



## **MINUTES**

**JANUARY 24, 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 24, 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.

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 Catalena

2. Call for Citizen input and/or concerns

There was no citizen's input.

**Consider and take action on agenda items 3-22:**

3. Appointment of Jason Shubert to the Regional Transportation Planning Committee (RTPC); term of appointment is 1/24/2017 - 9/30/2017.

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

4. Request from the Collections Department for out-of-state travel for Tanya Skinner to attend the National Conference of American Courts Collections in Las Vegas, Nevada. Dates of travel are February 21-25, 2017.

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

5. Payment Authorization to N-Line in the amount of \$652.00 for last month rental on barricades for Greens Prairie Trail; invoice received after purchase order was closed.

This payment authorization is requested by the Road and Bridge Department.

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

6. Payment Authorization to Post Oak Florist in the amount of \$110.95 for a fresh arrangement to promote the Brazos Center at the 2016 Bridal Show; a purchase order was not obtained in advance.

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

7. Payment Authorization to Kone Inc. in the amount of \$6,600.31 for elevator repair services in Fiscal Year 2016; purchase order closed before receiving invoices.

This payment authorization is requested by Facility Services.

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

8. Acceptance of Donation in the amount of \$5,015.44 from Mr. Noble Douglass for Constable Pct. 3 to purchase ammo.

A copy is attached.

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

9. Request from Fleet that a 2007 Chevrolet Silverado, known as County Asset

#A001000799, be transferred to Facilities Services and the unit number be changed to FS7120.

A copy is attached.

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

10. Authorization for the County Judge, County Auditor and Emergency Management Coordinator to sign the FY 2016 Emergency Management Performance Grant (EMPG) Application.

Commissioner Cauley offered a motion to authorize the County Judge, County Auditor and Emergency Management Coordinator to sign the Emergency Management Performance Grant Application with the correction of the fiscal year to 2017. The motion was seconded by Commissioner Berry and passed unanimously. A copy of the application is attached.

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

11. Request approval of the 2017 Brazos County, Texas Capital Improvement Program for Fiscal Year 2017.

A copy is attached.

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

12. Approval of the job description for Class Code 1713, Position 03 - Clerk, Temp. for District Clerk.

A copy of the job description is attached.

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

13. Consider and take action on a Fiber Optic Line Agreement between Brazos County and Brazos Central Appraisal District.

A copy of the agreement is attached.

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

14. Approval to cancel contract with Frank & Son Dozerworks for Drake Drive Median Improvements.

A copy of the cancellation of contract is attached.

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

15. Renewal of contract #17-268R for Heavy Machinery Rental with Mustang Rental Services.

A copy of the renewal of contract is attached.

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

16. Approval of award and contract with Civil Constructors, Inc (also know as Texcon General Contractors) for Drake Drive Median Improvements.

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.

17. Approval of contract with Strong Surveying for a topographic survey of the Juvenile Justice Center Expansion.

A copy of the contract is attached.

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

18. Request permission to enter private property owned by John V. Whiting at 10800 Boxley Bend. Project will require the County to remove underbrush on property for better sight distance around curve. Site is located in Precinct 4.

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

19. Tax Refund Applications for the following:

- a. Sonia Pesina Mireles-overpayment-\$15.93
- b. Texas Country Title-overpayment-\$639.96
- c. Five Nine Seven Ltd Partnership-overpayment-\$337.51
- d. Michael Brannan-overpayment-\$4808.16
- e. Becky & Juan Becerra-overpayment-\$33.02



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

20. Budget Amendments.

Budget Amendments FY 16/17 17.1 - 17.3

Commissioner Cauley offered a motion to approve the Budget Amendments with the correction of the amendments to be FY 16/17 17.1 - 17.4 and the second line on 17.4 to read Computer Contracts. The motion was seconded by Commissioner Berry and passed unanimously.

17.1 Transfer funds from General Capital Improvement to Road and Bridge.

17.2 Reallocate funds for the Sheriff's Office-Administration.

17.3 Reallocate funds for General Capital Improvement - Expo Complex.

17.4 Transfer funds from General Fund Contingency to Information Technology.

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

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

22. Payment of Claims.

Claims 7152054-7152239

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

23. Sheriff's report on inmate population.

Deputy Stuart stated there were 624 inmates in jail, 48 have electronic monitors, 7 are pending for monitors and 25 have monitors with bond conditions.

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

There were no announcements.

25. Call for Citizen input and/or concerns

Chief Stewart thanked the Court and elected Constables for allowing officers to travel to the Inauguration in Washington D.C. Chief Stewart said that Rick Perry acknowledged the officers from Brazos County.

26. Adjourn.

The foregoing minutes of the Commissioners Court meeting held January 24, 2017 have been examined and are approved in open Court this 6th day of February, 2017, in Bryan, Brazos County, Texas.



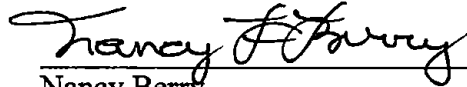
Duane Peters  
County Judge



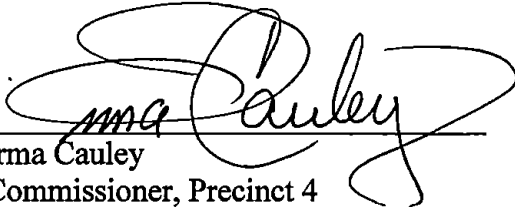
Steve Aldrich  
Commissioner, Precinct 1



Sammy Catalena  
Commissioner, Precinct 2



Nancy Berry  
Commissioner, Precinct 3

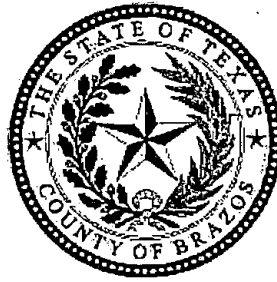


Irma Cauley  
Commissioner, Precinct 4

Attest:



Karen McQueen  
County Clerk



**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 24, 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 Catalena
2. Call for Citizen input and/or concerns

**Consider and take action on agenda items 3-22:**

3. Appointment of Jason Shubert to the Regional Transportation Planning Committee (RTPC); term of appointment is 1/24/2017 - 9/30/2017.
4. Request from the Collections Department for out-of-state travel for Tanya Skinner to attend the National Conference of American Courts Collections in Las Vegas, Nevada. Dates of travel are February 21-25, 2017.
5. Payment Authorization to N-Line in the amount of \$652.00 for last month rental on barricades for Greens Prairie Trail; invoice received after purchase order was closed.
6. Payment Authorization to Post Oak Florist in the amount of \$110.95 for a fresh arrangement to promote the Brazos Center at the 2016 Bridal Show; a purchase order was not obtained in advance.
7. Payment Authorization to Kone Inc. in the amount of \$6,600.31 for elevator repair services in Fiscal Year 2016; purchase order closed before receiving invoices.
8. Acceptance of Donation in the amount of \$5,015.44 from Mr. Noble Douglass for Constable Pct. 3 to purchase ammo.
9. Request from Fleet that a 2007 Chevrolet Silverado, known as County Asset #A001000799, be transferred to Facilities Services and the unit number be changed to FS7120.

**FILED**

2017 JAN 20 A 9:07

KAREN McQUEEN, COUNTY CLERK  
BRAZOS COUNTY, BRYAN, TEXAS  
*Sho Workman* DEPUTY

10. Authorization for the County Judge, County Auditor and Emergency Management Coordinator to sign the FY ~~2016~~ <sup>2017</sup> Emergency Management Performance Grant (EMPG) Application.
11. Request approval of the 2017 Brazos County, Texas Capital Improvement Program for Fiscal Year 2017.
12. Approval of the job description for Class Code 1713, Position 03 - Clerk, Temp. for District Clerk.
13. Consider and take action on a Fiber Optic Line Agreement between Brazos County and Brazos Central Appraisal District.
14. Approval to cancel contract with Frank & Son Dozerworks for Drake Drive Median Improvements.
15. Renewal of contract #17-268R for Heavy Machinery Rental with Mustang Rental Services.
16. Approval of award and contract with Civil Constructors, Inc (also know as Texcon General Contractors) for Drake Drive Median Improvements.
17. Approval of contract with Strong Surveying for a topographic survey of the Juvenile Justice Center Expansion.
18. Request permission to enter private property owned by John V. Whiting at 10800 Boxley Bend. Project will require the County to remove underbrush on property for better sight distance around curve. Site is located in Precinct 4.
19. Tax Refund Applications for the following:
  - a. Sonia Pesina Mireles-overpayment-\$15.93
  - b. Texas Country Title-overpayment-\$639.96
  - c. Five Nine Seven Ltd Partnership-overpayment-\$337.51
  - d. Michael Brannan-overpayment-\$4808.16
  - e. Becky & Juan Becerra-overpayment-\$33.02
20. Budget Amendments.  
Budget Amendments FY 16/17 17.1 - 17.4
21. Personnel Change of Status.  
Personnel Action Forms
22. Payment of Claims.
23. Sheriff's report on inmate population.
24. Announcement of interest items and possible future agenda topics.
25. Call for Citizen input and/or concerns
26. 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

24<sup>th</sup> DAY OF January, 2017  
10:00 AM/~~PM~~, \_\_\_\_\_

Name (PLEASE PRINT)	Organization (PLEASE PRINT)
<u>KAREN McQUEEN</u>	<u>County Clerk</u>
<u>[Signature]</u>	<u>County Clerk's Office</u>
<u>Michelle Meade</u>	<u>BCEM</u>
<u>Danion Ware</u>	<u>BCEM</u>
<u>Chaplain G.H. Jones</u>	<u>Chaplain</u>
<u>R. Alan Mungler</u>	<u>RIB</u>
<u>Tanya Shum</u>	<u>Collections</u>
<u>Beth Ballant</u>	<u>CA</u>
<u>Bethany Jones</u>	<u>County Judge</u>
<u>Jane Butler</u>	<u>Postable City</u>
<u>Kevin Stuart</u>	<u>BCSO</u>
<u>Melissa Perez</u>	<u>MCU</u>
<u>Jennifer Salazar</u>	<u>HR</u>
<u>Nina Means</u>	<u>Budget</u>
<u>Irene Jeff</u>	<u>Budget</u>

# BRAZOS COUNTY COMMISSIONER'S COURT

24<sup>th</sup> DAY OF January, 2017  
10:00 AM/~~PM~~, \_\_\_\_\_

Name

(PLEASE PRINT)

Maggie See

CALDER LIVERY

JR INGRAM

Katie Connor

LAURAT DAVIS

WM. CHARLES WENIST

ERIC CALDWELL

Donald Lampo

Jim Stewart

Irene Gatt

Candy Gallego

Organization

(PLEASE PRINT)

Audit

BCC PC3

BCCO PC3

Auditor

TREAS

PURCHASING

BCIT

Constable PC+2

Chief Deputy Sheriff's Office

Budget

Comm. Court





**BRAZOS COUNTY  
BRYAN, TEXAS**

---

DEPARTMENT: NUMBER:  
DATE OF COURT MEETING: 1/24/2017  
ITEM: Appointment of Jason Shubert to the Regional Transportation Planning Committee (RTPC);  
term of appointment is 1/24/2017 - 9/30/2017.  
TO: Commissioners Court  
DATE: 12/01/2016  
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

**Jason Shubert**

as a

**Committee Member**

to the

**Regional Transportation Planning Committee (RTPC)**

\*\*Term of appointment is 1/24/17 – 9/30/17.

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 "1/24/17" is handwritten.

Duane Peters  
County Judge

Date



**BRAZOS COUNTY  
BRYAN, TEXAS**

---

DEPARTMENT: Collections NUMBER:

DATE OF COURT MEETING: 1/24/2017

ITEM: Request from the Collections Department for out-of-state travel for Tanya Skinner to attend the National Conference of American Courts Collections in Las Vegas, Nevada. Dates of travel are February 21-25, 2017.

TO: Commissioners Court

FROM: Tanya Skinner

DATE: 01/17/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

**File Name**

[email.pdf](#)

[email2.pdf](#)

**Description**

Email from Tanya

Email invitation to speak

**Type**

Cover Memo

Cover Memo

4

**BRAZOS COUNTY  
BRYAN, TEXAS**

---

DEPARTMENT: Collections                      NUMBER:

DATE OF COURT MEETING: 1/24/2017

ITEM: Request from the Collections Department for out-of-state travel for Tanya Skinner to attend the National Conference of American Courts Collections in Las Vegas, Nevada. Dates of travel are February 21-25, 2017.

TO: Commissioners Court

FROM: Tanya Skinner

DATE: 01/17/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

<u>File Name</u>	<u>Description</u>	<u>Type</u>
<a href="#">email.pdf</a>	Email from Tanya	Cover Memo
<a href="#">email2.pdf</a>	Email invitation to speak	Cover Memo

**APPROVED**

1/24/17

\_\_\_\_\_  
Duane Peters  
County Judge                      Date



**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT: Purchasing

NUMBER:

DATE OF COURT MEETING: 1/24/2017

ITEM: Payment Authorization to N-Line in the amount of \$652.00 for last month rental on barricades for Greens Prairie Trail; invoice received after purchase order was closed.

TO: Commissioners Court

FROM: Mandy Rutledge

DATE: 01/17/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

NOTES/EXCEPTIONS: Purchase order was closed out because we thought all billing was completed. This is the last month the barricades were up. Invoice is approved by Gary Arnold.

**ATTACHMENTS:**

**File Name**

[invoice\\_n-line.pdf](#)

[image0012.pdf](#)

**Description**

back up

Payment Authorization

**Type**

Cover Memo

Cover Memo



**BRAZOS COUNTY**  
**Payment Authorization**

**Vendor #:** 96964 **Division:** 63560100  
**Pay to:** N-Line / AWP Company **Today's Date:** 1/17/17  
**Address:** PO BOX 4750  
Bryan TX 77805

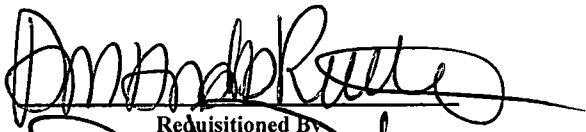

Attach **ALL** supporting data such as invoices, meal and hotel receipts, airline tickets, seminar brochure(s) or syllabus, brochure(s) or syllabus, registration forms, etc.

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
10/26/16	169898b	barricades signs and traffic handling			1,956.00
		for Greens Prairie Trail Ext 10/1/16-10/25/16			
1/13/17	173610B	CREDIT MEMO - invoice should have been			-1,304.00
		for one month only			

"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** \$ **652.00**

FUND	DIVISION	ACCOUNT	PROJECT#	AMOUNT
	63560100	80715000		\$ 652.00

  
Requisitioned By  
  
Approved/County Judge

**TOTAL \$ 652.00**

Approved/County Auditor



**BRAZOS COUNTY  
BRYAN, TEXAS**

---

DEPARTMENT: Brazos Center                      NUMBER:

DATE OF COURT MEETING: 1/24/2017

ITEM: Payment Authorization to Post Oak Florist in the amount of \$110.95 for a fresh arrangement to promote the Brazos Center at the 2016 Bridal Show; a purchase order was not obtained in advance.

TO: Commissioners Court

FROM: Joanna Spencer

DATE: 01/17/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

**File Name**

[Post\\_Oak\\_Florist.pdf](#)

[Post\\_Oak\\_Florist\\_Invoice.pdf](#)

**Description**

Payment Authorization to Post Oak Florist

Post Oak Florist Invoice

**Type**

Cover Memo

Cover Memo

# BRAZOS COUNTY

## Payment Authorization

**Vendor #:** 90036

**Pay to:** Post Oak Florist

**Address:** 900-12 Harvey Road  
College Station TX77840

**Division:** 36500100  
**Today's Date:** 01.17.17

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
09.18.16	014183	Fresh Arrangement to promote the Brazos			110.95
		Center booth at the fall 2016 Bridal Show.			
		Purchase order was not obtained prior			
		to the event.			

"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."

<b>FREIGHT</b>	
<b><u>TOTAL</u></b>	<b>\$ 110.95</b>

from the violation of these State laws."

*[Signature]*  
Requisitioned By

*[Signature]*  
Approved/County Judge

[illegible]

**TOTAL \$ 110.95**

**Approved/County Auditor**





**BRAZOS COUNTY  
BRYAN, TEXAS**

---

DEPARTMENT: Facility Services                      NUMBER:

DATE OF COURT MEETING: 1/24/2017

ITEM: Payment Authorization to Kone Inc. in the amount of \$6,600.31 for elevator repair services in Fiscal Year 2016; purchase order closed before receiving invoices.

TO: Commissioners Court

FROM: Shelley Turek

DATE: 01/18/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

NOTES/EXCEPTIONS: These invoices are for last budget year services. Invoices were never received by the Facility Services Dept. Original Purchase Order was closed at the end of the budget year 2016.

**ATTACHMENTS:**

**File Name**

[Payment Authorization to Kone Inc..pdf](#)

**Description**

Payment Authorization

**Type**

Cover Memo

7

Division: 17000100  
1/28/2017

[illegible]

FUND	DIVISION	ACCOUNT	PROJECT #	AMOUNT
	17000100	712060000		\$6,600.31
<b>TOTAL</b>				<b>\$6,600.31</b>

PLEASE SEND TO AUDITOR'S OFFICE



**BRAZOS COUNTY  
BRYAN, TEXAS**

---

DEPARTMENT: NUMBER:  
DATE OF COURT MEETING: 1/24/2017  
ITEM: Acceptance of Donation in the amount of \$5,015.44 from Mr. Noble Douglass for Constable Pct. 3 to purchase ammo.  
TO: Commissioners Court  
DATE: 01/18/2017  
FISCAL IMPACT: False  
BUDGETED: False  
DOLLAR AMOUNT: \$0.00  
SOURCE OF FUNDS: Noble Douglass

**ATTACHMENTS:**

**File Name**

**Description**

**Type**

[DONATION\\_OF\\_COUNTY\\_PROPERTY\\_FROM\\_NOBLE\\_DOUGLASS.pdf](#) Acceptance of Donated Property

Cover Memo



8

**BRAZOS COUNTY, TEXAS  
ACCEPTANCE OF DONATED/AWARDED PROPERTY  
DONATION OF COUNTY PROPERTY**

Date: 1/17/17

☒ Acceptance of Donated/Awarded Property  
(Awarded property requires signed court documentation)

☐ Donation of County Property

☐ Acceptance of Donated Inmate Property  
(Requires signed inmate documentation – NO VALUE ASSESSED)

Item Description: Ammo

Please provide all information requested below as applicable to the property being accepted or donated. Forms containing any blank fields will be returned for completion.

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_ SN/VIN #: \_\_\_\_\_

☐ Functional ☐ Non-Functional. Explain if Non-Functional \_\_\_\_\_

Additional Description/Information: donation of \$5015.44 from Mr. Noble Douglass for ammo purchase.

Estimated Value: \_\_\_\_\_

Check box for Capital Asset (value/initial cost is over \$5000)

Acceptance of Donated Property	Donation of County Property
Check the appropriate account based on estimated value of property being accepted:  <input type="checkbox"/> 61235000 (Donation - Other)* <input checked="" type="checkbox"/> 60010000 (No Asset Tag - Under \$500) <input type="checkbox"/> 67010000 (Minor Property - \$500 - \$4999) <input type="checkbox"/> 80010000 (Capital Property - Over \$5000)	Check the appropriate entity property being donated to:  Government Entity: <u>CONSTABLE PCT. 3</u> Organization Name  Other (Due to Statutory requirements prior approval is required by Purchasing: <u>CONSTABLE PCT. 3</u> Organization Name

\*Donation – Other to be used for funds donated to Brazos County for use of a non-county expenditure.

I certify that the above mentioned item has been donated or awarded to Brazos County. This item has been received in good faith and upon approval by Commissioner's Court will become a part of the General Fixed Asset Account of Brazos County. The determination to accept or reject the donation will be made at the sole discretions of Commissioners Court based upon such things as usefulness, projected operating, maintenance and insurance costs.

Requesting Department: \_\_\_\_\_

BCC3  
Department Name

Calden J. 903  
Authorized Signature

Organization Receiving Donated Property: \_\_\_\_\_

Calden J. 903  
Authorized Signature

Approved by Commissioners Court on this 24<sup>th</sup> day of January, 2017

[Signature]  
Commissioners Court Approval



**BRAZOS COUNTY  
BRYAN, TEXAS**

---

DEPARTMENT: Fleet Services NUMBER:

DATE OF COURT MEETING: 1/24/2017

ITEM: Request from Fleet that a 2007 Chevrolet Silverado, known as County Asset #A001000799, be transferred to Facilities Services and the unit number be changed to FS7120.

TO: Commissioners Court

FROM: Ken Chadwick

DATE: 01/12/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

**File Name**

[img0434.pdf](#)

**Description**

Memo & Transfer Sheet

**Type**

Backup Material



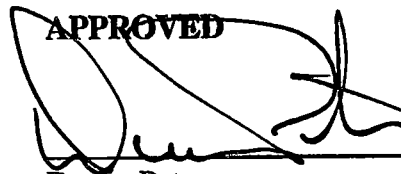
**BRAZOS COUNTY FLEET SERVICES**



1601 LOUIS ST. BRYAN, TEXAS 77803  
PHONE: (979) 361-1880 FAX: 361-1884

**MEMORANDUM**

**APPROVED**

  
Duane Peters  
County Judge

1/24/17  
Date

**DATE:** 1/12/2017  
**TO:** COMMISSIONERS COURT  
**FROM:** FLEET SERVICES  
**RE:** ASSET TRANSFER OF UNIT EXPO #7120 – ASSET # A001000799

---

The Fleet Services department is requesting that Expo Unit #7120 be transferred to Facility Services. The 2007 Chevrolet Silverado known as Unit #7120 was replaced with FY17 Capital Improvement Funds due to the mileage nearly reaching 130,000 miles. Fleet Services feels that this unit may not be useful to the Expo but will likely continue to suit the needs of Facility Services for one more year. It is our recommendation that this unit be transferred to Facility Services to accommodate their need of a vehicle for FY17.

Thank you for your consideration,



Ken Chadwick  
Fleet Manager



**BRAZOS COUNTY  
BRYAN, TEXAS**

---

DEPARTMENT: Emergency Management      NUMBER:

DATE OF COURT MEETING: 1/24/2017

ITEM: Authorization for the County Judge, County Auditor and Emergency Management Coordinator to sign the FY 2016 Emergency Management Performance Grant (EMPG) Application.

TO: Commissioners Court

FROM: Michele Meade

DATE: 01/18/2017

FISCAL IMPACT: True

BUDGETED: True

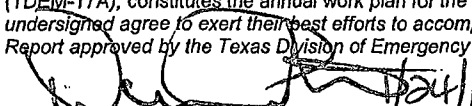
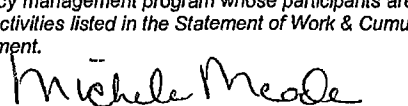
DOLLAR AMOUNT: \$0.00

ACTION REQUESTED OR  
ALTERNATIVES: Authorize the County Judge, County Auditor and Emergency Management Coordinator to sign the FY 2016 Emergency Management Performance Grant (EMPG) Application.

**ATTACHMENTS:**

<b><u>File Name</u></b>	<b><u>Description</u></b>	<b><u>Type</u></b>
<a href="#"><u>Brazos County FY17 EMPG Application - _not_signed.pdf</u></a>	Brazos County FY17 EMPG Application	Cover Memo

# FISCAL YEAR 2017 EMERGENCY MANAGEMENT PERFORMANCE GRANT APPLICATION

1. APPLICANT NAME (Jurisdiction): <b>Brazos County</b>	
2. COUNTY: <b>Brazos</b>	3. DISASTER DISTRICT: <b>13</b>
4. EMPG STATUS: <input checked="" type="checkbox"/> Current EMPG Program participant <input type="checkbox"/> New EMPG Program applicant	
5. PROGRAM PARTICIPANTS: (List all jurisdictions that are participants in your emergency management program. Identify any jurisdictions that have <b>joined</b> or <b>withdrawn</b> from your program in the last year.)  Brazos County, City of Bryan, City of College Station, City of Kurten, City of Wixon Valley, and Texas A & M University	
6. CHECKLIST OF APPLICATION ATTACHMENTS: (See the FY 2017 <i>Emergency Management Performance Grant (EMPG) Guide</i> for information on completing these forms.)	
<input checked="" type="checkbox"/> Designation of Grant Officials (TDEM-17B) <input checked="" type="checkbox"/> Statement of Work & Cumulative Progress Report (TDEM-17A) - This form shall be signed by the EMC <input checked="" type="checkbox"/> EMPG Staffing Pattern (TDEM-66) - The Authorized Official shall sign this form <input checked="" type="checkbox"/> Application for Federal Assistance (TDEM-67) - The Authorized Official shall sign this form <input checked="" type="checkbox"/> EMPG Staff Job Description (TDEM-68) - A <b>current</b> job description is required for each staff member listed in the FY 2017 EMPG Staffing Pattern (TDEM-66) <input checked="" type="checkbox"/> FEMA Form 20-16 Summary Sheet for Assurances & Certifications - Shall be signed by an Authorized Official Attached: <input checked="" type="checkbox"/> FEMA Form 20-16A, Assurances – Non-Construction Programs <input checked="" type="checkbox"/> FEMA Form 20-16C, Certifications Regarding Lobbying, Debarment, Suspension, & Other Responsibility Matters; and Drug-Free Workplace Requirements <input checked="" type="checkbox"/> FEMA Form SF LLL, Disclosure of Lobbying Activities - Signed by the Authorized Official <b>required only if the applicant performs lobbying to influence federal actions</b> <input checked="" type="checkbox"/> Direct Deposit Authorization (form 74-146) or Application for Payee ID Number (form AP-152) - The Grant Financial Officer shall sign this form - <b>one should be submitted each year to include a mail code.</b> <input checked="" type="checkbox"/> Travel Policy Certification (TDEM-69) - The Grant Financial Officer shall sign this form	
7. CERTIFICATION: This Application, together with the approved EMPG Statement of Work & Cumulative Progress Report (TDEM-17A), constitutes the annual work plan for the emergency management program whose participants are listed above. The undersigned agree to exert their best efforts to accomplish all activities listed in the Statement of Work & Cumulative Progress Report approved by the Texas Division of Emergency Management.	
 _____ Authorized Official (Original Signature) <b>Duane Peters</b> _____ Printed Name	 _____ Emergency Management Coordinator (Original Signature) <b>Michele Meade</b> _____ Printed Name:

TDEM-17

Page 1 of 1

10/16

Mail completed forms and application materials to:

Finance and Grant Management Unit  
 Texas Division of Emergency Management  
 Texas Department of Public Safety  
 Attn: Heather Baxter  
 5805 N Lamar Blvd.  
 Austin, TX 78752

or

Email: TDEM.EMPG@dps.texas.gov



**FISCAL YEAR 2017  
DESIGNATION OF EMPG GRANT OFFICIALS**

**APPLICANT NAME (JURISDICTION):** Brazos County

EMERGENCY MANAGEMENT COORDINATOR*	
<b>NAME</b>	<input type="checkbox"/> Mr. <input checked="" type="checkbox"/> Ms. Michele Meade *If newly appointed, attach form TDEM-147
Official Mailing Address Please include mail stop code	Brazos County Emergency Management 110 N. Main St., Ste. 100 Bryan, TX 77803
Daytime Phone Number	( 979 ) 821-1011      Alternate Number ( 979 ) 821-1010
Fax Number	( 979 ) 393-9922
E-mail Address	mmeade@brazoscountytexas.gov

POINT OF CONTACT (RESPONSIBLE FOR APPLICATION)	
<b>NAME</b>	<input type="checkbox"/> Mr. <input checked="" type="checkbox"/> Ms. Michele Meade
Title	Emergency Management Coordinator
Official Mailing Address Please include mail stop code.	Brazos County Emergency Management 110 N. Main St., Ste. 100 Bryan, TX 77803
Daytime Phone Number	( 979 ) 821-1011      Alternate Number ( 979 ) 821-1010
Fax Number	( 979 ) 393-9922
E-mail Address	mmeade@brazoscountytexas.gov

GRANT FINANCIAL OFFICER (CANNOT BE THE SAME AS EMC)	
<b>NAME</b>	<input type="checkbox"/> Mr. <input checked="" type="checkbox"/> Ms. Katie Butler
Title	Brazos County Auditor
Official Mailing Address Please include mail stop code.	Brazos County Auditor's Office 200 S. Texas Ave., Ste. 218 Bryan, TX 77803
Daytime Phone Number	( 979 ) 361-4359
Fax Number	( 979 ) 361-4188
E-mail Address	kconner@brazoscountytexas.gov

AUTHORIZED OFFICIAL (MAYOR, COUNTY JUDGE, CITY MANAGER)	
<b>NAME</b>	<input checked="" type="checkbox"/> Mr. <input type="checkbox"/> Ms. Duane Peters
Title	Brazos County Judge
Official Mailing Address Please include mail stop code.	Brazos County Judge's Office 200 S. Texas Ave., Ste. 332 Bryan, TX 77803
Daytime Phone Number	( 979 ) 361-4102
Fax Number	( 979 ) 361-4503
E-mail Address	dpeters@brazoscountytexas.gov

**FISCAL YEAR 2017  
EMPG STATEMENT OF WORK & CUMULATIVE PROGRESS REPORT**

Applicant Name (Jurisdiction): **Brazos County**

Jurisdiction DUN/SAM # **052960341**

Congressional District # **17**

SAM Status **Active**

Population

**215,037**

2017 census data available at:

<http://quickfacts.census.gov/qfd/states/48000.html>

KEY DOCUMENT SUBMISSIONS AND APPROVALS				
Document	Submitter	Date	TDEM Reviewer	Date
Statement of Work	Michele Meade	1/27/2017		
Progress Report #1				
Progress Report #2				

TASK 1—WORK PLAN & SEMIANNUAL PROGRESS REPORT	
<input checked="" type="checkbox"/> Work Plan	Jurisdiction will submit an EMPG Application, two Progress Reports, four Quarterly FEMA Training matrices, and four Quarterly Financial Reports
<input type="checkbox"/> Progress Report #1	<input type="checkbox"/> Progress Report #1 is being submitted to TDEM FGM <input type="checkbox"/> First Financial Report has been submitted to TDEM FGM
<input type="checkbox"/> Progress Report #2	<input type="checkbox"/> Progress Report #2 is being submitted to the TDEM FGM <input type="checkbox"/> Second & Third Quarter Financial Reports have been submitted to TDEM FGM <input checked="" type="checkbox"/> Fourth Quarter Financial Report has been submitted to TDEM FGM

TASK 2—LEGAL AUTHORITIES FOR EMERGENCY MANAGEMENT PROGRAM	
<input checked="" type="checkbox"/> Work Plan	Jurisdiction will maintain current legal documents establishing emergency management program <input checked="" type="checkbox"/> Legal documents are current & on file with TDEM; no additional action is required. <input type="checkbox"/> Jurisdiction will prepare or update & submit to TDEM: <div style="margin-left: 20px;"> <input type="checkbox"/> Commissioner's Court Order #  <input type="checkbox"/> City Ordinance(s) for:  <input type="checkbox"/> Updated Joint Resolution dated:  <input type="checkbox"/> NIMS Adoption dated:         </div>
<input type="checkbox"/> Progress Report #1  October 1 – March 31	<input type="checkbox"/> Legal documents are current & on file with TDEM, no additional action is required <input type="checkbox"/> Jurisdiction completed & submitted to TDEM: <div style="margin-left: 20px;"> <input type="checkbox"/> Commissioner's Court Order #  <input type="checkbox"/> City Ordinance(s) for:  <input type="checkbox"/> Updated Joint Resolution dated:  <input type="checkbox"/> NIMS Adoption dated:         </div>
<input type="checkbox"/> Progress Report #2  April 1- September 30	<input type="checkbox"/> Legal documents are current & on file with TDEM, no additional action is required <input type="checkbox"/> Jurisdiction completed & submitted to TDEM: <div style="margin-left: 20px;"> <input type="checkbox"/> Commissioner's Court Order #  <input type="checkbox"/> City Ordinance(s) for:  <input type="checkbox"/> Updated Joint Resolution dated:  <input type="checkbox"/> NIMS Adoption dated:         </div>

TASK 3—PUBLIC EDUCATION/INFORMATION	
<input checked="" type="checkbox"/> Work Plan	<input checked="" type="checkbox"/> Option 1: Jurisdiction will conduct 30 hours of hazard awareness activities for local citizens  <input type="checkbox"/> Option 2: Jurisdiction will prepare & distribute public education/information materials to a <u>substantial portion ( 50% or more of your population)</u> of the community. <b>Please describe the materials to be distributed in the remarks section found on page 6.</b> *****Jurisdictions may do both options.
<input type="checkbox"/> Progress Report #1 October 1 – March 31  ____ # of citizens informed	<input type="checkbox"/> Jurisdiction completed the following hazard awareness and/or public education/information activities:  <input type="checkbox"/> No Task 3 progress was made this report period.
<input type="checkbox"/> Progress Report #2 April 1 – September 30  ____ # of citizens informed	<input type="checkbox"/> Jurisdiction completed the following hazard awareness and/or public education/information activities:  <input type="checkbox"/> No Task 3 progress was made this report period.

