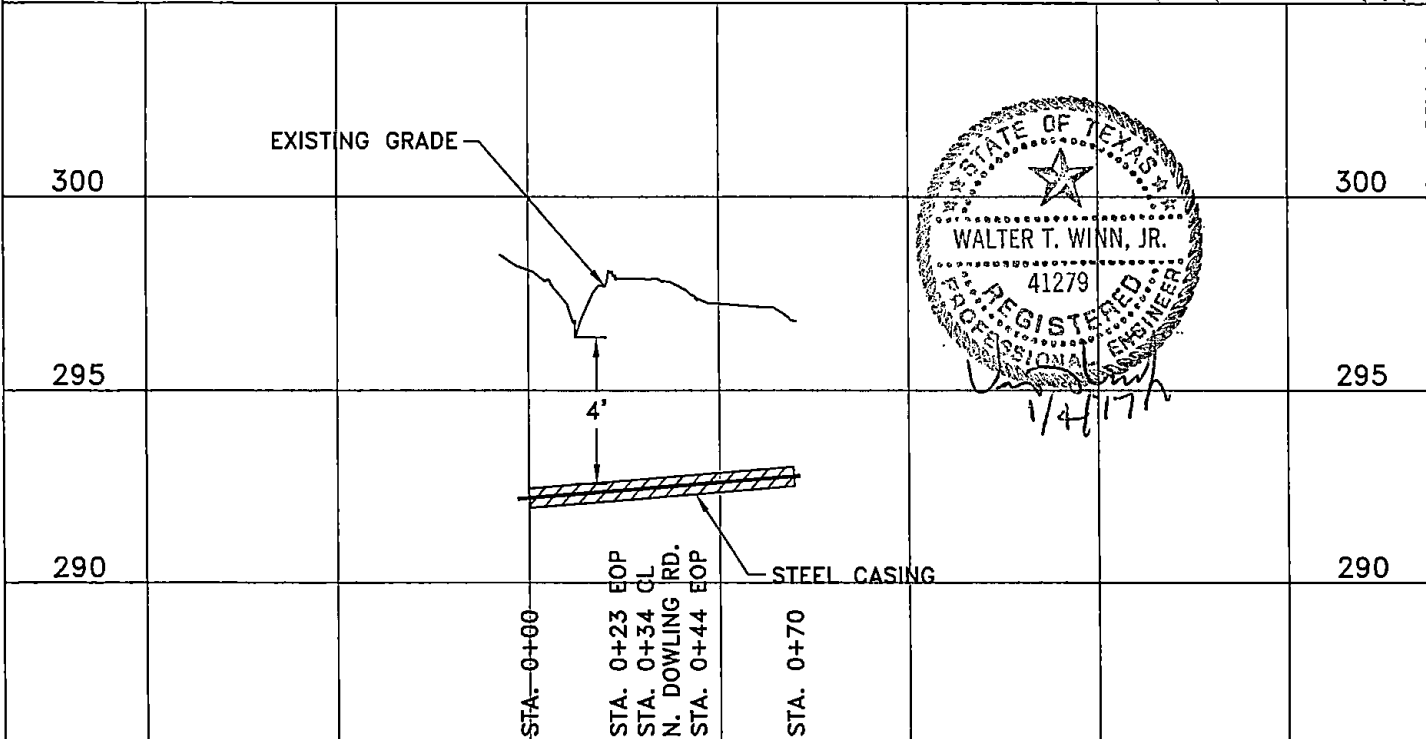
Google earth

feet
meters





VICINITY MAP (N.T.S.)



WINN PROFESSIONAL ENGINEERS
AND
CONSTRUCTORS, LLC

505 Padon
P.O. Box 2727
Longview, Texas 75606
T. 903-553-0500
F. 903-553-0555
www.winnpec.com
Firm # F-7846

WELLBORN SUD

N. DOWLING ROAD
NO. 1
ROAD CROSSING

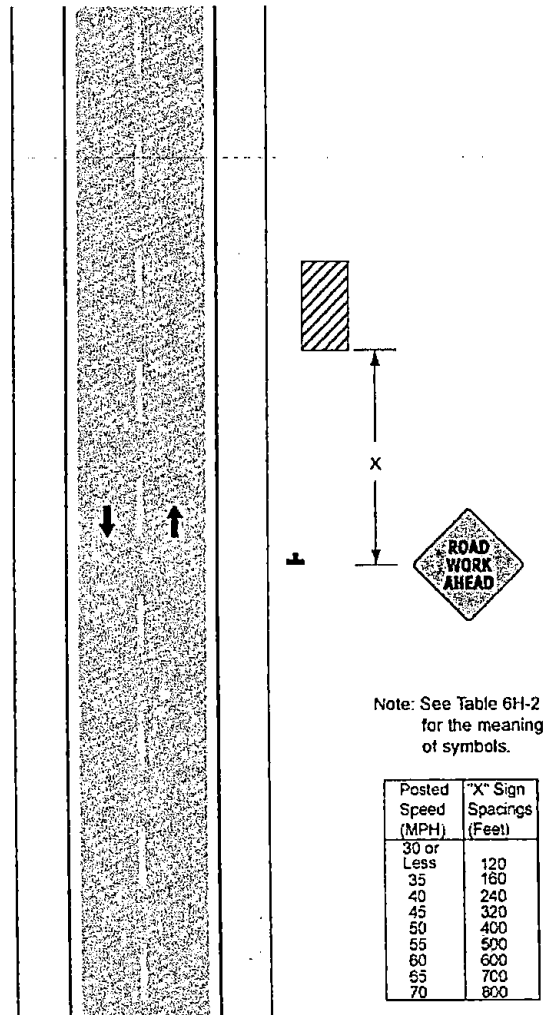
SHEET
1
OF
1

**TEMPORARY TRAFFIC CONTROL PLAN
N DOWLING RD NO. 1 WATER LINE CROSSING
BRAZOS COUNTY**

This temporary traffic control plan is to be implemented by the construction contractor (Contractor) for the water line crossing of N Dowling Rd 150 feet southeast of Rock Prairie Rd in Brazos County, Texas. This plan is intended to comply with the Texas Manual of Uniform Traffic Control Devices (MUTCD) published by the Texas Department of Transportation (TxDOT). The Contractor is expected to obtain a copy of this manual or make use of the MUTCD postings on the TxDOT website (www.dot.state.tx.us/business/manuals_publications.htm).

The work will include boring from property line to property line beneath the roadway and open excavation outside the property line. Thus, all work will be in accordance with the conditions described in the MUTCD under Typical Application 1 – Work Beyond the Shoulder. One sign with the legend “UTILITY WORK AHEAD” (MUTCD Sign CW21-7) shall be installed on both approaching sides of the roadway 160’ from the location of the crossing as shown in the attached MUTCD Figure 6H-1.

Figure 6H-1. Work Beyond the Shoulder (TA-1)



Typical Application 1

**BRAZOS COUNTY ROADWAY SAFETY AND ROAD
PRESERVATION STANDARDS FOR WORK CONDUCTED IN
BRAZOS COUNTY RIGHTS OF WAY**

A. General Requirements

1. Adequate drainage shall be maintained in ditches at all times.
2. Permittee will use best management practices ("BMP") (EPA and TCEQ both provide lists of examples of BMPs) to minimize erosion and sedimentation resulting from the proposed installation.
3. The permittee shall take precautions to avoid damage to property. All County Right of Way and property shall be restored to its original condition, as far as practical, in the opinion of the County Engineer or appointed representative.
4. The construction and maintenance of such utility shall not interfere with the property or rights of a prior occupant.
5. Permittee shall not interfere with other utilities located in the right of way. In the event damages occur, permittee will be liable to the County or other utilities running through the right of way.
6. County Engineer shall determine whether or not permittee's plans shall inconvenience the public. If it is determined that inconvenience to the public exists, then the County Engineer will decide whether such project will be allowed or if an alternative exists so as not to inconvenience the public.

B. Safety Requirements

1. Proper traffic control measures must be put in place prior to beginning work and remain in place during the duration of the job. All traffic control measures must follow the Texas Manual of Uniform Traffic Control Devices (TMUTCD). See Traffic Control Requirements below.
2. During construction, all safety regulations of the Texas Department of Transportation shall be observed.
3. Permittee must take such precautions and measures, including placing and displaying safety devices, as may be necessary, in order to safely conduct the public through the project area. Company shall provide flagmen, signs, signals or devices necessary to provide complete safety to the public.
4. Adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners.
5. No cable, conduit and/or pole line shall be laid, constructed, maintained and/or repaired so as to constitute a danger or hazard of any kind to persons or vehicles using such road. Any poles placed in the Right of Way for future installation shall be placed at the back of the Right of Way. Exceptions may be approved by the County Engineer.

C. Traffic Control Plan

1. A traffic control plan, pursuant to the TMUTCD or Engineered Traffic Control Plan must be provided for the following:
 - a. Any construction (i.e. pit, excavation, hole) left open overnight, requires specific nighttime traffic control measures pursuant to the TMUTCD;

- b. If construction is within ten (10) feet of the roadway; or
 - c. Any work performed in the road right-of-way;
2. Plan must be attached to the permit and kept at the job site any time work is being performed.
 3. Plan must set forth the time of completion for the job.

D. Design Standards

1. All overhead installations shall conform to clearance standards of the Texas Department of Transportation and the pole be placed in the designated area for power specified as set forth in the *Texas Utilities Code, Section 181.045*.
2. All pole installation (including lighting) shall be placed at the backside of the Right of Way to ensure safety to the public. Any pole placed in violation of this requirement will be required to be moved to the appropriate location at the company's expense. Exceptions may be approved by the County Engineer.
3. All underground installations shall (these are minimum depths – utility may place deeper):
 - a. be placed at a minimum depth of forty-eight (48) inches below the top of the pavement;
 - b. be at least thirty-six (36) inches below ditch flow line when installation is within the area measured from top of bank to top of bank;
 - c. be at least forty-eight (48) inches below ditch flow line if low pressure gas or petroleum lines. For high pressure gas and petroleum lines, see High Pressure Pipelines requirements listed below;
 - d. not be closer than ten (10) feet from the edge of pavement. Exceptions may apply in rights of way of less than 60 feet.
4. Water Lines: All water lines must be a minimum 36-inches below the ditch flow line and cased. Waterlines shall be cased if crossing under the roadway.
5. Utilities in all new developments that have 60 feet or greater of right of way shall be installed within designated locations based upon the type of utility. The locations shall be as follows: (measured from back of right-of-way).
 - Power – 0 to 2 feet, nominally 1'
 - Phone – 2 to 4 feet, nominally 3'
 - Gas – 4 to 6 feet, nominally 5'
 - Cable – 6 to 8 feet, nominally 7'
6. Utilities with less than 60 feet right-of-way in all new developments shall install the utility in a similar manner as referenced in No. 3 above; however, the County Engineer or its designated representative will provide final approval of each utility location.
7. The length of any trench to be opened in advance of the pipe, conduit or ducts may not be longer than 400' if left open over night or unattended.
8. Crossings under a county road shall:
 - a. be bored or jacked. ABSOLUTELY NO OPEN CUTS WITHIN COUNTY ROAD PAVEMENT;
 - b. be pressure grouted for the full length of the crossing *if* the annular space between pipe and casing and soil exceeds one (1) inch. Brazos County must be given 24 hours notice of pressure grouting operations and have the opportunity to have an inspector on site to observe pressure grouting operations;

- c. TxDOT Standard Specification Item 476 shall be followed for all boring, jacking, tunneling and joints.
9. Bore Pits:
- a. no pits shall remain open longer than 2 days;
 - b. all pits shall have proper traffic control measures in place. See Traffic Control Plan listed above.
 - c. pits shall NOT be located within ten (10) feet from the edge of pavement without prior approval from the County Engineer or his representative;
 - d. when pits are to remain open for more than 8 hours, due diligence will be used in protecting the spoil pile to prevent drainage problems;
 - e. based upon soil conditions, the County Engineer or his representative may require shoring to protect pavement integrity;
 - f. based upon soil conditions, the County Engineer or his representative may require pits be placed further from the edge of road.
10. Any installation within ten (10) feet of edge of pavement shall meet the following:
- a. location must be approved by the County Engineer or his representative
 - b. backfilled with cement stabilized material.
 - c. based upon soil conditions, the County Engineer or his representative may require shoring to protect pavement integrity.
 - d. all excess water and mud shall be removed from the trench prior to backfilling. Any backfill placed during a rainy period or at other times where excess water cannot be prevented from entering the trench will be considered TEMPORARY and shall be replaced with PERMANENT cement stabilized material as soon as weather permits;
 - e. all disturbed base and pavement materials shall be removed and restored to the satisfaction of the County Engineer or his representatives.
 - f. no side or lateral tamping to fill voids under the base and pavement materials is allowed.
11. Company must be careful to not jeopardize the slope or integrity of the shoulder of the road. In the event Company damages the slope, shoulder or any other portion of the right-of-way, Company will be responsible for repairing the damage and replacing the right-of-way to the condition it was prior to commencing construction.
12. Operation of construction and/or maintenance equipment on the traveled surface of any improved County road will not be permitted, except in an instance whereby the laying, construction, maintenance and/or repair of cables, conduits and/or pole lines cannot be accomplished by any other method and in this event all such equipment shall be of the rubber tire variety. Appropriate traffic control shall be provided meeting TMUTCD requirements.
13. In the event said construction and/or maintenance and/or repair requires Company to remove, cut or jeopardize any section of the road (asphalt, cement, road base, etc.), Company will be required to provide a performance bond or letter of credit securing necessary repairs. Said bond amount will be determined by the County Engineer.
14. The applicant shall submit a letter of "No Objection" from the Army Corps of Engineers for all designated wetlands and environmentally sensitive lands.

E. Emergency work

- 1. In the event Company is required to perform emergency services, that requires excavation in a County Right of Way, and unable to notify the County Engineer prior to conducting emergency repairs, Company

shall notify County Engineer within 24 hours of beginning construction/repairs. This will allow the County Engineer's Office an opportunity to inspect the site to ensure the integrity of the County Right of Way and traffic safety controls used.

F. Repairs to existing facilities

1. Maintenance and/or repair to existing cables, conduits, and/or pole lines which require disturbance of the soil, shall not be performed until plans describing such maintenance and/or repair have been approved by the County Engineer or its designated representative and a permit has been obtained.

G. Relocation of utilities

1. When and if the County Engineer determines that it is necessary for the construction, repair, improvement, alteration or relocation of all or any portion of said road, any or all poles, wires, pipes, cables or other facilities and appurtenances authorized hereunder, shall be removed from said road, or reset or relocated thereon, as required by the County Engineer within a reasonable time as determined by the County Engineer and Utility Company, and at the expense of the Utility Company.

H. High Pressure Pipelines

1. All utility Permits for high pressure pipelines (generally 60 PSI or greater), whether pertaining to controlled access or non-controlled access installations, should contain the following additional information in the description of the permit.
 - diameter
 - wall thickness
 - material specification
 - minimum yield strength
 - maximum operation pressure of the pipeline
2. With the exception of the maximum operation pressure of the pipeline, this information is to be supplied for both the carrier pipe and the casing.
3. Assurance must also be given that the installation material and design meet the minimum Federal Safety Standards for Liquid and Gas Pipe Lines. Assurance must be provided on company letterhead and signed by an authorized representative of the company.

4. Petroleum Pipelines:

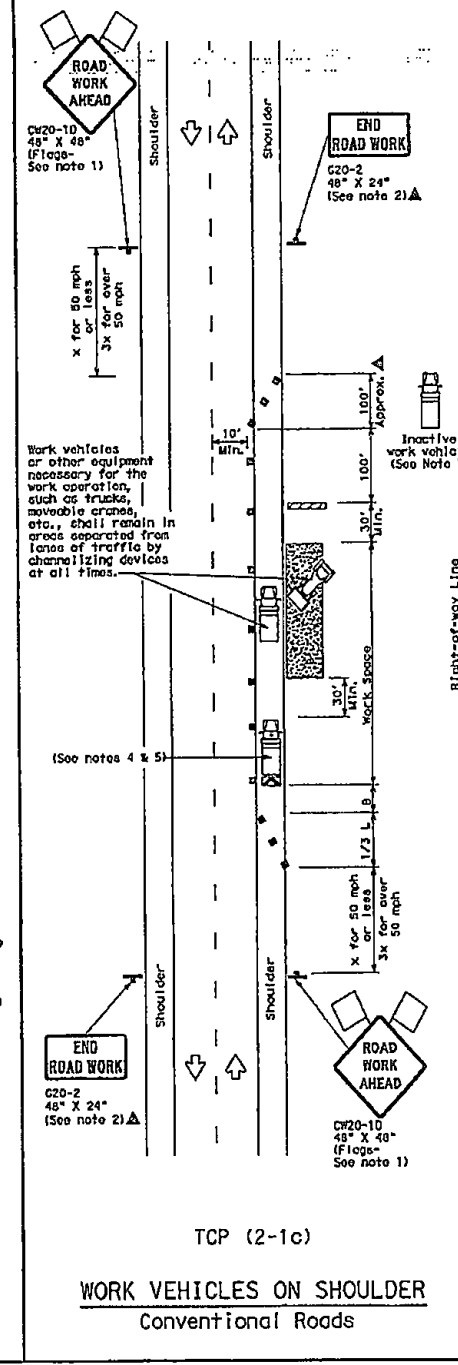
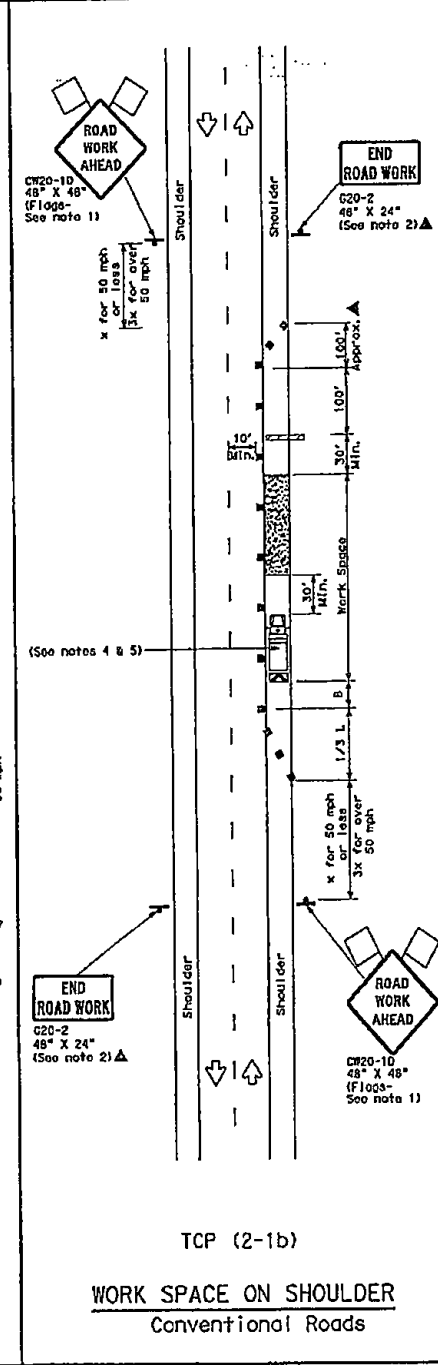
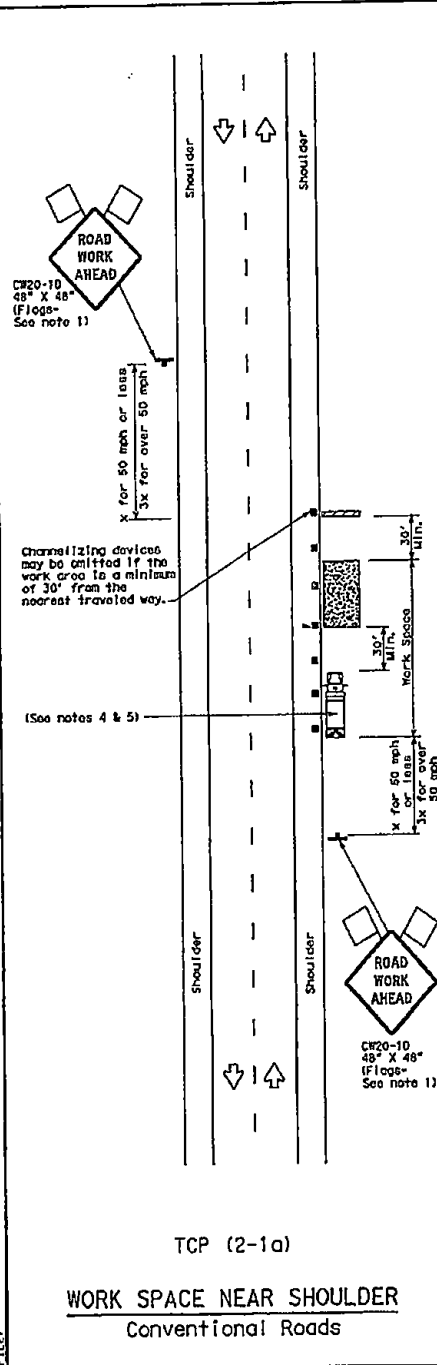
<u>Type of Pipeline</u>	<u>Depth (below deepest ditch grade)</u>	<u>Special Requirements</u>
Encased Pipe	Less than 10'	Must be covered with concrete pad at least 36" deep
Encased Pipe	Greater than 10'	No concrete pad required
Non-Cased Pipe	Less than 10'	Must be covered with concrete pad at least 48" deep
Non-Cased Pipe	Greater than 10'	No concrete pad required

Concrete pad shall be minimum of 3" thick and width shall be pipe diameter plus 18" minimum.

5. Under no circumstances will a pipeline be installed parallel to a County Road within the Right-of-Way. Transmission lines have been determined to be petroleum pipelines (which includes natural gas lines) and shall not be parallel to a County Road.
6. Natural Gas Distribution is a line that serves the final customer.

DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by the Department of Transportation for any purpose whatsoever. The user assumes all responsibility for the consequences of any use of this standard or for incorrect results or damages resulting from its use.

DATE: FILE:



LEGEND

Type 3 Barricade	Channelizing Devices
Heavy Work Vehicle	Truck Mounted Attenuator (TMA)
Trailer Mounted Flashing Arrow Board	Portable Changeable Message Sign (PCMS)
Sign	Traffic Flow
Flag	Flagger

Posted Speed #	Formula	Minimum Desirable Taper Lengths	Suggested Maximum Spacing of Channelizing Devices	Minimum Sign Spacing Distance	Suggested Longitudinal Buffer Space
30	L = WS ² / 60	10' Offset	On a Taper	On a Taper	120'
35		11' Offset	On a Taper	On a Taper	160'
40		12' Offset	On a Taper	On a Taper	240'
45		13' Offset	On a Taper	On a Taper	320'
50		14' Offset	On a Taper	On a Taper	400'
55	L = WS	15' Offset	On a Taper	On a Taper	500'
60		16' Offset	On a Taper	On a Taper	600'
65		17' Offset	On a Taper	On a Taper	700'
70		18' Offset	On a Taper	On a Taper	800'
75		19' Offset	On a Taper	On a Taper	900'

* Conventional Roads Only
 ** Taper lengths have been rounded off.
 L=Length of Taper (FT) W=Width of Offset (FT) S=Posted Speed (MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY

GENERAL NOTES

- Flags attached to signs where shown, are REQUIRED.
- All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated in the plans, or for routine maintenance work, when approved by the Engineer.
- Stockpiled material should be placed a minimum of 50 feet from nearest traveled way.
- Shadow Vehicle with TMA and high intensity rotating, flashing, oscillating or strobe lights. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
- Additional Shadow Vehicles with TMA may be positioned off the paved surface, next to those shown in order to protect a wider work space.
- See TCP (5-1) for shoulder work on divided highways, expressways and freeways.
- Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
- CW21-5 "SHOULDER WORK" signs may be used in place of CW21-10 "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

Texas Department of Transportation
 Traffic Operations Division

**TRAFFIC CONTROL PLAN
 CONVENTIONAL ROAD
 SHOULDER WORK**

TCP (2-1)-12

© TMSI December 1985	REV. 1985	REV. 1985	REV. 1985	REV. 1985
2-94	2-12			
8-93				
1-97				
4-98				
161				



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Road and Bridge NUMBER: CC 2017 - Utility Permit - Wellborn SUD - S. Dowling Road - Crossing 40 feet NW of Country Meadows L

DATE OF COURT MEETING: 1/17/2017

ITEM: Consider and take action on the Wellborn Special Utility District utility permit to construct a road bore for a 16-inch water line crossing S. Dowling Road 40 feet northwest of Country Meadows Lane. Crossing will be encased with 24-inch steel casing and maintain a minimum depth of 48 inches below ditch flowline. Site is located in Precinct 1.

TO: Commissioners Court

FROM: Darrell Kolwes

DATE: 01/12/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
Utility Permit - Wellborn SUD - S. Dowling Road - Crossing 40 feet NW of Country Meadows Lane.pdf	Utility Permit - Wellborn SUD - S. Dowling Road - Crossing 40 feet NW of Country Meadows Lane	Backup Material

19

**BRAZOS COUNTY
COMMISSIONERS' COURT
ACTION FORM**

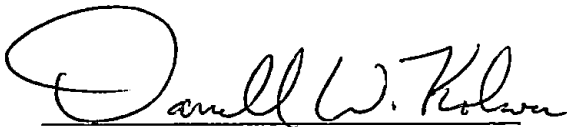
DEPARTMENT: Road & Bridge

MEETING DATE: January 17, 2017

SUBJECT: Utility Permit – Wellborn Special Utility District

Consider and take action on the Wellborn Special Utility District utility permit to construct a road bore for a 16-inch water line crossing S. Dowling Road 40 feet northwest of Country Meadows Lane. Crossing will be encased with 24-inch steel casing and maintain a minimum depth of 48 inches below ditch flowline. Site is located in Precinct 1.

SUBMITTED BY:




Darrell W. Kolwes
Right of Way Agent

ACKNOWLEDGED BY:



Steve Aldrich
Commissioner Precinct 1

This request is ☒ APPROVED / ☐ DENIED by Commissioners' Court



Duane Peters, County Judge

DATE: 1/17/17

APPLICATION FOR WATER UTILITY PERMIT
DESIGNATING PLACEMENT OF UTILITY IN COUNTY RIGHT OF WAY

TO: THE COUNTY ENGINEER OF BRAZOS COUNTY, TEXAS

Pursuant to the Texas Utility Code, Section 181.024, comes now WELLBORN SPECIAL
UTILITY DISTRICT [company name], hereinafter referred to as "Company" a TEXAS
[state] Corporation, with authority to transact business in Texas, acting by and through its duly authorized representative, and hereby petitions the County Engineer for the right to lay, construct, maintain, repair and/or operate a gas facility under, over, across and/or along certain County Roads as shown on drawings and diagrams attached hereto and said location described as follows:

Facility to Cross Road

Road Name & Block Number	Length of Crossing	TYPE OF CONSTRUCTION (CHECK ONE)			
		Bored	Jacked	Driven	Cased
S. DOWLING RD	70'	X	X		X

Facility to Parallel County Road Within Right-Of-Way

Road Name and Block Number	From	To	Depth	Distance

CONSTRUCTION TYPE

16" Diameter 0.25" Wall Thickness 24" STEEL ENCASEMENT PIPE

Material Specification SDR 18 RESTRAINED JOINT PVC

Maximum Operation Pressure 125 PSI

The location and description of the proposed installation and appurtenances must be fully shown on the attached detailed drawings.

SEE ATTACHED PLAN/PROFILE DRAWING

The Company shall commence actual construction/work in good faith within 60 days from the date of said permit and shall complete said construction /work within 90 working days. **(COMPANY MUST FILL IN)**. If such construction is not begun by the 60th day, Company will be required to apply for a new permit.

Company declares that prior to filing this application, it has ascertained the location of all existing utilities, both aerial and underground, and the filing of this application is prima facie evidence that the proposed installation will not conflict with any existing utility.

A copy of this permit shall be kept at the job site any time work is being performed.

It is expressly stipulated that this Permit is a license for permissive use only and that the placing of facilities upon public property pursuant to this permit shall not operate to create or vest any property right in said holder.

It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the County's right, title and interest in the land to be entered upon and used by the holder and the holder will at all times assume risk of and indemnify, defend and save harmless Brazos County from and against any and all loss, damages, cost or

expense arising in any manner on account of the exercise or attempted exercise by said holder of the aforesaid rights and privileges.

Any deviation from these specifications must be approved by Brazos County Engineer's Office or its designated representative.

Approval of County Engineer's Office may take as long as two weeks after complete application is received.

Applicant agrees to comply with all rules of the County Commissioners and the County Engineer in construction of said installation attached hereto as **BRAZOS COUNTY DESIGN STANDARDS AND SAFETY PRECAUTION REQUIREMENTS FOR WORK CONDUCTED IN BRAZOS COUNTY RIGHTS OF WAY** and incorporated herein for reference.

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Applicant agrees that if Brazos County demonstrates a violation of the terms of this policy, Applicant stipulates that requisites for injunctive relief exist and that Brazos County is entitled to relief enjoining any conduct by applicant which is contrary to the policies.

This permit is a revocable permit. Brazos County reserves the right to revoke this permit at any time, in the sole discretion of Brazos County, for interests of public health, safety or welfare, or for failure to repair any damages upon demand, or for any other reason deemed sufficient by Brazos County.

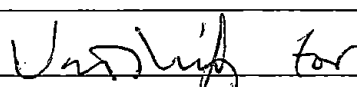
In the event Company fails to comply with any or all of the requirements as set forth herein, the County may take such action as it deems appropriate to compel compliance. The County Engineer further retains the right to revoke this Permit by verbal notification to the Applicant/Company.

Failure to obtain this permit and/or notify the County Engineer's Office within 24 hours of beginning construction shall constitute grounds for job shutdown.

By signing below, I certify that I am authorized to represent the Company listed below, and that the Company agrees to the conditions/provisions included in this permit.

TECHNICAL CONTACT:
WINN PROFESSIONAL ENGINEERS
WALTER T. WINN, JR., P.E.
P.O. BOX 2727
LONGVIEW, TX 75606
(903) 553-0500
TWINN@WINNPEC.COM

WELLBORN SUD

Company Name	STEPHEN CAST		
By:			
Signature	GENERAL MANAGER		
Title	4118 GREENS PRAIRIE RD.		
Address	WELLBORN	TX	77881
City	(979) 690-9799	State	Zip
Phone Number	WSUD.SC@VERIZON.NET		
Email:			


WATER UTILITY APPROVAL

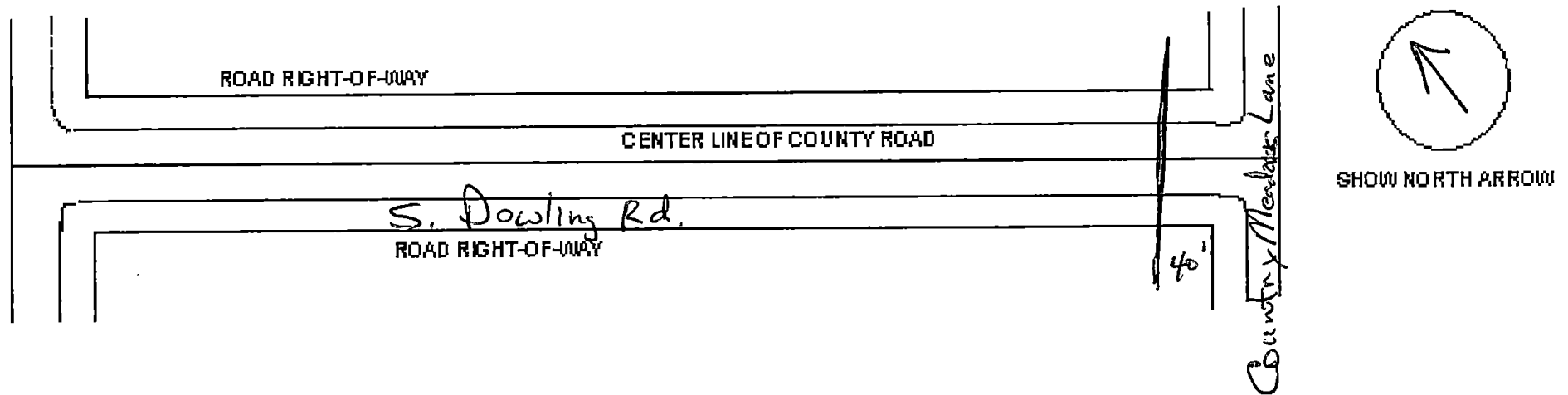
Brazos County offers no objection to the proposed location of the utility in the County right of way as shown by accompanying drawings and notice dated 1-4-17 except as noted below:

(Month/Day/Year)

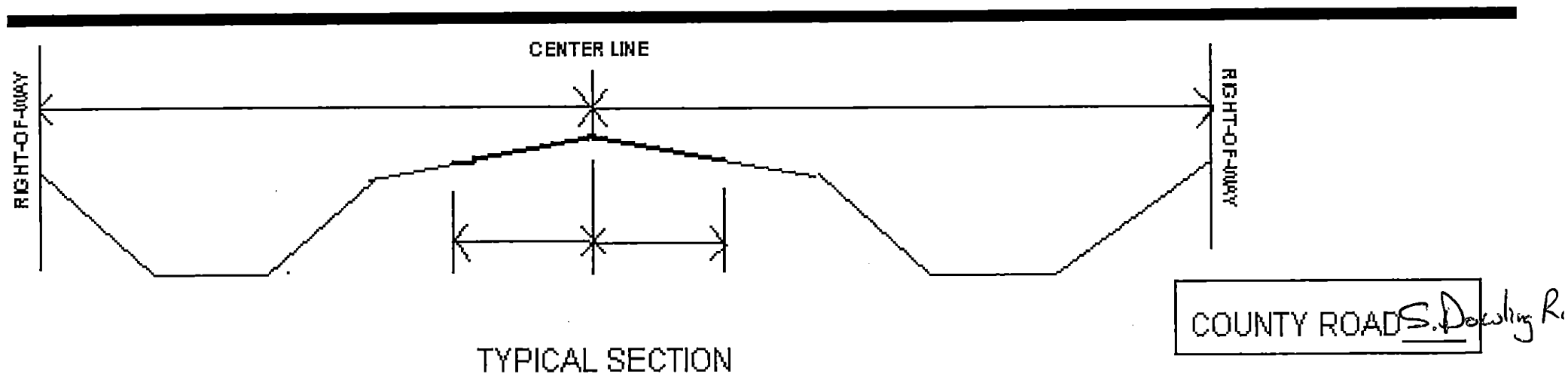
EXCEPTIONS:

None


for Daniel W. Kolwe
Brazos County Engineer



PLAN VIEW



TYPICAL SECTION

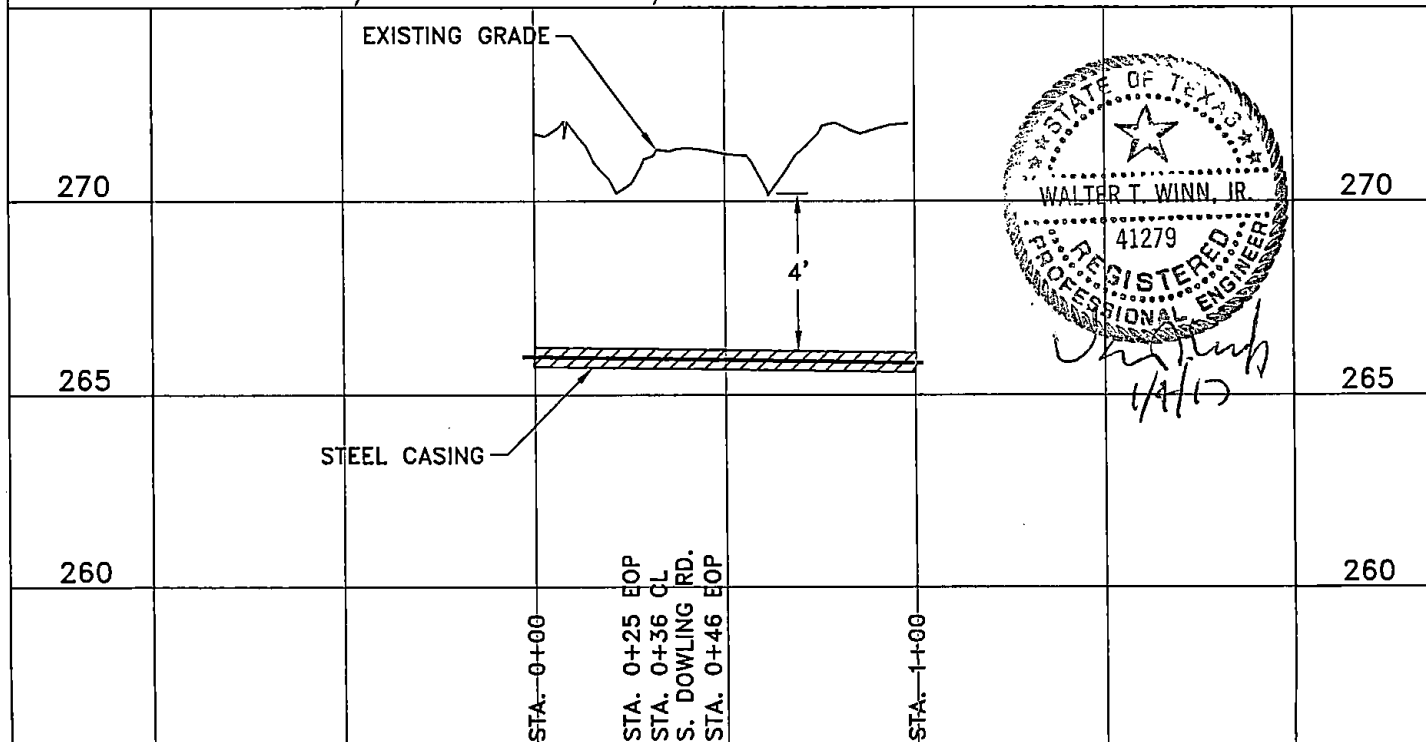
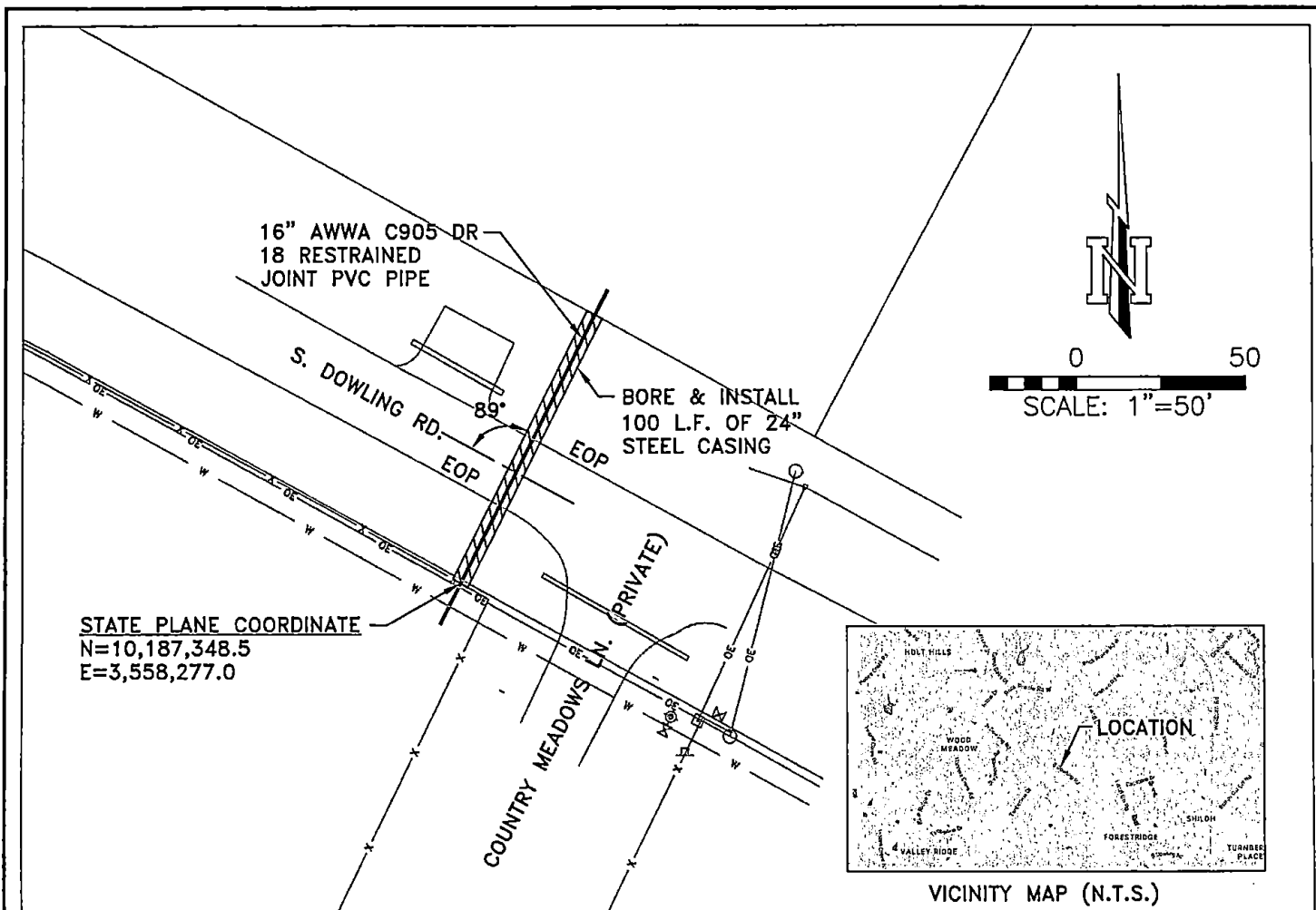
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Google earth

feet
meters





WINN PROFESSIONAL ENGINEERS
AND
CONSTRUCTORS, LLC

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www.winnpec.com
Firm # F-7846

WELLBORN SUD

S. DOWLING ROAD
ROAD CROSSING

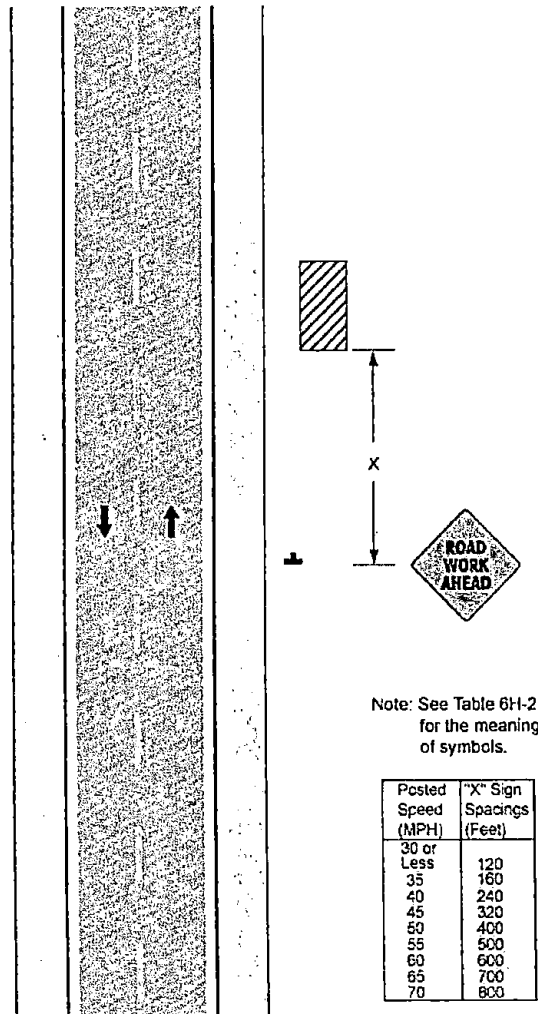
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**TEMPORARY TRAFFIC CONTROL PLAN
S DOWLING RD WATER LINE CROSSING
BRAZOS COUNTY**

This temporary traffic control plan is to be implemented by the construction contractor (Contractor) for the water line crossing of S Dowling Rd 40 feet northwest of Country Meadows Ln in Brazos County, Texas. This plan is intended to comply with the Texas Manual of Uniform Traffic Control Devices (MUTCD) published by the Texas Department of Transportation (TxDOT). The Contractor is expected to obtain a copy of this manual or make use of the MUTCD postings on the TxDOT website (www.dot.state.tx.us/business/manuals_publications.htm).

The work will include boring from property line to property line beneath the roadway and open excavation outside the property line. Thus, all work will be in accordance with the conditions described in the MUTCD under Typical Application 1 – Work Beyond the Shoulder. One sign with the legend “UTILITY WORK AHEAD” (MUTCD Sign CW21-7) shall be installed on both approaching sides of the roadway 240’ from the location of the crossing as shown in the attached MUTCD Figure 6H-1.

Figure 6H-1. Work Beyond the Shoulder (TA-1)



Typical Application 1

**BRAZOS COUNTY ROADWAY SAFETY AND ROAD
PRESERVATION STANDARDS FOR WORK CONDUCTED IN
BRAZOS COUNTY RIGHTS OF WAY**

A. General Requirements

1. Adequate drainage shall be maintained in ditches at all times.
2. Permittee will use best management practices ("BMP") (EPA and TCEQ both provide lists of examples of BMPs) to minimize erosion and sedimentation resulting from the proposed installation.
3. The permittee shall take precautions to avoid damage to property. All County Right of Way and property shall be restored to its original condition, as far as practical, in the opinion of the County Engineer or appointed representative.
4. The construction and maintenance of such utility shall not interfere with the property or rights of a prior occupant.
5. Permittee shall not interfere with other utilities located in the right of way. In the event damages occur, permittee will be liable to the County or other utilities running through the right of way.
6. County Engineer shall determine whether or not permittee's plans shall inconvenience the public. If it is determined that inconvenience to the public exists, then the County Engineer will decide whether such project will be allowed or if an alternative exists so as not to inconvenience the public.

B. Safety Requirements

1. Proper traffic control measures must be put in place prior to beginning work and remain in place during the duration of the job. All traffic control measures must follow the Texas Manual of Uniform Traffic Control Devices (TMUTCD). See Traffic Control Requirements below.
2. During construction, all safety regulations of the Texas Department of Transportation shall be observed.
3. Permittee must take such precautions and measures, including placing and displaying safety devices, as may be necessary, in order to safely conduct the public through the project area. Company shall provide flagmen, signs, signals or devices necessary to provide complete safety to the public.
4. Adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners.
5. No cable, conduit and/or pole line shall be laid, constructed, maintained and/or repaired so as to constitute a danger or hazard of any kind to persons or vehicles using such road. Any poles placed in the Right of Way for future installation shall be placed at the back of the Right of Way. Exceptions may be approved by the County Engineer.

C. Traffic Control Plan

1. A traffic control plan, pursuant to the TMUTCD or Engineered Traffic Control Plan must be provided for the following:
 - a. Any construction (i.e. pit, excavation, hole) left open overnight, requires specific nighttime traffic control measures pursuant to the TMUTCD;

- b. If construction is within ten (10) feet of the roadway; or
 - c. Any work performed in the road right-of-way;
2. Plan must be attached to the permit and kept at the job site any time work is being performed.
 3. Plan must set forth the time of completion for the job.

D. Design Standards

1. All overhead installations shall conform to clearance standards of the Texas Department of Transportation and the pole be placed in the designated area for power specified as set forth in the *Texas Utilities Code, Section 181.045*.
2. All pole installation (including lighting) shall be placed at the backside of the Right of Way to ensure safety to the public. Any pole placed in violation of this requirement will be required to be moved to the appropriate location at the company's expense. Exceptions may be approved by the County Engineer.
3. All underground installations shall (these are minimum depths – utility may place deeper):
 - a. be placed at a minimum depth of forty-eight (48) inches below the top of the pavement;
 - b. be at least thirty-six (36) inches below ditch flow line when installation is within the area measured from top of bank to top of bank;
 - c. be at least forty-eight (48) inches below ditch flow line if low pressure gas or petroleum lines. For high pressure gas and petroleum lines, see High Pressure Pipelines requirements listed below;
 - d. not be closer than ten (10) feet from the edge of pavement. Exceptions may apply in rights of way of less than 60 feet.
4. Water Lines: All water lines must be a minimum 36-inches below the ditch flow line and cased. Waterlines shall be cased if crossing under the roadway.
5. Utilities in all new developments that have 60 feet or greater of right of way shall be installed within designated locations based upon the type of utility. The locations shall be as follows: (measured from back of right-of-way).
 - Power – 0 to 2 feet, nominally 1'
 - Phone – 2 to 4 feet, nominally 3'
 - Gas – 4 to 6 feet, nominally 5'
 - Cable – 6 to 8 feet, nominally 7'
6. Utilities with less than 60 feet right-of-way in all new developments shall install the utility in a similar manner as referenced in No. 3 above; however, the County Engineer or its designated representative will provide final approval of each utility location.
7. The length of any trench to be opened in advance of the pipe, conduit or ducts may not be longer than 400' if left open over night or unattended.
8. Crossings under a county road shall:
 - a. be bored or jacked. ABSOLUTELY NO OPEN CUTS WITHIN COUNTY ROAD PAVEMENT;
 - b. be pressure grouted for the full length of the crossing *if* the annular space between pipe and casing and soil exceeds one (1) inch. Brazos County must be given 24 hours notice of pressure grouting operations and have the opportunity to have an inspector on site to observe pressure grouting operations;

- c. TxDOT Standard Specification Item 476 shall be followed for all boring, jacking, tunneling and joints.
9. Bore Pits:
- a. no pits shall remain open longer than 2 days;
 - b. all pits shall have proper traffic control measures in place. See Traffic Control Plan listed above.
 - c. pits shall NOT be located within ten (10) feet from the edge of pavement without prior approval from the County Engineer or his representative;
 - d. when pits are to remain open for more than 8 hours, due diligence will be used in protecting the spoil pile to prevent drainage problems;
 - e. based upon soil conditions, the County Engineer or his representative may require shoring to protect pavement integrity;
 - f. based upon soil conditions, the County Engineer or his representative may require pits be placed further from the edge of road.
10. Any installation within ten (10) feet of edge of pavement shall meet the following:
- a. location must be approved by the County Engineer or his representative
 - b. backfilled with cement stabilized material.
 - c. based upon soil conditions, the County Engineer or his representative may require shoring to protect pavement integrity.
 - d. all excess water and mud shall be removed from the trench prior to backfilling. Any backfill placed during a rainy period or at other times where excess water cannot be prevented from entering the trench will be considered TEMPORARY and shall be replaced with PERMANENT cement stabilized material as soon as weather permits;
 - e. all disturbed base and pavement materials shall be removed and restored to the satisfaction of the County Engineer or his representatives.
 - f. no side or lateral tamping to fill voids under the base and pavement materials is allowed.
11. Company must be careful to not jeopardize the slope or integrity of the shoulder of the road. In the event Company damages the slope, shoulder or any other portion of the right-of-way, Company will be responsible for repairing the damage and replacing the right-of-way to the condition it was prior to commencing construction.
12. Operation of construction and/or maintenance equipment on the traveled surface of any improved County road will not be permitted, except in an instance whereby the laying, construction, maintenance and/or repair of cables, conduits and/or pole lines cannot be accomplished by any other method and in this event all such equipment shall be of the rubber tire variety. Appropriate traffic control shall be provided meeting TMUTCD requirements.
13. In the event said construction and/or maintenance and/or repair requires Company to remove, cut or jeopardize any section of the road (asphalt, cement, road base, etc.), Company will be required to provide a performance bond or letter of credit securing necessary repairs. Said bond amount will be determined by the County Engineer.
14. The applicant shall submit a letter of "No Objection" from the Army Corps of Engineers for all designated wetlands and environmentally sensitive lands.

E. Emergency work

- 1. In the event Company is required to perform emergency services, that requires excavation in a County Right of Way, and unable to notify the County Engineer prior to conducting emergency repairs, Company

shall notify County Engineer within 24 hours of beginning construction/repairs. This will allow the County Engineer's Office an opportunity to inspect the site to ensure the integrity of the County Right of Way and traffic safety controls used.

F. Repairs to existing facilities

1. Maintenance and/or repair to existing cables, conduits, and/or pole lines which require disturbance of the soil, shall not be performed until plans describing such maintenance and/or repair have been approved by the County Engineer or its designated representative and a permit has been obtained.

G. Relocation of utilities

1. When and if the County Engineer determines that it is necessary for the construction, repair, improvement, alteration or relocation of all or any portion of said road, any or all poles, wires, pipes, cables or other facilities and appurtenances authorized hereunder, shall be removed from said road, or reset or relocated thereon, as required by the County Engineer within a reasonable time as determined by the County Engineer and Utility Company, and at the expense of the Utility Company.

H. High Pressure Pipelines

1. All utility Permits for high pressure pipelines (generally 60 PSI or greater), whether pertaining to controlled access or non-controlled access installations, should contain the following additional information in the description of the permit.
 - diameter
 - wall thickness
 - material specification
 - minimum yield strength
 - maximum operation pressure of the pipeline
2. With the exception of the maximum operation pressure of the pipeline, this information is to be supplied for both the carrier pipe and the casing.
3. Assurance must also be given that the installation material and design meet the minimum Federal Safety Standards for Liquid and Gas Pipe Lines. Assurance must be provided on company letterhead and signed by an authorized representative of the company.