TASK 4—EMERGENCY MANAGEMENT PLANNING DOCUMENTS	
<input checked="" type="checkbox"/> Work Plan	<input type="checkbox"/> Jurisdiction reviewed emergency management plan & annexes for currency and NIMS compliance <input type="checkbox"/> Emergency management plan and all annexes are current and NIMS compliant <input type="checkbox"/> Jurisdiction will develop, update, or change these planning documents: <input type="checkbox"/> Basic Plan Annexes: <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D <input checked="" type="checkbox"/> E <input type="checkbox"/> F <input checked="" type="checkbox"/> G <input type="checkbox"/> H <input type="checkbox"/> I <input type="checkbox"/> J <input type="checkbox"/> K <input type="checkbox"/> L <input type="checkbox"/> M <input type="checkbox"/> N <input checked="" type="checkbox"/> O <input type="checkbox"/> P <input type="checkbox"/> Q <input checked="" type="checkbox"/> R <input type="checkbox"/> S <input type="checkbox"/> T <input type="checkbox"/> U <input type="checkbox"/> V <input type="checkbox"/> Other documents:  <b>NOTE: Plans &amp; annexes dated prior to September 30, 2012 must be revised or updated this year. All Plans and Annexes must be NIMS compliant.</b>
<input type="checkbox"/> Progress Report #1 October 1 – March 31	<input type="checkbox"/> Jurisdiction reviewed our emergency management plan & annexes for currency and NIMS compliance <input type="checkbox"/> Emergency management plan and all annexes are current and NIMS compliant <input type="checkbox"/> Jurisdiction updated by revision or change the following planning documents: <input type="checkbox"/> Basic Plan Annexes: <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/> E <input type="checkbox"/> F <input type="checkbox"/> G <input type="checkbox"/> H <input type="checkbox"/> I <input type="checkbox"/> J <input type="checkbox"/> K <input type="checkbox"/> L <input type="checkbox"/> M <input type="checkbox"/> N <input type="checkbox"/> O <input type="checkbox"/> P <input type="checkbox"/> Q <input type="checkbox"/> R <input type="checkbox"/> S <input type="checkbox"/> T <input type="checkbox"/> U <input type="checkbox"/> V <input type="checkbox"/> Other documents: <input type="checkbox"/> No Task 4 progress was made this report period.
<input type="checkbox"/> Progress Report #2 April 1 – September 30	<input type="checkbox"/> Jurisdiction reviewed our emergency management plan & annexes for currency and NIMS compliance <input type="checkbox"/> Emergency management plan and all annexes are current and NIMS compliant <input type="checkbox"/> Jurisdiction updated by revision or change the following planning documents: <input type="checkbox"/> Basic Plan Annexes: <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/> E <input type="checkbox"/> F <input type="checkbox"/> G <input type="checkbox"/> H <input type="checkbox"/> I <input type="checkbox"/> J <input type="checkbox"/> K <input type="checkbox"/> L <input type="checkbox"/> M <input type="checkbox"/> N <input type="checkbox"/> O <input type="checkbox"/> P <input type="checkbox"/> Q <input type="checkbox"/> R <input type="checkbox"/> S <input type="checkbox"/> T <input type="checkbox"/> U <input type="checkbox"/> V <input type="checkbox"/> Other documents: <input type="checkbox"/> No Task 4 progress was made this report period.

<b>TASK 5—TEP, NOTIFICATION AND INDIVIDUAL EXERCISE PARTICIPATION</b>			
<input checked="" type="checkbox"/> Work Plan  <input checked="" type="checkbox"/> TEP  Date Submitted:  <b>1/27/17</b>	<b>Training and Exercise Plan</b>  Each jurisdiction must develop and submit a multi-year Training and Exercise Plan (TEP), not less than three years, to <a href="mailto:TDEM.EMPG@dps.texas.gov">TDEM.EMPG@dps.texas.gov</a> by January 31, 2017.  Each jurisdiction must submit the Pre-Exercise Notification Form to the TDEM Exercise Unit not less than 45 days prior to a planned exercise event.  Each jurisdiction must submit an After Action Report (AAR) and Improvement Plan (IP) for a minimum of two (2) discussion-based exercises and one (1) operations-based exercise. All AARs/IPs all exercise activities to the TDEM Exercise unit not more than 45 days after the conclusion of the exercise.  One real world event is currently allowed per fiscal year.  <b>NOTE:</b> A Full-Scale exercise must be conducted every three (3) years.  <b>**Each EMPG-funded person must complete and submit Individual Exercise Participation forms. All EMPG funded personnel must participate in at least three exercises per year. <a href="http://www.txdps.state.tx.us/dem/CouncilsCommittees/EMPG/exerciseParticipForm.pdf">http://www.txdps.state.tx.us/dem/CouncilsCommittees/EMPG/exerciseParticipForm.pdf</a></b>		
<b>REQUIRED EXERCISE SCHEDULE</b>			
Performance Period	Exercise Type	Exercise Date & Name (List All)	Quarter of Year
Fiscal Year 2017 (October 1, 2016 - September 30, 2017)	Exercise 1	(1) 2017 Hurricane Charlie State Exercise - TTX/Workshop - Huntsville (2) 2017 Hurricane Charlie State Exercise - Full-Scale Exercise (3) Workshop - Annex Updates	<input type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4
	Exercise 2		<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input type="checkbox"/> 4
	Exercise 3		<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input checked="" type="checkbox"/> 4
	Exercise 4		<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4
	Exercise 5		<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4
Our last Full-Scale exercise was conducted on (date):			
<input type="checkbox"/> Progress Report #1  October 1 – March 31  <input type="checkbox"/> TEP  Date Submitted:	<b>Conducted the following exercises and provided documentation to TDEM:</b>		
	<b>Exercise Type</b>	<b>Exercise Date and Name</b>	<b>EMPG Funded</b>
	Exercise 1		Exercise 1
	Exercise 2		Exercise 2
	Exercise 3		Exercise 3
<input type="checkbox"/> Our jurisdiction completed NO exercise and did not request credit for a real world event <input type="checkbox"/> Exercise approved documentation attached			
<input type="checkbox"/> Progress Report #2  April 1 – September 30  <input type="checkbox"/> TEP  Date Submitted:	<b>Conducted the following exercises and provided documentation to TDEM:</b>		
	<b>Exercise Type</b>	<b>Exercise Date and Name</b>	<b>EMPG Funded</b>
	Exercise 1		Exercise 1
	Exercise 2		Exercise 2
	Exercise 3		Exercise 3
<input type="checkbox"/> Jurisdiction completed NO exercise and did not request credit for a real world event <input type="checkbox"/> Exercise approved documentation attached			

TASK 6—TRAINING FOR EMERGENCY MANAGEMENT PERSONNEL		
<input checked="" type="checkbox"/> Work Plan	All EMPG funded emergency management personnel will participate in the following training during FY 2017:	
	Position & Name	Course Name or Number
	Michele Meade, EMC	IS-288.a The Role of Voluntary Organizations in Emergency Management
	Michele Meade, EMC	IS-322 Flood Mitigation Basics for Mitigation Staff
	Michele Meade, EMC	IS-366.a Planning for the Needs of Children in Disasters
	Jason Ware, Deputy EMC	IS-244.b Developing & Managing Volunteers
	Jason Ware, Deputy EMC	IS-241.b Decision Making & Problem Solving
<input type="checkbox"/> Progress Report #1  October 1 – March 31  <input type="checkbox"/> No training took place this report period.	Emergency management personnel completed the following training <i>and documentation is attached</i> :	
	Position & Name	Course Name or Number      Date Completed
<input type="checkbox"/> Progress Report #2  April 1 – September 30  <input type="checkbox"/> No training took place this progress report period.	Emergency management personnel completed the following training <i>and documentation is attached</i> :	
	Position & Name	Course Name or Number      Date Completed

TASK 7—EMERGENCY MANAGEMENT TRAINING FOR OTHER PERSONNEL					
<input checked="" type="checkbox"/> Work Plan		Jurisdiction will conduct or arrange emergency management related training for elected officials, other local officials, & support agencies.			
<input type="checkbox"/> Progress Report #1		The following formal training courses were taught or contracted:			
October 1 – March 31  <input type="checkbox"/> No training took place this progress report period.		Date	Course Title	Description of Attendees	# Trained
<input type="checkbox"/> Progress Report #2		The following formal training courses were taught or contracted:			
April 1 – September 30  <input type="checkbox"/> No training took place this progress report period.		Date	Course Title	Description of Attendees	# Trained

TASK 8—EMERGENCY MANAGEMENT ORGANIZATIONAL DEVELOPMENT	
<input checked="" type="checkbox"/> Work Plan	Jurisdiction will participate in the following emergency management organizational development activities:  Brazos Valley Homeland Security Advisory Council (HSAC), Brazos Valley Wide Area Communications System Operating Board, Brazos County Local Emergency Planning Committee (LEPC), National Hurricane Conference, Texas Emergency Management Conference
<input type="checkbox"/> Progress Report #1 1 October - March 31  <input type="checkbox"/> No progress this reporting period	Jurisdiction completed the following staff development activities:   
<input type="checkbox"/> Progress Report #2 April 1 - September 30  <input type="checkbox"/> No progress this reporting period	Jurisdiction completed the following staff development activities:   

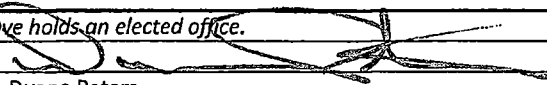
**REMARKS**  
(Use an Additional Sheet if Necessary)

**JURISDICTION NAME:** Brazos County

**FISCAL YEAR 2017  
EMPG STAFFING PATTERN**

1. APPLICANT NAME (as is appears on EMPG application)				2. COUNTY		
Brazos County				Brazos		
3. FULL-TIME EMPLOYEES (including those who work all or only a portion of their time in emergency management duties)	4. Gross Annual Salary	5. Gross Annual Benefits	6. Gross Salary & Benefits (4+5)	7. % Work in EM Duties	8. Salary & Benefits for EM (6x7)	9. Est EM Travel Costs
Name: Michele Meade						
Position: Emergency Management Coordinator	75,669.10	22,701.00	98,370.10	100%	98,370.10	3,750.00
Name: Jason Ware						
Position: Deputy Emergency Management Coordinator	54,746.00	16,424.00	71,170.00	100%	71,170.00	3,750.00
Name:						
Position:			0.00		0.00	
Name:						
Position:			0.00		0.00	
Name:						
Position:			0.00		0.00	
Name:						
Position:			0.00		0.00	
Name:						
Position:			0.00		0.00	
A. SUBTOTAL:					169,540.10	7,500.00

10. PART-TIME EMPLOYEES	11. % of Full Time	12. Gross Annual Salary	13. Gross Annual Benefits	14. Gross Salary & Benefits (12+13)	15. % Work in EM Duties	16. Salary & Benefits for EM (14x15)	17. Est EM Travel Costs
Name:							
Position:				0.00		0.00	
Name:							
Position:				0.00		0.00	
Name:							
Position:				0.00		0.00	
Name:							
Position:				0.00		0.00	
Name:							
Position:				0.00		0.00	
Name:							
Position:				0.00		0.00	
B. SUBTOTAL:						0.00	0.00
TOTAL:						18. 169,540.10	19. 7,500.00

<b>CERTIFICATION:</b> I certify that no individual listed above holds an elected office.	
Signature of Authorized Official:	
Printed name of Authorized Official:	Duane Peters
Date Signed:	1/24/17



**FISCAL YEAR 2017**  
**APPLICATION FOR FEDERAL ASSISTANCE**  
*(Instructions on Reverse)*

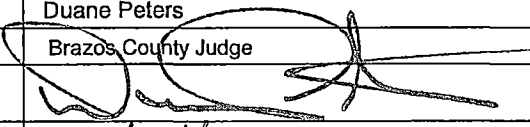
<b>NAME OF PROGRAM/ ASSISTANCE:</b> EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG)	<b>1. CFDA NUMBER:</b> <p style="text-align: center;">97.042</p>	<b>2. APPLICANT STATUS:</b> New Applicant <input type="checkbox"/> Renewal <input checked="" type="checkbox"/>
<b>3. FEDERAL FISCAL YEAR:</b> FY 2017	<b>4. START DATE:</b> OCTOBER 1, 2016	<b>5. END DATE:</b> SEPTEMBER 30, 2017

APPLICANT INFORMATION	
<b>a. Legal Name of Applicant Organization (as it appears on the EMPG Application (TDEM-17):</b> <p style="text-align: center;">Brazos County</p>	<b>b. Name &amp; Telephone Number(s) of Emergency Management Coordinator:</b> <p style="text-align: center;">Michele Meade 979-821-1011</p>
<b>c. Mailing Address:</b> 110 N. Main St., Suite 100 Bryan, TX 77803  Employer Identification Number/Tax ID# 746000433	<b>d. Physical Address (if different from Mailing Address):</b> 110 N. Main St., Suite 100 Bryan, TX 77803

EMPG PERSONNEL SUMMARY (include only those staff that will be paid with EMPG funds)						
<b>e. Number of EMPG Staff &amp; Percentage of Time Worked in Emergency Management Duties</b>						
	# Staff	Percent		# Staff	Percent	
1) Full Time:	2	100%				
2) Part Time						
Total Number of EMPG-Funded Personnel: 2						

ESTIMATED EXPENSES	
f. Salary & Benefits (from line 18, form TDEM-66)	\$169,540.10
g. Travel Expenses (from line 19 form TDEM-66)	\$ 7,500.00
h. Other Expenses (from section 11 on reverse)	\$83,600.00
i. Total Expenses (F + G + H)	\$ 260,640.10
j. Federal Share (I x .50)	\$ 130,320.05

**Note:** If you cannot meet the cash match requirement, check the box below and attach a match proposal as specified in Section 2 of the *Local Emergency Management Performance Grant Guide*. TDEM must review and approve any exceptions made to the cash match requirement at the time of application. ☐ Cash Match Exception Requested

CERTIFICATION: I certify that to the best of my knowledge and belief this application and its attachments are true and correct.	
k. Typed Name of Authorized Official:	Duane Peters
l. Title of Authorized Official:	Brazos County Judge
m. Original Signature of Authorized Official:	
n. Date Signed:	11/24/17

1. Except as indicated below, entries are self-explanatory.
2. Item A: Enter the legal name of your jurisdiction. Your entry should match the Applicant Name used on the EMPG Program Application (TDEM-17).
3. Item E: Indicate the number of full-time employees who work specific percentages of time in emergency management duties. Example: 1 staff @ 100 percent, 2 staff @ 50 percent. Also indicate the number of part-time employees. Include only staff members whose salary and benefits will be supported by EMPG funding. The data in this section should agree with the information included on the EMPG Staffing Pattern (TDEM-66).
4. Item K, L, & M: This form must be signed by the Authorized Official from TDEM 17B. Authorized Officials are County Judges, Mayors, and many City Managers – **not** Emergency Management Coordinators.

Describe the other allowable expenses of your emergency management program that you are requesting be supported by EMPG funding and provide an estimate of the amount of those expenses. These costs must comply with 2 CFR, Part 225, *Cost Principles for State, Local, and Indian Tribe Governments* (OMB Circular A-87). Salaries and expenses for elected officials are not allowed. Continue on a separate sheet if necessary. Transfer the Total calculated below to line 9c on the front of this form. To determine if an expense is allowable under the EMPG program, refer to the Authorized Equipment List (AEL) at <https://www.fema.gov/authorized-equipment-list#>

<b>AEL Code</b>	<b>Specific Description of Expense (Descriptions must be specific – do not use broad or general categories, such as operating or administrative expenses)</b>	<b>Estimated Amount</b>
04AP-05-CDSS/04AP-09-ALRT	Computer Contracts	\$ 12,500.00
11RE-00-RFDB	Subscriptions and Publication (Frontier 9-1-1 database for alerting)	\$ 1,100.00
06CP-04-WADN	Radio Maintenance (Skyline Communications radio system)	\$ 1,400.00
21GN-00-OCEQ	Office Supplies	\$ 300.00
21GN-00-OCEQ	Office Equipment	\$ 100.00
21GN-00-OCEQ	Copiers/Printers	\$ 250.00
21GN-00-OCEQ	Telephone System and Long Distance	\$ 3,500.00
21GN-00-OCEQ	Equipment Maintenance (UPS System)	\$ 3,100.00
21GN-00-OCEQ	Rental Space for EOC/JIC	\$ 61,350.00
	<b>Total</b>	\$ 83,600.00

## EMPG STAFF JOB DESCRIPTION

<b>Jurisdiction Name</b>	Brazos County
<b>Staff Member Name</b>	Michele Meade
<b>Position Title</b>	Emergency Management Coordinator
<b>Description Prepared By</b>	Brazos County Human Resource Department
<b>Date Prepared</b>	10/1/2012

### JOB DESCRIPTION

☒ Current Job Description Attached

☐ See Below

A. Provide a general description of the duties performed by this staff member.

B. If this staff member performs both emergency management duties and other duties, identify the specific emergency management duties performed.



**Brazos County**  
**Job Description**  
Last Updated: 9/5/12

Template Revision 1.2 08/15/2012

<b>Class Number:</b>	1901	<b>Title:</b>	Emergency Management Coordinator
<b>Pay Group:</b>	28	<b>Department:</b>	Emergency Management
<b>FLSA Status:</b>	Exempt	<b>Reports To:</b>	County Judge
<b>Approved Date:</b>	10/1/12	<b>EEOC Category:</b>	Professionals

**General Summary:**

May be called out at any time to respond to emergencies within Brazos County and to other emergencies requiring a regional response; responds to hazardous material spills as requested to document and monitor cleanup operations and coordinate with state regulatory agencies; identify needed modifications and maintain the inter-jurisdictional emergency management plan for Brazos County; monitor severe weather situations that could affect Brazos County; perform hazard analysis and hazard vulnerability studies; identify hazard mitigation projects and coordinate hazard mitigation activities; write Emergency Management related grants and reimbursement program requests; prepare departmental budget; prepare the annual work plan for the Emergency Management department; prepare and present public awareness programs; prepare and conduct Emergency Management related training; and serve as liaison between Brazos County and other agencies.

**Essential Duties:**

May be called out at any time to respond to emergencies within Brazos County and to other emergencies requiring a regional response; Respond to hazardous material spills as requested to monitor cleanup operations and coordinate with state regulatory agencies; Review and update the inter-jurisdictional emergency management plan and annexes; Develop the annual work plan for the Emergency Management department; Serve on Brazos County Loss Control Committee and Brazos County Local Emergency Planning Committee; Organize and participate in required exercises and drills; Monitor severe weather systems that could affect Brazos County and coordinates damage assessment as needed; Prepare and submit required reports to the state; Write Emergency Management related grants and reimbursement program requests; Prepare departmental budget; Serve as liaison between county and responder groups, county and city department heads, and volunteer organizations; Maintain file of Tier II reports as submitted by hazardous materials storage sites and facilities within Brazos County; Make presentations to schools and service clubs and develop public awareness presentations; Attends training courses and conferences as necessary to further education; and Perform general administrative duties, including making copies, typing letters and memorandums on the computer, filing correspondence and other reports, delivering and picking up printing projects, faxing documents, preparing mailing labels, and obtaining office supplies.

**Other Duties as assigned. (1%)**

<b>Supervision</b>	
<b>Received:</b>	
<b>Given:</b>	Supervises departmental employee(s), including assigning and reviewing their work and recommending personnel actions.

<b>Education</b>	
<b>Required:</b>	Bachelor's degree in Emergency Management, Public Administration, or a related field, plus two years of emergency management experience; or any equivalent combination of education and experience which provides the required knowledge, skills, and abilities.
<b>Preferred:</b>	

<b>Experience</b>	
<b>Required:</b>	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.
<b>Preferred:</b>	

<b>Certificates, Licenses, Registrations</b>	
<b>Required:</b>	Valid Texas motor vehicle's license.
<b>Preferred:</b>	

<b>Physical Demands</b>  <b>Typical:</b>	<p>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; and talk and hear. The employee frequently is required to stand and walk. The employee must occasionally lift and/or move objects weighing up to 50 pounds, such as emergency management equipment, files, stacks of records, or other similar objects. Specific vision abilities required by this job include close vision, and ability to adjust focus.</p>
<b>Knowledge, Skills, &amp; Abilities</b>  <b>Typical:</b>	<p>Supervisory techniques; budgetary techniques; personnel policies and procedures; standard office practices; and emergency management statutes and procedures. Supervise and motivate employees; establish and maintain effective working relationships with county employees, representatives of governmental agencies, and the general public; communicate effectively, both orally and in writing; operate standard word processing and spreadsheet software; operate emergency management equipment safely; read, interpret, and develop standard policies and procedures; and analyze and interpret data.</p>
<b>Work Environment</b>  <b>Typical:</b>	<p>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 moderate. The employee must frequently work closely with others as part of a team, perform multiple tasks simultaneously, and change tasks.</p>

## EMPG STAFF JOB DESCRIPTION

<b>Jurisdiction Name</b>	Brazos County
<b>Staff Member Name</b>	Jason Ware
<b>Position Title</b>	Deputy Emergency Management Coordinator
<b>Description Prepared By</b>	Brazos County Human Resource Department
<b>Date Prepared</b>	10/1/2012

### JOB DESCRIPTION

☒ Current Job Description Attached

☐ See Below

A. Provide a general description of the duties performed by this staff member.

B. If this staff member performs both emergency management duties and other duties, identify the specific emergency management duties performed.



# Brazos County Job Description

Last Updated: 9/5/12

Template Revision 1.2 08/15/2012

<b>Class Number:</b>	1904	<b>Title:</b>	Deputy Emergency Management Coordinator
<b>Pay Group:</b>	18	<b>Department:</b>	Emergency Management
<b>FLSA Status:</b>	Nonexempt	<b>Reports To:</b>	Emergency Management Coordinator
<b>Approved Date:</b>	10/1/12	<b>EEOC Category:</b>	Professional

## General Summary:

Assists the Emergency Management Coordinator (EMC) as needed with any or all departmental duties; may be called out at any time to respond to emergencies within Brazos County and to other emergencies requiring a regional response; responds to hazardous material spills as required to document response actions, monitor cleanup operations and coordinate with state regulator agencies; assists the EMC with maintenance of the inter-jurisdictional emergency management plan for Brazos County; monitors severe weather situations that could affect Brazos County; assists the EMC with Emergency Management related grants and reimbursement programs and with distribution of grant-funded equipment to responder agencies; assists the EMC with preparation of the departmental budget; assists the EMC with preparation of the annual work plan for Emergency Management department; prepares and presents public awareness programs; prepares and conducts Emergency Management related training; attends meetings with, and in the absence of the EMC; maintains a directory of available resources; and facilitates updates to the database for the emergency notification system and oversees maintenance and operation of the emergency notification system.

## Essential Duties:

Other duties may be assigned. Assists the Emergency Management Coordinator (EMC) as needed with any or all departmental duties; May be called out at any time to respond to emergencies within Brazos County and to other emergencies requiring a regional response; Respond to hazardous material spills as requested to document response actions, monitor cleanup operations and coordinate with state regulatory agencies. Assists the EMC with maintenance of the inter-jurisdictional emergency management plan for Brazos County; Assists the EMC with preparation of the departmental budget; Assists the EMC with Emergency Management related grants and reimbursement programs; Facilitate updates to the database for the emergency notification system and oversees maintenance and operation of the emergency notification system. Maintain a directory of available resources. Attend training courses and conferences on EM. Assist in planning and conducting emergency exercises. Develop and maintain budget spreadsheet to monitor department status. Perform general administrative work, including making copies and faxing documents. May be required to work overtime or irregular hours if necessary.

## Other Duties as assigned. (1%)

<b>Supervision</b>	
<b>Received:</b>	
<b>Given:</b>	This is a non-supervisory position.

<b>Education</b>	
<b>Required:</b>	Bachelor's degree in Emergency Management, Public Administration, or a related field; or any equivalent combination of education and experience which provides the required knowledge, skills and abilities.
<b>Preferred:</b>	

<b>Experience</b>	
<b>Required:</b>	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.
<b>Preferred:</b>	

<b>Certificates, Licenses, Registrations</b>	
<b>Required:</b>	Valid Texas motor vehicle operator's license.
<b>Preferred:</b>	

<i>Physical Demands</i>	
<b>Typical:</b>	The physical demands here are representative of those that must be met by an employee to successfully perform the essential functions of the 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; and talk and hear. The employee frequently is required to stand and walk. The employee must occasionally lift and/or move objects weighing up to 20 pounds, such as files, stacks of records, or other similar objects. Specific vision abilities required by this job include close vision, and ability to adjust focus.
<i>Knowledge, Skills, &amp; Abilities</i>	
<b>Typical:</b>	Emergency response actions; personnel policies and procedures; and standard office practices. Establish and maintain effective working relationships with county employees, representatives of governmental agencies and the general public; communicates effectively, both orally and in writing; operate standard word processing and spreadsheet software; and read and interpret emergency management policies and procedures.
<i>Work Environment</i>	
<b>Typical:</b>	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 moderate. The employee must frequently perform multiple tasks simultaneously, change tasks, perform tedious exacting work, and work closely with others as part of a team.



FEDERAL EMERGENCY MANAGEMENT AGENCY  
SUMMARY SHEET FOR ASSURANCES AND CERTIFICATIONS

O.M.B. No. 3067-0206  
Expires February 28, 2007

FOR  
FY 2017

CA FOR (Name of Applicant)  
Brazos County Emergency Management

This summary sheet includes Assurances and Certifications that must be read, signed, and submitted as a part of the Application for Federal Assistance.


An applicant must check each item that they are certifying to:

- Part I ☒ FEMA Form 20-16A, Assurances-Nonconstruction Programs
- Part II ☐ FEMA Form 20-16B, Assurances-Construction Programs
- Part III ☒ FEMA Form 20-16C, Certifications Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements
- Part IV ☒ SF LLL, Disclosure of Lobbying Activities (If applicable)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the identified attached assurances and certifications.

Duane Peters

Typed Name of Authorized Representative



Signature of Authorized Representative

County Judge

Title

1/29/17

Date Signed

NOTE: By signing the certification regarding debarment, suspension, and other responsibility matters for primary covered transaction, the applicant agrees that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by FEMA entering into this transaction.

The applicant further agrees by submitting this application that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the FEMA Regional Office entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (Refer to 44 CFR Part 17.)

Paperwork Burden Disclosure Notice

"Public reporting burden for this form is estimated to average 1.7 hours per response. Burden means the time, effort and financial resources expended by persons to generate, maintain, retain, disclose, or to provide information to us. You may send comments regarding the burden estimate or any aspect of the form, including suggestions for reducing the burden to: Information Collections Management, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (3067-0206). You are not required to respond to this collection of information unless a valid OMB control number appears in the upper right corner of this form. Please do not send your completed form to the above address.

FEDERAL EMERGENCY MANAGEMENT AGENCY  
ASSURANCES-NON-CONSTRUCTION PROGRAMS

**Note:** Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration) 5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290-dd-3 and 290-ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Section 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

19. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

FEDERAL EMERGENCY MANAGEMENT AGENCY  
**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND  
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying; and 28 CFR Part 17, "Government-wide Debarment and suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Federal Emergency Management Agency (FEMA) determines to award the covered transaction, grant, or cooperative agreement.

**1. LOBBYING**

A. As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 44 CFR Part 18, the applicant certifies that:

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

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

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

☒ Standard Form LLL, "Disclosure of Lobbying Activities" attached.  
(This form must be attached to certification if nonappropriated funds are to be used to influence activities.)

**2. DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS  
(DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE  
(GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Subpart F, for grantees, as defined at 44 CFR Part 17, Sections 17.615 and 17.620:

A. The applicant certifies that it will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the applicable FEMA awarding office, i.e., regional office or FEMA office.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

8. the grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, City, County, State, Zip code)

---

---

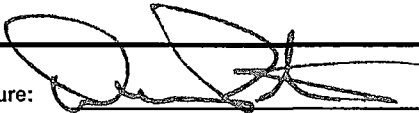
---

Check ☐ if there are workplaces on file that are not identified here.

Section 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for FEMA funding. States and State agencies may elect to use a Statewide certification.

---

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

<b>1. Type of Federal Action:</b> <input checked="" type="checkbox"/> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		<b>2. Status of Federal Action:</b> <input checked="" type="checkbox"/> a. bid/offer/application b. initial award c. post-award		<b>3. Report Type:</b> <input checked="" type="checkbox"/> a. initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <div style="margin-left: 200px;"><input checked="" type="checkbox"/> Subawardee</div> <div style="margin-left: 180px;">Tier _____, if known:</div> Congressional District, if known:                 17			<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b> Brazos County Emergency Management 110 N. Main St., Ste. 100 Bryan, TX 77803 Congressional District, if known:                 17		
<b>6. Federal Department/Agency:</b> FEMA			<b>7. Federal Program Name/Description:</b> EMPG  CFDA Number, if applicable: _____		
<b>8. Federal Action Number, if known:</b>			<b>9. Award Amount, if known:</b> \$		
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i> N/A			<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>  N/A		
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352.</b> This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature:   Print Name: <u>Duane Peters</u>  Title: <u>Brazos County Judge</u>  Telephone No.: <u>979-361-4102</u> Date: <u>1/24/17</u>		
<b>Federal Use Only:</b>			Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)		

## TRAVEL POLICY CERTIFICATION

<b>Jurisdiction Name:</b>	Brazos County
---------------------------	---------------

***Check one of the two blocks below***

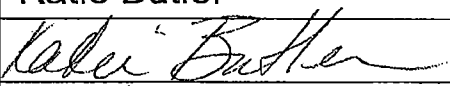
☐

This jurisdiction has no qualifying travel regulations. EMPG participants requesting reimbursement for travel expenditures will do so in accordance with State of Texas travel regulations and reimbursement rates as published by the Texas Comptroller of Public Accounts. State travel regulations are available at <https://fmx.cpa.state.tx.us/fmx/travel/texttravel/index.php>

**OR**

☒

This jurisdiction has its own qualifying travel policy, a copy of which is attached. EMPG participants requesting reimbursement for travel expenditures will do so in accordance with that policy.

<b>Name of Grant Financial Officer</b> (Printed or Typed)	Katie Butler
<b>Original Signature of Grant Financial Officer</b>	
<b>Date Signed</b>	1-24-17

**POLICY AND PROCEDURES  
FOR  
COUNTY TRAVEL AND REIMBURSEMENT  
BRAZOS COUNTY, TEXAS**

**THE PURPOSE OF THIS POLICY AND RELATED PROCEDURES IS TO ESTABLISH AND STANDARDIZE AUTHORITY FOR USE OF COUNTY RESOURCES TO PAY FOR TRAVEL RELATED EXPENSES FOR BRAZOS COUNTY EMPLOYEES.**

**THE FOLLOWING POLICY ADOPTED BY THE BRAZOS COUNTY COMMISSIONERS COURT ON THIS THE 8<sup>TH</sup> DAY OF JUNE, 1995 TAKES THE PLACE OF ANY PREVIOUS COUNTY TRAVEL POLICY ADOPTED BY ANY PREVIOUS COMMISSIONERS COURT. THE EFFECTIVE DATE OF THIS POLICY IS THE 6<sup>TH</sup> DAY OF JUNE, 1995.**

**THIS POLICY WAS OFFICIALLY AMENDED BY COMMISSIONERS' COURT ON FEBRUARY 17, 1998.**

**THIS POLICY WAS OFFICIALLY AMENDED BY COMMISSIONER'S COURT ON AUGUST 1st, 2000.**

**THIS POLICY WAS OFFICIALLY AMENDED BY COMMISSIONER'S COURT ON DECEMBER 5th, 2000.**

**THIS POLICY WAS OFFICIALLY AMENDED BY COMMISSIONER'S COURT ON FEBRUARY 11th, 2003.**

**THIS POLICY WAS OFFICIALLY AMENDED BY COMMISSIONER'S COURT ON SEPTEMBER 20TH, 2005.**

**THIS POLICY WAS OFFICIALLY AMENDED BY COMMISSIONER'S COURT ON JANUARY 31, 2006.**

**THIS POLICY WAS OFFICIALLY AMENDED BY COMMISSIONER'S COURT ON December 11, 2007.**

**THE POLICY WAS OFFICIALLY AMENDED BY COMMISSIONER'S COURT ON April 1, 2008 revising the County Mileage Reimbursement Rate.**

**THE POLICY WAS OFFICIALLY AMENDED BY COMMISSIONER'S COURT ON December 28, 2010 revising the County Mileage Reimbursement Rate.**

**THE POLICY WAS OFFICIALLY AMENDED BY COMMISSIONER'S COURT ON June 28, 2011 revising the County Mileage Reimbursement Rate to 55.5 cents/mile.**



**BRAZOS COUNTY, TEXAS  
TRAVEL POLICY AND PROCEDURES**

department. This authority is established by completing a computer user access form designating the employee to be on a departmental approval group in the Finance Plus financial system with the County Auditor's office.

5. **Official County Business** - a business function in which County employee(s) are participating, and which is recognized by the Commissioners' Court as being official business of Brazos County.
6. **Duty Point** - the primary place of employment, i.e. courthouse, road and bridge, tax office, etc.
7. **Traveling County Employee** - an elected official, a department head, or a person employed in the direct service of an elected official or department head who is traveling on official County business.
8. **In-County Travel** - travel that takes place within the confines of the legal boundaries of Brazos County, and where the primary end destination of the travel is within these same boundaries.
9. **Out-of-county Travel** - any travel that has a primary end destination outside the established legal boundaries of Brazos County.
10. **Out-of-state Travel** - any travel that is undertaken which has a primary end destination outside the established legal boundaries of the State of Texas.
11. **Educational Travel** - out-of-County travel that is undertaken by County employees for approved education seminars, conferences and meetings.
12. **Law Enforcement Travel** - travel expenses incurred by County law enforcement personnel for the explicit purpose of transporting prisoners and/or probationers, collection of evidence, and other travel directly attributable to official County business.
13. **Travel Expenses** - transportation (airline fares, personal auto, public transportation, parking, and taxi), meals, lodging, and incidental expenses associated with traveling on official County business.
14. **Travel Expense Forms** - all forms so designated by the Auditor's office to be used to report actual and estimated travel expenses for official County business. These forms are to be submitted to the Auditor's office for reimbursement and/or documentation for advances with regards to travel expenses.
15. **Direct Billing** - a pre-arranged billing, established for a County employee with a lodging facility at which they plan to stay when away from their place of employment overnight on County business. Direct Billing is arranged by the Auditor's office with the intent being the reduction of the employee's financial responsibility for costs associated with travel on County business.
16. **Incidental Expense** - a necessary and reasonable expense incurred by a County employee while traveling on official County business. This does not include

**B. GENERAL POLICY STATEMENT**

All reasonable and necessary travel by County employees for which a departmental budget has been established, and for which the department has funds remaining in the budget, and for which the travel is required in order for the employee to conduct County business is authorized. County officials and department heads are expected to plan out-of-County travel for themselves and their employees to achieve maximum economy and efficiency. All County reimbursed travel must be for official County business only.

It is the responsibility of the County official and/or department head to see that all Out-of-County travel expense forms are properly completed, documented, signed and forwarded to the County Auditor's office within fourteen (14) calendar days of the travel return date. In-County mileage reimbursements may be submitted on a monthly basis.

**C. IN-COUNTY TRAVEL**

In the process of conducting County business, employees may be required to travel to locations within the County, but away from their normal duty station. If the employee incurs expenses incidental to such travel, the employee is required to obtain authorization from the department head for such expenses. If the anticipated expenditure will be in excess of \$25.00, the department head may request a travel advance using the Travel Advance Form and secure the Commissioners' Court approval before any expense is incurred. Employees are expected to report the shortest distance between destinations for all travel. The County will not reimburse for personal mileage or for travel between an employee's residence and their duty point. The County will not reimburse for meals unless employee is away from their duty station overnight.

The employee traveling on official County business within the County should first determine from the department head if a County vehicle is available to conduct such business.

All such authorized expenses will be reimbursed within ten (10) days of the receipt by the County Auditor's office of completed reimbursement request forms.

**Procedure:** For In-County travel, Mileage Reimbursement Requisition should be used. This form is to be turned in by the employee to the department head at least once a month for previous travel. Department heads should then prepare a request for reimbursement and forward the completed request and attached documentation to the County Auditor's office. Mileage will be reimbursed based on the actual mileage traveled at the prevailing rate established by the Commissioners' Court.

The County will not reimburse employees for meals or lodging expense incurred In-County.

BRAZOS COUNTY, TEXAS  
TRAVEL POLICY AND PROCEDURES

Requests for mileage reimbursements can be made in one of two ways:

1. Where mileage request is simply for a round trip the employee need only enter the dollar value on the Form. This is arrived at by multiplying the documented mileage by 2 and then multiplying this product by the reimbursement rate that has been established by Commissioners' Court. It is requested that the employee use an internet mapping service with specific addresses including number, street and zip code such mapquest.com and that the mileage documentation be submitted with the Mileage Reimbursement Requisition or Travel Reimbursement Requisition.
2. Where mileage is requested for the use of a personal automobile while on County business and the request is for mileage other than the round trip from duty point to destination, then the employee should use Mileage Reimbursement Requisition to establish the additional miles and business purpose. The County will not reimburse for mileage incurred at the destination city in pursuit of food or personal errands. Additional miles incurred at the destination city for County business should be documented using addresses at either, [www.mapquest.com](http://www.mapquest.com), [www.googlemaps.com](http://www.googlemaps.com) or [www.yahoo.com](http://www.yahoo.com). These totals should then be transferred to the Travel Reimbursement Requisition.

The County will reimburse the traveling County employee for the actual cost of lodging expenses incurred, not to exceed the rate used by the State of Texas for the location, excluding taxes, while traveling on official County business. The travel needs to be approved by the department head, and the cost must not exceed the remaining departmental budget. Receipts are required for the reimbursement of lodging expenses. Please see Section G, this policy, for more information on reimbursement of lodging expenses.

**E. OUT-OF-STATE TRAVEL**

The County will reimburse employees for out-of-state travel on the same basis as Out-of-County travel. All Out of State travel must be approved by the Commissioner's Court prior to departure.

If the employee elects to use a personal automobile for such travel, the County reimbursement will not exceed the lesser alternative: either the mileage (round trip at the prevailing rate per mile) or the round trip airfare from Easterwood Airport to the destination (a commercial airline quote is required). It is noted that when the distance is greater than 350 miles, and when the air fare ticket can be purchased 21 days in advance, it is usually cheaper to fly than drive.

Any employee traveling on County business who does not wish to fly, and whose destination is out of state may place a request before the Commissioners' Court requesting authorization to drive and to be reimbursed for the actual travel expense. The request would need to be in writing, placed before the Commissioners' Court 10 days prior to departure, and would need to include the reason for the request and a comparison of the costs. Commissioners' Court has the authority to accept and /or reject each request based on merit as presented.

**Procedure:** Any out-of-state travel request must be presented to the department head. The department head must then make a formal request for approval of such travel to the Commissioners' Court, which must consider the request in open session. All requests for reimbursement are to be made on Travel Reimbursement Requisition. If a Travel Advance is needed, it should be requested at the same time.

BRAZOS COUNTY, TEXAS  
TRAVEL POLICY AND PROCEDURES

to make sure this issue is covered prior to the meeting taking place and prior to the request being placed before the Commissioners' Court.

**Host Hotel**

In many instances a county employee will attend a seminar, conference or continuing education program where the sponsor of the program has negotiated preferred room rates at (or near) the site where the program is to be held. In many instances the preferred room rate is referred to as the "host hotel." In some instances the program sponsor has secured such preferred rates at several locations.

The county would prefer that county employees attending such programs stay at the "host hotel." And, therefore, if the room rate is greater than the rate allowed under Section G – Lodging of this policy, the county will reimburse the employee for the full amount of the room plus tax. The employee is required to provide adequate documentation that the program negotiated a preferred rate with the "host hotel." An example of adequate documentation would include a seminar brochure or registration information provided by the program sponsor that lists the preferred hotels. In the event an employee is able to secure a room for an amount less than the host hotel rate when a host hotel is available without incurring additional parking, car rental or mileage expenses the employee will be reimbursed at the actual room rate.

Many times the county employee attending a sponsored program does not plan to attend the program in a timely manner and all "reserved program rooms" will have been taken. Alternative sites will not be considered as "host hotels" unless specifically designated as such by the program sponsor.

**Out-Of-State**

When a county employee requests out-of-state travel for a sponsored seminar, conference or continuing education program, and there is not a designated "host hotel", it is the employee's responsibility to register in a timely manner to allow the opportunity to stay at the hotel or conference center where the program is being held. When the employee makes a request for out-of-state travel, the request should clearly state the anticipated room cost, and request formal approval for reimbursement. Commissioners' Court will evaluate each request separately.

**Relatives and Friends**

Frequently county employees while traveling on county business and away from their duty station overnight will stay with friends and/or relatives. As a result their application for reimbursement will appear as if they were not away from home overnight. When such an event happens, the employee should attach a notice to their reimbursement request to allow the county auditor's office to confirm the over night stay.

Restrictions on County reimbursable lodging expenses:

1. The County WILL reimburse for:  
Daily Room Charges as allowed by the rates adopted by the State of Texas for the destination plus tax.

BRAZOS COUNTY, TEXAS  
TRAVEL POLICY AND PROCEDURES

The County will not reimburse for first class travel. The County will only reimburse for necessary car rental at the sedan rate (no luxury cars) and necessary gasoline for the rental with receipts. The County will not reimburse for mileage on a rental car.

**I. CONFERENCES, SEMINARS and CONTINUING EDUCATION**

The County prefers to pay in advance for conferences, seminars and registrations for continuing education. By so doing, the financial responsibility placed on the employee is reduced and proper and timely assistance can be given to the employee with regards to reservations, travel advances, and completion of reimbursement forms.

The County requires that requests for registration fees be accompanied by a conference program, seminar program, or continuing education program that indicates the cost, location and payee's address. The County requires that the employee's supervisor approve the request. The supervisor must indicate that the employee's attendance will enhance the employee's ability to perform in their assigned job function.

Each elected official or department head is required to budget for registration at conferences, seminars and continuing education annually as needed. If there is no budget allocation for this expenditure the Auditor's office will not approve the expenditure until an official budget amendment or budget adjustment has been approved.

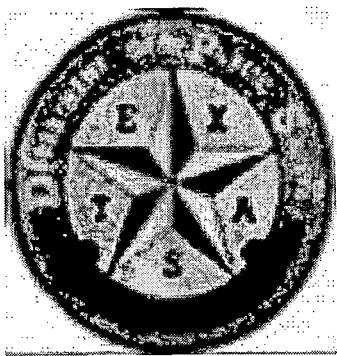
All elected officials and department heads are required to budget for State required annual continuing education for all members of their staff where required. When properly budgeted the County will pay for all required continuing education mandated by State statutes for elected officials and appointed department heads. When the registration for a conference or seminar includes payment for meals, it is anticipated that the employee will eat the meal provided. The County will not pay for an additional meal.

When the conference or seminar is scheduled out of the County and begins in the morning. The County will reimburse for meals and lodging the night before when the distance to the sight is over 150 miles. When the conference or seminar is out of the County and ends after 4:00 PM the employee will be reimbursed for the evening meal immediately following the end of the conference or seminar if the sight is over 150 miles from the Courthouse. Meals will not be reimbursed to an employee who is less than seventy five (75) miles away from their duty station unless the employee is away overnight.

**J. LAW ENFORCEMENT TRAVEL**

The department head prior to the occurrence of any expense must approve all law enforcement travel expenses, whether it is prepaid by the County or reimbursed after the fact. If planning can take place before there is a need for such travel, or if travel is a result of a defined "emergency" the department should try to secure permission from the Commissioners' Court for the use of credit cards in such cases. If credit cards are used then the County Credit Card Policy is to be followed.

It is recognized that the need for law enforcement travel may occur on an emergency basis. The County Attorney, Sheriff or the Director of Juvenile Probation is authorized to approve such travel and related expenses in the event of an emergency. The County Attorney, Sheriff or the Director of



## EMPG Training Completion Certificate

I, Michele Meade (EMC) hereby attest that  
Michele Meade (EMPG funded staff member) has  
completed the following required PDS and NIMS training courses. I also verify  
that copies of certificates of completion/transcripts are maintained at  
Brazos County (jurisdiction name) for audit purposes.

EMPG funded staff member: Michele Meade

Position: EMC

Course	Completion Date
IS 139 or IS 120a	8/25/2011
IS 230.b	11/28/2003
IS 235.b	8/24/2011
IS 240.a	2/24/2010
IS 241.a	7/1/2011
IS 242.a	12/21/2012
IS 244.a	6/12/2009
IS 100	9/5/2012
IS 200	1/26/2006
IS 700	4/27/2005
IS 800	6/24/2006

Certification:

Michele Meade  
EMC Signature (original signature)

12/19/16  
Date



**FEMA**

**Emergency Management Institute – Independent Study Program**

16825 South Seton Avenue, Emmitsburg, MD 21727 (301) 447-1200

***STUDENT TRANSCRIPT***

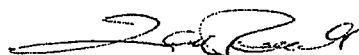
<b>Last Name</b>	<b>First Name</b>	<b>MI</b>	<b>Student ID</b>
BAILEY-MEADE	MICHELE	D	***-**-0691

**Issued:** October 20, 2016

<b><u>Course Code and Title</u></b>	<b><u>Completed</u></b>	<b><u>IACET CEUs*</u></b>
IS-00001 Emergency Program Manager An Orientation to the Position	02/04/2007	1.0
IS-00007 A Citizen's Guide to Disaster Assistance	08/12/2004	1.0
IS-00010 Animals in Disaster, Awareness and Preparedness	08/16/1999	1.0
IS-00010.a Animals in Disaster: Awareness and Preparedness	09/01/2010	0.4
IS-00011 Animals in Disaster, Community Planning	08/16/2000	1.0
IS-00022 Are You Ready? An In-depth Guide to Citizen Preparedness.	09/27/2006	1.0
IS-00027 Orientation to FEMA Logistics	10/10/2013	0.4
IS-00042 Social Media in Emergency Management	08/08/2012	0.3
IS-00056 Hazardous Materials Contingency Planning	12/16/2014	0.1
IS-00100.b Introduction to Incident Command System ICS-100	09/05/2012	0.3
IS-00100.FW Introduction to the Incident Command System, ICS-100	02/21/2005	0.3
IS-00100.LEb Introduction to the Incident Command System (ICS 100) for Law Enforcement	04/05/2013	0.3
IS-00106.12 Workplace Violence Awareness Training 2012	08/17/2012	0.1
IS-00111 Livestock in Disaster	07/20/2009	1.0
IS-00120.a An Introduction to Exercises	12/03/2014	0.5
IS-00139 Exercise Design	08/25/2011	1.5
IS-00200 ICS for Single Resources and Initial Action Incidents, ICS-200	01/26/2006	0.3
IS-00230 Principles of Emergency Management	11/28/2003	1.0
IS-00235.a Emergency Planning	08/24/2011	1.0
IS-00240 Leadership & Influence	02/24/2010	0.9
IS-00241.a Decision Making and Problem Solving	07/01/2011	0.8
IS-00242 Effective Communication	06/11/2009	0.8
IS-00242.a Effective Communication	12/21/2012	0.8
IS-00244 Developing and Managing Volunteers	06/12/2009	1.0
IS-00247.a Integrated Public Alert and Warning System (IPAWS)	05/02/2014	0.2
IS-00248 Integrated Public Alert and Warning System (IPAWS) for the American Public	12/03/2014	0.0
IS-00393.a Introduction to Hazard Mitigation	02/29/2012	1.0
IS-00394.a Protecting Your Home or Small Business from Disaster	02/29/2012	1.0
IS-00700 National Incident Management System (NIMS), An Introduction	04/27/2005	0.3
IS-00700.a National Incident Management System (NIMS) An Introduction	11/30/2012	0.3

<u>Course Code and Title</u>	<u>Completed</u>	<u>IACET CEUs*</u>
IS-00701 NIMS Multi- Agency Coordination System	02/02/2009	0.5
IS-00702.a NIMS Public Information Systems	09/24/2010	0.3
IS-00703.a NIMS Resource Management	07/16/2010	0.3
IS-00704 NIMS Communications and Information Management	09/22/2010	0.2
IS-00706 NIMS Intrastate Mutual Aid an Introduction	08/08/2012	0.2
IS-00775 EOC Management and Operations	01/23/2009	0.4
IS-00800 National Response Plan (NRP), an Introduction	06/24/2006	0.3
IS-00800.b National Response Framework, An Introduction	10/13/2009	0.3
IS-00805 Emergency Support Function (ESF) #5 Emergency Management	09/04/2013	0.0
IS-00870 Dams Sector: Crisis Management	09/18/2013	0.2
IS-00906 Basic Workplace Security Awareness	12/02/2015	0.1
IS-00907 Active Shooter: What You Can Do	08/17/2012	0.1
IS-00910.a Emergency Management Preparedness Fundamentals	11/29/2012	0.3

\*\*\*\*\*End of Transcript\*\*\*\*\*



**Tony Russell**  
*Superintendent*  
*Emergency Management Institute*

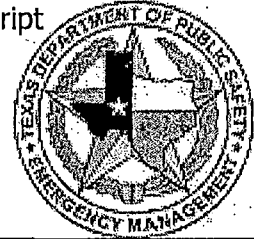
\* One Continuing Education Unit (CEU) is equal to ten (10) student contact hours using the guidelines of the American National Standards Institute (ANSI) / International Association for Continuing Education and Training (IACET) I-2007 Standard.