4. Petroleum Pipelines:

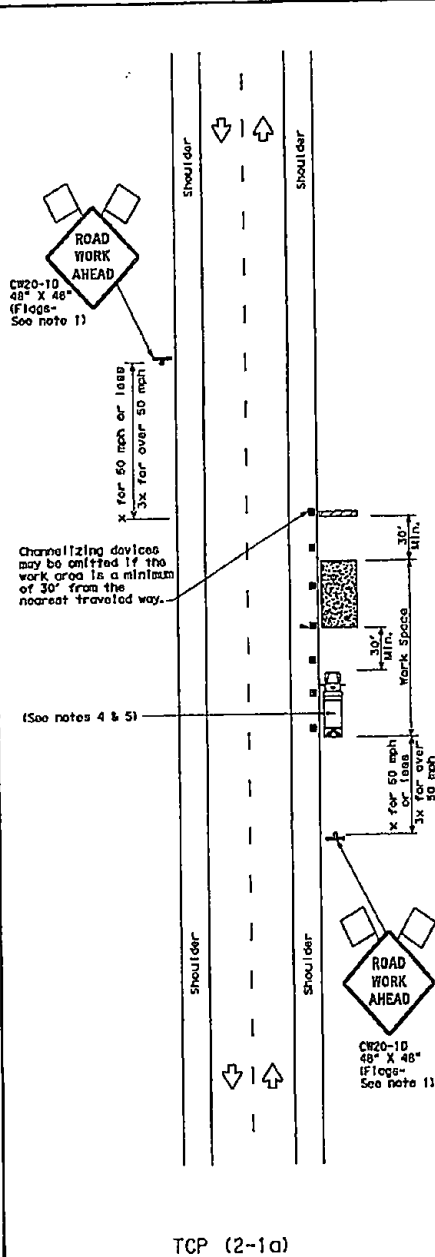
<u>Type of Pipeline</u>	<u>Depth (below deepest ditch grade)</u>	<u>Special Requirements</u>
Encased Pipe	Less than 10'	Must be covered with concrete pad at least 36" deep
Encased Pipe	Greater than 10'	No concrete pad required
Non-Cased Pipe	Less than 10'	Must be covered with concrete pad at least 48" deep
Non-Cased Pipe	Greater than 10'	No concrete pad required

Concrete pad shall be minimum of 3" thick and width shall be pipe diameter plus 18" minimum.

5. Under no circumstances will a pipeline be installed parallel to a County Road within the Right-of-Way. Transmission lines have been determined to be petroleum pipelines (which includes natural gas lines) and shall not be parallel to a County Road.
6. Natural Gas Distribution is a line that serves the final customer.

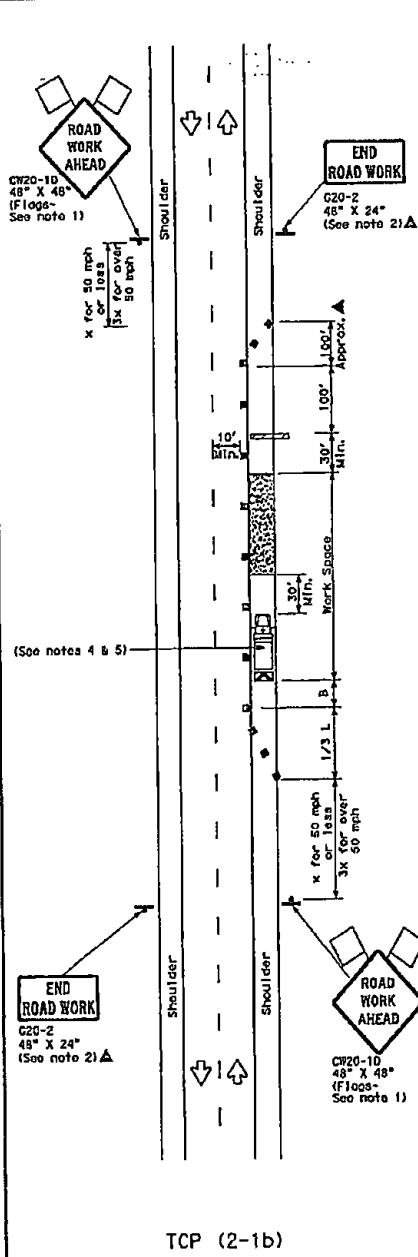
DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the consequences of this standard or for incorrect results or for incorrect results or incorrect results.

DATE: FILE:



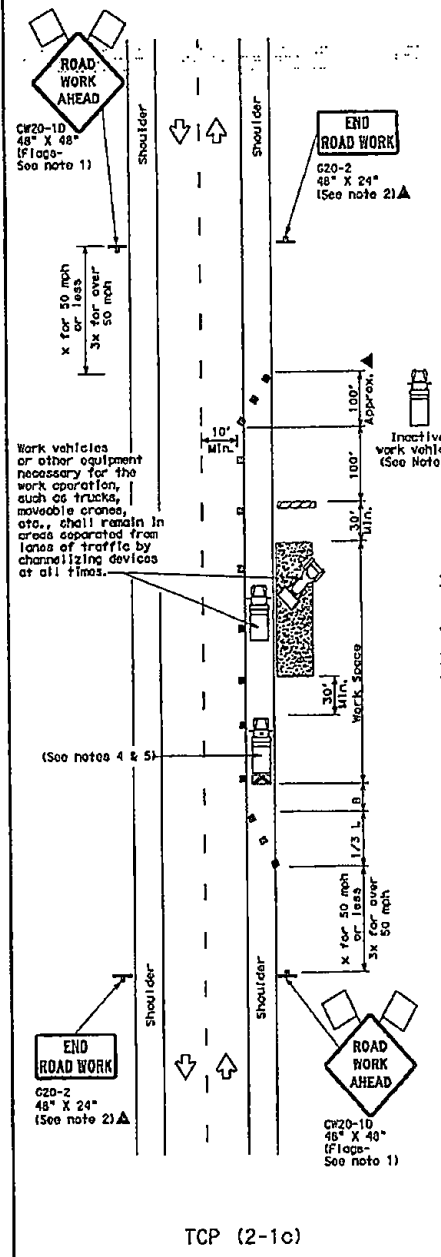
TCP (2-1a)

WORK SPACE NEAR SHOULDER
Conventional Roads



TCP (2-1b)

WORK SPACE ON SHOULDER
Conventional Roads



TCP (2-1c)

WORK VEHICLES ON SHOULDER
Conventional Roads

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board		Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed mph	Formula	Minimum Desirable Taper Lengths ft			Suggested Maximum Spacing of Channelizing Devices		Minimum Sign Spacing ft	Suggested Longitudinal Buffer Space ft
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent	Distance	
30	L = WS ² / 60	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L = WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only

** Taper lengths have been rounded off.

L=Length of Taper (FT) W=Width of Offset (FT) S=Posted Speed (MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
		✓	✓	✓

GENERAL NOTES

- Flags attached to signs where shown, are REQUIRED.
- All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated in the plans, or for routine maintenance work, when approved by the Engineer.
- Stockpiled material should be placed a minimum of 30 feet from nearest traveled way.
- Shadow Vehicle with TMA and high intensity rotating, flashing, oscillating or strobe lights. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
- Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect a wider work space.
- See TCP(5-1) for shoulder work on divided highways, expressways and freeways.
- Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
- CW21-5 "SHOULDER WORK" signs may be used in place of CW21-10 "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

Texas Department of Transportation
Traffic Operations Division

TRAFFIC CONTROL PLAN CONVENTIONAL ROAD SHOULDER WORK

TCP (2-1)-12

©TxDOT December 1985	REVISED	REVISED	REVISED	REVISED
2-94	2-12	CONF	DATE	REVISION
2-95				
1-97				
4-90				
161				



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Road and Bridge NUMBER: CC 2017 - Utility Permit - Wellborn SUD - N. Dowling Road - Crossing 40 feet NW of Merlin Drive

DATE OF COURT MEETING: 1/17/2017

ITEM: Consider and take action on the Wellborn Special Utility District utility permit to construct a road bore for a 6-inch water line crossing N. Dowling Road 40 feet northwest of Merlin Drive. Crossing will be encased with 10-inch steel casing and maintain a minimum depth of 48 inches below ditch flowline. Site is located in Precinct 1.

TO: Commissioners Court

FROM: Darrell Kolwes

DATE: 01/12/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
<u>Utility Permit - Wellborn SUD - N. Dowling Road - Crossing 40 feet NW of Merlin Drive.pdf</u>	Utility Permit - Wellborn SUD - N. Dowling Road - Crossing 40 feet NW of Merlin Drive	Backup Material

20

**BRAZOS COUNTY
COMMISSIONERS' COURT
ACTION FORM**

DEPARTMENT: Road & Bridge

MEETING DATE: January 17, 2017

SUBJECT: Utility Permit – Wellborn Special Utility District

Consider and take action on the Wellborn Special Utility District utility permit to construct a road bore for a 6-inch water line crossing N. Dowling Road 40 feet northwest of Merlin Drive. Crossing will be encased with 10-inch steel casing and maintain a minimum depth of 48 inches below ditch flowline. Site is located in Precinct 1.

SUBMITTED BY:



Darrell W. Kolwes
Right of Way Agent

ACKNOWLEDGED BY:



Steve Aldrich
Commissioner Precinct 1

This request is ☒ **APPROVED** / ☐ **DENIED** by Commissioners' Court



Duane Peters, County Judge

DATE: 1/17/17

APPLICATION FOR WATER UTILITY PERMIT
DESIGNATING PLACEMENT OF UTILITY IN COUNTY RIGHT OF WAY

TO: THE COUNTY ENGINEER OF BRAZOS COUNTY, TEXAS

Pursuant to the Texas Utility Code, Section 181.024, comes now WELLBORN SPECIAL
UTILITY DISTRICT [company name], hereinafter referred to as "Company" a TEXAS
[state] Corporation, with authority to transact business in Texas, acting by and through its duly authorized representative, and hereby petitions the County Engineer for the right to lay, construct, maintain, repair and/or operate a gas facility under, over, across and/or along certain County Roads as shown on drawings and diagrams attached hereto and said location described as follows:

Facility to Cross Road

Road Name & Block Number	Length of Crossing	TYPE OF CONSTRUCTION (CHECK ONE)			
		Bored	Jacked	Driven	Cased
N. DOWLING RD	60'	X	X		X

Facility to Parallel County Road Within Right-Of-Way

Road Name and Block Number	From	To	Depth	Distance

CONSTRUCTION TYPE

6" Diameter 0.25" Wall Thickness 10" STEEL ENCASEMENT PIPE

Material Specification SDR 18 RESTRAINED JOINT PVC

Maximum Operation Pressure 125 PSI

The location and description of the proposed installation and appurtenances must be fully shown on the attached detailed drawings.

SEE ATTACHED PLAN/PROFILE DRAWING

The Company shall commence actual construction/work in good faith within 60 days from the date of said permit and shall complete said construction /work within 90 working days. **(COMPANY MUST FILL IN)**. If such construction is not begun by the 60th day, Company will be required to apply for a new permit.

Company declares that prior to filing this application, it has ascertained the location of all existing utilities, both aerial and underground, and the filing of this application is prima facie evidence that the proposed installation will not conflict with any existing utility.

A copy of this permit shall be kept at the job site any time work is being performed.

It is expressly stipulated that this Permit is a license for permissive use only and that the placing of facilities upon public property pursuant to this permit shall not operate to create or vest any property right in said holder.

It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the County's right, title and interest in the land to be entered upon and used by the holder and the holder will at all times assume risk of and indemnify, defend and save harmless Brazos County from and against any and all loss, damages, cost or

expense arising in any manner on account of the exercise or attempted exercise by said holder of the aforesaid rights and privileges.

Any deviation from these specifications must be approved by Brazos County Engineer's Office or its designated representative.

Approval of County Engineer's Office may take as long as two weeks after complete application is received.

Applicant agrees to comply with all rules of the County Commissioners and the County Engineer in construction of said installation attached hereto as **BRAZOS COUNTY DESIGN STANDARDS AND SAFETY PRECAUTION REQUIREMENTS FOR WORK CONDUCTED IN BRAZOS COUNTY RIGHTS OF WAY** and incorporated herein for reference.

In the event Company fails to obtain a permit prior to the installation or does not install utilities in compliance with installation requirements set forth herein (i.e. depth, location, etc), Company assumes all financial responsibility for damages and/or destruction of lines, cables, etc. based upon its failure to comply with Brazos County requirements.

Applicant agrees that if Brazos County demonstrates a violation of the terms of this policy, Applicant stipulates that requisites for injunctive relief exist and that Brazos County is entitled to relief enjoining any conduct by applicant which is contrary to the policies.

This permit is a revocable permit. Brazos County reserves the right to revoke this permit at any time, in the sole discretion of Brazos County, for interests of public health, safety or welfare, or for failure to repair any damages upon demand, or for any other reason deemed sufficient by Brazos County.

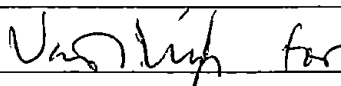
In the event Company fails to comply with any or all of the requirements as set forth herein, the County may take such action as it deems appropriate to compel compliance. The County Engineer further retains the right to revoke this Permit by verbal notification to the Applicant/Company.

Failure to obtain this permit and/or notify the County Engineer's Office within 24 hours of beginning construction shall constitute grounds for job shutdown.

By signing below, I certify that I am authorized to represent the Company listed below, and that the Company agrees to the conditions/provisions included in this permit.

TECHNICAL CONTACT:
WINN PROFESSIONAL ENGINEERS
WALTER T. WINN, JR., P.E.
P.O. BOX 2727
LONGVIEW, TX 75606
(903) 553-0500
TWINN@WINNPEC.COM

WELLBORN SUD


Company Name	STEPHEN CAST		
By:			
Signature	GENERAL MANAGER		
Title	4118 GREENS PRAIRIE RD.		
Address	WELLBORN	TX	77881
City	(979) 690-9799	State	Zip
Phone Number	WSUD.SC@VERIZON.NET		
Email:			

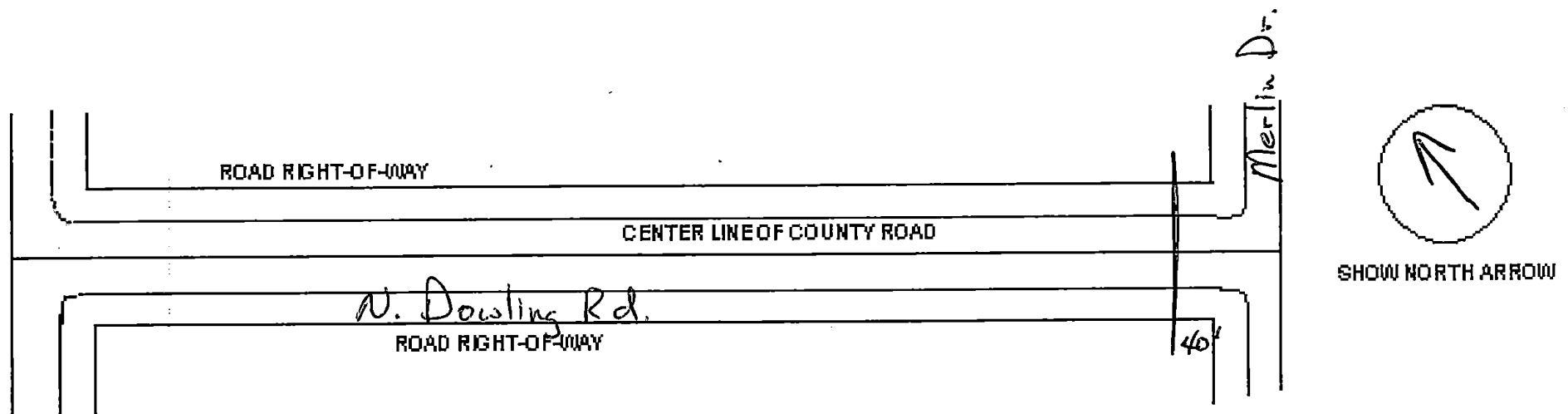
WATER UTILITY APPROVAL

Brazos County offers no objection to the proposed location of the utility in the County right of way as shown by accompanying drawings and notice dated 1-4-17 except as noted below:

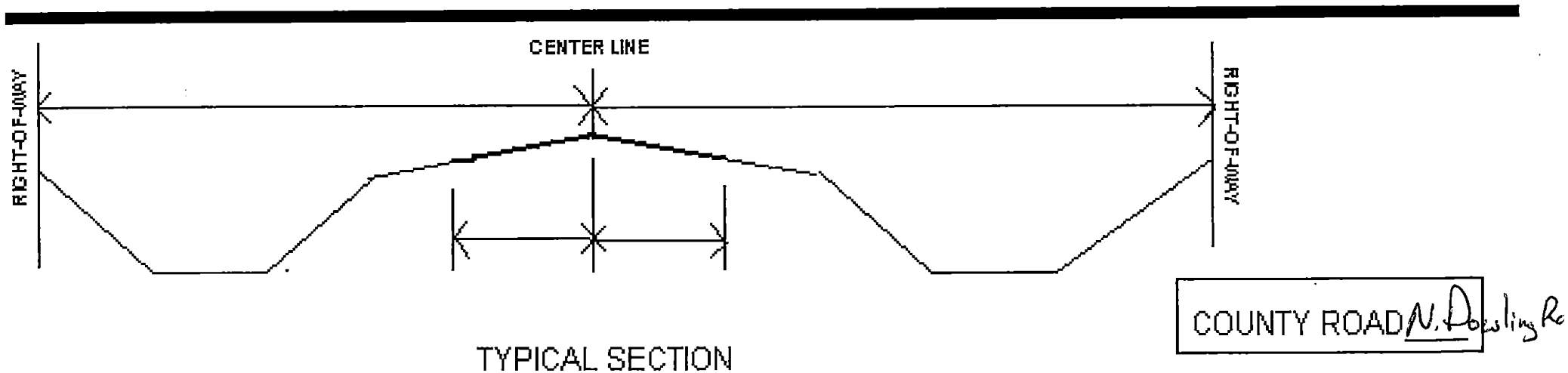
(Month/Day/Year)