Official Texas Division of Emergency Management Training Transcript

Texas Division of Emergency Management  
Texas Department of Public Safety  
PO Box 4087, Austin, Texas 78773-0220



Transcript For:

Michele Meade  
Identification Number:  
Deputy Emc  
Brazos County  
110 N. Main St., Suite 100  
Bryan, TX 77803

Transcript Date: 12/16/2016

Course Number	Course Title / Provider	Course Date(s)
G-608	Disaster Recovery Workshop	09/27/2016 - 09/27/2016
AWR-330	Incorporating Whole Community Inclusive Planning into the Emergency Management Process	03/22/2016 - 03/22/2016
MGT-315	Critical Asset Risk Management, MGT-315	12/16/2015 - 12/17/2015
IS-906	Basic Workplace Security Awareness, IS-906	12/02/2015 - 12/02/2015
G-318	Local Mitigation Planning Workshop	11/02/2015 - 11/04/2015
AWR-154	Principles of National Incident Mangement System (NIMS), Team Building and Risk Communication, AWR-154,	04/08/2015 - 04/08/2015
AWR-152	Principles of Preparedness for Agroterrorism and Food System Disasters, AWR-152	04/07/2015 - 04/07/2015
L-146	INDIRECT DELIVERY - Homeland Security Exercise and Evaluation Program (HSEEP) Basic Course	02/10/2015 - 02/11/2015
PER-304	Social Media for Natural Disaster Response and Recovery	02/03/2015 - 02/03/2015
PER-220	Emergency Response to Domestic Biological Incidents	01/20/2015 - 01/21/2015
AWR-160	Standardized Awareness Training	12/18/2014 - 12/18/2014
IS-56	Hazardous Materials Contingency Planning	12/16/2014 - 12/16/2014
IS-120.a	An Introduction to Exercises	12/03/2014 - 12/03/2014
IS-248	Integrated Public Alert and Warning System (IPAWS)	12/03/2014 - 12/03/2014

IS-247.a	Integrated Public Alert and Warning System	05/02/2014 - 05/02/2014
G-310	Hurricane Readiness for Inland Communities	04/14/2014 - 04/14/2014
O-305	All-Hazards Incident Management Team Course	01/23/2014 - 01/27/2014
IS-27	Orientation to FEMA Logistics	10/10/2013 - 10/10/2013
IS-870	Dams Sector: Crisis Management	09/18/2013 - 09/18/2013
IS-805	Emergency Support Function (ESF) #5 Emergency Management	09/04/2013 - 09/04/2013
G-393	Mitigation for Emergency Managers	05/15/2013 - 05/17/2013
G-557	Local Situation (RAPID) Assessment Workshop	05/14/2013 - 05/14/2013
G-205	Recovery From Disaster: The Local Government Role	05/13/2013 - 05/14/2013
G-191	ICS - EOC Interface	02/05/2013 - 02/05/2013
H-100	HazMat Awareness	01/12/2013 - 01/12/2013
IS-910.a	Emergency Management Preparedness Fundamentals	11/29/2012 - 11/29/2012
IS-907	Active Shooter: What You Can Do	08/17/2012 - 08/17/2012
IS-106	Workplace Violence Awareness Training 2012	08/17/2012 - 08/17/2012
IS-706	NIMS Intrastate Mutual Aid, an Introduction	08/08/2012 - 08/08/2012
IS-42	Social Media in Emergency Management	08/08/2012 - 08/08/2012
G-710	Mitigation Planning Course	03/06/2012 - 03/07/2012
IS-393.a	Introduction to Hazard Mitigation	02/29/2012 - 02/29/2012
IS-394.a	Protecting Your Home or Small Business from Disaster	02/29/2012 - 02/29/2012
	L202 Debris Management Planning for State, Tribal and Local Officials	11/08/2011 - 11/10/2011
IS-139	Exercise Design	08/25/2011 - 08/25/2011
IS-235	Emergency Planning	08/24/2011 - 08/24/2011
G-197	Emergency Planning and Special Needs Populations	07/12/2011 - 07/14/2011
MGT-333	Emergency Planning for Special Needs Communities	07/07/2011 - 07/08/2011
IS-241	Decision Making and Problem Solving	07/01/2011 - 07/01/2011
IS-702	NIMS Public Information Systems	09/24/2010 - 09/24/2010
IS-704	NIMS Communications and Information Management	09/22/2010 - 09/22/2010

MGT-345	Disaster Management for Electric Power Systems	08/10/2010 - 08/11/2010
MGT-345	Disaster Management for Electric Power Systems	08/10/2010 - 08/11/2010
IS-703	NIMS Resource Management	07/16/2010 - 07/16/2010
G-300	ICS-300: Intermediate Incident Command System for Expanding Incidents	05/16/2010 - 05/27/2010
	Leadership & Influence	02/24/2010 - 02/24/2010
	Basic Instructional Skills	02/02/2010 - 02/05/2010
G-265	Basic Instructional Skills Course	02/02/2010 - 02/05/2010
	National Response Framework, An Introduction	10/13/2009 - 10/13/2009
	Livestock in Disasters	07/20/2009 - 07/20/2009
	Mass Fatalities Incident Response Planning	07/01/2009 - 07/02/2009
	Rail Car Incident Response	06/13/2009 - 06/13/2009
	Developing and Managing Volunteers	06/12/2009 - 06/12/2009
	Effective Communication	06/11/2009 - 06/11/2009
G-628	Infrastructure Damage Assessment	02/12/2009 - 02/12/2009
G-627	Residential Damage Assessment	02/12/2009 - 02/12/2009
	NIMS Multi-Agency Coordination System	02/02/2009 - 02/02/2009
	EOC Management and Operations	01/23/2009 - 01/23/2009
PER-229	Introduction to the Computer-Aided Management of Emergency Operations (CAMEO) Suite [ICAMEO]	10/14/2008 - 10/16/2008
	Radiological Emergency Preparedness	06/04/2008 - 06/05/2008
	Basic Disaster Life Support (BDLS)	04/18/2008 - 04/18/2008
	Animal Control Officer Basic Training	03/04/2008 - 03/05/2008
G-310	Hurricane Readiness for Inland Communities	02/19/2008 - 02/19/2008
G-620	Texas Disaster Recovery Course	01/15/2008 - 01/17/2008
MGT-311	Mayoral Institute of WMD/Terrorism Incident Preparedness	10/09/2007 - 10/09/2007
G-620	Texas Disaster Recovery Course	08/01/2007 - 08/03/2007
MAC-100	Texas Multi-Agency Coordination Center Enhanced Training Course (BVCOG & NCTCOG)	07/30/2007 - 08/03/2007
G449	ICS Train-the-Trainer	03/05/2007 - 03/09/2007

	Advanced Incident Command System (ICS-400 Equivalent) Training	02/08/2007 - 02/09/2007
	Emergency Program Manager, An Orientation to the Position	02/05/2007 - 02/05/2007
G-363	Hurricane Readiness for Coastal Communities	01/09/2007 - 01/11/2007
	Are You Ready? An In-depth Guide to Citizen Preparedness	09/27/2006 - 09/27/2006
G-920	TX Exercise Design and Exercise Eval	06/26/2006 - 06/30/2006
	National Response Plan (NRP) - An Introduction	06/24/2006 - 06/24/2006
G-290/G289/G291	Basic Public Information Officer Course	06/20/2006 - 06/23/2006
	ICS for Single Resources and Initial Action Incidents	01/26/2006 - 01/26/2006
G-193	Incident Command System - Basic	01/10/2006 - 01/12/2006
	National Incident Management Incident Command System	01/10/2006 - 01/12/2006
G-288	Donations Management Course	05/11/2005 - 05/13/2005
	National Incident Management System (NIMS) - An Introduction	04/27/2005 - 04/27/2005
G-386	Mass Fatalities	03/21/2005 - 03/23/2005
	Introduction to the Incident Command System	02/21/2005 - 02/21/2005
H-200	First Responder Operations Level	01/22/2005 - 01/23/2005
	Hazardous Materials First Responder Operations	01/22/2005 - 01/23/2005
	A Citizen's Guide to Disaster Assistance	08/12/2004 - 08/12/2004
TX010	Animal Issues in Emergency Management	03/09/2004 - 03/09/2004
	EOC Management and Operations	03/07/2004 - 03/08/2004
G-235A	Emergency Planning Course	01/06/2004 - 01/09/2004
G-230	Principles of Emergency Management	11/17/2003 - 11/21/2003
G270.1	Asking for Help	11/17/2003 - 11/17/2003
	Senior Officials Workshop (SOW) for WMD/ Terrorism Incident Preparedness	05/13/2003 - 05/13/2003
	Animals in Disaster, Community Planning	08/16/2000 - 08/16/2000
	Animals in Disaster, Awareness and Preparedness	08/16/1999 - 08/16/1999

# *Emergency Management Institute*



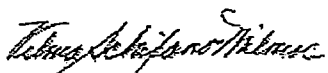
## FEMA

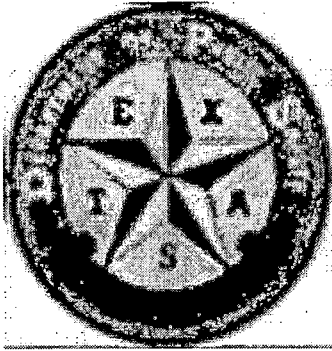
MICHELE D. BAILEY-MEADE

has reaffirmed through completion of the Emergency Management Institute's Professional Development Series a commitment to Standards of Excellence in Emergency Management.

## Certificate of Achievement

On this Day, 25 August 2011

  
Superintendent (Acting)  
Emergency Management Institute



## EMPG Training Completion Certificate

I, Michele Meade (EMC) hereby attest that  
Jason Ware (EMPG funded staff member) has  
completed the following required PDS and NIMS training courses. I also verify  
that copies of certificates of completion/transcripts are maintained at  
Brazos County (jurisdiction name) for audit purposes.

EMPG funded staff member: Jason Ware

Position: Deputy EMC

Course	Completion Date
IS 139 or IS 120a	10/17/2016
IS 230.b	10/17/2016
IS 235.b	11/21/2016
IS 240.a	12/1/2016
IS 241.a	11/29/2016
IS 242.a	11/29/2016
IS 244.a	11/29/2016
IS 100	6/21/2005
IS 200	12/13/2006
IS 700	3/19/2006
IS 800	12/13/2006

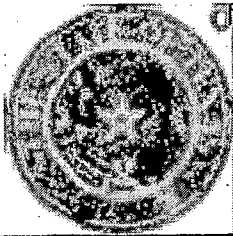
Certification:

Michele Meade  
EMC Signature (original signature)

12/19/16

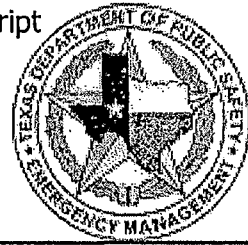
Date

Email completed form directly to: [Heather.Baxter@dps.texas.gov](mailto:Heather.Baxter@dps.texas.gov)



# Official Texas Division of Emergency Management Training Transcript

Texas Division of Emergency Management  
Texas Department of Public Safety  
PO Box 4087, Austin, Texas 78773-0220



Transcript For:

Jason Ware  
Identification Number:  
Deputy Emergency Management Commander  
Brazos County of Emergency Management  
P.O. Box 5453  
Bryan, TX 77805

Transcript Date:

12/19/2016

## Classroom Training Courses

Course Number	Course Title / Provider	Course Date(s)
IS-240.b	Leadership and Influence	12/01/2016 - 12/01/2016
IS-241.b	Decision Making and Problem Solving	11/29/2016 - 11/29/2016
IS-244.b	Developing and Managing Volunteers	11/29/2016 - 11/29/2016
IS-242.b	Effective Communication	11/29/2016 - 11/29/2016
IS-248	Integrated Public Alert and Warning System (IPAWS) for the American Public	11/23/2016 - 11/23/2016
IS-247.a	Integrated Public Alert and Warning System (IPAWS)	11/22/2016 - 11/22/2016
IS-235.c	Emergency Planning	11/21/2016 - 11/21/2016
IS-120.a	An Introduction to Exercises	10/17/2016 - 10/17/2016
IS-230.d	Fundamentals of Emergency Management	10/17/2016 - 10/17/2016
G-400	ICS-400: Advanced Incident Command System, Command and General Staff	10/10/2013 - 10/17/2013
I-300	Intermediate Incident Command System for Expanding Incidents	04/12/2008 - 04/20/2008
IS-200.b	ICS for Single Resources and Initial Action Incident	12/13/2006 - 12/13/2006
IS-800.a	National Response Plan (NRP), an Introduction, IS-800.a	12/13/2006 - 12/13/2006
IS-700.a	National Incident Management System (NIMS) an Introduction	03/16/2006 - 03/16/2006
IS-700.a	National Incident Management System (NIMS) an Introduction	09/20/2005 - 09/20/2005

IS-100.FWa	Introduction to Incident Command System for Federal Workers	06/21/2005 - 06/21/2005
------------	-------------------------------------------------------------	-------------------------



# Emergency Management Institute



## FEMA

JASON E WARE

has reaffirmed through completion of the Emergency Management Institute's Professional Development Series a commitment to Standards of Excellence in Emergency Management.

## Certificate of Achievement

On this Day, 01 December 2016

  
Superintendent

Emergency Management Institute



**BRAZOS COUNTY  
BRYAN, TEXAS**

---

DEPARTMENT: Budget Office NUMBER:

DATE OF COURT MEETING: 1/24/2017

ITEM: Request approval of the 2017 Brazos County, Texas Capital Improvement Program for Fiscal Year 2017.

TO: Commissioners Court

FROM: Irene Jett

DATE: 01/19/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

SOURCE OF FUNDS: All FY 2017 projects have been approved and funded as part of the approval of 2017 Brazos County Budget. All other projects are part of future planning with funding to be determined if approved.

ACTION REQUESTED OR ALTERNATIVES: Request approval.

**ATTACHMENTS:**

**File Name**

[FY 17 Approved CIP Booklet \(3\).pdf](#)

**Description**

2017 Capital Improvement Program

**Type**

Backup Material

# Brazos County, Texas

## Capital Improvement Program

### For Fiscal Year 2017

September 6, 2016

Prepared by the Brazos County Budget Office





**BRAZOS COUNTY, TEXAS**  
**APPROVED CAPITAL IMPROVEMENT PLAN**  
**For The Fiscal Year Ending September 30, 2017**  
**TABLE OF CONTENTS**

	<b><u>Page No.</u></b>
<b>Table Of Contents .....</b>	i - ii
<b>Executive Summary .....</b>	iii – x
<b>Approved Capital Improvement by Department</b>	
Approved FY 17 Capital Improvement Plan Summary .....	1 - 2
Approved FY 17 Capital Improvement Plan Graph .....	3
<b>Fund 1100 – Hotel Occupancy</b>	
Expo Complex .....	4 – 19
Expo Complex Improvement.....	20 - 21
<b>Fund 1900 – County Records Management .....</b>	22 - 23
<b>Fund 2001 – County Clerk Archival Fund .....</b>	24 - 25
<b>Fund 4315 – CO 2015</b>	
Courthouse Renovations and Expo Complex Improvements .....	26 - 28
<b>Fund 4500 – General Permanent Improvement Fund</b>	
Booneville Cemetery .....	29 - 31
Tax Office .....	32 - 33
Information Technology .....	34 - 37
County Auditor .....	38 – 39
Purchasing .....	40 - 41
Facilities Services .....	42 - 47
Sheriff Office: Administration .....	48 - 60
Sheriff Office: Jail Division .....	61 - 65
Constable Pct. #2 .....	66 - 67
Constable Pct. #3 .....	68 -69
Constable Pct. #4 .....	70 - 71
Juvenile Services .....	72 - 73
Emergency Management .....	74 - 75
Expo Center .....	76 - 77
Road & Bridge .....	78 – 89

**BRAZOS COUNTY, TEXAS**  
**APPROVED CAPITAL IMPROVEMENT PLAN**  
**For The Fiscal Year Ending September 30, 2017**

**TABLE OF CONTENTS**

	<b><u>Page No.</u></b>
JP & Constable Pct. #1 Building .....	90 - 91
Courthouse Renovation .....	92 - 93
Building Renovation - Elections Office .....	94 - 95
Greens Prairie Trail .....	96 – 97
Commissioner’s Court .....	98 – 99
<b>Fund 5000 – Health and Life Insurance Fund</b>	
Building Renovations – Medical Clinic .....	100 - 101

## Executive Summary – FY 2017 Capital Improvement Program

Brazos County recognizes the importance of developing long range capital investment planning to maintain the growth and vitality of the community. The County's Capital Improvement Program (CIP) is a five-year infrastructure plan which matches the County's highest priority capital needs with a financing schedule.

The CIP includes the building, remodeling and upgrading of public facilities and infrastructure systems. This long-range CIP planning process began in 2009 with the goal of facilitating area-wide economic development by upgrading the County's equipment, buildings and software. Operating under the supervision of the County Judge and the approval of the County Commissioners, the CIP Committee provides day to day oversight of the program. The CIP Committee also guides the programming process that annually produces a plan that specifies the capital spending budget for the upcoming budget year and projects it for years two through five, the planning years of the program.

The capital spending budget for FY 17 is \$27,162,921, a decrease of \$12,021 from 2016 capital budget. The 2017 Program continues to support the County's commitment to maintain and improve its facilities and infrastructures. Significant projects for 2017 include:

- **General Capital Improvements:** In 1994 The Commissioners' Court established a separate fund to provide accountability for the purchase of specific equipment to support departmental needs and to replace existing equipment as it wears down. During the capital improvement process, departments submit requests for funding for the next fiscal year and an additional 4 year projection of additional projects. Each of these requests are reviewed, evaluated and prioritized.

\$6 million has been appropriated for expansion of the Juvenile Detention facility to allow for the increase growth of juveniles held at the facility. Also, the funding to remodel the facility to meet additional required care and efficient and effective monitoring of juveniles in custody. This funding is for the architectural and associated fees as well as partial funding for construction.

\$834,348 is set aside to fund the replacement of an integrated justice software system which is on schedule to go live October 2017. Approximately \$105,000 is set aside for Facilities Services projects to replace the Juvenile Center generator, rider floor scrubber and a 16' dump trailer.

\$41,678 was set aside to purchase copiers for various County departments. A maintenance contract will be used to provide service for the copiers. The projected savings to the County is estimated at \$400,000 over a 5 year period. This project is in the fourth year of funding.

\$6.2 million has been set aside for capital improvements for roads within the County. This money was initially set aside during FY 2015 as oil and gas drilling activity increased in the County to rebuild roads which were heavily damaged by heavy oil traffic.

\$721,116 was appropriated to replace vehicles in the Sheriff's Office, Jail, Constable and Road and Bridge Departments.

Renovation of the old tax office is scheduled to beginning in FY 2017. \$950 thousand has been set aside to equip and remodel the building into an Employee Clinic and an Election Department office. \$1.7 million has been set aside to construct a Justice of the Peace Pct. #1 and Constable Pct. #1.

The County allocated funds to continue its courthouse renovation project. The project is expected to be completed in the fall of 2017. To complete Phase V of the Courthouse Renovation project, \$2.6 million has been appropriated in general capital improvement fund. Funding included in the general capital improvement fund is from general fund tax revenues and is transferred to the general capital fund to cover additional costs associated with the renovation project.

- **Exposition Complex - Expansion:** The County expanded the facilities at the Brazos County Exposition Complex. In October 2009, certificates of obligation were sold to fund the expansion the first expansion. Debt service for the expansion will be funded through Brazos County's share of the Hotel Occupancy Tax revenues.

The County's Exposition Complex expansion project was completed during 2011. The County issued \$12 million certificates of obligation in November 2009 to fund the first expansion of the project. Some hotel occupancy tax revenues were also used to support the construction costs. The total cost of the project was approximately \$13 million. The project was designed to increase the capacity of the Complex to handle national events that have expressed interest in coming to the Brazos Valley.

The second expansion of the Expo Complex will be funded using \$3 million in Certificates of Obligations issued in the fall 2015. This expansion will complete the east side. The warm up arena will be converted to a full sized stall barn, building an new covered warmup arena, upgrade sound system in the North Arena, East/West Pavilions and replacing existing lights with LEDs in the north and south arena and the east and west stall barns. Additionally, there are smaller projects within this expansion that will increase the marketability of the facility to attract bigger out of county shows and events.

**Courthouse Renovations:** The County allocated funds to continue its courthouse renovation project. The project is expected to be completed in the fall of 2017. To complete Phase V of the Courthouse Renovation project, \$3.6 million has been appropriated using Certificates of Obligations issued in 2015.

Since many County-owned buildings are 25 to 50 years old, careful evaluation of the interior and exterior of each building becomes a huge factor to maintain building integrity. Therefore, the commitment to maintaining and upgrading existing County-owned facilities continues to be a primary focus of the CIP.



The Brazos County Commissioner's Court would like to thank the CIP Committee members and staff for documenting and collecting the information to assist with the development of a data base allowing the CIP to be prepared more efficiently and effective manner.

## Introduction

The Brazos County's Capital Improvement Program (CIP) has been developed in order to further the County's commitment to the citizens of Brazos County. This program works to meet today's infrastructure needs as well as those of the future. From work on the Justice Solution Software to more visible projects, such as the Brazos County Courthouse or major Road and Bridge equipment, the five-year CIP addresses the needs of the County through responsible County government and a comprehensive approach that ensures efficient use of public funds.

The CIP is a long range plan that identifies capital projects, provides a planning schedule, and identifies options for the financing plan. The program provides a link between the County's comprehensive plan, various master plans, the annual budget, and the five-year financial forecast. This organizational approach to planning projects should extend beyond the production of a document alone. A centralized CIP is an opportunity to foster cooperation among departments and inform other governmental entities and rating agencies of the County's priorities and future plans. The process of developing a CIP should solidify the support of the citizens of Brazos County and the County's commitment to carrying out these programs. By going beyond the production of a document, the process and development of a long-term capital improvement program can realize the following benefits:

***Focus attention of community goals and needs.*** Capital projects can be brought into line with the County's objectives, allowing projects to be prioritized based on need. Furthermore, the CIP can be used as an effective tool for achieving the goals set forth by the Commissioners Court.

***Allow for an informed public.*** The CIP keeps the public informed about the future capital investment plans of the County and allows them to play a more active role in the process.

***Encourage more efficient program administration.*** By enhancing the level of communication among the various departments implementing capital improvement projects, the County is able to better coordinate efforts, avoiding duplication of efforts and potential conflicts. Work can be more effectively scheduled and available personnel and equipment can be better utilized when it is known in advance what, when, and where projects will be undertaken.

***Identify the most economically sound means of funding projects.*** Through proper planning, the need for bond issues or other revenue production measures can be foreseen and action can be taken before the need becomes so critical that emergency financing measures are required. By fiscally constraining all five-years of the CIP, the County is able to identify projects without a viable funding source and work to put in t place sources of funding.

***Enhance the County's credit rating.*** Dramatic changes in the tax structure and bonded indebtedness can be avoided with proper planning that allows the County to minimize the impact of capital

improvement projects. By keeping planned projects within the financial capabilities of the County, we are able to preserve our credit rating and make the County more attractive to business and industry.

***Help to plan for future debt issues.*** The five-year CIP is a key tool in planning for future issuance of debt, such as certificates of obligation, or identifying projects for a future general obligation bond referendum.

***Define the impact of master plans and studies.*** Based on history, the master plans conducted by the County help to identify the path forward and define the direction for each particular discipline, whether it is thoroughfare planning, facility planning or equipment planning. Through proper coordination the necessary planning will lead to successful endeavors as the City grows and the improvements identified become a necessity.

## **CIP Development Process**

Brazos County is committed to developing a formal Capital Improvement Program (CIP). This program will identify the major capital needs for the county for the next five to ten years and will provide a plan for funding present and future projects for roads, infrastructure, major repairs and upgrades to county facilities and the replacement of capital equipment including technological enhancements.

A Capital Improvement Committee will be formed and will be responsible for reviewing departmental requests and proposing a five to ten year Capital Improvement Program. The committee will include the following representatives:

- County Auditor
- Budget Officer
- County Engineer
- Director of Facility Services
- Director of Information Technology
- Purchasing Agent
- Commissioners Court – 2 Members

The Committee will consider the feasibility of all proposed capital projects submitted by County departments. They will evaluate their necessity, priority, location, and cost and will recommend methods of financing the various projects. Priority will be given to projects of a life-safety nature. Once the CIP Committee is approved by Commissioners Court, it will meet regularly throughout the year to monitor the progress of the projects and recommend revisions as needed.

Capital Improvement Projects will include the project description and scope, purpose and needs assessment along with operating budget impact, and revenue or cost savings efficiency factors. All projects will be required to have a method of financing to include all funding sources.

Upon completion and adoption, the Capital Improvement Program will become the guide for the Commissioners Court, Budget Officer, County Auditor, and County departments with respect to bond

sales and the annual budgeting process. The Commissioners Court takes the final action of adopting the capital budget.

Only projects approved by Commissioners Court as part of the budget process will be considered an approved project. All subsequent year estimates are for planning purposes only and will be reevaluated at the conclusion of each year's budget process. The formal Capital Improvement Program is approved by the Commissioners Court.

The Capital Improvement Committee (CIC) is responsible for reviewing the county's departmental capital improvement program (CIP) requests and will consider the feasibility of proving recommendations to the Brazos County Commissioners Court. This committee includes the following representatives: County, Auditor, Budget Officer, County Engineer, Director of Building and Maintenance, Director of Information Technology, Purchasing Agent, and 2 members of the Commissioners Court. The committee is also given the authority to request the assistance of other county departments in the development of the CIP. The CIC will evaluate the necessity, priority, location, and cost and may recommend methods of financing for the various projects. Once the CIP is approved by Commissioners Court, the committee will may meet regularly throughout the year to monitor the progress of the projects and recommend revisions as needed.

The overall goal of the CIC is to develop a Capital Improvement Program which makes recommendations that:

- Preserve the past by investing in the continued upgrade of county assets and infrastructure.
- Protect the present with improvements and/or additions to facilities, roads and capital investments.
- Plan for the future of the County.

Proposed projects will be submitted to the Budget Office by the various county departments. A CIC meeting will be scheduled for the departments to present their program needs. The Capital Improvement Committee will prepare an in-depth analysis and review of the projects requested. It will also conduct an internal project ranking process and will use the criteria that will include, but not limited to, public health and safety, federal or state mandates, preservation of the County's existing capital investments, and demand for services and consistency. All projects will be categorized by priority using the criteria listed below:

- Immediate – Projects are in progress or expected to be stated within one year.
- Short-Term – Projects are expected to start within the next 2-3 years.
- Long Term – Projects are expected to begin within the next 4-5 years.
- Future Projects – Projects are anticipated, but not scheduled within a 5-year planning period.

The Capital Improvement Committee will evaluate capital projects based on the urgency of the project, the readiness of the project, whether the project is suitable for separating into phases and whether the project is consistent with the overall CIP program.

The County's legal limits on debt are stated in the Constitution of the State of Texas, Article 3, and Section 52. It says that upon a vote of the voting qualified voters of the county, the County may issue bonds or otherwise lend its credit in any amount not to exceed one-fourth of the assessed valuation of the real property of the County. The County must set up a sinking fund and levy and collect taxes to pay the interest and principal of the annual required debt service until the debt is retired.

The assessed value of the real property in the County is \$ 14.4 billion and \$0.4850 cents per \$100 of valuation of this amount is \$69.9 Million. The total debt of the County is \$110.1 Million to be paid over the years until 2034.

The County relies on the advice of a professional outside financial advisor and its own professional staff about when it is advisable to issue new debt. A guiding principle on the issuance of new debt is the desire of the County to continue to maintain a good bond rating

## **Project Management Checklist**

### **Getting Started**

- Develop a business case for the project
- Make sure the project fits the County priorities
- Overview any key risks avoiding details
- Identify all concerned in the project
- Consult Budget Office for funding source (s)
- Get the project case approved by Commissioners Court

### **Defining the Project**

- Write project definition statement
- Send project definition statement to all concerned
- Define areas to be included in the project scope
- Describe what each person does in the project
- Specify responsibility of each project team member
- Think who should be included in the project team
- Ensure each team member has the skills required for the specific project
- Form a group of project managers
- Hold a meeting with all concerned

### **Planning the Project**

- Brazos County Capital Improvement Program Create a project planning checklist
- List all the activities in work breakdown structure
- Group tasks under different category headings

- Write down dependencies of all activities
- Estimate how much time each activity will take
- Identify activities that have to be completed by the due date
- Prioritize planned activities
- Make a communication plan and communicate it with all concerned
- Carry out a full risk analysis
- Appoint a team member to manage each risk
- Filter your project for slipping tasks
- Create a chart to monitor the project progress
- Make a milestone plan for the stages of the project
- Check the project by the milestone dates
- Set a realistic deadline for the project

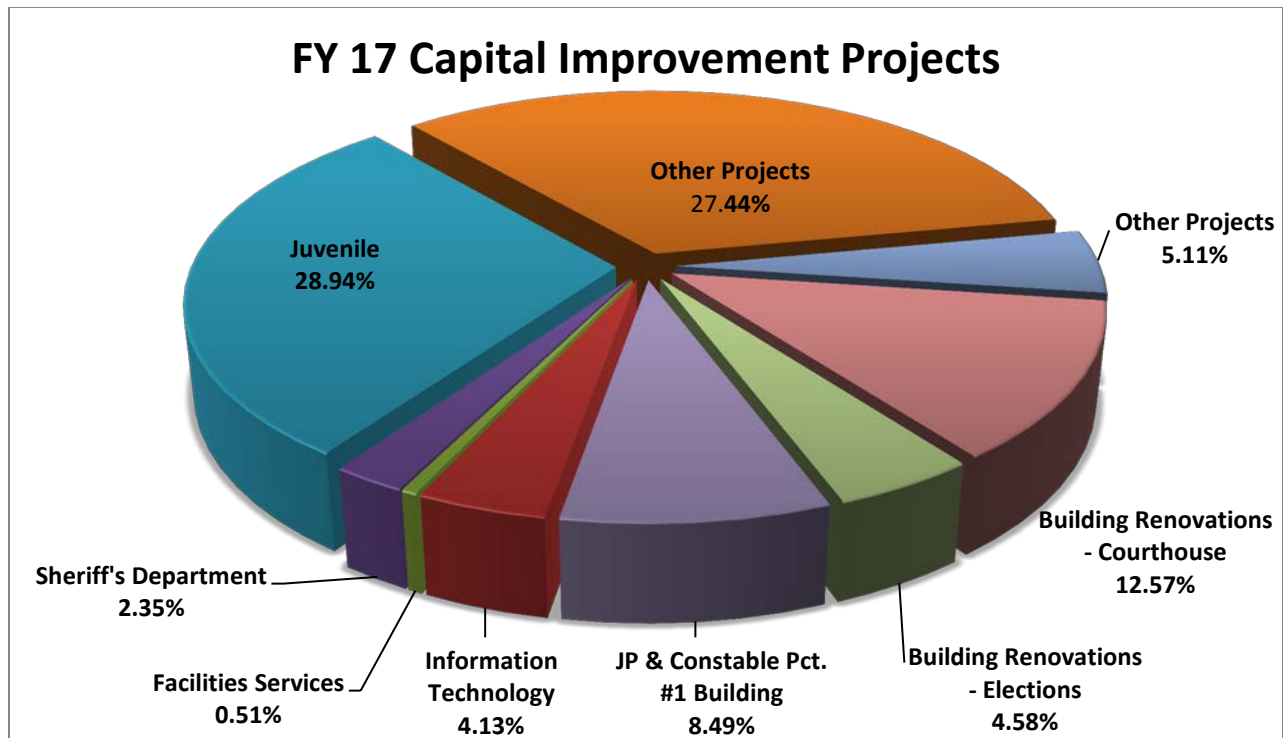
### **Monitoring the Project**

- Agree monitoring and reviewing process with Commissioners Court
- Decide on how and what will be monitored in the project
- Keep records of the project
- Chose the type of control that is needed
- Agree monitoring and approving changes with Commissioners Court
- Have a formal approval from County Judge before action change
- Appoint someone to be responsible for the project quality
- Review the project quality with the requesting department
- Make sure someone can sanction changes in the event of County Judges' absence
- Set an agenda for project meetings to review progress
- Define action points against each item on the agenda
- Review the items on the critical path
- Report if the cost or time limit exceeded
- Report progress at the end of each stage of the project
- Monitor issues that may be causing concern

### **Closing Down the Project**

- Set a date for a post project review meeting
- Invite Commissioners Court Members/Elected Officials and Department Heads
- Consider debriefing the project team at the meeting
- Check whether you have the same results as in the original plan
- Check budget, quality requirements and deadline meetings
- Make a list of unfinished tasks
- Write final project report and share it with all concerned
- Inform all involved in the project about its close down or completion
- Thank all project contributors
- Celebrate the completion with your team members

The following chart will show the breakdown per department.



### Fiscal Year 2017 Highlights

**Courthouse Remodeling:** To complete Phase V of the Courthouse Renovation project.

**Exposition Complex - Expansion:** Project includes the expansion of the Exposition Complex to suit the needs of the vastly growing Brazos County.