EXCEPTIONS: None


for Brazos County Engineer



PLAN VIEW



TYPICAL SECTION

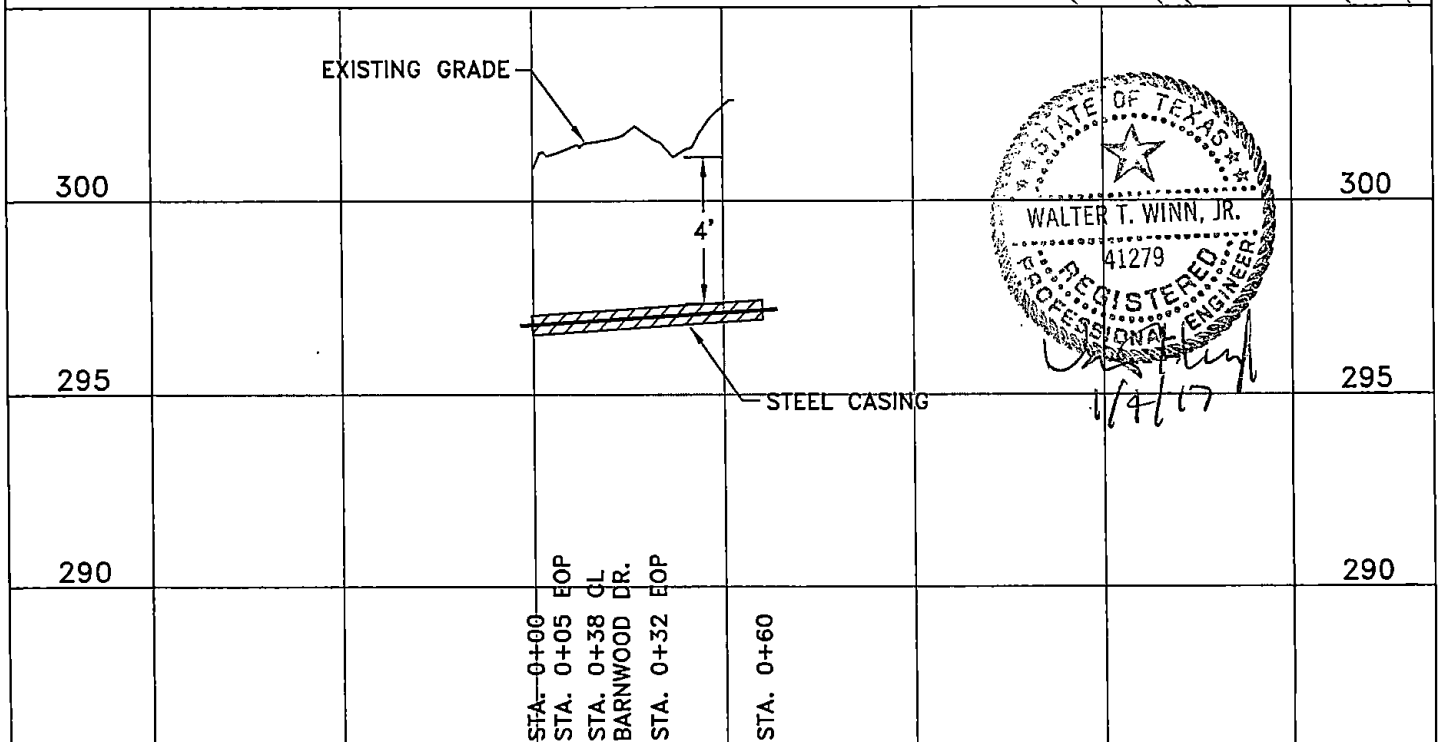
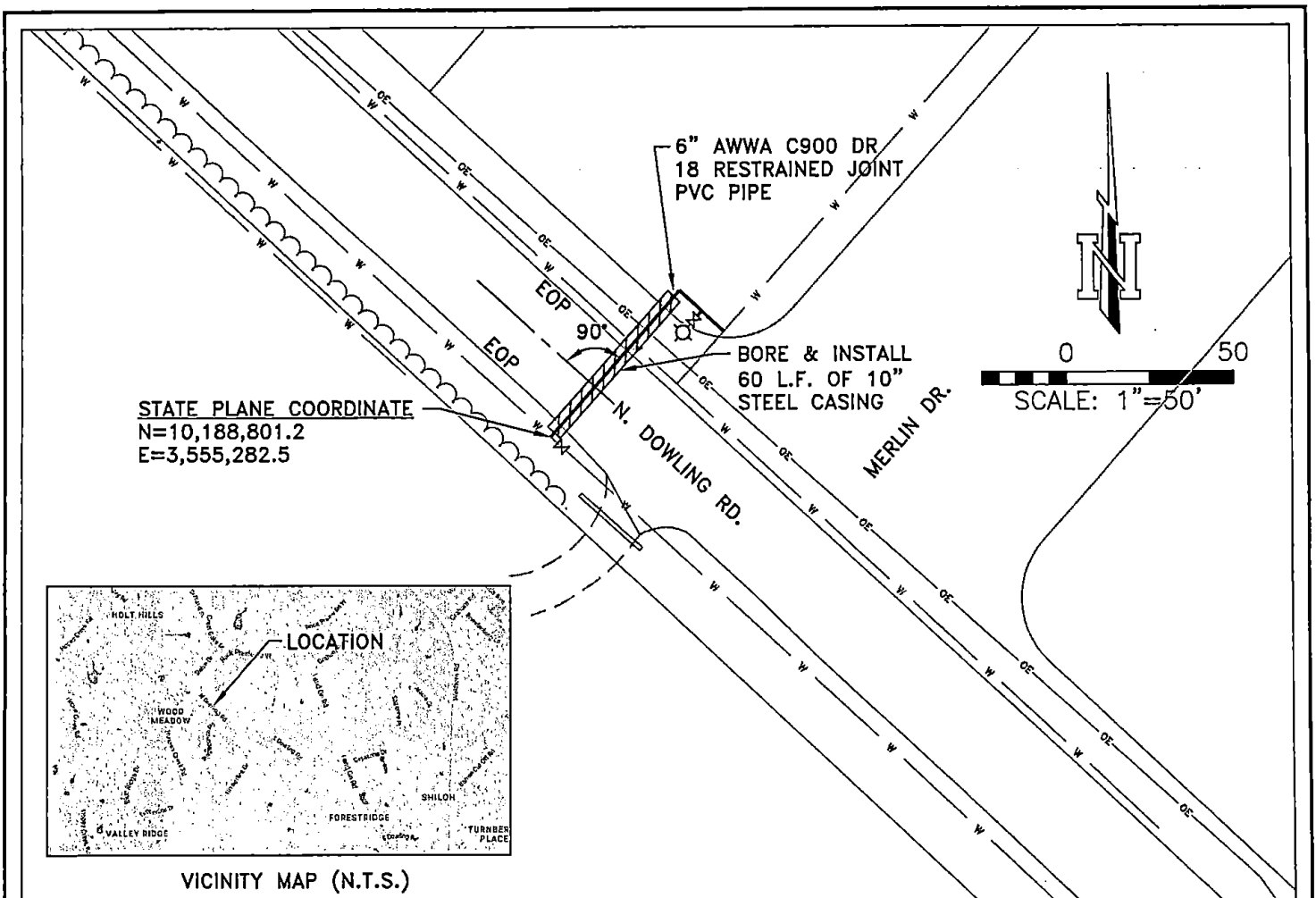
1. IN CROSSING ROAD OR GOING ALONG RIGHT-OF-WAY, SHOW DEPTH & LOCATION OF CONSTRUCTION IN TYPE SECTION & PLAN
2. IN PLAN VIEW SHOW DISTANCE FROM YOUR CONSTRUCTION TO NEAREST INTERSECTION
3. IF ABOVE PLAN VIEW AND/OR TYPE SECTION IS NOT APPLICABLE, THEN SHOW APPLICABLE PLAN AND/ OR SECTION



Google earth

feet
meters





WINN PROFESSIONAL ENGINEERS
AND
CONSTRUCTORS, LLC

505 Padon
P.O. Box 2727
Longview, Texas 75606
T. 903-553-0500
F. 903-553-0555
www.winnpec.com
Firm # F-7846

WELLBORN SUD

N. DOWLING ROAD
NO. 2
ROAD CROSSING

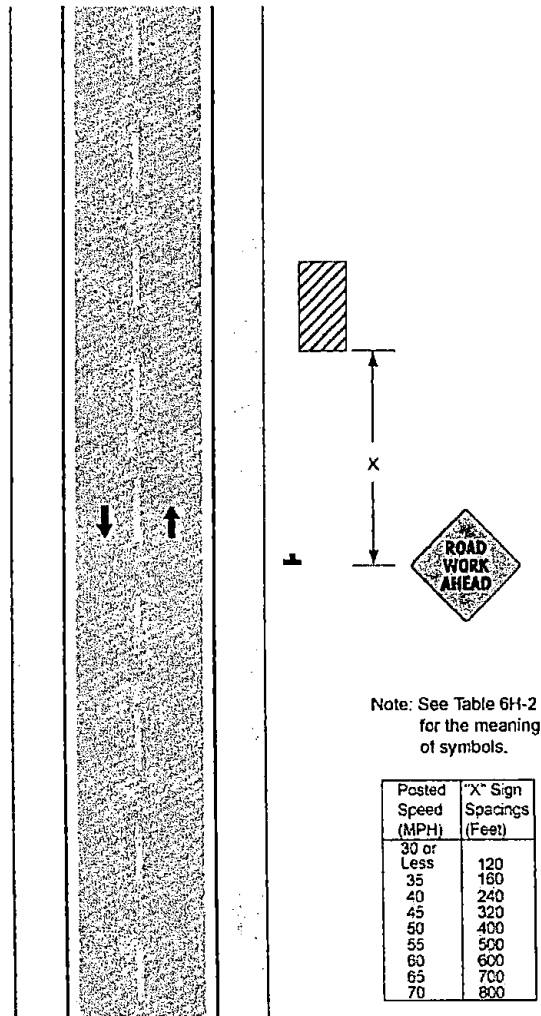
SHEET
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OF
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**TEMPORARY TRAFFIC CONTROL PLAN
N DOWLING RD NO. 2 WATER LINE CROSSING
BRAZOS COUNTY**

This temporary traffic control plan is to be implemented by the construction contractor (Contractor) for the water line crossing of N Dowling Rd 40 feet northwest of Merlin Dr in Brazos County, Texas. This plan is intended to comply with the Texas Manual of Uniform Traffic Control Devices (MUTCD) published by the Texas Department of Transportation (TxDOT). The Contractor is expected to obtain a copy of this manual or make use of the MUTCD postings on the TxDOT website (www.dot.state.tx.us/business/manuals_publications.htm).

The work will include boring from property line to property line beneath the roadway and open excavation outside the property line. Thus, all work will be in accordance with the conditions described in the MUTCD under Typical Application 1 – Work Beyond the Shoulder. One sign with the legend “UTILITY WORK AHEAD” (MUTCD Sign CW21-7) shall be installed on both approaching sides of the roadway 160’ from the location of the crossing as shown in the attached MUTCD Figure 6H-1.

Figure 6H-1. Work Beyond the Shoulder (TA-1)



Typical Application 1

**BRAZOS COUNTY ROADWAY SAFETY AND ROAD
PRESERVATION STANDARDS FOR WORK CONDUCTED IN
BRAZOS COUNTY RIGHTS OF WAY**

A. General Requirements

1. Adequate drainage shall be maintained in ditches at all times.
2. Permittee will use best management practices ("BMP") (EPA and TCEQ both provide lists of examples of BMPs) to minimize erosion and sedimentation resulting from the proposed installation.
3. The permittee shall take precautions to avoid damage to property. All County Right of Way and property shall be restored to its original condition, as far as practical, in the opinion of the County Engineer or appointed representative.
4. The construction and maintenance of such utility shall not interfere with the property or rights of a prior occupant.
5. Permittee shall not interfere with other utilities located in the right of way. In the event damages occur, permittee will be liable to the County or other utilities running through the right of way.
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- b. If construction is within ten (10) feet of the roadway; or
 - c. Any work performed in the road right-of-way;
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 - a. be placed at a minimum depth of forty-eight (48) inches below the top of the pavement;
 - b. be at least thirty-six (36) inches below ditch flow line when installation is within the area measured from top of bank to top of bank;
 - c. be at least forty-eight (48) inches below ditch flow line if low pressure gas or petroleum lines. For high pressure gas and petroleum lines, see High Pressure Pipelines requirements listed below;
 - d. not be closer than ten (10) feet from the edge of pavement. Exceptions may apply in rights of way of less than 60 feet.
4. Water Lines: All water lines must be a minimum 36-inches below the ditch flow line and cased. Waterlines shall be cased if crossing under the roadway.
5. Utilities in all new developments that have 60 feet or greater of right of way shall be installed within designated locations based upon the type of utility. The locations shall be as follows: (measured from back of right-of-way).
 - Power – 0 to 2 feet, nominally 1'
 - Phone – 2 to 4 feet, nominally 3'
 - Gas – 4 to 6 feet, nominally 5'
 - Cable – 6 to 8 feet, nominally 7'
6. Utilities with less than 60 feet right-of-way in all new developments shall install the utility in a similar manner as referenced in No. 3 above; however, the County Engineer or its designated representative will provide final approval of each utility location.
7. The length of any trench to be opened in advance of the pipe, conduit or ducts may not be longer than 400' if left open over night or unattended.
8. Crossings under a county road shall:
 - a. be bored or jacked. ABSOLUTELY NO OPEN CUTS WITHIN COUNTY ROAD PAVEMENT;
 - b. be pressure grouted for the full length of the crossing *if* the annular space between pipe and casing and soil exceeds one (1) inch. Brazos County must be given 24 hours notice of pressure grouting operations and have the opportunity to have an inspector on site to observe pressure grouting operations;

- c. TxDOT Standard Specification Item 476 shall be followed for all boring, jacking, tunneling and joints.
9. Bore Pits:
- a. no pits shall remain open longer than 2 days;
 - b. all pits shall have proper traffic control measures in place. See Traffic Control Plan listed above.
 - c. pits shall NOT be located within ten (10) feet from the edge of pavement without prior approval from the County Engineer or his representative;
 - d. when pits are to remain open for more than 8 hours, due diligence will be used in protecting the spoil pile to prevent drainage problems;
 - e. based upon soil conditions, the County Engineer or his representative may require shoring to protect pavement integrity;
 - f. based upon soil conditions, the County Engineer or his representative may require pits be placed further from the edge of road.
10. Any installation within ten (10) feet of edge of pavement shall meet the following:
- a. location must be approved by the County Engineer or his representative
 - b. backfilled with cement stabilized material.
 - c. based upon soil conditions, the County Engineer or his representative may require shoring to protect pavement integrity.
 - d. all excess water and mud shall be removed from the trench prior to backfilling. Any backfill placed during a rainy period or at other times where excess water cannot be prevented from entering the trench will be considered TEMPORARY and shall be replaced with PERMANENT cement stabilized material as soon as weather permits;
 - e. all disturbed base and pavement materials shall be removed and restored to the satisfaction of the County Engineer or his representatives.
 - f. no side or lateral tamping to fill voids under the base and pavement materials is allowed.
11. Company must be careful to not jeopardize the slope or integrity of the shoulder of the road. In the event Company damages the slope, shoulder or any other portion of the right-of-way, Company will be responsible for repairing the damage and replacing the right-of-way to the condition it was prior to commencing construction.
12. Operation of construction and/or maintenance equipment on the traveled surface of any improved County road will not be permitted, except in an instance whereby the laying, construction, maintenance and/or repair of cables, conduits and/or pole lines cannot be accomplished by any other method and in this event all such equipment shall be of the rubber tire variety. Appropriate traffic control shall be provided meeting TMUTCD requirements.
13. In the event said construction and/or maintenance and/or repair requires Company to remove, cut or jeopardize any section of the road (asphalt, cement, road base, etc.), Company will be required to provide a performance bond or letter of credit securing necessary repairs. Said bond amount will be determined by the County Engineer.
14. The applicant shall submit a letter of "No Objection" from the Army Corps of Engineers for all designated wetlands and environmentally sensitive lands.

E. Emergency work

1. In the event Company is required to perform emergency services, that requires excavation in a County Right of Way, and unable to notify the County Engineer prior to conducting emergency repairs, Company

shall notify County Engineer within 24 hours of beginning construction/repairs. This will allow the County Engineer's Office an opportunity to inspect the site to ensure the integrity of the County Right of Way and traffic safety controls used.

F. Repairs to existing facilities

1. Maintenance and/or repair to existing cables, conduits, and/or pole lines which require disturbance of the soil, shall not be performed until plans describing such maintenance and/or repair have been approved by the County Engineer or its designated representative and a permit has been obtained.

G. Relocation of utilities

1. When and if the County Engineer determines that it is necessary for the construction, repair, improvement, alteration or relocation of all or any portion of said road, any or all poles, wires, pipes, cables or other facilities and appurtenances authorized hereunder, shall be removed from said road, or reset or relocated thereon, as required by the County Engineer within a reasonable time as determined by the County Engineer and Utility Company, and at the expense of the Utility Company.

H. High Pressure Pipelines

1. All utility Permits for high pressure pipelines (generally 60 PSI or greater), whether pertaining to controlled access or non-controlled access installations, should contain the following additional information in the description of the permit.
 - diameter
 - wall thickness
 - material specification
 - minimum yield strength
 - maximum operation pressure of the pipeline
2. With the exception of the maximum operation pressure of the pipeline, this information is to be supplied for both the carrier pipe and the casing.
3. Assurance must also be given that the installation material and design meet the minimum Federal Safety Standards for Liquid and Gas Pipe Lines. Assurance must be provided on company letterhead and signed by an authorized representative of the company.