**Information Technology:** Projects include the upgrading the justice software and Data Center UPS Replacement.

**Road & Bridge:** Projects include road improvements, vehicle replacements and equipment.

**JP Pct. #1 & Constable Pct. #1:** Project includes funds to construct a building and to house both the Justice of the Peace and the Constable of Pct. #1.

**Building Renovations:** Project includes the retrofit of the old Tax Office building into an Employee Clinic and an Election Administration Office.

# **Department Summary**





**BRAZOS COUNTY, TEXAS**  
**REQUESTED FY 2017 CAPITAL IMPROVEMENT PLAN**  
**SUMMARIZED BY DEPARTMENT**

<b>Fund 1100 - Hotel Occupancy</b>	<b>FY 16 Approved</b>	<b>FY 17 Requested</b>	<b>FY 17 Approved</b>	<b>2017-18</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>
<b>Hotel Occupancy - 11002500</b>	\$ 195,218	\$ 1,135,020	\$ 649,628	\$ 1,725	\$ 1,725	\$ 1,725	\$ 1,725
<b>Expo Complex Improvement - 11002900</b>	\$ 1,611,190	\$ 1,454,020	\$ 1,454,020	\$ -	\$ -	\$ -	\$ -
<b>Fund 1100 Total</b>	\$ 1,806,408	\$ 2,589,040	\$ 2,103,648	\$ 1,725	\$ 1,725	\$ 1,725	\$ 1,725

<b>Fund 1900 - County Records Management</b>	<b>FY 16 Approved</b>	<b>FY 17 Requested</b>	<b>FY 17 Approved</b>	<b>2017-18</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>
<b>Records Management - 50000100</b>	\$ 20,000	\$ 19,940	\$ 20,000	\$ 10,229	\$ -	\$ -	\$ -
<b>Fund 1900 Total</b>	\$ 20,000	\$ 19,940	\$ 20,000	\$ 10,229	\$ -	\$ -	\$ -

<b>Fund 2001 - County Clerk Archival</b>	<b>FY 16 Approved</b>	<b>FY 17 Requested</b>	<b>FY 17 Approved</b>	<b>2017-18</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>
<b>County Clerk Archival Fund - 21006000</b>	\$ -	\$ 460,500	\$ 460,500	\$ -	\$ -	\$ -	\$ -
<b>Fund 2001 Total</b>	\$ -	\$ 460,500	\$ 460,500	\$ -	\$ -	\$ -	\$ -

<b>Fund 4315 - CO 2015</b>	<b>FY 16 Approved</b>	<b>FY 17 Requested</b>	<b>FY 17 Approved</b>	<b>2017-18</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>
<b>Building Renovations - Courthouse - 63000720</b>	\$ 6,000,000	\$ 3,667,765	\$ 3,667,765	\$ -	\$ -	\$ -	\$ -
<b>Building Renovations - Expo - 63431500</b>	\$ 3,000,000	\$ 2,760,235	\$ 2,760,235	\$ -	\$ -	\$ -	\$ -
<b>Fund 4315 Total</b>	\$ 9,000,000	\$ 6,428,000	\$ 6,428,000	\$ -	\$ -	\$ -	\$ -

<b>Fund 4500 - General Permanent Improvement</b>	<b>FY 16 Approved</b>	<b>FY 17 Requested</b>	<b>FY 17 Approved</b>	<b>2017-18</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>
<b>Booneville Cemetery - 11001000</b>	\$ -	\$ 82,000	\$ 82,000	\$ -	\$ -	\$ -	\$ -
<b>Fleet Maintenance Service - 11100000</b>	\$ -	\$ 35,000	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Risk Management - 12500100</b>	\$ 28,000	\$ 1,881	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Tax Office - 13000100</b>	\$ 3,690	\$ 90,160	\$ 74,000	\$ -	\$ -	\$ -	\$ -
<b>Information Technology - 14000100</b>	\$ 3,068,088	\$ 1,957,569	\$ 857,148	\$ 384,075	\$ 644,755	\$ 600,827	\$ 235,485
<b>County Auditor - 16000100</b>	\$ -	\$ 84,832	\$ 84,832	\$ 500,000	\$ 1,500,000	\$ 500,000	\$ -
<b>Purchasing - 16500100</b>	\$ 76,990	\$ 45,178	\$ 41,678	\$ -	\$ -	\$ -	\$ -
<b>Facilities Services - 17000100</b>	\$ 1,482,000	\$ 2,006,500	\$ 105,000	\$ 100,000	\$ 90,000	\$ -	\$ 1,050,000

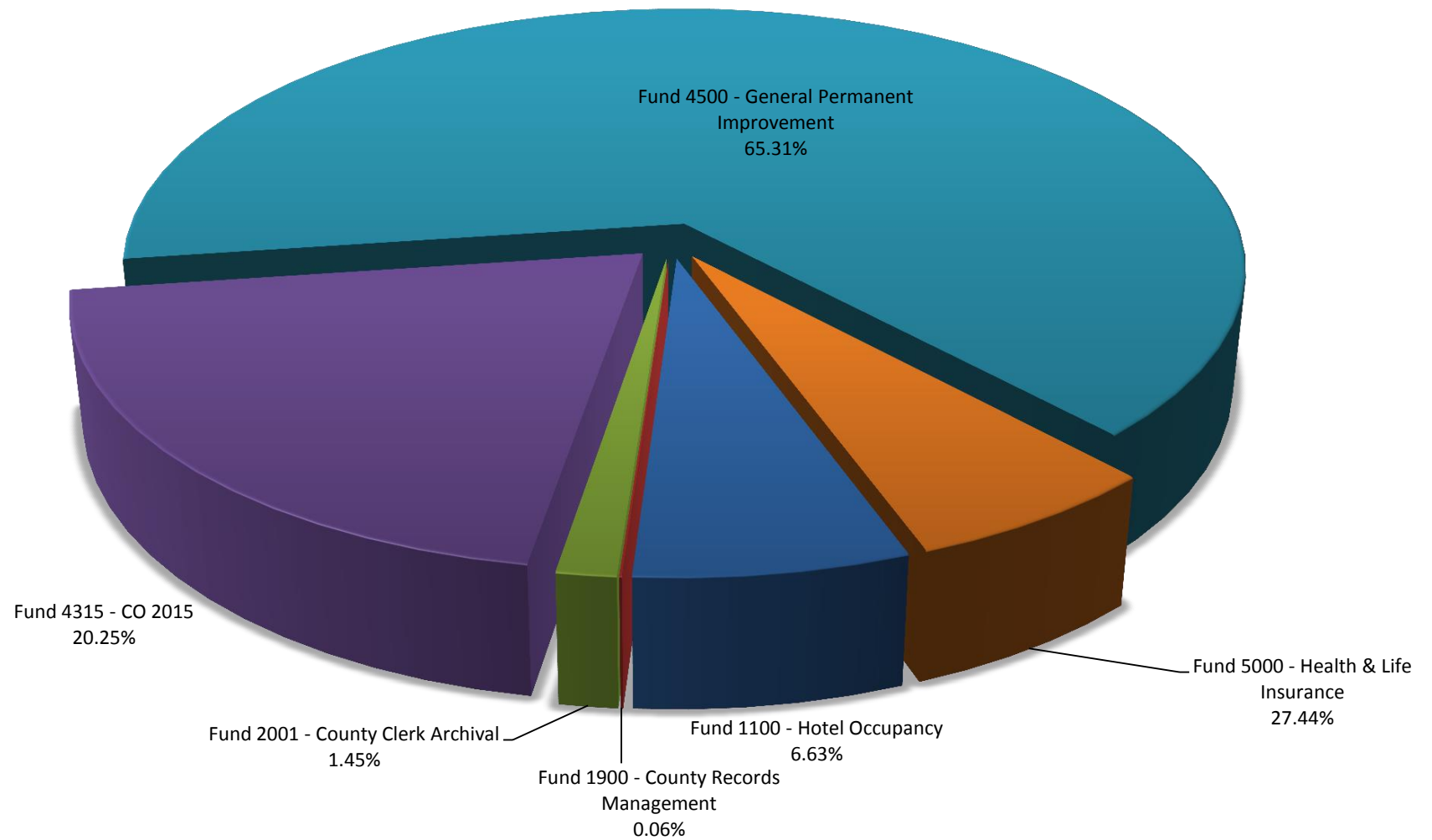
**BRAZOS COUNTY, TEXAS**  
**REQUESTED FY 2017 CAPITAL IMPROVEMENT PLAN**  
**SUMMARIZED BY DEPARTMENT**

<b>Fund 4500 - General Permanent Improvement Cont.</b>	<b>FY 16 Approved</b>	<b>FY 17 Requested</b>	<b>FY 17 Approved</b>	<b>2017-18</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>
County Attorney - 18000100	\$ -	\$ 23,730	\$ -	\$ -	\$ -	\$ -	\$ -
District Attorney - 19000100	\$ 6,200	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ -
County Clerk - 21000100	\$ 139,906	\$ 143,020	\$ -	\$ -	\$ -	\$ -	\$ -
Sheriff's Office -Administration - 28000100	\$ 438,743	\$ 936,373	\$ 376,495	\$ 1,000,000	\$ -	\$ -	\$ -
Sheriff's Office - Jail Division - 28002000	\$ 141,437	\$ 171,428	\$ 111,454	\$ 300,000	\$ -	\$ -	\$ -
Constable Pct. #1 - 30101100	\$ 6,000	\$ 56,619	\$ -	\$ -	\$ -	\$ -	\$ -
Constable Pct. #2 - 30201100	\$ 2,500	\$ 56,500	\$ 43,000	\$ -	\$ -	\$ -	\$ -
Constable Pct. #3 - 30301100	\$ 8,522	\$ 56,279	\$ 45,000	\$ -	\$ -	\$ -	\$ -
Constable Pct. #4 - 30401100	\$ 56,000	\$ 84,721	\$ 43,000	\$ -	\$ -	\$ -	\$ -
Juvenile Services - 31000100	\$ 119,296	\$ 2,164,591	\$ 6,000,000	\$ -	\$ -	\$ -	\$ -
Emergency Management - 35500100	\$ 538,497	\$ 589,481	\$ 50,000	\$ 60,000	\$ 60,000	\$ -	\$ -
Expo Center - 36000100	\$ -	\$ 270,087	\$ 29,320	\$ -	\$ -	\$ -	\$ -
Brazos Center - 36500100	\$ 97,454	\$ 253,402	\$ -	\$ 217,470	\$ -	\$ -	\$ -
Road & Bridge Equipment - 56001000	\$ 5,882,054	\$ 5,857,048	\$ 6,909,751	\$ 304,640	\$ -	\$ -	\$ -
Equipment - Other (Commissioner's Court)	\$ 500,000	\$ 500,000	\$ 500,000	\$ -	\$ -	\$ -	\$ -
JP & Constable Pct. #1 Building 63000200	\$ 951,845	\$ 1,760,000	\$ 1,760,000	\$ -	\$ -	\$ -	\$ -
Fleet Maintenance - 63000300	\$ 573,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Building Renovations - Courthouse - 63000700	\$ 3,308,628	\$ 2,606,000	\$ 2,606,000	\$ -	\$ -	\$ -	\$ -
Building - Elections Admin. Office - 63210020	\$ 700,000	\$ 950,000	\$ 950,000	\$ -	\$ -	\$ -	\$ -
Green Prairie Trail - 63560100	\$ -	\$ 66,243	\$ 66,243	\$ -	\$ -	\$ -	\$ -
Transfer to General Fund from Jail Expansion	\$ 46,092	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Fund 4500 Total</b>	<b>\$ 18,174,942</b>	<b>\$ 20,878,642</b>	<b>\$ 20,734,921</b>	<b>\$ 2,866,185</b>	<b>\$ 2,294,755</b>	<b>\$ 1,100,827</b>	<b>\$ 1,285,485</b>

<b>Fund 5000 - Health &amp; Life Insurance</b>	<b>FY 16 Approved</b>	<b>FY 17 Requested</b>	<b>FY 17 Approved</b>	<b>2017-18</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>
Medical Clinic - 64005000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ -	\$ -	\$ -	\$ -
<b>Fund 5000 Total</b>	<b>\$ 2,000,000</b>	<b>\$ 2,000,000</b>	<b>\$ 2,000,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

<b>Total of All Funds</b>	<b>FY 16 Approved</b>	<b>FY 17 Requested</b>	<b>FY 17 Approved</b>	<b>2017-18</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>
<b>Total</b>	<b>\$ 31,001,350</b>	<b>\$ 32,376,122</b>	<b>\$ 31,747,069</b>	<b>\$ 2,878,139</b>	<b>\$ 2,296,480</b>	<b>\$ 1,102,552</b>	<b>\$ 1,287,210</b>

## FY 17 Capital Improvement Projects





# **Fund 1100 – Hotel Occupancy**



**BRAZOS COUNTY, TEXAS**  
**FY 2017 REQUESTED CAPITAL IMPROVEMENT PLAN**

				5-Year Fiscal Year Project Funding Projection				
Department	Project Title	Approved FY 16	Requested 2016-17	Approved FY 17	2017-18	2018-19	2019-20	2020-21
Hotel Occupancy (11002500)								
	Replace Current Lighting in the North Arena with LED Lighting	\$ 145,693	\$ 145,693	\$ 145,693				
	Sound Improvements in East and West Pavilions and Adjacent Areas	\$ 21,000	\$ 21,000	\$ 21,000				
	Portable 97"x168" Replacement Video Screens with Skirts for the Exhibit Hall (2)	\$ 3,434						
	Mitey-Lite Banquest Tables and Storage Cart (15)	\$ 10,419						
	Inside Event Quality High Capacity Waste Receptacles (15)	\$ 4,672						
	W-W Chaparral Livestock Panels (50)	\$ 10,000						
	Replace 2007 Kawasaki 4010 Diesel Mule #1		\$ 13,434	\$ 13,434				
	Replace 2007 Kawasaki 4010 Diesel Mule #2		\$ 13,434	\$ 13,434				
	25 Steel Racks Fabricated for Transporting and Storing Livestock		\$ 19,175	\$ 19,175				
	12 Portable Motorola Two-Way Radios with Accessories		\$ 8,250	\$ 8,250				
	96" bucket to use with Telehandler		\$ 1,275	\$ 1,275				
	Adapter for Telehandler to use 96" bucket		\$ 1,599	\$ 1,599				
	Manitowoc 450 Pound Ice Machine with 720 Pound Storage Bin		\$ 4,732	\$ 4,732				
	W-W Equipment		\$ 485,392					
	Kubota Loader		\$ 73,694	\$ 73,694				

**BRAZOS COUNTY, TEXAS**  
**FY 2017 REQUESTED CAPITAL IMPROVEMENT PLAN**

				5-Year Fiscal Year Project Funding Projection				
Department	Project Title	Approved FY 16	Requested 2016-17	Approved FY 17	2017-18	2018-19	2019-20	2020-21
Hotel Occupancy (11002500)								
	Expo Crestron Refresh		\$ 63,000	\$ 63,000				
	Expo Wireless Replacement		\$ 43,575	\$ 43,575	\$ 1,725	\$ 1,725	\$ 1,725	\$ 1,725
	Repair Expo Parking Lots		\$ 240,000	\$ 240,000				
	Saftey Work Platform Attachment to use on the Telehandler		\$ 767	\$ 767				
TOTAL		\$ 195,218	\$ 1,135,020	\$ 649,628	\$ 1,725	\$ 1,725	\$ 1,725	\$ 1,725



**Brazos County, Texas**  
**Capital Improvement Program FY 2017**

<b>Department:</b>	Exposition Complex	<b>Project Manager:</b>	Tom Quarles
<b>Project Title:</b>	Replace Current Lighting in North Arena with LED Lighting	<b>Priority Number:</b>	13
<b>Start Date:</b>	5/1/2017	<b>Projected End Date:</b>	5/31/2017
<b>Type of Project:</b>	New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Expansion <input type="checkbox"/> Renovation <input type="checkbox"/> Land <input type="checkbox"/>		

Previous Funding To-Date	Budget Year 1 FY 2016-17	Unappropriated Subsequent Years				Total Capital Cost
		Year 2 FY 2017-18	Year 3 FY 2018-19	Year 4 FY 2019-20	Year 5 FY 2020-21	
\$ -	\$ 145,693	\$ -	\$ -	\$ -	\$ -	\$ 145,693

**Description and Scope of Project**

Lighting in the North Arena is inadequate. The lighting needs to be replaced with a minimum of 75 foot candles of LED Lighting.

**Purpose and Need Including Operating Efficiencies and Savings**

With the additional space added during Phase III construction, we will have a corresponding increase in the number and type of events. The lighting in the North Arena needs to be significantly improved. Metal Halide lights were originally installed in Phase I. These lights are inadequate in regard to the quality of lighting produced and the lighting flexibility required by some of the events.

**History and Current Status**

The Expo facilities are increasing and the number and the size of the events are increasing accordingly. In order for us to be a premier event facility, maintain our reputation and be successful, it will require a corresponding increase in equipment and fixtures. Currently, the major complaints that we receive are regarding lighting and sound in the Arenas and Pavilions.

**Program Breakdown and Operating Budget Impact**

Description/Basis for Estimate	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Replace current Lighting in the North Arena with LED Lighting	\$145,693				
<b>Total Capital Cost:</b>	\$145,693	\$0	\$0	\$0	\$0
Staffing Expense					
Supplies and Maintenance Expense					
<b>Operating Costs:</b>	\$0	\$0	\$0	\$0	\$0
<b>Total Program Cost:</b>	\$145,693	\$0	\$0	\$0	\$0

**This Section to Be Completed by Capital Improvement Committee Only**

Committee Notes:	Division	Account	Amount
	11002500	65053000	\$ 145,693.00

Completed by:	Tom Quarles		
Department Name:	Exposition Complex	Date:	4/5/2016

**Brazos County, Texas**  
**Capital Improvement Program FY 2017**

<b>Department:</b>	Exposition Complex	<b>Project Manager:</b>	Tom Quarles
<b>Project Title:</b>	Sound Improvements in the East and West Pavilions and the Adjoining Arenas	<b>Priority Number:</b>	14
<b>Start Date:</b>	5/1/2017	<b>Projected End Date:</b>	5/31/2017
<b>Type of Project:</b>	New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Expansion <input type="checkbox"/> Renovation <input type="checkbox"/> Land <input type="checkbox"/>		

Previous Funding To-Date	Budget Year 1 FY 2016-17	Unappropriated Subsequent Years				Total Capital Cost
		Year 2 FY 2017-18	Year 3 FY 2018-19	Year 4 FY 2019-20	Year 5 FY 2020-21	
\$ -	\$ 21,000	\$ -	\$ -	\$ -	\$ -	\$ 21,000
<b>Description and Scope of Project</b>						
Sound in both existing pavilions and both arenas is a major issue with most of our event clients. At a minimum, more speakers are needed to better cover the surface space in the existing outside facilities.						
<b>Purpose and Need Including Operating Efficiencies and Savings</b>						
Sound is probably the most important capital improvement that we need. Almost all of our customers are not pleased with the quality of the sound that we currently have in place.						
<b>History and Current Status</b>						
The Expo facilities are increasing and the number and the size of the events are increasing accordingly. In order for us to be a premier event facility, maintain our reputation and be successful, it will require a corresponding increase in the quality of existing equipment and fixtures. Currently, the major complaints that we receive are regarding lighting and sound in the Arenas and Pavilions.						
<b>Program Breakdown and Operating Budget Impact</b>						
Description/Basis for Estimate	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	
Sound Improvements in the East & West Pavilions and the North & South Arenas	\$21,000					
<b>Total Capital Cost:</b>	\$21,000	\$0	\$0	\$0	\$0	\$0
Staffing Expense						
Supplies and Maintenance Expense						
<b>Operating Costs:</b>	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Program Cost:</b>	\$21,000	\$0	\$0	\$0	\$0	\$0
<b>This Section to Be Completed by Capital Improvement Committee Only</b>						
<b>Committee Notes:</b>			<b>Division</b>	<b>Account</b>	<b>Amount</b>	
			11002500	65320000	\$ 21,000.00	

Completed by:	Tom Quarles		
Department Name:	Exposition Complex	Date:	4/5/2016

**Brazos County, Texas**  
**Capital Improvement Program FY 2017**

<b>Department:</b>	Exposition Complex	<b>Project Manager:</b>	Tom Quarles
<b>Project Title:</b>	Replace 2007 Kawasaki 4010 Diesel Mule #1	<b>Priority Number:</b>	1
<b>Start Date:</b>	10/1/2016	<b>Projected End Date:</b>	12/1/2016
<b>Type of Project:</b>	New _____ Replacement <u>X</u> Expansion _____ Renovation _____ Land _____		

Previous Funding To-Date	Budget Year 1 FY 2016-17	Unappropriated Subsequent Years				Total Capital Cost
		Year 2 FY 2017-18	Year 3 FY 2018-19	Year 4 FY 2019-20	Year 5 FY 2020-21	
\$ -	\$ 13,434	\$ -	\$ -	\$ -	\$ -	\$ 13,434
<b>Description and Scope of Project</b>						
Replace 2007 Kawasaki 4010 Diesel Mule.						
<b>Purpose and Need Including Operating Efficiencies and Savings</b>						
Mule used for a wide variety of work at the Expo. Used to transport tools and equipment, work in arenas, haul/pick up trash throughout Complex, set up events, tear down events, general cleaning for entire Complex and is essential for the comprehensive management of events. This would be a state contract TXMAS purchase.						
<b>History and Current Status</b>						
Current vehicle has been satisfactorily maintained and has had periodic repair issues. Rationale for projected replacement is based on repair history, approximately 2,700 hours of use, projected dependability and Expo event growth.						
<b>Program Breakdown and Operating Budget Impact</b>						
<b>Description/Basis for Estimate</b>	<b>FY 2017</b>	<b>FY 2018</b>	<b>FY 2019</b>	<b>FY 2020</b>	<b>FY 2021</b>	
2017 Kawasaki 4010 Diesel Mule	\$13,434					
<b>Total Capital Cost:</b>	\$13,434	\$0	\$0	\$0	\$0	\$0
Staffing Expense						
Supplies and Maintenance Expense						
<b>Operating Costs:</b>	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Program Cost:</b>	\$13,434	\$0	\$0	\$0	\$0	\$0
<b>This Section to Be Completed by Capital Improvement Committee Only</b>						
<b>Committee Notes:</b>			<b>Division</b>	<b>Account</b>	<b>Amount</b>	
			11002500	80286000	\$ 13,434.00	

Completed by:	Tom Quarles		
Department Name:	Exposition Complex	Date:	2/12/2016

**Brazos County, Texas**  
**Capital Improvement Program FY 2017**

<b>Department:</b>	Exposition Complex	<b>Project Manager:</b>	Tom Quarles
<b>Project Title:</b>	Replace 2007 Kawasaki 4010 Diesel Mule #2	<b>Priority Number:</b>	2
<b>Start Date:</b>	10/1/2016	<b>Projected End Date:</b>	12/1/2016
<b>Type of Project:</b>	New _____ Replacement <u>X</u> Expansion _____ Renovation _____ Land _____		

Previous Funding To-Date	Budget Year 1 FY 2016-17	Unappropriated Subsequent Years				Total Capital Cost
		Year 2 FY 2017-18	Year 3 FY 2018-19	Year 4 FY 2019-20	Year 5 FY 2020-21	
\$ -	\$ 13,434	\$ -	\$ -	\$ -	\$ -	\$ 13,434
<b>Description and Scope of Project</b>						
Replace 2007 Kawasaki 4010 Diesel Mule.						
<b>Purpose and Need Including Operating Efficiencies and Savings</b>						
Mule used for a wide variety of work at the Expo. Used to transport tools and equipment, work in arenas, haul/pick up trash throughout Complex, set up events, tear down events, general cleaning for entire Complex and is essential for the comprehensive management of events. This would be a state contract TXMAS purchase.						
<b>History and Current Status</b>						
Current vehicle has been satisfactorily maintained and has had periodic repair issues. Rationale for projected replacement is based on repair history, approximately 2,500 hours of use, projected dependability and Expo event growth.						
<b>Program Breakdown and Operating Budget Impact</b>						
Description/Basis for Estimate	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	
2017 Kawasaki 4010 Diesel Mule	\$13,434					
<b>Total Capital Cost:</b>	\$13,434	\$0	\$0	\$0	\$0	\$0
Staffing Expense						
Supplies and Maintenance Expense						
<b>Operating Costs:</b>	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Program Cost:</b>	\$13,434	\$0	\$0	\$0	\$0	\$0
<b>This Section to Be Completed by Capital Improvement Committee Only</b>						
<b>Committee Notes:</b>			<b>Division</b>	<b>Account</b>	<b>Amount</b>	
			11002500	80286000	\$ 13,434.00	

Completed by:	Tom Quarles		
Department Name:	Exposition Complex	Date:	2/12/2016

**Brazos County, Texas  
Capital Improvement Program FY 2017**

<b>Department:</b>	Exposition Complex	<b>Project Manager:</b>	Tom Quarles
<b>Project Title:</b>	25 Steel Racks Fabricated for Transporting and Storing Livestock Panels/Horse Stall Panels	<b>Priority Number:</b>	5
<b>Start Date:</b>	10/1/2016	<b>Projected End Date:</b>	8/1/2016
<b>Type of Project:</b>	New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Expansion <input type="checkbox"/> Renovation <input type="checkbox"/> Land <input type="checkbox"/>		

Previous Funding To-Date	Budget Year 1 FY 2016-17	Unappropriated Subsequent Years				Total Capital Cost
		Year 2 FY 2017-18	Year 3 FY 2018-19	Year 4 FY 2019-20	Year 5 FY 2020-21	
\$ -	\$ 19,175	\$ -	\$ -	\$ -	\$ -	\$ 19,175

**Description and Scope of Project**

Over \$1,000,000 worth of livestock show panels and horse stall panels have been stored and then transported each way, as needed (some almost daily), between the storage buildings and the Pavilions about as inefficiently as it can be done. Panels, when not in use, are stored in the two storage buildings. Storing is done by leaning them on each other against one steel horizontal brace, welded between each column (at the back of the building), which was originally installed for that purpose. This was the cheapest way to do it at the time (and money was an issue at the time) and frankly, from 2007 until now, there have just been too many other priorities involved in starting, developing and growing the Expo into what it has become to date. In FY 16, we were approved to have 40 racks built. With Phase III including more cattle ties and horse stalls, more steel racks will be needed.

**Purpose and Need Including Operating Efficiencies and Savings**

The current method of storing and transporting panels requires manual labor to actually put each one initially on the forks of the lift, at the storage building, and then off the forks when unloading them at the stall barn, depending on the type needed and the Pavilion where each specific event is scheduled. In addition, individually handling the panels this way puts each panel in direct contact with the steel forks first and then they are exposed to all of the bumps and pavement unevenness that exists between facilities during transport. This type of manual storage and transportation creates a lot of wear and tear on the panels. Many get skinned up, bent and generally beat up over time. There have also been times that some panels have been inadvertently dropped due to bumps, pot holes and simple operator error. Over time, this affects the aesthetics of our presentation and sometimes the panels fitting together properly. The bottom-line is that these panels are very expensive. The racks protect the panels during storage, and during transportation, as each individual rack, holding approximately 25 panels, would be picked up by the fork lifts instead of picking up each individual panel. The labor hours saved and the decreased time required to complete event set-ups and tear-downs weekly would also be significant over the course of time. Racks were built in FY16, but more are needed for the same type of equipment that will be purchased for Phase III expansion.

**History and Current Status**

Three competitive bids will be attached to the e-mail sending all Expo FY17 CIP requests.

**Program Breakdown and Operating Budget Impact**

Description/Basis for Estimate	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
25 Steel Racks Fabricated for Transporting and Storing Livestock Panels/Horse Stall Panels	\$19,175				
<b>Total Capital Cost:</b>	\$19,175	\$0	\$0	\$0	\$0
Staffing Expense					
Supplies and Maintenance Expense					
<b>Operating Costs:</b>	\$0	\$0	\$0	\$0	\$0
<b>Total Program Cost:</b>	\$19,175	\$0	\$0	\$0	\$0

**This Section to Be Completed by Capital Improvement Committee Only**

Committee Notes:	Division	Account	Amount
	11002500	67286000	\$ 19,175.00

Completed by:	Tom Quarles		
Department Name:	Exposition Complex	Date:	2/12/2016

**Brazos County, Texas**  
**Capital Improvement Program FY 2017**

<b>Department:</b>	Exposition Complex	<b>Project Manager:</b>	Tom Quarles
<b>Project Title:</b>	12 Portable Motorola Two-Way Radios with Accessories	<b>Priority Number:</b>	6
<b>Start Date:</b>	10/1/2016	<b>Projected End Date:</b>	12/1/2016
<b>Type of Project:</b>	New _____ Replacement <u>X</u> Expansion _____ Renovation _____ Land _____		

Previous Funding To-Date	Budget Year 1 FY 2016-17	Unappropriated Subsequent Years				Total Capital Cost
		Year 2 FY 2017-18	Year 3 FY 2018-19	Year 4 FY 2019-20	Year 5 FY 2020-21	
\$ -	\$ 8,250		\$ -	\$ -	\$ -	\$ 8,250

**Description and Scope of Project**

Twelve portable 2-way Motorola Radios, with accessories, to replace older radios that were purchased in 2007.

**Purpose and Need Including Operating Efficiencies and Savings**

The current 2007 group of portable Motorola 2-way radios were purchased in 2007 thus they are over eight years old. They have been used extensively for both inside events and outside events. When used for outside events they are exposed to harsh conditions...heat, cold, extreme dust, use while operating equipment, manually moving heavy equipment and over all just a lot of use. These radios are critical in communicating with our employees and customers. They play a much needed role in efficiently operating the facility, especially in properly managing and supervising Expo employees.

**History and Current Status**

Replacing the older set of portable Motorola radios is imperative as we move forward in our quest to efficiently and effectively manage the Expo Complex. These are not trunked radios such as those that law enforcement uses, thus they are much less in cost. The current cost is approximately \$700 each. The older radios are closing in on eight years old and are showing quite a bit of wear. It is very important that we start replacing them as soon as possible. These radios and required accessories will be purchased via HGAC state contract.

**Program Breakdown and Operating Budget Impact**

Description/Basis for Estimate	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
12 Motorola Portable 2-Way Radios w/accessories	\$8,250				
<b>Total Capital Cost:</b>	\$8,250	\$0	\$0	\$0	\$0
Staffing Expense					
Supplies and Maintenance Expense					
<b>Operating Costs:</b>	\$0	\$0	\$0	\$0	\$0
<b>Total Program Cost:</b>	\$8,250	\$0	\$0	\$0	\$0

**This Section to Be Completed by Capital Improvement Committee Only**

Committee Notes:	Division	Account	Amount
	11002500	67287000	\$ 8,250.00

Completed by:	Tom Quarles		
Department Name:	Exposition Complex	Date:	2/12/2016

**Brazos County, Texas**  
**Capital Improvement Program FY 2017**

<b>Department:</b>	Exposition Complex	<b>Project Manager:</b>	Tom Quarles
<b>Project Title:</b>	96" bucket to use with Telehandler	<b>Priority Number:</b>	7
<b>Start Date:</b>	10/1/2016	<b>Projected End Date:</b>	2/1/2016
<b>Type of Project:</b>	New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Expansion <input type="checkbox"/> Renovation <input type="checkbox"/> Land <input type="checkbox"/>		

Previous Funding To-Date	Budget Year 1 FY 2016-17	Unappropriated Subsequent Years				Total Capital Cost
		Year 2 FY 2017-18	Year 3 FY 2018-19	Year 4 FY 2019-20	Year 5 FY 2020-21	
\$ -	\$ 1,275	\$ -	\$ -	\$ -	\$ -	\$ 1,275
<b>Description and Scope of Project</b>						
96" Bobcat bucket (with a necessary adapter listed separately from an additional company) needed for the Genie Telehandler. The adapter is required for the bucket.						
<b>Purpose and Need Including Operating Efficiencies and Savings</b>						
With the growth of the Expo and the subsequent increase in the number of livestock shows, horse shows and other miscellaneous equine events, the need for another large bucket to assist in faster and more efficient cleaning and used shavings removal between events is extremely important. Many times staff and work crews have minimal time to clean the barns after a livestock show and/or horse show moves out and another is getting ready to move in.						
<b>History and Current Status</b>						
Expo growth and the increase and/or size of events has created a need for more equipment to clean the barns between events moving in and out. This bucket would be purchased via state contract Buy Board pricing.						
<b>Program Breakdown and Operating Budget Impact</b>						
Description/Basis for Estimate	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	
96" bucket needed the Genie Telehandler	\$1,275					
<b>Total Capital Cost:</b>	\$1,275	\$0	\$0	\$0	\$0	\$0
Staffing Expense						
Supplies and Maintenance Expense						
<b>Operating Costs:</b>	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Program Cost:</b>	\$1,275	\$0	\$0	\$0	\$0	\$0
<b>This Section to Be Completed by Capital Improvement Committee Only</b>						
<b>Committee Notes:</b>			<b>Division</b>	<b>Account</b>	<b>Amount</b>	
			11002500	67286000	\$ 1,275.00	

Completed by:	Tom Quarles		
Department Name:	Exposition Complex	Date:	2/12/2016



**Brazos County, Texas  
Capital Improvement Program FY 2017**

<b>Department:</b>	Exposition Complex	<b>Project Manager:</b>	Tom Quarles
<b>Project Title:</b>	Adapter for Telehandler to use 96" bucket	<b>Priority Number:</b>	8
<b>Start Date:</b>	10/1/2016	<b>Projected End Date:</b>	2/1/2016
<b>Type of Project:</b>	New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Expansion <input type="checkbox"/> Renovation <input type="checkbox"/> Land <input type="checkbox"/>		

Previous Funding To-Date	Budget Year 1 FY 2016-17	Unappropriated Subsequent Years				Total Capital Cost
		Year 2 FY 2017-18	Year 3 FY 2018-19	Year 4 FY 2019-20	Year 5 FY 2020-21	
\$ -	\$ 1,599	\$ -	\$ -	\$ -	\$ -	\$ 1,599
<b>Description and Scope of Project</b>						
Required adapter needed for the Genie Telehandler to use 96" Bobcat bucket.						
<b>Purpose and Need Including Operating Efficiencies and Savings</b>						
With the growth of the Expo and the subsequent increase in the number of livestock shows, horse shows and other miscellaneous equine events, the need for a required adapter necessary to use another large bucket (on the Telehandler) to provide faster and more efficient cleaning and dirty shavings (bedding) removal between events is extremely important. One bucket will be used on the Telehandler and one is currently used on the Bobcat. Many times staff and work crews have minimal time to clean the barns after a livestock show and/or horse show moves out and another is getting ready to move in.						
<b>History and Current Status</b>						
Expo growth and the increase and/or size of events has created a need for more equipment to clean the barns between events moving in and out. Three bids for the adapter needed to use the 96" bucket will be included with the memorandum when submitting 2017 Expo CIP requests.						
<b>Program Breakdown and Operating Budget Impact</b>						
Description/Basis for Estimate	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	
Adapter required for 96" bucket needed for the Genie Telehandler.	\$1,599					
<b>Total Capital Cost:</b>	\$1,599	\$0	\$0	\$0	\$0	
Staffing Expense						
Supplies and Maintenance Expense						
<b>Operating Costs:</b>	\$0	\$0	\$0	\$0	\$0	
<b>Total Program Cost:</b>	\$1,599	\$0	\$0	\$0	\$0	
<b>This Section to Be Completed by Capital Improvement Committee Only</b>						
<b>Committee Notes:</b>			<b>Division</b>	<b>Account</b>	<b>Amount</b>	
			11002500	67286000	\$ 1,599.00	

Completed by:	Tom Quarles		
Department Name:	Exposition Complex	Date:	2/12/2016



**Brazos County, Texas**  
**Capital Improvement Program FY 2017**

<b>Department:</b>	Exposition Complex	<b>Project Manager:</b>	Tom Quarles
<b>Project Title:</b>	Manitowoc 450 Pound Ice Machine w/720 Pound Storage Bin	<b>Priority Number:</b>	10
<b>Start Date:</b>	10/1/2016	<b>Projected End Date:</b>	5/1/2016
<b>Type of Project:</b>	New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Expansion <input type="checkbox"/> Renovation <input type="checkbox"/> Land <input type="checkbox"/>		

Previous Funding To-Date	Budget Year 1 FY 2016-17	Unappropriated Subsequent Years				Total Capital Cost
		Year 2 FY 2017-18	Year 3 FY 2018-19	Year 4 FY 2019-20	Year 5 FY 2020-21	
\$ -	\$ 4,732	\$ -	\$ -	\$ -	\$ -	\$ 4,732
<b>Description and Scope of Project</b>						
<p>The Expo needs an additional ice maker with a large capacity storage bin to service the needs of both our concession operation and catering.</p>						
<b>Purpose and Need Including Operating Efficiencies and Savings</b>						
<p>With both the growth of the Exposition Complex and Phase III expansion, we have developed a need for an additional ice maker with a large capacity storage bin.</p>						
<b>History and Current Status</b>						
<p>The Expo currently has two 450 pound ice makers with large 720 pound storage bins and one small ice maker with a storage bin. Growth of the Expo in regard to the current size/number of events along with expansion and forecasted future growth has created the need for an additional large capacity ice maker to properly service our customers. This equipment would be purchased via state contract Buy Board pricing.</p>						
<b>Program Breakdown and Operating Budget Impact</b>						
<b>Description/Basis for Estimate</b>	<b>FY 2017</b>	<b>FY 2018</b>	<b>FY 2019</b>	<b>FY 2020</b>	<b>FY 2021</b>	
Manitowoc 450 Pound Ice Machine w/720 Pound Storage Bin	\$4,732					
<b>Total Capital Cost:</b>	\$4,732	\$0	\$0	\$0	\$0	
Staffing Expense						
Supplies and Maintenance Expense						
<b>Operating Costs:</b>	\$0	\$0	\$0	\$0	\$0	
<b>Total Program Cost:</b>	\$4,732	\$0	\$0	\$0	\$0	
<b>This Section to Be Completed by Capital Improvement Committee Only</b>						
<b>Committee Notes:</b>			<b>Division</b>	<b>Account</b>	<b>Amount</b>	
			11002500	67050000	\$ 4,732.00	

Completed by:	Tom Quarles		
Department Name:	Exposition Complex	Date:	2/12/2016

**Brazos County, Texas  
Capital Improvement Program FY 2017**

<b>Department:</b>	Exposition Complex	<b>Project Manager:</b>	Tom Quarles
<b>Project Title:</b>	Kubota R630R41 Loader	<b>Priority Number:</b>	12
<b>Start Date:</b>	5/1/2017	<b>Projected End Date:</b>	5/31/2017
<b>Type of Project:</b>	New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Expansion <input type="checkbox"/> Renovation <input type="checkbox"/> Land <input type="checkbox"/>		

Previous Funding To-Date	Budget Year 1 FY 2016-17	Unappropriated Subsequent Years				Total Capital Cost
		Year 2 FY 2017-18	Year 3 FY 2018-19	Year 4 FY 2019-20	Year 5 FY 2020-21	
\$ -	\$ 73,694	\$ -	\$ -	\$ -	\$ -	\$ 73,694

**Description and Scope of Project**

Additional piece of equipment needed to expedite tearing down, cleaning-up and resetting the facilities between events moving out and new events moving in. Also, needed with the increase in the number/size of events.

**Purpose and Need Including Operating Efficiencies and Savings**

With the additional space added during Phase III construction, we will be having an increase in multiple events being held on the same days and, as such, there will be a major operational increase in preparing the facilities between events moving in and leaving. The time available to clean and prepare the facilities will decrease as we continue to grow and add more and more events. Our ability to effectively manage this will be determined by the required equipment and manpower needed to make it happen.

**History and Current Status**

The Expo facilities are increasing and the number and the size of the events are increasing accordingly. In order for us to be a premier event facility, maintain our reputation and be successful, it will require a corresponding increase in equipment and human resources. At this time, we will not be asking for any additional personnel, but the additional equipment is extremely important. This would be a state contract Buy Board purchase.

**Program Breakdown and Operating Budget Impact**

Description/Basis for Estimate	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Kobota R630R41 Loader	\$73,694				
<b>Total Capital Cost:</b>	\$73,694	\$0	\$0	\$0	\$0
Staffing Expense					
Supplies and Maintenance Expense					
<b>Operating Costs:</b>	\$0	\$0	\$0	\$0	\$0
<b>Total Program Cost:</b>	\$73,694	\$0	\$0	\$0	\$0

**This Section to Be Completed by Capital Improvement Committee Only**

Committee Notes:	Division	Account	Amount
	11002500	80286000	\$ 73,694.00

Completed by:	Tom Quarles		
Department Name:	Exposition Complex	Date:	4/5/2016

**Brazos County, Texas**  
**Capital Improvement Program FY 2017**

<b>Department:</b>	Information Technology	<b>Project Manager:</b>	Trevor Lansdown
<b>Project Title:</b>	Expo Crestron Refresh	<b>Priority Number:</b>	1.07
<b>Start Date:</b>	Nov. 2016	<b>Projected End Date:</b>	Jan. 2017
<b>Type of Project:</b>	New _____ Replacement <u>  X  </u> Expansion _____ Renovation _____ Land _____		

Previous Funding To-Date	Budget Year 1 FY 2016-17	Unappropriated Subsequent Years				Total Capital Cost
		Year 2 FY 2017-18	Year 3 FY 2018-19	Year 4 FY 2019-20	Year 5 FY 2020-21	
\$ -	\$ 63,000	\$ -	\$ -	\$ -	\$ -	\$ 63,000

**Description and Scope of Project**

This project includes the upgrade of the Crestron Audio/Visual Control System at the Brazos County Expo. Currently, the Expo is running on dated hardware that has been End-Of-Life by the manufacturer. Inputs to the system no longer match outputs of most current video sources. Along with bringing all of the hardware and programming up to the current version, it will also allow for some future expandability which wasn't included originally. This new system will also help the Expo further utilize their existing Video-Over-IP Closed Circuit Broadcasting system. NOTE THAT PHASE III OF THE EXPO EXPANSION INCLUDES A REQUEST FOR \$70,000 FOR THIS SAME PROJECT AS AN ALTERNATE.

**Purpose and Need Including Operating Efficiencies and Savings**

The existing system has been in operation for five years; however, the current version of most of this hardware came out as soon as the existing hardware was installed and configured. Over the last two years, we have seen the dilapidation of this system first hand. Many of the Expo's clients depend on the use of the A/V system for their events, and when it is not functioning, it is a large problem. The A/V specialist has made numerous trips out to the Expo to try and troubleshoot the issues, and many times, a third-party vendor has been brought in to remedy the situation. The hardware has shown signs of failing, is out of warranty, and these parts are no longer available for purchase through any reputable vendors.

**History and Current Status**

This system was installed in 2010, but was an old technology at that time. The IT Department has spent numerous man hours, many times on nights and weekends, troubleshooting the system and the County has spent several thousand dollars having the system repaired.

**Program Breakdown and Operating Budget Impact**

Description/Basis for Estimate	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Hardware Replacement	\$40,000				
Programming and Configuration	\$20,000				
Additional 5% Markup	\$3,000				
<b>Total Capital Cost:</b>	\$63,000	\$0	\$0	\$0	\$0
Staffing Expense					
Supplies and Maintenance Expense					
<b>Operating Costs:</b>	\$0	\$0	\$0	\$0	\$0
<b>Total Program Cost:</b>	\$63,000	\$0	\$0	\$0	\$0

**This Section to Be Completed by Capital Improvement Committee Only**

Committee Notes:	Division	Account	Amount
	11002500	65320000	\$ 63,000.00

Completed by:	Trevor Lansdown		
Department Name:	Information Technology	Date:	3/18/2016

**Brazos County, Texas**  
**Capital Improvement Program FY 2017**

<b>Department:</b>	Information Technology	<b>Project Manager:</b>	Billy Melzow
<b>Project Title:</b>	Expo Wireless Replacement	<b>Priority Number:</b>	2.03
<b>Start Date:</b>	Jan. 2017	<b>Projected End Date:</b>	Apr. 2017
<b>Type of Project:</b>	New _____ Replacement <input checked="" type="checkbox"/> Expansion _____ Renovation _____ Land _____		

Previous Funding To-Date	Budget Year 1 FY 2016-17	Unappropriated Subsequent Years				Total Capital Cost
		Year 2 FY 2017-18	Year 3 FY 2018-19	Year 4 FY 2019-20	Year 5 FY 2020-21	
\$ -	\$ 43,575	\$ 1,725	\$ 1,725	\$ 1,725	\$ 1,725	\$ 50,475

**Description and Scope of Project**

This project will provide a more capable, stable WiFi network for the Expo Complex. This will replace the current WiFi implementation with a system that is better suited for an events facility. The implementation of a new WiFi system would take approximately 2 months or more depending on facility availability. We would work around their schedule for implementation. The first iteration of the Expo's WiFi implementation was put in place when the facility was built in 2007. When the Expo's first expansion was built, a new WiFi system had to be installed as the original could not be adequately expanded. That system, which is still in use, has had issues when high numbers of people are connected to the same access point. The current system cannot adequately handle the number of connections at larger events. The new system will be better equipped to handle high-density crowds and will be professionally engineered to ensure that WiFi coverage is available throughout the facility. NOTE THAT PHASE III OF THE EXPO EXPANSION INCLUDES A REQUEST FOR \$41,500 FOR THIS SAME WIRELESS EXPANSION.

**Purpose and Need Including Operating Efficiencies and Savings**

A new WiFi system will help the Expo complex better serve the clients who rent the facility as well as the public who attend the events held there. If approved, the enhanced capacity and service stability provided by this project could foster a better perception of the facility with attendees. A better wireless network in the building could also help sell the facility to more different types of customers.

**History and Current Status**

This new request includes replacing aging switches (8-years old).  
 Original submission in FY16 at priority 3.0 with first funding request for FY16 - DENIED.

**Program Breakdown and Operating Budget Impact**

Description/Basis for Estimate	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Wireless Equipment	\$19,818				
Wireless Services	\$7,450				
Switch Upgrades	\$14,232				
Mark up (5%)	\$2,075				
<b>Total Capital Cost:</b>	\$43,575	\$0	\$0	\$0	\$0
Staffing Expense					
Supplies and Maintenance Expense	incl.	\$1,725	\$1,725	\$1,725	\$1,725
<b>Operating Costs:</b>	\$0	\$1,725	\$1,725	\$1,725	\$1,725
<b>Total Program Cost:</b>	\$43,575	\$1,725	\$1,725	\$1,725	\$1,725

**This Section to Be Completed by Capital Improvement Committee Only**

Committee Notes:	Division	Account	Amount
	11002500	65440000	\$ 43,575.00

Completed by:	Matt Wolfe		
Department Name:	Information Technology	Date:	3/18/2016

**Brazos County, Texas**  
**Capital Improvement Program FY 2017**

<b>Department:</b>	Exposition Complex	<b>Project Manager:</b>	Tom Quarles
<b>Project Title:</b>	Repair Expo Parking Lots	<b>Priority Number:</b>	4
<b>Start Date:</b>	10/1/2016	<b>Projected End Date:</b>	8/1/2016
<b>Type of Project:</b>	New _____ Replacement _____ Expansion _____ Renovation <u>  X  </u> Land _____		

Previous Funding To-Date	Budget Year 1 FY 2016-17	Unappropriated Subsequent Years				Total Capital Cost
		Year 2 FY 2017-18	Year 3 FY 2018-19	Year 4 FY 2019-20	Year 5 FY 2020-21	
\$ -	\$ 240,000	\$ -	\$ -	\$ -	\$ -	\$ 240,000
<b>Description and Scope of Project</b>						
Renovate all asphalt surfaces of the Exposition Complex parking lot.						
<b>Purpose and Need Including Operating Efficiencies and Savings</b>						
The vast majority of the Expo parking lots were built in 2007. after nine years it desperately needs renovation. It needs to be Fog Sealed in phases, have full depth repairs made and all fire lanes and parking places need to be restriped. The project assessment and the subsequent need has been recommended by Alan Munger and Gary Arnold, Road & Bridge Department. They have also provided the estimated costs to do the work.						
<b>History and Current Status</b>						
This project would involve extensive renovation and repairing the asphalt driving/parking surfaces and restriping/painting all spaces, fire lanes, etc. In FY18, the lots would probably need to be overlaid with a microsurface or have an asphalt overlay per Alan Munger. Cost for that project will need to be determined.						
<b>Program Breakdown and Operating Budget Impact</b>						
Description/Basis for Estimate	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	
Renovate and repair all Expo asphalt driving/parking lots/roads	\$240,000					
<b>Total Capital Cost:</b>	\$240,000	\$0	\$0	\$0	\$0	\$0
Staffing Expense						
Supplies and Maintenance Expense						
<b>Operating Costs:</b>	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Program Cost:</b>	\$240,000	\$0	\$0	\$0	\$0	\$0
<b>This Section to Be Completed by Capital Improvement Committee Only</b>						
<b>Committee Notes:</b>			<b>Division</b>	<b>Account</b>	<b>Amount</b>	
			11002500	65400000	\$ 240,000.00	

Completed by:	Tom Quarles		
Department Name:	Exposition Complex	Date:	2/12/2016

**Brazos County, Texas  
Capital Improvement Program FY 2017**

<b>Department:</b>	Exposition Complex	<b>Project Manager:</b>	Tom Quarles
<b>Project Title:</b>	Safety Work Platform Attachment to use on the Telehandler	<b>Priority Number:</b>	9
<b>Start Date:</b>	10/1/2016	<b>Projected End Date:</b>	2/1/2016
<b>Type of Project:</b>	New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Expansion <input type="checkbox"/> Renovation <input type="checkbox"/> Land <input type="checkbox"/>		

Previous Funding To-Date	Budget Year 1 FY 2016-17	Unappropriated Subsequent Years				Total Capital Cost
		Year 2 FY 2017-18	Year 3 FY 2018-19	Year 4 FY 2019-20	Year 5 FY 2020-21	
\$ -	\$ 767	\$ -	\$ -	\$ -	\$ -	\$ 767
<b>Description and Scope of Project</b>						
Safety work platform attachment to use with the Genie Telehandler.						
<b>Purpose and Need Including Operating Efficiencies and Savings</b>						
Expo staff needs a safe way to elevate personnel to heights to handle daily routine maintenance and operational responsibilities such as power washing high areas, change light bulbs, tie-up or lower electrical drops in the Pavilions, etc.						
<b>History and Current Status</b>						
This is something that we need to provide more safety when performing tasks at high levels. Three bids will be included with the memorandum when submitting all FY17 Expo CIP requests.						
<b>Program Breakdown and Operating Budget Impact</b>						
Description/Basis for Estimate	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	
Safety Work Platform Attachment for the Genie Telehandler	\$767					
<b>Total Capital Cost:</b>	\$767	\$0	\$0	\$0	\$0	
Staffing Expense						
Supplies and Maintenance Expense						
<b>Operating Costs:</b>	\$0	\$0	\$0	\$0	\$0	
<b>Total Program Cost:</b>	\$767	\$0	\$0	\$0	\$0	
<b>This Section to Be Completed by Capital Improvement Committee Only</b>						
<b>Committee Notes:</b>			<b>Division</b>	<b>Account</b>	<b>Amount</b>	
			11002500	80286000	\$ 767.00	

Completed by:	Tom Quarles		
Department Name:	Exposition Complex	Date:	2/12/2016

**BRAZOS COUNTY, TEXAS**  
**FY 2017 REQUESTED CAPITAL IMPROVEMENT PLAN**

				5-Year Fiscal Year Project Funding Projection				
Department	Project Title	Approved FY 16	Requested 2016-17	Approved FY 17	2017-18	2018-19	2019-20	2020-21
Expo Complex Improvement - 11002900								
	Expo Complex Renovations	\$ 1,611,190	\$ 1,454,020	\$ 1,454,020				
TOTAL		\$ 1,611,190	\$ 1,454,020	\$ 1,454,020	\$ -	\$ -	\$ -	\$ -

**Brazos County, Texas**  
**Capital Improvement Program FY 2017**

<b>Department:</b>	Commissioners Court	<b>Project Manager:</b>	Gary Arnold
<b>Project Title:</b>	Expo Expansion Phase III	<b>Priority Number:</b>	1
<b>Start Date:</b>	Fall 2016	<b>Projected End Date:</b>	
<b>Type of Project:</b>	New _____ Replacement _____ Expansion <u>  X  </u> Renovation _____ Land _____		

Previous Funding To-Date	Budget Year 1 FY 2016-17	Unappropriated Subsequent Years				Total Capital Cost
		Year 2 FY 2017-18	Year 3 FY 2018-19	Year 4 FY 2019-20	Year 5 FY 2020-21	
\$ 162,915	\$ 4,214,255	\$ -	\$ -	\$ -	\$ -	\$ 4,377,170

**Description and Scope of Project**

Phase III will include finishing the last half of the South Arena on the east side stall barn. Build five (5) bays of new stall barn on the south end of the west side South arena, including electrical drops and big ass fans, that will be used as a replacement covered warm up arena. Build approximately 125 additional parking spaces, southeast side of the property between the last gate entrance of Jones Road and the drainage ditch. Build approximately 35 full hook up RV spaces between the former TAMU Equestrian Barn and Jones Road. Build a block, divided storage bin for different types of performance dirt on the concrete pad. Replace existing outdoor warm up arena, and replace a simple galvalume roof cover with end panels. Upgrade sound system in the North Arena, East/West Pavilions and use the upgraded system in new facilities. Purchase horse stalls, cattle ties and cattle panels necessary to equip the facilities. Possible alternates to be included depending on costs.

**Purpose and Need Including Operating Efficiencies and Savings**

Expansion is needed as the growth of both indoor and outdoor events has continued to increase. Multiple events are concurrently hosted in the facilities. More equestrian events are being held at the facilities which require more warm up space, stalls, parking and RV hook up. The sound system needs to be improved to allow clearer delivery of sound through out the arenas.

**History and Current Status**

The original complex was completed in the fall of 2007. The first expansion occurred during 2009.

**Program Breakdown and Operating Budget Impact**

Description/Basis for Estimate	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Funding available in Fund 1100	\$1,454,020				
Funding available in Fund 4315	\$2,760,235				
<b>Total Capital Cost:</b>	\$4,214,255	\$0	\$0	\$0	\$0
Staffing Expense					
Supplies and Maintenance Expense					
<b>Operating Costs:</b>	\$0	\$0	\$0	\$0	\$0
<b>Total Program Cost:</b>	\$4,214,255	\$0	\$0	\$0	\$0

**This Section to Be Completed by Capital Improvement Committee Only**

Committee Notes:	Division	Account	Amount
	11002900	80101000	\$ 1,454,020.00
	63431500	80160000	\$ 2,760,235.00

Completed by:	Irene Jett		
Department Name:	Budget Office	Date:	8/17/2016



**Fund 1900 –  
County Records  
Management**



**BRAZOS COUNTY, TEXAS**  
**FY 2017 REQUESTED CAPITAL IMPROVEMENT PLAN**

				5-Year Fiscal Year Project Funding Projection				
Department	Project Title	Approved FY 16	Requested 2016-17	Approved FY 17	2017-18	2018-19	2019-20	2020-21
Records Management - 50000100								
	Scanners - 13	\$ 20,000						
	Scanners - 5 and Licenses - 20		\$ 19,940	\$ 20,000	\$ 10,229			
TOTAL		\$ 20,000	\$ 19,940	\$ 20,000	\$ 10,229	\$ -	\$ -	\$ -

**Brazos County, Texas**  
**Capital Improvement Program FY 2017**

<b>Department:</b>	Records Management	<b>Project Manager:</b>	Lynn Allen
<b>Project Title:</b>	Scan Operations - 5 per year	<b>Priority Number:</b>	1
<b>Start Date:</b>	All Year Project	<b>Projected End Date:</b>	
<b>Type of Project:</b>	New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Expansion <input type="checkbox"/> Renovation <input type="checkbox"/> Land <input type="checkbox"/>		

Previous Funding To-Date	Budget Year 1 FY 2016-17	Unappropriated Subsequent Years				Total Capital Cost
		Year 2 FY 2017-18	Year 3 FY 2018-19	Year 4 FY 2019-20	Year 5 FY 2020-21	
\$ -	\$ 20,000	\$ 10,229	\$ -	\$ -	\$ -	\$ 30,229

**Description and Scope of Project**

Project goal is to have all Brazos County records digitized via Laserfiche. Historical data and future records will be available to meet legal retention requirements as well as being able to share data between pertinent departments. This is an ongoing project as each day, month, year, etc. will continue to generate information, documents, forms, etc. that will require digitization.

**Purpose and Need Including Operating Efficiencies and Savings**

Digitize Brazos County records to preserve the integrity of the document and reduce the potential loss of information through age of paper medium, microfiche and microfilm deterioration or loss through environmental hazards or vermin infestation. Cost reduction is reflected in reduced site storage, storage mediums (file cabinets, folders, boxes, paper, etc.), as well as reduced time invested in the processing; filing, refiling, EOY rotation, misfiles, etc.

**History and Current Status**

Historical status of Brazos County records have been traditional paper filing accompanied by the associated potential hazards of fragile medium storage. In addition, sharing of information and data required by individual departments have been limited. Current status is a large percentage of the departments have been introduced, trained, and utilizing Laserfiche as their main records preservation. Additional temporary scan operators have been hired to assist with the backlog of historical items.