4. Petroleum Pipelines:

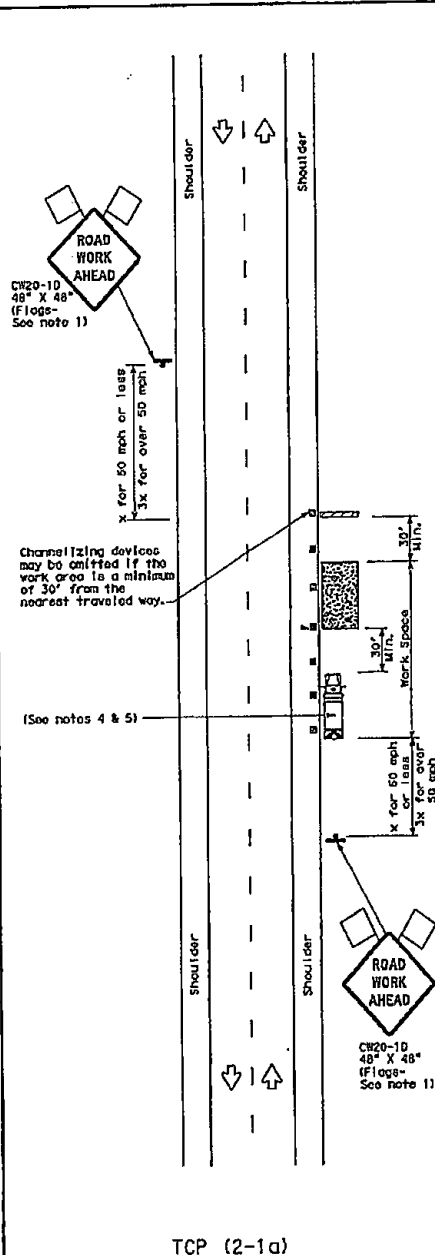
<u>Type of Pipeline</u>	<u>Depth (below deepest ditch grade)</u>	<u>Special Requirements</u>
Encased Pipe	Less than 10'	Must be covered with concrete pad at least 36" deep
Encased Pipe	Greater than 10'	No concrete pad required
Non-Cased Pipe	Less than 10'	Must be covered with concrete pad at least 48" deep
Non-Cased Pipe	Greater than 10'	No concrete pad required

Concrete pad shall be minimum of 3" thick and width shall be pipe diameter plus 18" minimum.

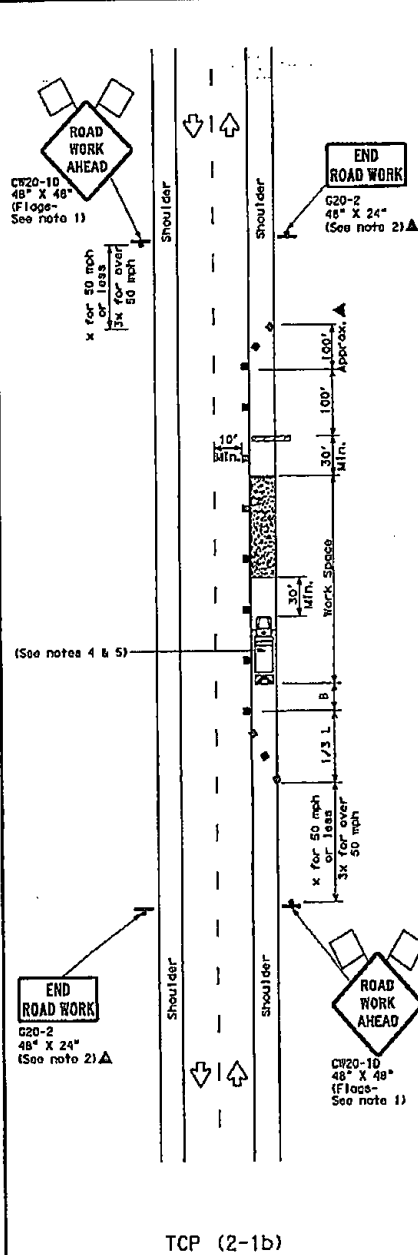
5. Under no circumstances will a pipeline be installed parallel to a County Road within the Right-of-Way. Transmission lines have been determined to be petroleum pipelines (which includes natural gas lines) and shall not be parallel to a County Road.
6. Natural Gas Distribution is a line that serves the final customer.

DISCLAIMER: The use of this standard is governed by the Texas Engineering Practice Act. No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the derivation of this standard or for incorrect use of this standard or for incorrect use of this standard.

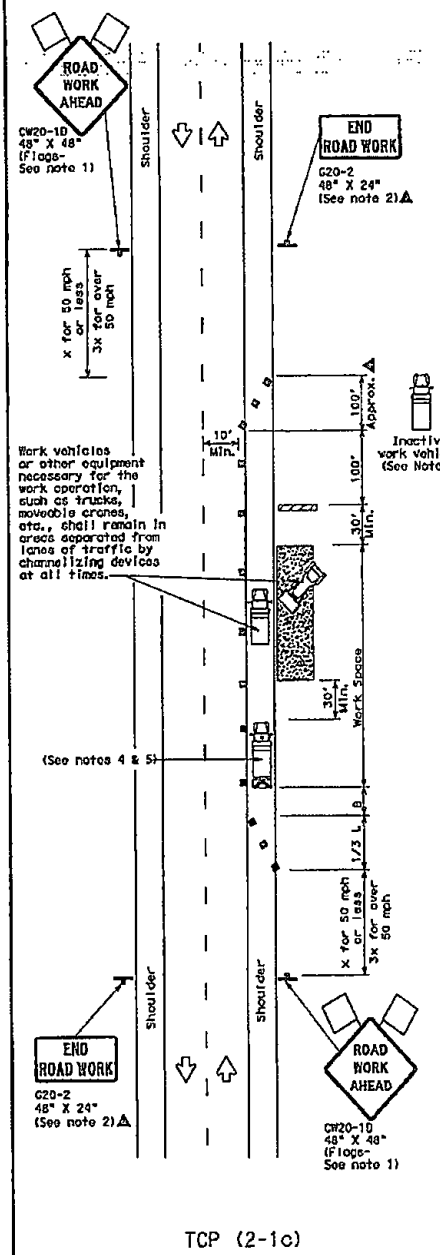
DATE: FILE:



TCP (2-1a)
WORK SPACE NEAR SHOULDER
Conventional Roads



TCP (2-1b)
WORK SPACE ON SHOULDER
Conventional Roads



TCP (2-1c)
WORK VEHICLES ON SHOULDER
Conventional Roads

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board		Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed #	Formula	Minimum Desirable Taper Lengths ft			Suggested Maximum Spacing of Channelizing Devices		Minimum Sign Spacing ft	Suggested Longitudinal Buffer Space ft
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent	Distance	
30	L = WS ² / 60	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45		450'	495'	540'	45'	90'	320'	195'
50		550'	605'	660'	50'	100'	400'	240'
55	L = WS ²	550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only
** Taper lengths have been rounded off.
L=Length of Taper (FT) W=Width of Offset (FT) S=Posted Speed (MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
		✓	✓	✓

GENERAL NOTES

- Flags attached to signs where shown, are REQUIRED.
- All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated in the plans, or for routine maintenance work, when approved by the Engineer.
- Stockpiled material should be placed a minimum of 30 feet from nearest traveled way.
- Shadow Vehicle with TMA and high intensity rotating, flashing, oscillating or strobe lights. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
- Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect a wider work space. See TCP(5-1) for shoulder work on divided highways, expressways and freeways.
- Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
- CW21-5 "SHOULDER WORK" signs may be used in place of CW21-10 "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

Texas Department of Transportation
Traffic Operations Division

TRAFFIC CONTROL PLAN CONVENTIONAL ROAD SHOULDER WORK

TCP(2-1)-12

© TxDOT December 1985		CW TAPER	CH TAPER	HW TAPER	CH TAPER
REVISIONS		CONT	SECT	JOB	REMARK
2-94	2-12				
8-95					
1-97					
4-98					
161					



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Road and Bridge NUMBER: CC-2017 Indian Lakes Phs 27-Final Plat

DATE OF COURT MEETING: 1/17/2017

ITEM: Final Plat of Indian Lakes Subdivision, Phase XXVII (27); Lots 1-10, Block 38; 14.402 Acres; J.M. Barrera Survey, A-69; (College Station ETJ) Brazos County, Texas. Site is located in Precinct 1.

TO: Commissioners Court

FROM: Karen Tyler

DATE: 01/12/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

NOTES/EXCEPTIONS:

- Owner: Smiling Mallard Development, Ltd.
- Engineer/Surveyor: McClure & Browne Engineering/Surveying, Inc.

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
Indian Lakes Phs 27-Application.pdf	Application for Development	Backup Material
Final Plat Indian Lakes Subdivision Phase 27 XXVII.pdf	Plat	Backup Material

**BRAZOS COUNTY
COMMISSIONERS' COURT
ACTION FORM**

DEPARTMENT Road and Bridge

DEPT. NUMBER 56001000

DATE OF COURT MEETING: January 17, 2017


ITEM: Consider and take action on the Final Plat of Indian Lakes Subdivision, Phase XXVII (27); Lots 1-10, Block 38; 14.402 Acres; J.M. Barrera Survey, A-69; (College Station ETJ) Brazos County, Texas. Site is located in Precinct 1.

SOURCE OF FUNDS: N/A

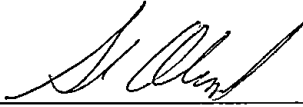
NOTES/REQUIREMENTS:

- Owner: Smiling Mallard Development, Ltd.
- Engineer/Surveyor: McClure & Browne Engineering/Surveying, Inc.


SUBMITTED BY:


R. Alan Munger, P.E.
County Engineer

ACKNOWLEDGED BY:


Commissioner Steve Aldrich
Precinct 1

This Request is ☒ APPROVED / ☐ DENIED ☐ by Commissioners' Court


E. Duane Peters, County Judge

1/17/17
Date

Application for Development

Brazos County Subdivision and Development Regulations
 Brazos County Engineering Department
 2617 Hwy 21 West, Bryan, Texas 77803
 (979) 822-2127

Office Use Only.

Master Plan _____ Final Plat ☒ Re-Plat _____ Amending Plat _____

Property Description

Road Location: SOUTHEAST OF INTERSECTION OF CHACO CANYON & CHEVEY COVE

Legal Description: INDIAN LAKES, PHASE 27, BLOCK 38, LOTS 1-10

Subdivision Description

Subdivision Name: INDIAN LAKES PHASE 27

Total number of lots: 10 Total Acreage: 14.402

Property Owner

Owner name(s): SMILING MALLARD DEVELOPMENT, LTD.

Current mailing address: 3608 E. 29TH ST. STE. 100, BRYAN, TX 77802

Phone number(s): (979) 846-4384

Applicant or Authorized Agent, Engineer or Surveyor

Name and Address: TRAVIS MARTINEK, SAME ADDRESS AS ABOVE

Phone number(s): (979) 846-4384

Name and Address: _____

Phone number(s): _____

Application is for

Residential (☒) Mobile Home Park () Commercial ()

Other () _____

Is any of the property located in a Floodplain or Flood Hazard area? NO (yes/no)

Acknowledgment: The flood hazard boundary maps and other flood data used by Brazos County in evaluating flood hazards to proposed developments are considered reasonable and accurate for regulatory purposes and are based on the best available scientific and engineering data. On rare occasions greater floods can and will occur and flood heights may be increased by man-made or natural causes. Issuance of a Floodplain Permit in accordance with the Brazos County Flood Damage Prevention Ordinance does not imply that development outside the areas of special flood hazard will be free from flooding or flood damage. Issuance of a permit shall not create liability on the part of Brazos County or any officer or employee of Brazos County in the event flooding or flood damage does occur.

Is part or all of the property within an ETJ of a City? YES (yes/no)

Will any construction occur in TxDOT right-of-ways? NO (yes/no)

Application Check List:

Copies of finished plat with corrections (if any):

- ☒ 9 copies to Brazos County
- ☒ One (1) copy to Brazos County Health Dept.
- ☒ One (1) copy to Brazos County 911
- ☒ One (1) copy to local Water District or Company

Letters of approval (to be sent by the approving institution directly to Brazos County Engineering):

- ☐ Letter from Brazos County Health Dept. - For onsite sewage evaluation.
- ☐ Letter from Brazos County 911 - For road names.
- ☐ Letter from Water District or Company. - Stating water availability, etc..

If property is within an ETJ of a city:

- ☐ Approval notification from appropriate city.

Applicant attest that they have signed this application in the capacity designated, if any, and further attests that they have read document and the statement contained herein and any attached are true and factual. All applicants are encouraged to review the County Regulations prior to any plat submittal. It is understood that this application is not finished or dated until all documents listed above are filed at the Brazos County Engineering Office and all applicable blanks are filled in the application above.

[Signature]
 Applicant's Signature

3/30/16
 Date

 County Witness

 Date

Engineer/Surveyor Check List for Plat Pre-Approval

- ☒ 1) Property located within a City Extra Territorial Jurisdiction (ETJ), contact with that City is required before plat approval.
- ☒ 2) Drawn on 24" x 36" sheet to scale of 100' per inch or larger. If more than one sheet, an index sheet showing entire subdivision at a scale of 500 feet per inch or larger.
- ☒ 3) Include the words; "MASTER DEVELOPMENT PLAN - NOT FOR RECORD" or "FINAL PLAT" or "RE-PLAT" or "AMENDING PLAT" in letters 1/2" high.
- ☒ 4) Vicinity map which includes enough of surrounding area to show general location of subject property in relation to major roads and any city limits and county boundaries. No scale required but include north arrow.
- ☒ 5) Title Block with the following information:
 - ☒ Name and address of subdivider, recorded owner, planner, engineer and surveyor.
 - ☒ Proposed name of Subdivision. (Subdivision name & street names will be approved through the Brazos County 911.) (Replats need to retain original subdivision name.)
 - ☒ Date of preparation. (Include the date of any revisions on the plat.)
 - ☒ Engineer's scale in feet.
 - ☒ Total area intended to be developed.
 - ☒ Re-plat or Amending Plat, existing lot and block description or Abstract name and number.
- ☒ 6) North Arrow.
- ☒ 7) Location of any current city or county limit lines, if applicable.
- ☒ 8) Subdivision boundary indicated by heavy lines. Boundary must include all of parent tract.
- ☒ 9) Descriptions by metes and bounds of the subdivision which shall close within accepted land surveying standards. (Shown on drawing; not separate description)
- ☒ 10) Primary control points or descriptions and ties to such control points, to which, later, all dimensions, angles, bearings, block numbers, and similar data shall be referred. The plat shall be located with respect to a corner of the survey or tract, or an original corner of the original survey of which it is a part.
- ☒ 11) Name of contiguous subdivisions and names of owners of contiguous parcels of unsubdivided land, and an indication whether or not contiguous properties are platted.
- ☒ 12) Location of the 100 Year Floodplain and Floodway, if applicable, according to the most recent available data.
- ☒ 13) Note the FEMA FIRM Map panel number and revision date on plat.
- ☒ 14) Topographic information, including contours at two foot (2 ft.) intervals, flowline elevation and flow direction.
- ☒ 15) Proposed drainage concept shown on plan, showing flow paths to primary system.

- ☒ 16) Locate and Describe, with accurate dimensions, bearings or deflection angles and radii, area, center angle, degree of curvature, tangent distance and length of all curves; show existing items that are intersecting or contiguous with the boundary of or forming a boundary with the subdivision, as well as, those within the subdivision; for the following:

Existing	Proposed	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Streets: continuous or end in a cul-de-sac, stubbed out streets must end into a temp. turn around unless they are shorter than 100 feet.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Public and private R.O.W. locations, width(s) and names. (All existing and proposed R.O.W.'s sufficient to meet County and City Regulations, if applicable.)
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Street offsets and/or intersection angles meet ordinance.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Alleys
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Reserve tracts.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Well site locations.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Pipelines: label company with volume and page.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Utility Services. (water, wastewater, electrical, natural gas, cable, phone, etc.)
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Easements.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Drainage Structures and improvements per engineering analysis.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	A number or letter to identify each lot or site and each block.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Public areas.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Other Public improvements, including but not limited to parks, schools and other public facilities.

- ☒ 17) All off-site easements for infrastructure construction must be shown on the final plat with a volume and page listed to indicate where the separate instrument easements were filed. Separate instrument easements must be filed prior or concurrently with final plat.
- ☒ 18) Proposed phasing. The Master Plan and each phase must be able to stand alone to meet ordinance requirements. Infrastructure costs should be separate for each phase of the subdivision.
- ☒ 19) Bring this check list with one copy of plat for pre-approval to meeting; date and time set by County Engineer or Planner. Meeting location set at County Engineering office.

Brazos County Pre-Application For Plat Approval Date: 3/30/16Master Plan _____ Final Plat ☒ Re-Plat _____ Amending Plat _____Date & Time assigned for Application and Plat Review with County Engineer or Planner: N/A

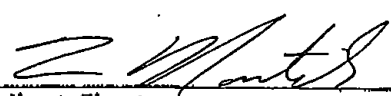
Description of Property:

Subdivision Name: INDIAN LAKES PHASE 27Property Location: SOUTHEAST OF INTERSECTION OF CHACO CANYON & CHEVET COVELegal Description: INDIAN LAKES PHASE 27, BLOCK 38, LOTS 1-10Applicant or Authorized Agent: TRAVIS MARTINEKPhone Number (s): (979) 846-4384

This is a notification to Brazos County that a plan for development exists for this noted piece of property. This is not the official Application for Development. This also does not commit the Applicant listed above to file an Application for Development or to file any type of plat for Record.

All properties within the County of Brazos are submitted to the rules and regulations set up by the Brazos County Commissioners Court. Copies of the Brazos County Subdivision and Development Regulations and the Brazos County Flood Damage Prevention Ordinance are available from the Brazos County Engineering and Planning Departments. All applicants are encouraged to review the regulations prior to any plat submittal.

Attached is a general check list to be used by a Registered Engineer or Registered Professional Land Surveyor, licensed by the State of Texas, for the sole purpose of summarizing the needs of a finished plat. All County and City Ordinances and Regulations must be met. This is not a short list of details of said regulations. Details of the items listed are in said ordinances, and said ordinances take precedence over this check list.