**Program Breakdown and Operating Budget Impact**

Description/Basis for Estimate	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Estimated 5 scanners	\$5,000	\$5,000			
20 Licenses @ \$747	\$15,000	\$5,229			
<b>Total Capital Cost:</b>	\$20,000	\$10,229	\$0	\$0	\$0
Staffing Expense					
Supplies and Maintenance Expense					
<b>Operating Costs:</b>	\$0	\$0	\$0	\$0	\$0
<b>Total Program Cost:</b>	\$20,000	\$10,229	\$0	\$0	\$0

**This Section to Be Completed by Capital Improvement Committee Only**

Committee Notes:	Division	Account	Amount
	50000100	67203000	\$ 20,000.00

Completed by:	Lynn Allen		
Department Name:	Records Management	Date:	2/16/2016

**Fund 2001 –  
County Clerk  
Archival Fund**



**BRAZOS COUNTY, TEXAS**  
**FY 2017 REQUESTED CAPITAL IMPROVEMENT PLAN**

				5-Year Fiscal Year Project Funding Projection				
Department	Project Title	Approved FY 16	Requested 2016-17	Approved FY 17	2017-18	2018-19	2019-20	2020-21
County Clerk Archival Fund - 21006000								
	New Storage Building (Fund 2000 and Fund 2001)		\$ 460,500	\$ 460,500				
TOTAL		\$ -	\$ 460,500	\$ 460,500	\$ -	\$ -	\$ -	\$ -

**Brazos County, Texas**  
**Capital Improvement Program FY 2017**

<b>Department:</b>	County Clerk	<b>Project Manager:</b>	Gary Arnold
<b>Project Title:</b>	Records Storage @ Arena Hall property	<b>Priority Number:</b>	1
<b>Start Date:</b>	2016	<b>Projected End Date:</b>	
<b>Type of Project:</b>	New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Expansion <input type="checkbox"/> Renovation <input type="checkbox"/> Land <input type="checkbox"/>		

Previous Funding To-Date	Budget Year 1 FY 2016-17	Unappropriated Subsequent Years				Total Capital Cost
		Year 2 FY 2017-18	Year 3 FY 2018-19	Year 4 FY 2019-20	Year 5 FY 2020-21	
\$ -	\$ 460,500	\$ -	\$ -	\$ -	\$ -	\$ 460,500

**Description and Scope of Project**

County Clerk records storage facility. Metal, climate control storage building to house permanent records for the County Clerk's Office. Would require one bathroom, no kitchen area. Building would be located next to the Brazos County Arena Hall on Tabor Road. Records are currently kept in the old JP 3 Building located on Anderson Street in College Station. The old JP3 Building is shared with the current JP, the DAs office and the EMD. The Tax Assessor/Collector also has old records currently stored in the MHMR building that will be moved the new facility.

**Purpose and Need Including Operating Efficiencies and Savings**

The current County Clerk records as stated are currently stored in the old JP3 Building. It was previous used to scan and destroy old records, however, the College Station Fire Marshall will no longer allow for work to be done at the facility due to lack of windows. The old JP3 building needs to be torn down. The new proposed building will be closer to the County Clerk's Office for easier transport of records to and from the office. The records will be secure and no other department will have access to the building.

**History and Current Status**

This is a new project that will be funded by the County Clerks Records Management fund and the County Clerks Archival fund. These funds are special funds collected by the County Clerk for the purpose of managing and archiving County Clerk records.

**Program Breakdown and Operating Budget Impact**

Description/Basis for Estimate	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
New Storage Building	\$460,500				
<b>Total Capital Cost:</b>	\$460,500	\$0	\$0	\$0	\$0
Staffing Expense					
Supplies and Maintenance Expense					
<b>Operating Costs:</b>	\$0	\$0	\$0	\$0	\$0
<b>Total Program Cost:</b>	\$460,500	\$0	\$0	\$0	\$0

**This Section to Be Completed by Capital Improvement Committee Only**

Committee Notes:	Division	Account	Amount
	21006000	80100000	\$ 460,500.00

Completed by: Karen McQueen

Department Name: County Clerk

Date: 3/16/2016



**Fund 4315 –  
Courthouse  
Renovations and Other**



**BRAZOS COUNTY, TEXAS**  
**FY 2017 REQUESTED CAPITAL IMPROVEMENT PLAN**

				5-Year Fiscal Year Project Funding Projection				
Department	Project Title	Approved FY 16	Requested 2016-17	Approved FY 17	2017-18	2018-19	2019-20	2020-21
Building Renovations - Fund 4315								
	Courthouse Remodeling (63000720)	\$ 6,000,000	\$ 3,667,765	\$ 3,667,765				
	Expo Expansion (63431500)	\$ 3,000,000	\$ 2,760,235	\$ 2,760,235				
TOTAL		\$ 9,000,000	\$ 6,428,000	\$ 6,428,000	\$ -	\$ -	\$ -	\$ -

**Brazos County, Texas**  
**Capital Improvement Program FY 2017**

<b>Department:</b>	Commissioners Court	<b>Project Manager:</b>	Gary Arnold
<b>Project Title:</b>	Courthouse Renovation Phase V	<b>Priority Number:</b>	1
<b>Start Date:</b>	2015	<b>Projected End Date:</b>	
<b>Type of Project:</b>	New <input type="checkbox"/> Replacement <input type="checkbox"/> Expansion <input type="checkbox"/> Renovation <input checked="" type="checkbox"/> Land <input type="checkbox"/>		

Previous Funding To-Date	Budget Year 1 FY 2016-17	Unappropriated Subsequent Years				Total Capital Cost
		Year 2 FY 2017-18	Year 3 FY 2018-19	Year 4 FY 2019-20	Year 5 FY 2020-21	
\$ 2,969,380	\$ 6,428,000	\$ -	\$ -	\$ -	\$ -	\$ 9,397,380

**Description and Scope of Project**

Complete renovations to interior and exterior spaces not remodeled in the first four phases. Included in the renovation are upgrades to exterior lighting, replacement of vestibule doors and hardware. Complete fire sprinkler system, fire alarm system, HVAC upgrades and controls. Removal and replacement of all ceilings and abandoned plumbing. Replace old carpet in remaining spaces, repaint and reinsh walls, and wood trim. Replace benches in some courtrooms and jury boxes and witness stands. Replace some A/V system in some older courtrooms. Some old ceilings will be replaced using acoustical ceilings. In concourse area, strip and clean quarry tile floors, add new chair rail and base, repaint existing walls. Renovate existing men and women's public toilets. Replace existing roof system at 1954, four story building. Install new light fixtures on emergency power.

**Purpose and Need Including Operating Efficiencies and Savings**

The remaining spaces left to renovate are all part of the courthouse remodeling project designed to modernize the infrastructure and assist with reducing energy costs while modernizing old antiquated systems within the courthouse and on the exterior of the building as well.

**History and Current Status**

The renovation project started in FY 2009. This is Phase V of the remodeling project which is expected to be completed by 2017. The Clerks and County Attorney, District Attorney, District Judges, Justice of the Peace Pct #4 and Constable Pct #4, Associate Judges, Courthouse Security and Collections departments spaces have all been remodeled and the spaces are now occupied by the departments. The remainder of the project is to remodel some of the vacated offices and infrastructure both on the interior and exterior of the building.

**Program Breakdown and Operating Budget Impact**

Description/Basis for Estimate	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Funding available in Fund 4500	\$3,667,765				
Funding available in Fund 4315	\$2,760,235				
<b>Total Capital Cost:</b>	\$6,428,000	\$0	\$0	\$0	\$0
Staffing Expense					
Supplies and Maintenance Expense					
<b>Operating Costs:</b>	\$0	\$0	\$0	\$0	\$0
<b>Total Program Cost:</b>	\$6,428,000	\$0	\$0	\$0	\$0

**This Section to Be Completed by Capital Improvement Committee Only**

Committee Notes:	Division	Account	Amount
	63000720	80101003	\$ 3,667,765.00
	63431500	80160000	\$ 2,760,235.00

Completed by:	Irene Jett		
Department Name:	Budget Office	Date:	8/17/2016

**Brazos County, Texas**  
**Capital Improvement Program FY 2017**

<b>Department:</b>	Commissioners Court	<b>Project Manager:</b>	Gary Arnold
<b>Project Title:</b>	Expo Expansion Phase III	<b>Priority Number:</b>	1
<b>Start Date:</b>	Fall 2016	<b>Projected End Date:</b>	
<b>Type of Project:</b>	New _____ Replacement _____ Expansion <u>  X  </u> Renovation _____ Land _____		

Previous Funding To-Date	Budget Year 1 FY 2016-17	Unappropriated Subsequent Years				Total Capital Cost
		Year 2 FY 2017-18	Year 3 FY 2018-19	Year 4 FY 2019-20	Year 5 FY 2020-21	
\$ 162,915	\$ 4,214,255	\$ -	\$ -	\$ -	\$ -	\$ 4,377,170

**Description and Scope of Project**

Phase III will include finishing the last half of the South Arena on the east side stall barn. Build five (5) bays of new stall barn on the south end of the west side South arena, including electrical drops and big ass fans, that will be used as a replacement covered warm up arena. Build approximately 125 additional parking spaces, southeast side of the property between the last gate entrance of Jones Road and the drainage ditch. Build approximately 35 full hook up RV spaces between the former TAMU Equestrian Barn and Jones Road. Build a block, divided storage bin for different types of performance dirt on the concrete pad. Replace existing outdoor warm up arena, and replace a simple galvalume roof cover with end panels. Upgrade sound system in the North Arena, East/West Pavilions and use the upgraded system in new facilities. Purchase horse stalls, cattle ties and cattle panels necessary to equip the facilities. Possible alternates to be included depending on costs.

**Purpose and Need Including Operating Efficiencies and Savings**

Expansion is needed as the growth of both indoor and outdoor events has continued to increase. Multiple events are concurrently hosted in the facilities. More equestrian events are being held at the facilities which require more warm up space, stalls, parking and RV hook up. The sound system needs to be improved to allow clearer delivery of sound through out the arenas.

**History and Current Status**

The original complex was completed in the fall of 2007. The first expansion occurred during 2009.

**Program Breakdown and Operating Budget Impact**

Description/Basis for Estimate	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Funding available in Fund 1100	\$1,454,020				
Funding available in Fund 4315	\$2,760,235				
<b>Total Capital Cost:</b>	\$4,214,255	\$0	\$0	\$0	\$0
Staffing Expense					
Supplies and Maintenance Expense					
<b>Operating Costs:</b>	\$0	\$0	\$0	\$0	\$0
<b>Total Program Cost:</b>	\$4,214,255	\$0	\$0	\$0	\$0

**This Section to Be Completed by Capital Improvement Committee Only**

Committee Notes:	Division	Account	Amount
	11002900	80101000	\$ 1,454,020.00
	63431500	80160000	\$ 2,760,235.00

Completed by:	Irene Jett		
Department Name:	Budget Office	Date:	8/17/2016



**Fund 4500 –  
General Permanent  
Improvement Fund**





**BRAZOS COUNTY, TEXAS**  
**FY 2017 REQUESTED CAPITAL IMPROVEMENT PLAN**

				5-Year Fiscal Year Project Funding Projection				
Department	Project Title	Approved FY 16	Requested 2016-17	Approved FY 17	2017-18	2018-19	2019-20	2020-21
<b>Boonville Cemetary - 11001000</b>								
	Booneville Cemetary Bathroom		\$ 45,000	\$ 45,000				
	Booneville Cemetary Parking Lot		\$ 37,000	\$ 37,000				
<b>TOTAL</b>		\$ -	\$ 82,000	\$ 82,000	\$ -	\$ -	\$ -	\$ -

**Brazos County, Texas  
Capital Improvement Program FY 2017**

<b>Department:</b>	Commissioners Court	<b>Project Manager:</b>	Gary Arnold
<b>Project Title:</b>	Booneville Cemetery Bathroom	<b>Priority Number:</b>	1
<b>Start Date:</b>	2017	<b>Projected End Date:</b>	2017
<b>Type of Project:</b>	New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Expansion <input type="checkbox"/> Renovation <input type="checkbox"/> Land <input type="checkbox"/>		

Previous Funding To-Date	Budget Year 1 FY 2016-17	Unappropriated Subsequent Years				Total Capital Cost
		Year 2 FY 2017-18	Year 3 FY 2018-19	Year 4 FY 2019-20	Year 5 FY 2020-21	
\$ -	\$ 45,000	\$ -	\$ -	\$ -	\$ -	\$ 45,000
<b>Description and Scope of Project</b>						
Build new ADA men and women restroom.						
<b>Purpose and Need Including Operating Efficiencies and Savings</b>						
No bathroom onsite.						
<b>History and Current Status</b>						
<b>Program Breakdown and Operating Budget Impact</b>						
<b>Description/Basis for Estimate</b>	<b>FY 2017</b>	<b>FY 2018</b>	<b>FY 2019</b>	<b>FY 2020</b>	<b>FY 2021</b>	
Bathroom Construction	\$45,000					
<b>Total Capital Cost:</b>	\$45,000	\$0	\$0	\$0	\$0	
Staffing Expense						
Supplies and Maintenance Expense						
<b>Operating Costs:</b>	\$0	\$0	\$0	\$0	\$0	
<b>Total Program Cost:</b>	\$45,000	\$0	\$0	\$0	\$0	
<b>This Section to Be Completed by Capital Improvement Committee Only</b>						
<b>Committee Notes:</b>			<b>Division</b>	<b>Account</b>	<b>Amount</b>	
			63000500	80100000	\$ 45,000.00	

Completed by:	Gary Arnold		
Department Name:	Commissioners Court	Date:	3/17/2016

**Brazos County, Texas  
Capital Improvement Program FY 2017**

<b>Department:</b>	Commissioners Court	<b>Project Manager:</b>	Gary Arnold
<b>Project Title:</b>	Booneville Cemetery Parking Lot	<b>Priority Number:</b>	1
<b>Start Date:</b>	2017	<b>Projected End Date:</b>	2017
<b>Type of Project:</b>	New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Expansion <input type="checkbox"/> Renovation <input type="checkbox"/> Land <input type="checkbox"/>		

Previous Funding To-Date	Budget Year 1 FY 2016-17	Unappropriated Subsequent Years				Total Capital Cost
		Year 2 FY 2017-18	Year 3 FY 2018-19	Year 4 FY 2019-20	Year 5 FY 2020-21	
\$ -	\$ 37,000	\$ -	\$ -	\$ -	\$ -	\$ 37,000
<b>Description and Scope of Project</b>						
Build new parking lot for visitors.						
<b>Purpose and Need Including Operating Efficiencies and Savings</b>						
No parking available.						
<b>History and Current Status</b>						
<b>Program Breakdown and Operating Budget Impact</b>						
Description/Basis for Estimate	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	
Parking lot	\$37,000					
<b>Total Capital Cost:</b>	\$37,000	\$0	\$0	\$0	\$0	
Staffing Expense						
Supplies and Maintenance Expense						
<b>Operating Costs:</b>	\$0	\$0	\$0	\$0	\$0	
<b>Total Program Cost:</b>	\$37,000	\$0	\$0	\$0	\$0	
<b>This Section to Be Completed by Capital Improvement Committee Only</b>						
<b>Committee Notes:</b>			<b>Division</b>	<b>Account</b>	<b>Amount</b>	
			63000500	80610000	\$ 37,000.00	

Completed by:	Gary Arnold		
Department Name:	Commissioners Court	Date:	3/17/2016

**BRAZOS COUNTY, TEXAS**  
**FY 2017 REQUESTED CAPITAL IMPROVEMENT PLAN**

				5-Year Fiscal Year Project Funding Projection				
Department	Project Title	Approved FY 16	Requested 2016-17	Approved FY 17	2017-18	2018-19	2019-20	2020-21
<b>Tax Office - 13000100</b>								
	Check Capture/Deposit Software & License	\$ 3,690						
	Computer Equipment		\$ 6,160					
	Entrance Expansion		\$ 74,000	\$ 74,000				
	Entrance/Exit Awnings		\$ 10,000					
<b>TOTAL</b>		\$ 3,690	\$ 90,160	\$ 74,000	\$ -	\$ -	\$ -	\$ -

**Brazos County, Texas**  
**Capital Improvement Program FY 2017**

Department: TAX OFFICE Project Manager: \_\_\_\_\_  
 Project Title: Tax Office Entrance Expansion Priority Number: 2  
 Start Date: \_\_\_\_\_ Projected End Date: \_\_\_\_\_  
 Type of Project: New ☒ X Replacement \_\_\_\_\_ Expansion ☒ X Renovation \_\_\_\_\_ Land \_\_\_\_\_

Previous Funding To-Date	Budget Year 1 FY 2016-17	Unappropriated Subsequent Years				Total Capital Cost
		Year 2 FY 2017-18	Year 3 FY 2018-19	Year 4 FY 2019-20	Year 5 FY 2020-21	
\$ -	\$ 74,000	\$ -	\$ -	\$ -	\$ -	\$ 74,000

**Description and Scope of Project**

The proposal is to add another entrance/exit to the Brazos County Tax Office parking lot. The project includes demolition, relocation of utilities, addition of concrete drive, stripping and signage, permits and fees and engineering. Estimate includes markup and insurance.

**Purpose and Need Including Operating Efficiencies and Savings**

Since the tax office has opened at the new location on May 8, 2015, the office has documented 112,740 customer tickets issued through the lobby only. There is no definite process to identify cars through the drive through window system. If considering only the lobby customers, and averaging the number of vehicles (assuming one vehicle per ticket) the average vehicle count entering the parking lot is 512 daily. This translates to 1024 vehicles passing through the same opening used as an entrance and exit. There is no clear direction of traffic and there is serious backup with vehicles attempting to enter and exit from both right and left of the entryway. This is a serious safety issue. The least number of customer tickets pulled for a day is 396, and the most tickets pulled in a day is documented at 1161.

**History and Current Status**

**Program Breakdown and Operating Budget Impact**

Description/Basis for Estimate	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Entrance Expansion	\$74,000				
<b>Total Capital Cost:</b>	\$74,000	\$0	\$0	\$0	\$0
Staffing Expense					
Supplies and Maintenance Expense					
<b>Operating Costs:</b>	\$0	\$0	\$0	\$0	\$0
<b>Total Program Cost:</b>	\$74,000	\$0	\$0	\$0	\$0

**This Section to Be Completed by Capital Improvement Committee Only**

Committee Notes:	Division	Account	Amount
	63000500	80610000	\$ 74,000.00

Completed by: Kristeen Roe  
 Department Name: Brazos County Tax Assessor/Collector Date: 3/16/2016

**BRAZOS COUNTY, TEXAS**  
**FY 2017 REQUESTED CAPITAL IMPROVEMENT PLAN**

				5-Year Fiscal Year Project Funding Projection				
Department	Project Title	Approved FY 16	Requested 2016-17	Approved FY 17	2017-18	2018-19	2019-20	2020-21
Information Technology - 14000100								
	Justice Software Project	\$ 2,784,791	\$ 834,348	\$ 834,348				
	Printers	\$ 32,500	\$ 7,000					
	Wireless Expansion - Different County Locations	\$ 4,200						
	Wider Bandwidth to Brazos Center	\$ 6,000						
	Portable PA System -Admin Building	\$ 3,203						
	Network Switch Replacements	\$ 9,450	\$ 11,273		\$ 11,184	\$ 10,296	\$ 11,273	\$ 10,296
	GHC Timeclock Upgrade	\$ 12,720						
	Direct-to-Disk Backup Storage Expansion	\$ 26,277						
	Tape/Offsite Backup System Revamp	\$ 53,673						
	Case Media Storage and Backup	\$ 113,183						
	Tax Office Redundant Connection	\$ 8,925						
	Patch Management Automation	\$ 8,166						
	Rufus Migration	\$ 5,000						
	eZuce Upgrade		\$ 3,675					
	VoIP Phone System Replacement		\$ 207,064	\$ -	\$ 154,344	\$ 154,344	\$ 154,344	\$ 154,344
	Data Center UPS Repalcement - Maxwell Center		\$ 22,800	\$ 22,800				
	Relocate Mitsubishi UPS - Maxwell Center		\$ 10,300					
	Arbitrator Upgrade (Option 1)		\$ 320,165		\$ 11,185	\$ 11,185	\$ 11,185	\$ 11,185
	Arbitrator Upgrade Finances (Option 2)		\$ 96,415		\$ 94,500	\$ 94,500	\$ 94,500	\$ 11,185
	ApexSQL Logging Software		\$ 6,300					
	IT Service Bay		\$ 21,000					
	Expo Crestron Refresh		\$ 63,000					
	Production Server Refresh (Pct. #1, Pct. #3, Expo)		\$ 13,388		\$ 10,500			\$ 40,950

**BRAZOS COUNTY, TEXAS**  
**FY 2017 REQUESTED CAPITAL IMPROVEMENT PLAN**

				5-Year Fiscal Year Project Funding Projection				
Department	Project Title	Approved FY 16	Requested 2016-17	Approved FY 17	2017-18	2018-19	2019-20	2020-21
Information Technology - 14000100								
	Electronic Docket Display System		\$ 35,623		\$ 2,000	\$ 2,000	\$ 2,000	
	Laserfiche Quick Fields Upgrade		\$ 7,722					
	Laserfiche Professional Services		\$ 49,000					
	Historic Network Traffic Monitor Software		\$ 4,519		\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000
	Office365		\$ 5,182					
	Internet Bandwidth Increase		\$ 18,929		\$ 4,800	\$ 4,800	\$ 4,800	\$ 4,800
	Expo Wireless Replacement		\$ 43,575		\$ 1,725	\$ 1,725	\$ 1,725	\$ 1,725
	Emergency Notification System		\$ 42,000					
	Courthouse Fiber Reroute (Courthouse to the SO and the IT Building)		\$ 26,625					
	Conference Room Chairs (4 Roll Chairs and 6 Stationary Chairs)		\$ 1,945					
	Remote Data Center		\$ 105,721			\$ 150,000	\$ 150,000	
	Cable Cerification Tester				\$ 35,087			
	Polycom Handset Replacement					\$ 125,000	\$ 125,000	
	SAN Refresh					\$ 89,905	\$ 45,000	
	Software Asset Management Software				\$ 57,750			
TOTAL		\$ 3,068,088	\$ 1,957,569	\$ 857,148	\$ 384,075	\$ 644,755	\$ 600,827	\$ 235,485

**Brazos County, Texas**  
**Capital Improvement Program FY 2017**

**Department:** Information Technology **Project Manager:** Mary Blankenship  
**Project Title:** Justice Software Replacement **Priority Number:** 1  
**Start Date:** 2015 **Projected End Date:** Fall 2016  
**Type of Project:** New \_\_\_\_\_ Replacement ☒ Expansion \_\_\_\_\_ Renovation \_\_\_\_\_ Land \_\_\_\_\_

Previous Funding To-Date	Budget Year 1 FY 2016-17	Unappropriated Subsequent Years				Total Capital Cost
		Year 2 FY 2017-18	Year 3 FY 2018-19	Year 4 FY 2019-20	Year 5 FY 2020-21	
	\$ 834,348	\$ -	\$ -	\$ -	\$ -	\$ 834,348
<b>Description and Scope of Project</b>						
Brazos County requires a CIJIMS that supports the entire lifecycle of adult justice information and automates the collection, maintenance and sharing of this data.						
<b>Purpose and Need Including Operating Efficiencies and Savings</b>						
The purpose of this project is to replace our current justice software. Vendor provided support for our current solution will be discontinued on December 31, 2015. We expect this project to be complete by that date or shortly afterward.						
<b>History and Current Status</b>						
Brazos County selected AMCAD as the preferred solution in July of 2011 and signed the formal contract in November 2011. The Project officially kicked-off in February of 2012. On June 23, 2014 we received notice that AMCAD had closed their Justice Solutions Division.						
<b>Program Breakdown and Operating Budget Impact</b>						
Description/Basis for Estimate	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	
Justice Software	\$834,348					
<b>Total Capital Cost:</b>	\$834,348	\$0	\$0	\$0	\$0	
Staffing Expense						
Supplies and Maintenance Expense						
<b>Operating Costs:</b>	\$0	\$0	\$0	\$0	\$0	
<b>Total Program Cost:</b>	\$834,348	\$0	\$0	\$0	\$0	
<b>This Section to Be Completed by Capital Improvement Committee Only</b>						
<b>Committee Notes:</b>			<b>Division</b>	<b>Account</b>	<b>Amount</b>	
			63000500	80213500	\$ 834,348.00	

**Completed by:** Billy Melzow/Eric Caldwell  
**Department Name:** Information Technology **Date:** 3/18/2016



**Brazos County, Texas**  
**Capital Improvement Program FY 2017**

<b>Department:</b>	Information Technology	<b>Project Manager:</b>	Billy Melzow
<b>Project Title:</b>	Data Center UPS Replacement	<b>Priority Number:</b>	1.03
<b>Start Date:</b>	Dec. 2016	<b>Projected End Date:</b>	Jan. 2017
<b>Type of Project:</b>	New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Expansion <input type="checkbox"/> Renovation <input type="checkbox"/> Land <input type="checkbox"/>		

Previous Funding To-Date	Budget Year 1 FY 2016-17	Unappropriated Subsequent Years				Total Capital Cost
		Year 2 FY 2017-18	Year 3 FY 2018-19	Year 4 FY 2019-20	Year 5 FY 2020-21	
\$ -	\$ 22,800	\$ -	\$ -	\$ -	\$ -	\$ 22,800
<b>Description and Scope of Project</b>						
<p>The Maxwell Center Data Center has two Uninterruptable Power Sources (UPS). These UPS devices protect the servers, switches, and other network devices in the Data Center in the event of a commercial power failure. The Mitsubishi UPS is rated at a maximum load of 15KVA. The Eaton UPS is rated at a maximum load of 30 KVA. This project is to replace the Mitsubishi UPS with a higher-capacity Eaton UPS. We hope to be able to repurpose the Mitsubishi in the remote data center, if funded, and if adequate power exists at the site. Monies for relocating the Mitsubishi are being requested in a separate CIP request.</p>						
<b>Purpose and Need Including Operating Efficiencies and Savings</b>						
<p>The electrical load of all devices in the Data Center is shared between the two UPS. If the commercial power fails and the Eaton UPS fails, the power load on the Mitsubishi UPS will exceed its rated load capacity. By replacing the Mitsubishi UPS with a large capacity UPS, the servers will be protected not only in the event of a power outage but also in the event that the other UPS fails. At the time that the Maxwell Center Data Center was built, the currently installed UPS equipment met our load capacity demands. Due to the growing IT needs of the County, the UPS load capacity needs to increase to meet increasing demands.</p>						
<b>History and Current Status</b>						
Original submission - FY17						
<b>Program Breakdown and Operating Budget Impact</b>						
Description/Basis for Estimate	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	
Eaton Power 9355 - 30KVA UPS	\$19,000					
Installation Costs (20% of unit cost)	\$3,800					
as recommended by Facilities Svcs						
<b>Total Capital Cost:</b>	\$22,800	\$0	\$0	\$0	\$0	
Staffing Expense						
Supplies and Maintenance Expense						
<b>Operating Costs:</b>	\$0	\$0	\$0	\$0	\$0	
<b>Total Program Cost:</b>	\$22,800	\$0	\$0	\$0	\$0	
<b>This Section to Be Completed by Capital Improvement Committee Only</b>						
<b>Committee Notes:</b>			<b>Division</b>	<b>Account</b>	<b>Amount</b>	
			63000500	80203000	\$ 22,800.00	

Completed by:	Richard Horn		
Department Name:	Information Technology	Date:	3/18/2016

**BRAZOS COUNTY, TEXAS**  
**FY 2017 REQUESTED CAPITAL IMPROVEMENT PLAN**

				5-Year Fiscal Year Project Funding Projection				
Department	Project Title	Approved FY 16	Requested 2016-17	Approved FY 17	2017-18	2018-19	2019-20	2020-21
County Auditor - 16000100								
	Upgrade Financial Software		\$ 84,832	\$ 84,832				
	Financial Software				\$ 500,000	\$ 1,500,000	\$ 500,000	
TOTAL		\$ -	\$ 84,832	\$ 84,832	\$ 500,000	\$ 1,500,000	\$ 500,000	\$ -

**Brazos County, Texas**  
**Capital Improvement Program FY 2017**

**Department:** County Auditor **Project Manager:** Katie Butler  
**Project Title:** Upgrade Financial Software **Priority Number:** 1  
**Start Date:** 10/1/2016 **Projected End Date:** 9/30/2017  
**Type of Project:** New ☒ Replacement ☐ Expansion ☐ Renovation ☐ Land ☐