Applicants Signature: _____3/30/16
Date of SignatureComments: _____



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: NUMBER:
DATE OF COURT MEETING: 1/17/2017
ITEM: Approval of Treasurer's Report for November 2016.
TO: Commissioners Court
DATE: 01/09/2017
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ACTION REQUESTED OR
ALTERNATIVES: approval

ATTACHMENTS:

File Name

[DOC067.PDF](#)

[APVTRSRP-LTR.pdf](#)

Description

Treasurer's Report

Approval Letter

Type

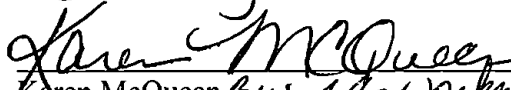
Backup Material

Cover Memo

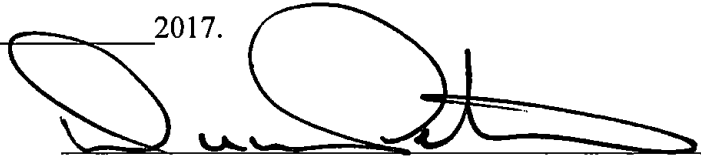
The State of Texas, County of **BRAZOS**

We, the undersigned, as County Commissioners within and for Brazos County, and the Honorable Duane Peters, County Judge of Brazos County, constituting the entire Commissioners' Court of Brazos County, during a regular meeting of said Court have examined the foregoing report and have caused an order to be entered upon the Minutes of the Commissioners' Court of Brazos County approving said Report as presented and submitted as true and correct by Laura Taylor Davis, Treasurer of Brazos County, as provided for in the Revised Statutes of the State of Texas. (*Texas Local Government Code, 114.026*)

Witness my hand this 17th day of January A.D. 2017

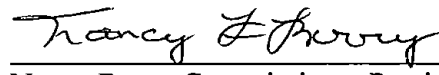

 Karen McQueen *By: [Signature] Deputy*
 County Clerk, County of BRAZOS, State of Texas

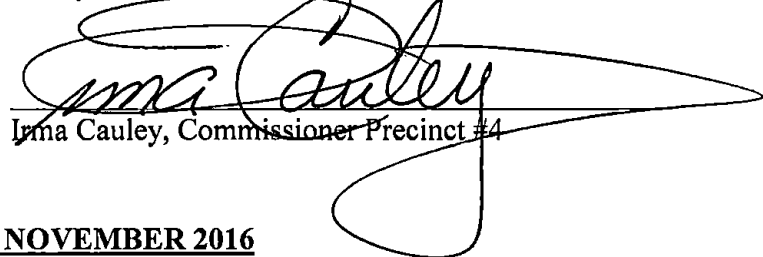
Examined and approved in open Commissioners' Court this 17th day of

January 2017.

 Duane Peters, County Judge


 Steve Aldrich, Commissioner Precinct #1


 Sammy Catalena, Commissioner Precinct #2


 Nancy Berry, Commissioner Precinct #3


 Irma Cauley, Commissioner Precinct #4

Treasurer's Report for the **MONTH NOVEMBER 2016**

NOVEMBER 2016 TREASURER'S REPORT

FUND NUMBER & NAME	CASH BALANCE 10/31/2016	INCOMING	INVESTED TEXPOOL INTEREST - Nov	SUB-TOTAL	DISBURSED	CASH BALANCE 11/30/2016	INVESTED	CK.ACCT.BAL. 11/30/2016
0100 - GENERAL FUND	32,510,323.04	9,342,845.59	773.49	41,853,942.12	7,423,377.94	34,430,564.18	2,361,285.85	32,069,278.33
0200 - COUNTY HEALTH ENDOWMENT FUND	522,705.20	112.86	-	522,818.06	-	522,818.06	-	522,818.06
1100 - HOTEL OCCUPANCY TAX	3,207,710.06	249,024.49	-	3,456,734.55	185,937.98	3,270,796.57	-	3,270,796.57
1200 - STATE LATERAL ROAD	30,139.35	6.51	-	30,145.86	-	30,145.86	-	30,145.86
1300 - UNCLAIMED FUNDS	214,010.19	141.21	-	214,151.40	-	214,151.40	-	214,151.40
1500 - LAW LIBRARY	110,428.75	2,969.84	-	113,398.59	2,280.96	111,117.63	-	111,117.63
1600 - LOCAL PROVIDER PARTICIPATION	3,662,226.85	226,075.65	-	3,888,302.50	-	3,888,302.50	-	3,888,302.50
1700 - ALTERNATIVE DISPUTE RESOLUTION	3,334.42	2,680.00	-	6,014.42	3,334.42	2,680.00	-	2,680.00
1800 - LEOSE FUND	38,444.03	-	-	38,444.03	-	38,444.03	-	38,444.03
1900 - COUNTY RECORDS MANAGEMENT	388,544.01	33,883.63	-	422,427.64	11,485.34	410,942.30	-	410,942.30
2000 - COUNTY CLERK MGMT.FUND	576,584.94	820.98	-	577,405.92	11,491.99	565,913.93	-	565,913.93
2001 - COUNTY CLERK ARCHIVAL FUND	975,252.46	24,560.58	-	999,813.04	-	999,813.04	-	999,813.04
2200 - COURTHOUSE SECURITY FUND	311,345.04	6,087.73	-	317,432.77	36,158.85	281,273.92	-	281,273.92
2201 - JUSTICE COURT SECURITY FUND	59,004.22	1,430.05	-	60,434.27	-	60,434.27	-	60,434.27
2300 - DISTRICT CLERK MANAGEMENT FUND	182,824.71	1,180.05	-	184,004.76	-	184,004.76	-	184,004.76
2301 - DISTRICT CLERK ARCHIVAL FUND	69,243.98	1,402.44	-	70,646.42	-	70,646.42	-	70,646.42
2400 - JUSTICE @ PEACE - TECHNOLOGY FUND	143,106.65	3,033.71	-	146,140.36	3,338.72	142,801.64	-	142,801.64
2401 - CO. & DIST. COURT TECHNOLOGY FUND	54,019.98	1,047.89	-	55,067.87	-	55,067.87	-	55,067.87
2500 - SPECIAL FORFEITURE FUND	34,093.53	7.36	-	34,100.89	-	34,100.89	-	34,100.89
2600 - D/A HOT CHECK COLLECT FEES	2,566.35	0.55	-	2,566.90	-	2,566.90	-	2,566.90
2700 - BAIL BOND BOARD FEES	89,717.87	19.37	-	89,737.24	-	89,737.24	-	89,737.24
2800 - VOTER REGISTRATION	22,926.43	4.95	-	22,931.38	703.00	22,228.38	-	22,228.38
2900 - VIT INTEREST FUND	197,214.13	222.05	-	197,436.18	-	197,436.18	-	197,436.18
3000 - COUNTY GRANTS	(74,802.13)	21,880.15	-	(52,921.98)	236,551.35	(289,473.33)	-	(289,473.33)
3400 - D/A CRIME FUND	122,977.99	536.55	-	123,514.54	-	123,514.54	-	123,514.54
3500 - PRIMARY ELECTION SERVICES	18,123.54	3.91	-	18,127.45	-	18,127.45	-	18,127.45
3901 - BC HOUSING FINANCE CORP	64,166.39	8,387.78	-	72,554.17	4,861.22	67,692.95	-	67,692.95
4315 - 2015 CERTIFICATES OF OBLIGATION	6,133,785.77	1,324.41	-	6,135,110.18	156,362.21	5,978,747.97	-	5,978,747.97
4500 - GEN.PERMANENT IMPV.	21,405,862.32	-	-	21,405,862.32	439,565.99	20,966,296.33	-	20,966,296.33
5000 - HEALTH & LIFE INSURANCE	4,797,907.12	1,645,898.32	-	6,443,805.44	1,051,473.72	5,392,331.72	-	5,392,331.72
6000 - PAYROLL	972,997.42	2,649,446.81	-	3,622,444.23	2,563,778.20	1,058,666.03	-	1,058,666.03
9100 - HEALTH DEPARTMENT	1,380,971.27	306,052.14	-	1,687,023.41	207,927.80	1,479,095.61	-	1,479,095.61
9700 - COMMUNITY SUPERVISION	1,111,927.28	554,092.02	-	1,666,019.30	294,931.25	1,371,088.05	-	1,371,088.05
TTL. OF ACCTS. IN POOL	79,339,683.16	15,085,179.58	773.49	94,425,636.23	12,633,560.94	81,792,075.29	2,361,285.85	79,430,789.44
4100 - GEN.OBLIG.DEBT SVC.	5,990,707.38	884,631.06	-	6,875,338.44	600.00	6,874,738.44	-	6,874,738.44
TOTAL	85,330,390.54	15,969,810.64	773.49	101,300,974.67	12,634,160.94	88,666,813.73	2,361,285.85	86,305,527.88

This report is submitted as true and correct to Commissioners Court by Laura Taylor Davis, Brazos County Treasurer, on 11/17/17.



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Auditor

NUMBER:

DATE OF COURT MEETING: 1/17/2017

ITEM:

- a. Reyes Tirado-overpayment-\$38.00
- b. Enterprise Concepts-overpayment-\$81.48
- c. Daniel Mowery-overpayment-\$34.27
- d. Members Title-overpayment-55.80
- e. McWhiney History Education Group-overpayment-\$7.73
- f. Ryan Johnson-overpayment-\$26.62

TO: Commissioners Court

FROM: Maggie See

DATE: 01/11/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

[DOC008.pdf](#)

Description

Tax Refund Applications 1/17/2017

Type

Cover Memo

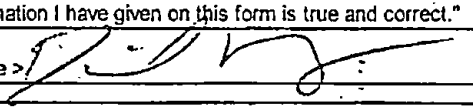
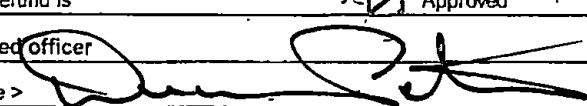
APPLICATION FOR TAX REFUND

Collecting Office Name Brazos County Tax Office 4151 County Park Court Bryan Texas 77802		Collecting tax for: (taxing units) Brazos County, City of Bryan, City of College Station Bryan ISD, College Station ISD, F1, F2, F3, F4, City of Kurten			
Phone Number 979-775-9930					
To apply for a tax refund, the taxpayer must complete the following:					
Step 1: Owner's name and address	REYES TIRADO				
	4303 PATE RD				
	TRL 28				
	COLLEGE STATION TX 77845				
Step 2: Describe the property	Legal GLEN OAKS SPACE 28				
	Address 4303 PATE RD 28				
	Acct.# 95265				
Step 3: Give the tax payment information	<u>Name of Taxing unit</u>	<u>Tax Year</u>	<u>Date of</u>	<u>Amount</u>	<u>Refund amt</u>
		<u>of refund</u>	<u>Payment</u>	<u>Paid</u>	<u>Requested</u>
	Zrefund	2015	1/29/2016	\$38.00	\$38.00
	Taxpayer's reason for refund: OP-Overpayment				
	Refund to REYES TIRADO 4303 PATE RD # 28 COLLEGE STATION TX 77845				
Step 4: Sign the form	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."				
	sign here > <i>Reyes Tirado</i>			date > <i>01-03-17</i>	
	If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.				
Step 5: Tax refund determination	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved				
	Authorized officer <i>[Signature]</i>				
	sign here >			date > <i>1/17/17</i>	
	Authorized officer of taxing unit for refund applications over amount required under Section 31.11 Tax Code				
	sign here >			date >	

APPLICATION FOR TAX REFUND

Collecting Office Name Brazos County Tax Office 4151 County Park Court Bryan Texas 77802		Collecting tax for: (taxing units) Brazos County, City of Bryan, City of College Station Bryan ISD, College Station ISD, F1, F2, F3, F4, City of Kurten																																														
Phone Number 979-775-9930																																																
To apply for a tax refund, the taxpayer must complete the following:																																																
Step 1: Owner's name and address	HOLLY & RANDY GIBBONS 920 3RD ST LEAGUE CITY TX 77573																																															
Step 2: Describe the property	Legal COUNTRY CLUB ESTATES PH 2 BLOCK 3 LOT 9 & 10 Address 3210 LINK ST Acct.# 24846																																															
Step 3: Give the tax payment information	<table border="1"> <thead> <tr> <th>Name of Taxing unit</th> <th>Tax Year of refund</th> <th>Date of Payment</th> <th>Amount Paid</th> <th>Refund amt Requested</th> </tr> </thead> <tbody> <tr> <td>Zrefund</td> <td>2016</td> <td>12/13/2016</td> <td>\$2,540.42</td> <td>\$81.48</td> </tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>			Name of Taxing unit	Tax Year of refund	Date of Payment	Amount Paid	Refund amt Requested	Zrefund	2016	12/13/2016	\$2,540.42	\$81.48																																			
Name of Taxing unit	Tax Year of refund	Date of Payment	Amount Paid	Refund amt Requested																																												
Zrefund	2016	12/13/2016	\$2,540.42	\$81.48																																												
Taxpayer's reason for refund: OP-Overpayment Refund to ENTERPRISE CONCEPTS 202 REYNOLDS AVE STE 180 LEAGUE CITY TX 77573																																																
Step 4: Sign the form	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct." sign here > <i>Holly Gibbons</i> date > 12/29/2016 If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.																																															
Step 5: Tax refund determination	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved Authorized officer <i>[Signature]</i> date > 1/17/17 sign here > <i>[Signature]</i> date > 1/17/17 Authorized officer of taxing unit for refund applications over amount required under Section 31.11 Tax Code sign here > date >																																															

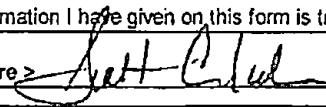
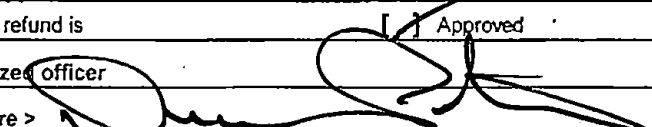
APPLICATION FOR TAX REFUND

Collecting Office Name Brazos County Tax Office 4151 County Park Court Bryan Texas 77802		Phone Number 979-775-9930		Collecting tax for: (taxing units) Brazos County, City of Bryan, City of College Station Bryan ISD, College Station ISD, F1, F2, F3, F4, City of Kurten	
To apply for a tax refund, the taxpayer must complete the following:					
Step 1:					
Owner's name	DANIEL MOWERY				
and address	3923 OLD OAKS # 5				
	BRYAN TX 77802				
Step 2:					
Describe the	Legal	OLD OAKS CONDOS BLDG F UNIT 5			
property	Address	3923 OLD OAKS DR 5			
	Acct.#	36503			
Step 3:					
Give the tax	<u>Name of Taxing unit</u>	<u>Tax Year</u>	<u>Date of</u>	<u>Amount</u>	<u>Refund amt</u>
payment		<u>of refund</u>	<u>Payment</u>	<u>Paid</u>	<u>Requested</u>
information	Zrefund	2016	12/16/2016	\$1,192.81	\$34.27
	Taxpayer's reason for refund: OP-Overpayment				
	Refund to DANIEL MOWERY 3923 OLD OAKS DR APT 5 BRYAN TX 77802-4758				
Step 4:					
Sign the form	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."				
	sign here > 			date > 1-2-16	
	If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.				
Step 5:					
Tax refund	This tax refund is' <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved				
determination	Authorized officer 				
	sign here >			date > 1/17/17	
	Authorized officer of taxing unit for refund applications over amount required under Section 31.11 Tax Code				
	sign here >			date >	

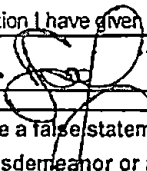

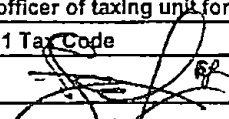
APPLICATION FOR TAX REFUND

Collecting Office Name Brazos County Tax Office 4151 County Park Court Bryan Texas 77802		Phone Number 979-775-9930	Collecting tax for: (taxing units) Brazos County, City of Bryan, City of College Station Bryan ISD, College Station ISD, F1, F2, F3, F4, City of Kurten		
To apply for a tax refund, the taxpayer must complete the following:					
Step 1:	DENNIS & AUDREY ECKLUND				
Owner's name and address	5902 WILD HORSE RUN				
	COLLEGE STATION TX 77845-2347				
Step 2:					
Describe the property	Legal	ESTATES AT RIVER RUN PH 2-BLOCK 4 LOT 15 ACRES 8.979			
	Address	5902 WILD HORSE RUN			
	Acct.#	97748			
Step 3:					
Give the tax payment information	<u>Name of Taxing unit</u>	<u>Tax Year</u>	<u>Date of</u>	<u>Amount</u>	<u>Refund amt</u>
		<u>of refund</u>	<u>Payment</u>	<u>Paid</u>	<u>Requested</u>
	Zrefund	2016	11/30/2016	\$4,617.31	\$55.80
	Taxpayer's reason for refund: OP-Overpayment				
	Refund to MEMBERS TITLE LLC 14603 HUEBNER RD BLDG 38 STE 1				
SAN ANTONIO TEXAS 78230					
Step 4:					
Sign the form	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."				
	sign here > <i>Jessie M. Courtney</i>			date > <i>12/30/16</i>	
	If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.				
Step 5:					
Tax refund determination	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved				
	Authorized officer				
	sign here > <i>[Signature]</i>			date > <i>1/17/17</i>	
	Authorized officer of taxing unit for refund applications over amount required under Section 31.11 Tax Code				
	sign here >			date >	

APPLICATION FOR TAX REFUND

Collecting Office Name Brazos County Tax Office 4151 County Park Court Bryan Texas 77802		Phone Number 979-775-9930		Collecting tax for: (taxing units) Brazos County, City of Bryan, City of College Station Bryan ISD, College Station ISD, F1, F2, F3, F4, City of Kurten	
To apply for a tax refund, the taxpayer must complete the following:					
Step 1:					
Owner's name and address	MCWHINEY FOUNDATION				
	GRADY MCWHINEY				
	PO BOX 818				
Step 2:	BUFFALO GAP TX 79508				
Describe the property	Legal	WILSON UNIT 30024727-000 CML EXPLORATION			
	Address				
	Acct.#	332693			
Step 3:					
Give the tax payment information	<u>Name of Taxing unit</u>	<u>Tax Year</u>	<u>Date of</u>	<u>Amount</u>	<u>Refund amt</u>
		<u>of refund</u>	<u>Payment</u>	<u>Paid</u>	<u>Requested</u>
	Zrefund	2016	11/30/2016	\$7.73	\$7.73
Taxpayer's reason for refund: OP-Overpayment					
Refund to MCWHINEY HISTORY EDUCATION GROUP PO BOX 818					
BUFFALO GAP TX 79508					
Step 4:					
Sign the form	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."				
	sign here > 			date > 1-5-17	
	If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.				
Step 5:					
Tax refund determination	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved				
	Authorized officer 				
	sign here >			date > 1/17/17	
	Authorized officer of taxing unit for refund applications over amount required under Section 31.11 Tax Code				
	sign here >			date >	

APPLICATION FOR TAX REFUND

Collecting Office Name Brazos County Tax Office 4151 County Park Court Bryan Texas 77802		Phone Number 979-775-9930	Collecting tax for: (taxing units) Brazos County, City of Bryan, City of College Station Bryan ISD, College Station ISD, F1, F2, F3, F4, City of Kurten		
To apply for a tax refund, the taxpayer must complete the following:					
Step 1:					
Owner's name and address	RYAN JOHNSON				
	112 RIDGE CV				
	COLLEGE STATION TX 77845-5033				
Step 2:					
Describe the property	Legal	ROLLING RIDGE SPACE 126RY			
	Address	126 RIDGEWAY			
	Acct.#	98962			
Step 3:					
Give the tax payment information	<u>Name of Taxing unit</u>	<u>Tax Year</u>	<u>Date of</u>	<u>Amount</u>	<u>Refund amt</u>
		<u>of refund</u>	<u>Payment</u>	<u>Paid</u>	<u>Requested</u>
	Zrefund	2016	10/10/2016	\$220.59	\$26.62
Taxpayer's reason for refund:		OP-Overpayment			
Refund to		RYAN JOHNSON 112 RIDGE CV COLLEGE STATION TX 77845-5033			
Step 4:					
Sign the form	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."				
	sign here > 		date >		
	If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.				
Step 5:					
Tax refund determination	This tax refund is		<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved		
	Authorized officer				
	sign here > 		date > 1/17/17		
	Authorized officer of taxing unit for refund applications over amount required under				
	Section 31.11 Tax Code				
sign here > 		date > 1.9.17			



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Budget Office NUMBER:
DATE OF COURT MEETING: 1/17/2017
ITEM: Budget Amendments FY 16/17 16.1 - 16.14
TO: Commissioners Court
FROM: Irene Jett
DATE: 01/11/2017
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00
SOURCE OF FUNDS: Individual budget amendments specifies sources.
ACTION REQUESTED OR ALTERNATIVES: Request approval.

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
16_Coversheet.pdf	16 Coversheet	Cover Memo
16.1.pdf	16.1 Capital	Backup Material
16.2.pdf	16.2 HOT	Backup Material
16.3.pdf	16.3 IT	Backup Material
16.4.pdf	16.4 Facilities Svcs	Backup Material
16.5.pdf	16.5 Non-Departmental	Backup Material
16.6.pdf	16.6 Constable Pct #3	Backup Material
16.7.pdf	16.7 Juvenile	Backup Material
16.8.pdf	16.8 IT	Backup Material
16.9.pdf	16.9 DA	Backup Material
16.10.pdf	16.10 Commissioners Court	Backup Material
16.11.pdf	16.11 Capital	Backup Material
16.12.pdf	16.12 DA Crime Fund	Backup Material
16.13.pdf	16.13 Jail	Backup Material
16.14.pdf	16.14 Tax Office	Backup Material

BRAZOS COUNTY, TEXAS**BUDGET AMENDMENT(S) FOR THE 2016-2017 BUDGET YEAR****NO. 16/17 16.1 – 16.14**

On this the 17th day of January 2017 at a regular meeting of the Commissioners' Court, the following members were present:

- A. Duane Peters, County Judge, Presiding
- B. Steve Aldrich, Commissioner, Precinct 1
- C. Sammy Catalena, Commissioner, Precinct 2
- D. Nancy Berry, Commissioner, Precinct 3
- E. Irma Cauley, Commissioner, Precinct 4
- F. Karen McQueen, County Clerk

The following proceedings were held:

THAT WHEREAS, on 17th day of January 2017 the Court heard and approved a budget amendment for the 2016-2017 budget year for Brazos County, Texas; and

WHEREAS, expenditure is necessary due to the necessity to meet unusual and unforeseen conditions which could not be reasonably included in the original budget adopted 6 September 2016, the following amendment(s) to the original budget are hereby authorized, as described on the attached page(s).

ADOPTED AND APPROVED this the 17th day of January 2017.

THE COMMISSIONERS COURT OF BRAZOS COUNTY, TEXAS.

By: _____


Duane Peters, County Judge

Original: County Clerk's Office and
Attached to the original budget

BRAZOS COUNTY, TEXAS
BUDGET AMENDMENTS
No. 16/17 - 16.1
1/17/2017

[illegible]

Date: 1/11/2017

Department Approval	Date
	
County Judge Approval	Date 11/17/15

BRAZOS COUNTY, TEXAS
BUDGET AMENDMENTS
No. 16/17 - 16.2
1/17/2017

[illegible]

Reallocation of funds to the appropriate accounts for the expansion of the Expo Phase III Expansion.

Date:

1/5/2017

ifj

Department Approval

Date _____

County Judge Approval

Date _____

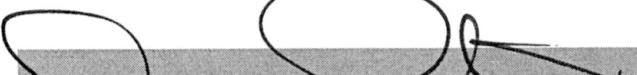
4/17/17

**BRAZOS COUNTY, TEXAS
BUDGET AMENDMENTS
No. 16/17 - 16.3
1/17/2017**

[illegible]

Date: nnm
1/11/2017

Department Approval _____ Date _____

 1/17/17

County Judge Approval _____ Date _____

1/17/2017

Reallocation of funds to the appropriate account to start the construction of the R&B - Shop Office Area.

nm
1/11/2017

Date _____

1/17/17

1/17/2017


[illegible]

Date _____

**BRAZOS COUNTY, TEXAS
BUDGET AMENDMENTS
No. 16/17 - 16.6
1/17/2017**

[illegible]

Date: 1/11/2017

<div style="border: 1px solid black; height: 40px; width: 100%;"></div>	
Department Approval	Date
<div style="border: 1px solid black; height: 40px; width: 100%;"></div>	
	11/17/17
County Judge Approval	Date

No. 16/17 - 16.7

[illegible]

To recognize revenue to Amendment 9 to the TJJD State Aid Grant that did not get included in the FY 2017 budget - expenditures to be incurred for YAP Contract.

nnm
1/11/2017

Date _____

Date _____

**BRAZOS COUNTY, TEXAS
REQUEST FOR BUDGET AMENDMENT**

REQUESTING DEPARTMENT: Juvenile

DIVISION NUMBER: 312120

FUND NUMBER: 3000

PLEASE AMEND THE FOLLOWING:

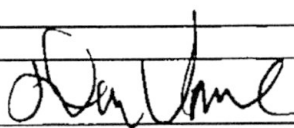
REVENUES		DOLLAR AMOUNT
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	
<u>48046500</u>	<u>TJJD - State Aid</u>	<u>\$171,563.00</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
TOTAL (A)		<u>\$171,563.00</u>

EXPENSES		
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	
<u>71025000</u>	<u>Contract Services</u>	<u>\$171,563.00</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
TOTAL (B)		<u>\$171,563.00</u>


Total (A) should equal Total (B)

Explanation: X To reclassify budget to proper accounts.

To recognize revenue to for Amendment 9 to the TJJD State Aid grant that did not get included
in the FY 2017 budget. - expenditures to be incurred for YAP contract


ELECTED OFFICIAL OR DEPARTMENT HEAD
SIGNATURE

1-9-17
DATE


Certified by Auditors Office

1-10-17
Date

1/17/2017

[illegible]

General Capital Improvement - IT

Reallocation of funds to the appropriate account to cover the maintenance cost that was not budgeted for FY 2017 for the Judicial Software project.

[illegible]

Date: 1/11/2017

Department Approval

Date _____

County Judge Approval

Date _____

1/17/2017

Courthouse Renovation and District Attorney

Reallocation of funds to the appropriate account to purchase additional furniture for the renovated DA Office.

Date _____

1/17/17

BRAZOS COUNTY, TEXAS
BUDGET AMENDMENTS
No. 16/17 - 16.10
1/17/2017

[illegible]

Reallocation of funds to the appropriate account to purchase additional furniture for Commissioners' Court.

[illegible]

Date:

nnm
1/11/2017

Department Approval

Date _____

County Judge Approval _____

Date _____

1/17/17

1/17/2017

Reallocation of funds to the appropriate account to purchase LTE Modems for Unit 260 - SO Admin and Unit 905 - Constable Pct. #3.

nnm
1/11/2017

Date _____

1/17/17
Date

1/17/2017

DA Crime Fund[illegible]

nnm
1/11/2017


Date _____

Date _____

No. 16/17 - 16.13

[illegible]

Reallocation of funds to the appropriate accounts to purchase a replacement printer for the Jail.

[illegible]

Date _____



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Human Resources NUMBER:
DATE OF COURT MEETING: 1/17/2017
ITEM: Personnel Action Forms
TO: Commissioners Court
DATE: 01/12/2017
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

[PAF_01-17-17.doc](#)

Description

Cover Sheet

Type

Cover Memo

25

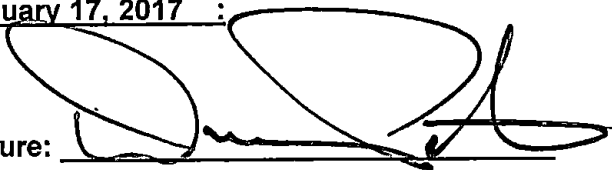
**PERSONNEL
CHANGE OF STATUS REQUESTS**

Commissioner Court Date: January 17, 2017 Department Submitting Information: Human Resources Purpose of Submissions: Consider and Take Action on Change Requests
--

Department Submitting Request(s)	Employee Request Applies To	Action Requested
County Attorney	Bull IV, Edward	Change of Status
	Cagle, Corey	Change of Status
	Suhling, Kendra	Separation
County Judge	Gott, Myra	Change of Status
District Attorney	Paul, Sydney	Employment
	Ponzio, Kristie	Separation
Juvenile Services – Academy	Body, Olivia	Separation
Sheriff's Office – Detention	Frodge, Celia	Change of Status
	Hawkins, I'Terrika	Employment
	Kamara, Oumarou	Employment
	Osburn, Macy	Change of Status
	Ruland, Joseph	Employment
Tax Office	Harris, Sireesha	Change of Status

Approved in Commissioners' Court: January 17, 2017 :

County Judge's or Commissioner's Signature:
(This Copy to be attached to minutes)





BRAZOS COUNTY
BRYAN, TEXAS

CLAIMS

COMMISSIONERS COURT MEETING: January 17, 2017

CLAIMS TO BE PAID BY BRAZOS COUNTY:

CLAIM # 7151837

Thru

CLAIM # 7152053

The Court voted unanimously to approve these Claims as submitted.

A handwritten signature in black ink, appearing to read "Duane Peters", written over a horizontal line.

Duane Peters
County Judge

A handwritten signature in black ink, appearing to read "Karen McQueen", written over a horizontal line.

Karen McQueen
County Clerk

A handwritten signature in black ink, appearing to read "Ryan J. Workman", written over a horizontal line.

Chief Deputy



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 1/17/2017

ITEM: Acknowledgement of the Brazos County Expo Complex FY 2017 First Quarter Sales & Marketing Report.

TO: Commissioners Court

DATE: 01/12/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

Description

Type

[Expo FY17 First Quarter Sales and Marketing Report.pdf](#) Report

Cover Memo

Brazos County Expo Complex FY 2017 First Quarter Sales & Marketing Report



January 12, 2017

ACKNOWLEDGED

Duane Peters
County Judge

1/17/17
Date

Brazos County Expo - Quarterly Report

First Quarter Data – October to December 2016

Sales

Multi-Day/Out of County Events held this Quarter with estimated room nights

*Texas High School Region 9 Rodeo October 8-9th ~30 Room Nights

2016 TTI Short Course Meeting and Fajita Fest October 10th 880 in Attendance and ~40 Room Nights for Expo Vendors

*Texas Professional Real Estate Inspectors Association Conference October 15-17th ~105 Room Nights

Brazos Valley Fair & Rodeo October 21-23rd 17,000 in Attendance and ~120 Room Nights

*Southwest Electrical Metering Association Convention October 24-28th 870 Room Nights

STX Comic Book Show and Convention November 4-6th ~200 Room Nights

*The Mini Major All Breed Cattle Show November 5-6th ~30 Room Nights

*Heritage Days Classic November 10-13th ~100 Room Nights

*Texas High School Region 9 Rodeo November 12-13th ~40 Room Nights

Big Loop Big Money Team Roping event November 25-27th ~20 Room Nights

Texas American Saddle Horse Association Holiday Show December 2-4th ~180 Room Nights

Southern Classic Livestock Show December 10-11th ~100 Room Nights

Texas Quarter Horse Association Introductory Show & Clinic December 10-11th ~80 Room Nights

*Denotes New Event for 2016

1. Contacts/Inquiries

Number of Individuals/Groups contacted – 82

Bookings

Union Pacific Meeting

Vista College Graduation

Kubota Corporate Trainings (2)

Squadron 8 Parent's Weekend Banquet

Superior Combative Championship 2
Brazos County Extension Lamb Sale
District 9 4-H Horse Show
Holsey Benefit Cutting Horse Event
Wedding Reception/Private Party- 3
Number of Events Booked- 12

2. Current Leads

Junk Hippy Market
Carson and Barnes Circus
Southwest Reining Cow Horse Association
US Team Penning Association Clinic or Show
Professional Armed Forces Rodeo Association
Lone Star Pony Club
P2 Productions Barrel Race
2018 American Society of Civil Engineers
2018 Boston Terrier Nationals
2018 Australian Cattle Dog Nationals
2018 National ABBA Brahman Show
2019 International Association of Government Officials Mid-Winter Conference
2019 International Association of Government Officials Annual Conference
2019 North and East Texas County Judges and Commissioners Association Conference
2019 National Jr. ABBA (All American) Brahman Show

3. 27 out of 37 events for the quarter have been retained. More are pending dates or final board approval.

Marketing

1. Website Stats (October 1-December 31, 2016)

Visits and Visitors – 7,571 visits from 5,681 visitors in 724 cities

New Visitors – 5,369 or 70.9%

Returning Visitors – 2,202 or 29.1%

Average # of Pages Viewed per Visit – 3.24

Total Page Views – 24,521

Average Time on Site per Visit – 1:33

Location - Top 6 visitor cities and number of visits

College Station – 1,594

Houston – 1,394

Bryan - 758

Austin – 613

Dallas - 308

Ashburn, VA- 298

Mobile - Top 3 devices and number of visits

iPhone – 2,083

iPad – 282

Samsung SM-G900V Galaxy S5- 56

Traffic Sources – How visitors find our website and number of visits

#1 - Search (search engines Google, Yahoo, Bing, etc.) – 4,625 or 61.9%

#2 - Direct (typing our url directly into their web browser) – 1,611 or 21.28%

#3 - Referral– 1,223 or 16.15%

Content – Top 5 pages visited and number of views

Home Page – 5,620

Calendar – 3,793

Complex – 835

Brazos Valley Fair Calendar Entry – 707

December Calendar – 667

The following social media websites are updated:

Facebook.com – Likes 3,948

Twitter.com – Followers 2,631

Google My Business – 34,200 Total Views
1,020 Total Clicks

2. Advertising

Online

Targeted Marketing-Ad placement for identified population

Facebook Ads

Rectangular Banner Ad Brazos Valley Bride

Print

Third Page Ad Brazos Valley Bride Fall

Broadcast

KBTX Noon Show- November

In Partnership with CVB

Meeting Planners Showcase and Austin Familiarization Trip

Connect Faith- Orlando, FL Reverse trade show for faith based US event planners

Connect Texas- Galveston, TX Reverse trade show for Texas Meeting Planners

FY 2017 Second Quarter Sales and Marketing Preview

Advertising

Online

Targeted Marketing-Ad placement for identified population

Facebook Ads

Rectangular Banner Ad Brazos Valley Bride

Print

Quarter Page Ad Brazos Valley Bride-Fall

Broadcasting

KBTX Noon Show- TBD

Tradeshows

Brazos Valley Bridal Show

Multi-Day/Out of County Events to be held

High Caliber Gun and Knife Shows January 13-15th

Texas High School Rodeo Region 9 January 13-15th

*Kubota Corporate Training January 17-19th and 24-26th

*Seth Broesche Memorial Team Roping, Barrel Racing, & Concert January 27-29th

Texas A&M Construction Science Career Fair February 1-3rd

Texas High School Rodeo Region 9 February 3-5th

United States Team Roping South Texas Championship February 9-12th

Texas Mounted Shooters February 17-19th

Texas High School Rodeo Region 9 February 24-26th

*Interscholastic Equestrian Association Regional Finals March 3-5th

Texas A&M College Rodeo March 17-18th

*Champion of Champions Invitational Team Roping March 16-19th

Aggie Comic Book Show and Convention 48 March 24-26th

Texas High School Region 9 Rodeo and Banquet March 24-26th

Texas Quarter Horse Association Aggie Super Circuit March 29th-April 2nd

*Denotes New Event for 2017



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: NUMBER:
DATE OF COURT MEETING: 1/17/2017
ITEM: Acknowledgement of Monthly Reports submitted in December 2016.
TO: Commissioners Court
DATE: 01/10/2017
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
Monthly Reports Submitted in December 2016.pdf	Monthly Reports	Cover Memo



BRAZOS COUNTY
BRYAN, TEXAS

ACKNOWLEDGEMENT

The Brazos County Commissioners Court hereby acknowledges receipt of all monthly reports that were submitted during the month of

December 2016

A handwritten signature in black ink, appearing to read "Duane Peters", is written over a horizontal line. To the right of the signature, the date "1/17/17" is handwritten.

Duane Peters
County Judge

Date