Previous Funding To-Date	Budget Year 1 FY 2016-17	Unappropriated Subsequent Years				Total Capital Cost
		Year 2 FY 2017-18	Year 3 FY 2018-19	Year 4 FY 2019-20	Year 5 FY 2020-21	
\$ -	\$ 84,832	\$ -	\$ -	\$ -	\$ -	\$ 84,832
<b>Description and Scope of Project</b>						
Upgrade the current financial software to allow for an upgrade to the servers the software resides on. The current software is 4.3/8.0 version and the reporting software is the 8.0 version. The upgrade will move us to the 5.1/9.1 version and reporting software to version 10. Upgrade the operating system from the 2008 version to the 2012 version and updating the database software from 2008 to 2014 version. Upgrading to the latest version of both software and hardware at this time should reduce conversion issues and possibly costs with a new financial software in the next 2-3 years. This project also includes the addition of a search feature in the Community Plus module for revenue codes and the addition of 2 days of training in the event there are unforeseen expenses.						
<b>Purpose and Need Including Operating Efficiencies and Savings</b>						
Maintaining a current version of major County applications such as the financial software is important so that we can maintain support for both our hardware and software. The hardware that is currently in use is 4.5 years old which is beyond most technology manufacturers' recommended replacement schedules. Servers that are older than 4 years have poorer performance while consuming more energy than newer equipment per Intel's Server Refresh Planning Guide. Additionally, the current Operating System and Database Software are from 2008 and are not expected to be supported much longer.						
<b>History and Current Status</b>						
We originally started with Pentamation's software in 1995, upgraded to eFinance Plus in 2005 (same company). We have not received any notification that Sungard will cease supporting our current version of eFinance Plus, however Sungard was recently purchased by FIS and I expect some changes in the support in the future.						
<b>Program Breakdown and Operating Budget Impact</b>						
Description/Basis for Estimate	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	
eFinance Plus software upgrade	\$30,670					
Hardware	\$11,460					
Operating System/SQL Licensing	\$42,702					
<b>Total Capital Cost:</b>	\$84,832	\$0	\$0	\$0	\$0	
Staffing Expense						
Supplies and Maintenance Expense		\$480	\$480	\$480		
<b>Operating Costs:</b>	\$0	\$480	\$480	\$480	\$0	
<b>Total Program Cost:</b>	\$84,832	\$480	\$480	\$480	\$0	
<b>This Section to Be Completed by Capital Improvement Committee Only</b>						
<b>Committee Notes:</b>			<b>Division</b>	<b>Account</b>	<b>Amount</b>	
			63000500	80211000	\$ 84,832.00	

**Completed by:** Katie Butler  
**Department Name:** County Auditor **Date:** 3/18/2016

**BRAZOS COUNTY, TEXAS**  
**FY 2017 REQUESTED CAPITAL IMPROVEMENT PLAN**

				5-Year Fiscal Year Project Funding Projection				
Department	Project Title	Approved FY 16	Requested 2016-17	Approved FY 17	2017-18	2018-19	2019-20	2020-21
Purchasing - 16500100								
	Copier - Auditors	\$ 5,506						
	Copier - County Attorney	\$ 7,210						
	Copier - Constable Pct. #2	\$ 5,378						
	Copier - Fleet Mainteance	\$ 5,378						
	Copier - JP Pct. #3	\$ 5,378						
	Copier - Jail Admin	\$ 7,210						
	Copier - Jail Records	\$ 6,930						
	Copier - Jail Booking	\$ 6,930						
	Copier - Brazos Center	\$ 6,930						
	Copier - Collections	\$ 6,930						
	Copier - 85th District Court	\$ 8,160						
	Copier Hard Drive Removal	\$ 3,850	\$ 3,500					
	Phones	\$ 800						
	Pallet Jack	\$ 400						
	Copier - Sheriff's Office (Upstairs)		\$ 7,013	\$ 7,013				
	Copier - Sheriff's Office (Downstairs)		\$ 7,013	\$ 7,013				
	Copier - JP Pct. #1		\$ 5,378	\$ 5,378				
	Copier - JP Pct. #2		\$ 5,378	\$ 5,378				
	Copier - County Attorney		\$ 6,386	\$ 6,386				
	Copier - Records Management		\$ 5,132	\$ 5,132				
Copier - Tax Office		\$ 5,378	\$ 5,378					
TOTAL		\$ 76,990	\$ 45,178	\$ 41,678	\$ -	\$ -	\$ -	\$ -

**Brazos County, Texas**  
**Capital Improvement Program FY 2017**

<b>Department:</b>	Purchasing	<b>Project Manager:</b>	Leslie Contreras
<b>Project Title:</b>	Copier Project	<b>Priority Number:</b>	
<b>Start Date:</b>	2014	<b>Projected End Date:</b>	2019
<b>Type of Project:</b>	New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Expansion <input type="checkbox"/> Renovation <input type="checkbox"/> Land <input type="checkbox"/>		

Previous Funding To-Date	Budget Year 1 FY 2016-17	Unappropriated Subsequent Years				Total Capital Cost
		Year 2 FY 2017-18	Year 3 FY 2018-19	Year 4 FY 2019-20	Year 5 FY 2020-21	
\$ -	\$ 41,678	\$ -	\$ -	\$ -	\$ -	\$ 41,678
<b>Description and Scope of Project</b>						
In FY 14 and 15 the Purchasing Department was approved to start purchasing copers rather than leasing them because of a substantial cost savings over a 5 year period. The Purchasing Department will go out for quotes, using vendors that utilize state and cooperative contracts in order to get pricing for the purchase and maintenance of (7) seven new copiers for (6) six different County Departments. The pricing provided in this CIP request is a rough estimate.						
<b>Purpose and Need Including Operating Efficiencies and Savings</b>						
In purchasing copiers rather than leasing, the county could potentially save up to \$300,000.00 in the 5-6 years process it will take to replace all leased copier with owned copiers.						
<b>History and Current Status</b>						
By switching from leased to owned copiers the savings was approx. \$150,000 on 19 copiers in year 1 and approx. \$27,000.00 (after purchasing addition copier) saving in year 2.						
<b>Program Breakdown and Operating Budget Impact</b>						
<b>Description/Basis for Estimate</b>	<b>FY 2017</b>	<b>FY 2018</b>	<b>FY 2019</b>	<b>FY 2020</b>	<b>FY 2021</b>	
7 Copiers	\$41,678					
<b>Total Capital Cost:</b>	\$41,678	\$0	\$0	\$0	\$0	
Staffing Expense						
Supplies and Maintenance Expense						
<b>Operating Costs:</b>	\$0	\$0	\$0	\$0	\$0	
<b>Total Program Cost:</b>	\$41,678	\$0	\$0	\$0	\$0	
<b>This Section to Be Completed by Capital Improvement Committee Only</b>						
<b>Committee Notes:</b>			<b>Division</b>	<b>Account</b>	<b>Amount</b>	
			63000500	80230000	\$ 41,678.00	

<b>Completed by:</b>	Charles Wendt	<b>Date:</b>	8/17/2016
<b>Department Name:</b>	Purchasing		

**BRAZOS COUNTY, TEXAS**  
**FY 2017 REQUESTED CAPITAL IMPROVEMENT PLAN**

				5-Year Fiscal Year Project Funding Projection				
Department	Project Title	Approved FY 16	Requested 2016-17	Approved FY 17	2017-18	2018-19	2019-20	2020-21
Facilities Services - 17000100								
	Clean, Paint and Seal Exterior Walls - Health Department	\$ 30,000						
	Foundation Repair for Drainage-Juvenile Center	\$ 78,000	\$ 78,000					
	Administration Building Window Wet Seal	\$ 18,000						
	Brazos Center's Park Restrooms Remodel	\$ 50,000						
	Replace Zero-Turn Mower (1)	\$ 10,500						
	Toilets - Juvenile Center (4) to (6)	\$ 8,000						
	Fire Panel Replacement - Juvenile Justice Center	\$ 22,000						
	Reinsulate Courthouse Chillers	\$ 15,000						
	Replace Rain Gutters - Brazos Center	\$ 8,500						
	Brazos Center Area Drain	\$ 35,000						
	Air Handler Replacement - Jail	\$ 315,000						
	AC Replacement - Juvenile Justice Center	\$ 325,000						
	AC Control Upgrade - Jail	\$ 55,000						
	Water Heater Replacement - Juvenile Center (2)	\$ 10,000						
	Replace Boiler and Pumps - Brazos Center	\$ 120,000						
	HVAC Control Replacement - Juvenile Center	\$ 32,000						
	Boiler Replacement - Health Department	\$ 40,000						
	Boiler Replacement - Jail	\$ 185,000						
	Roof Repair - Admin Building	\$ 125,000						

**BRAZOS COUNTY, TEXAS**  
**FY 2017 REQUESTED CAPITAL IMPROVEMENT PLAN**

				5-Year Fiscal Year Project Funding Projection				
Department	Project Title	Approved FY 16	Requested 2016-17	Approved FY 17	2017-18	2018-19	2019-20	2020-21
Facilities Services - 17000100								
	Fire Suppression System (North & South Arenas; East & West Stall Barns) - Expo		\$ 300,000					
	Generator Replacement - Juvenile Center		\$ 75,000	\$ 75,000				
	AHU Drives - Brazos Center		\$ 25,000					
	DX AC System Upgrade - BV Museum of Nataural History		\$ 165,000					
	DX AC System Upgrade - Admin Building		\$ 95,000					
	AHU Unit #2 Replacement - Jail		\$ 200,000					
	Water Heater Replacement - Jail		\$ 75,000					
	Scupper Extensions - Sheriff Admin		\$ 24,000					
	Sally Port Replacement - Courthouse (3 Doors)		\$ 50,000					
	Walk-In Freezer Replacement - Juvenile Center		\$ 65,000					
	Rider Floor Scrubber		\$ 20,000	\$ 20,000				
	Sally Port Gate Operator - Juvenile		\$ 11,000					
	Handicap Ramps - Juvenile Center		\$ 8,500					
	Toilets - Juvenile Center (5)		\$ 8,500					
	Partitions - Brazos Center		\$ 55,000					
	Floor Repair - Jail		\$ 55,000					
	Cargo Van (2500) - Facilities Services (Jail Tech)		\$ 30,000					
	Cargo Van (2500) - Facilities Services (Carpenter Position)		\$ 30,000					
	Truck (2500) - Landscaping		\$ 24,000					
	16" Dump Trailer - Landscaping		\$ 10,000	\$ 10,000				
	Window Wet Seal - Health Department		\$ 8,500					
	Standby Breakers - Juvenile Center (2)		\$ 10,500					

**BRAZOS COUNTY, TEXAS**  
**FY 2017 REQUESTED CAPITAL IMPROVEMENT PLAN**

				5-Year Fiscal Year Project Funding Projection				
Department	Project Title	Approved FY 16	Requested 2016-17	Approved FY 17	2017-18	2018-19	2019-20	2020-21
Facilities Services - 17000100								
	Building Upgrades - Facilities Services		\$ 40,000					
	DX AC System Upgrade - AG Extension Building (4)		\$ 55,000					
	Cooling Tower Replacement - Expo (4)		\$ 160,000					
	Restroom Renovation - Brazos Center		\$ 125,000					
	Window Wet Seal - Admin Building		\$ 20,000					
	Portable Building Revamp - Juvenile		\$ 35,000					
	Zero Turn Mower Replacement - Landscaping		\$ 8,500					
	Roof Replacement - AG Building		\$ 35,000					
	Gutter Replacement - MHMR Building		\$ 12,000					
	Roof Replacement - Juvenile				\$ 100,000			
	Control Room Update - Jail (6)		\$ 28,000					
	Gas Line Replacement - Juvenile		\$ 25,000					
	Restroom Renovation - Admin Building							\$ 240,000
	Roof Replacement - Brazos Center							\$ 300,000
	Parking Lot Repair - Facilities Services							\$ 25,000
	Roof Replacement - Health Department							\$ 250,000
	Brick Wall Repair - Brazos Center						\$ 90,000	
	Expo Cooling Towers						\$ 140,000	
	Storage Building Replacement - Pct. #3							\$ 125,000
	Roof Replacement - Jail		\$ 40,000					
Carpet Stock - All County Buildings							\$ 110,000	
TOTAL		\$ 1,482,000	\$ 2,006,500	\$ 105,000	\$ 100,000	\$ 90,000	\$ -	\$ 1,050,000



**Brazos County, Texas  
Capital Improvement Program FY 2017**

<b>Department:</b>	BCFS	<b>Project Manager:</b>	BCFS
<b>Project Title:</b>	Juvenile Justice Center Emergency Generator	<b>Priority Number:</b>	1
<b>Start Date:</b>	10/1/2016	<b>Projected End Date:</b>	6/1/2016
<b>Type of Project:</b>	New _____ Replacement_x__ Expansion _____ Renovation _____ Land _____		

Previous Funding To-Date	Budget Year 1 FY 2016-17	Unappropriated Subsequent Years				Total Capital Cost
		Year 2 FY 2017-18	Year 3 FY 2018-19	Year 4 FY 2019-20	Year 5 FY 2020-21	
\$ -	\$ 75,000	\$ -	\$ -	\$ -	\$ -	\$ 75,000
<b>Description and Scope of Project</b>						
Replace a1997, 200 kv emergency generator at the Juvenile Justice Center.						
<b>Purpose and Need Including Operating Efficiencies and Savings</b>						
Generator has developed mechanical issues affecting its reliability and performance.						
<b>History and Current Status</b>						
Juvenile Justice Center facility operates 24 hours a day and depends on this unit during frequent power outages. Installed 1997						
<b>Program Breakdown and Operating Budget Impact</b>						
<b>Description/Basis for Estimate</b>	<b>FY 2017</b>	<b>FY 2018</b>	<b>FY 2019</b>	<b>FY 2020</b>	<b>FY 2021</b>	
Generator Replacement - Juvenile	\$75,000					
<b>Total Capital Cost:</b>	\$75,000	\$0	\$0	\$0	\$0	
Staffing Expense						
Supplies and Maintenance Expense						
<b>Operating Costs:</b>	\$0	\$0	\$0	\$0	\$0	
<b>Total Program Cost:</b>	\$75,000	\$0	\$0	\$0	\$0	
<b>This Section to Be Completed by Capital Improvement Committee Only</b>						
<b>Committee Notes:</b>			<b>Division</b>	<b>Account</b>	<b>Amount</b>	
			63000500	80286000	\$ 75,000.00	

<b>Completed by:</b>	Ernest Stutts		
<b>Department Name:</b>	BCFS	<b>Date:</b>	3/1/2016

**Brazos County, Texas**  
**Capital Improvement Program FY 2017**

<b>Department:</b>	BCFS	<b>Project Manager:</b>	BCFS
<b>Project Title:</b>	Purchase Rider floor scrubber	<b>Priority Number:</b>	1
<b>Start Date:</b>	10/1/2016	<b>Projected End Date:</b>	3/1/2017
<b>Type of Project:</b>	New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Expansion <input type="checkbox"/> Renovation <input type="checkbox"/> Land <input type="checkbox"/>		

Previous Funding To-Date	Budget Year 1 FY 2016-17	Unappropriated Subsequent Years				Total Capital Cost
		Year 2 FY 2017-18	Year 3 FY 2018-19	Year 4 FY 2019-20	Year 5 FY 2020-21	
\$ -	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ 20,000
<b>Description and Scope of Project</b>						
Purchase a New Rider Floor Scrubber for Facilities Services.						
<b>Purpose and Need Including Operating Efficiencies and Savings</b>						
After phase 5 of the Courthouse renovation is complete, Brazos County Facilities Services will be responsible for maintaining four floors of new tile in the court house.						
<b>History and Current Status</b>						
Currently BCFS floor scrubber machine is to small to properly maintain this large of a area.						
<b>Program Breakdown and Operating Budget Impact</b>						
Description/Basis for Estimate	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	
Floor Scrubber	\$20,000					
<b>Total Capital Cost:</b>	\$20,000	\$0	\$0	\$0	\$0	
Staffing Expense						
Supplies and Maintenance Expense						
<b>Operating Costs:</b>	\$0	\$0	\$0	\$0	\$0	
<b>Total Program Cost:</b>	\$20,000	\$0	\$0	\$0	\$0	
<b>This Section to Be Completed by Capital Improvement Committee Only</b>						
Committee Notes:			Division	Account	Amount	
			63000500	80286000	\$ 20,000.00	

<b>Completed by:</b>	Ernest Stutts		
<b>Department Name:</b>	BCFS	<b>Date:</b>	3/8/2016

**Brazos County, Texas  
Capital Improvement Program FY 2017**

<b>Department:</b>	BCFS	<b>Project Manager:</b>	BCFS
<b>Project Title:</b>	Purchase new 16' Dump trailer	<b>Priority Number:</b>	1
<b>Start Date:</b>	10/1/2016	<b>Projected End Date:</b>	1/1/2017
<b>Type of Project:</b>	New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Expansion <input type="checkbox"/> Renovation <input type="checkbox"/> Land <input type="checkbox"/>		

Previous Funding To-Date	Budget Year 1 FY 2016-17	Unappropriated Subsequent Years				Total Capital Cost
		Year 2 FY 2017-18	Year 3 FY 2018-19	Year 4 FY 2019-20	Year 5 FY 2020-21	
\$ -	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ 10,000
<b>Description and Scope of Project</b>						
Purchase a new 16' dump trailer for landscape.						
<b>Purpose and Need Including Operating Efficiencies and Savings</b>						
Allow BCFS to haul and remove debris safely and efficiently.						
<b>History and Current Status</b>						
Currently using flatbed trailer. BCFS removed 17 loads from the cemetery alone last spring. Will allow BCFS to safely remove debris after storms and floods at the Brazos Center.						
<b>Program Breakdown and Operating Budget Impact</b>						
Description/Basis for Estimate	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	
16" Dump Trailer	\$10,000					
<b>Total Capital Cost:</b>	\$10,000	\$0	\$0	\$0	\$0	
Staffing Expense						
Supplies and Maintenance Expense						
<b>Operating Costs:</b>	\$0	\$0	\$0	\$0	\$0	
<b>Total Program Cost:</b>	\$10,000	\$0	\$0	\$0	\$0	
<b>This Section to Be Completed by Capital Improvement Committee Only</b>						
<b>Committee Notes:</b>			<b>Division</b>	<b>Account</b>	<b>Amount</b>	
			63000500	80286000	\$ 10,000.00	

<b>Completed by:</b>	Ernest Stutts		
<b>Department Name:</b>	BCFS	<b>Date:</b>	3/3/2016

**BRAZOS COUNTY, TEXAS**  
**FY 2017 REQUESTED CAPITAL IMPROVEMENT PLAN**

				5-Year Fiscal Year Project Funding Projection				
Department	Project Title	Approved FY 16	Requested 2016-17	Approved FY 17	2017-18	2018-19	2019-20	2020-21
Sheriff's Office -Administration - 28000100								
	Fleet Vehicle Replacement Unit 137 - Animal Control (F250 Crew Cab Ext. Bed)	\$ 40,000						
	Fleet Vehicle Replacement Unit 142 - Special Services (V6 Dodge Charger)	\$ 43,000						
	Fleet Vehicle Replacement Unit 149 - Special Services (V6 Dodge Charger)	\$ 43,000						
	Fleet Vehicle Replacement Unit 154 - Animal Control (F150 Crew Cab Ext. Bed)	\$ 38,000						
	Fleet Vehicle Replacement Unit 155 - Animal Control (F150 Ton Crew Cab Ext. Bed)	\$ 38,000						
	Fleet Vehicle Replacement Unit 166 - Criminal Investigator (F150 Crew Cab Truck)	\$ 38,000						
	Fleet Vehicle Replacement Unit 183 - Patrol Deputy (V8 Dodge Charger)	\$ 43,000						
	Fleet Vehicle Replacement Unit 192 - Patrol Deputy (V8 Dodge Charger)	\$ 43,000						
	Fleet Vehicle Replacement Unit 193 - Patrol Deputy (V8 Dodge Charger)	\$ 43,000						
	Vest Replacement - 6	\$ 3,875						
	Security Glass for Reception Counter	\$ 4,577						
	Tasers - 9	\$ 9,151						
	Microfiche Converstion	\$ 34,020						
	Radars - 8	\$ 18,120						
	Handgun Purchase (17)		\$ 10,200					
	Vest Replacement (Patrol Unit) - 12 (includes 2 new Deputy)		\$ 7,321					
	Body Camera - 2 1 (New Deputy Position)		\$ 2,492					

**BRAZOS COUNTY, TEXAS**  
**FY 2017 REQUESTED CAPITAL IMPROVEMENT PLAN**

				5-Year Fiscal Year Project Funding Projection				
Department	Project Title	Approved FY 16	Requested 2016-17	Approved FY 17	2017-18	2018-19	2019-20	2020-21
Sheriff's Office -Administration - 28000100								
	Taser - 2 1 (New Deputy Position)		\$ 1,035					
	Training Facility		\$ 100,000		\$ 1,000,000			
	Parking, Rear Traffic Control Gate		\$ 5,000					
	Radars - 2 1		\$ 4,500					
	Hostage Negotiations Team Rescue Phone		\$ 6,495	\$ 6,495				
	Handheld Radio - 2 1 (New Deputy Position)		\$ 7,800					
	Office Furniture Replacement - Criminal Investigation Division (CID)		\$ 11,846					
	Vest Replacement (Sheriff's Emergency Response Group - SERG) - 1		\$ 2,600					
	Ballistic Helmets - 19		\$ 1,100					
	Sheriff's Emergency Responose Group (SERG) Mobile Unit		\$ 184,563					
	Mobile Field Force Equipment (MFF)		\$ 3,600					
	Additioanl Fleet Vehicle - New Patrol Deputy (V8 Dodge Charger)		\$ 45,000	\$ 45,000				
	Additioanl Fleet Vehicle - New Patrol Deputy (V8 Dodge Charger)		\$ 45,000					
	Fleet Vehicle Replacement Unit 115 - CID (SUV with Tow Package)		\$ 56,000					
	Fleet Vehicle Replacement Unit 130 - CID (F150 Crew Cab Pickup with Tow Package)		\$ 56,000	\$ 40,000				
	Fleet Vehicle Replacement Unit 142 - Special Services (V6 Charger)		\$ 56,000	\$ 35,000				
	Fleet Vehicle Replacement Unit 150 - Patrol Lt. (V8 Charger)		\$ 56,000	\$ 43,000				

**BRAZOS COUNTY, TEXAS**  
**FY 2017 REQUESTED CAPITAL IMPROVEMENT PLAN**

				5-Year Fiscal Year Project Funding Projection				
Department	Project Title	Approved FY 16	Requested 2016-17	Approved FY 17	2017-18	2018-19	2019-20	2020-21
<b>Sheriff's Office -Administration - 28000100</b>								
	Fleet Vehicle Replacement Unit 151 - Special Services (V6 Dodge Charger)		\$ 35,000	\$ 35,000				
	Fleet Vehicle Replacement Unit 168 - Patrol (V8 Charger)		\$ 56,000	\$ 43,000				
	Fleet Vehicle Replacement Unit 183 - Patrol (V8 Charger)		\$ 56,000	\$ 43,000				
	Fleet Vehicle Replacement Unit 192 - Patrol (V8 Charger)		\$ 56,000	\$ 43,000				
	Fleet Vehicle Replacement Unit 193 - Patrol (V8 Charger)		\$ 56,000	\$ 43,000				
	SERG Rifles (2)		\$ 4,670					
	Courtroom Surveillance Camers		\$ 6,184					
	Re-Keying of SO Admin Building		\$ 3,967					
<b>TOTAL</b>		\$ 438,743	\$ 936,373	\$ 376,495	\$ 1,000,000	\$ -	\$ -	\$ -

**Brazos County, Texas**  
**Capital Improvement Program FY 2017**

<b>Department:</b>	Sheriff's Administration	<b>Project Manager:</b>	Chief Deputy Jim Stewart
<b>Project Title:</b>	HNT Rescue Phone	<b>Priority Number:</b>	2
<b>Start Date:</b>	2016	<b>Projected End Date:</b>	
<b>Type of Project:</b>	New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Expansion <input type="checkbox"/> Renovation <input type="checkbox"/> Land <input type="checkbox"/>		

Previous Funding To-Date	Budget Year 1 FY 2016-17	Unappropriated Subsequent Years				Total Capital Cost
		Year 2 FY 2017-18	Year 3 FY 2018-19	Year 4 FY 2019-20	Year 5 FY 2020-21	
\$ -	\$ 6,495	\$ -	\$ -	\$ -	\$ -	\$ 6,495
<b>Description and Scope of Project</b>						
<p>The SO is proposing that funding be allocated to allow for the purchase of HNT Rescue Phone (Quad, Crisis Response Module). This piece of equipment will permit the HNT or Tactical Team to remotely, and safely, communicate with a barricaded subject. The item can be purchased and placed into operation in FY17.</p>						
<b>Purpose and Need Including Operating Efficiencies and Savings</b>						
<p>The SO has developed and staffed a Hostage Negotiations Team to deal with adverse situations with which it is presented. We have been acquiring the required equipment through various means, but we will require budgetary funding to complete the acquisition of this particular piece of gear. A Rescue Phone will allow our staff to talk (negotiate...) with a barricaded subject in an effort to have him surrender peacefully, all without unduly exposing themselves to risks. This is a safety issue.</p>						
<b>History and Current Status</b>						
<p>This is a new initiative on the part of the Sheriff's Office.</p>						
<b>Program Breakdown and Operating Budget Impact</b>						
Description/Basis for Estimate	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	
HNT Rescue Phone (Sole Source)	\$6,495					
<b>Total Capital Cost:</b>	\$6,495	\$0	\$0	\$0	\$0	
Staffing Expense						
Supplies and Maintenance Expense						
<b>Operating Costs:</b>	\$0	\$0	\$0	\$0	\$0	
<b>Total Program Cost:</b>	\$6,495	\$0	\$0	\$0	\$0	
<b>This Section to Be Completed by Capital Improvement Committee Only</b>						
<b>Committee Notes:</b>			<b>Division</b>	<b>Account</b>	<b>Amount</b>	
			63000500	80294000	\$ 6,495.00	

Completed by:	Ms. Carla Field		
Department Name:	Sheriff's Office Administration	Date:	3/18/2016

**Brazos County, Texas**  
**Capital Improvement Program FY 2017**

**Department:** Sheriff's Administration **Project Manager:** Chief Deputy Jim Stewart  
**Project Title:** Additional Vehicle **Priority Number:** 1  
**Start Date:** **Projected End Date:**  
**Type of Project:** New ☒ Replacement ☐ Expansion ☐ Renovation ☐ Land ☐

Previous Funding To-Date	Budget Year 1 FY 2016-17	Unappropriated Subsequent Years				Total Capital Cost
		Year 2 FY 2017-18	Year 3 FY 2018-19	Year 4 FY 2019-20	Year 5 FY 2020-21	
\$ -	\$ 45,000	\$ -	\$ -	\$ -	\$ -	\$ 45,000
<b>Description and Scope of Project</b>						
The Sheriff's Office will be requesting two (2) additional Sheriff's Deputy Patrol positions in the FY2017 budget which would require two additional Dodge Chargers V8. Capital cost will include the vehicles with all necessary equipment. Because this is a fleet addition, new Tough Book Computers, new Arbitrator systems and new LTE Modems will be installed.						
<b>Purpose and Need Including Operating Efficiencies and Savings</b>						
All Sheriff's Office vehicles are emergency response units needed by commissioned personnel to respond at a moment's notice. To assure the responsibilities of the Sheriff's Office are carried out as required, we must have the assurance of being properly equipped so as to respond effectively; this includes dependable fleet vehicles not subject to breaking down. Routine maintenance on new vehicles is much less costly than maintaining older ones. The older a vehicle becomes and the more stress there is on the mechanical systems, the greater the chance of more expensive repairs that are no longer covered under manufacture warranty. Further, allowing a vehicle to be rotated out of the fleet, prior to its becoming non-operational, will allow the county to maximize its resale value at auction, thus returning more dollars to the county's general fund.						
<b>History and Current Status</b>						
<b>Program Breakdown and Operating Budget Impact</b>						
Description/Basis for Estimate	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	
Additional Vehicle	\$45,000					
<b>Total Capital Cost:</b>	\$45,000	\$0	\$0	\$0	\$0	
Staffing Expense						
Supplies and Maintenance Expense						
<b>Operating Costs:</b>	\$0	\$0	\$0	\$0	\$0	
<b>Total Program Cost:</b>	\$45,000	\$0	\$0	\$0	\$0	
<b>This Section to Be Completed by Capital Improvement Committee Only</b>						
<b>Committee Notes:</b>			<b>Division</b>	<b>Account</b>	<b>Amount</b>	
			63000500	80890000	\$ 45,000.00	

**Completed by:** Carla Field **Date:**  
**Department Name:** Sheriff's Administration



**Brazos County, Texas**  
**Capital Improvement Program FY 2017**

**Department:** Sheriff's Administration **Project Manager:** Chief Deputy Jim Stewart  
**Project Title:** Fleet Vehicle Replacement - Unit 130 **Priority Number:** 1  
**Start Date:** **Projected End Date:**  
**Type of Project:** New Replacement ☒ Expansion Renovation Land

Previous Funding To-Date	Budget Year 1 FY 2016-17	Unappropriated Subsequent Years				Total Capital Cost
		Year 2 FY 2017-18	Year 3 FY 2018-19	Year 4 FY 2019-20	Year 5 FY 2020-21	
\$ -	\$ 40,000	\$ -	\$ -	\$ -	\$ -	\$ 40,000
<b>Description and Scope of Project</b>						
UNIT 130 ~ 2006 Ford F150 VIN: 1FTRW12W46KC15813. This vehicle is operated by CID. We propose to replace it with a Pick Up Truck including a tow package.						
<b>Purpose and Need Including Operating Efficiencies and Savings</b>						
All Sheriff's Office vehicles are emergency response units needed by commissioned personnel to respond at a moment's notice. To assure the responsibilities of the Sheriff's Office are carried out as required, we must have the assurance of being properly equipped so as to respond effectively; this includes dependable fleet vehicles not subject to breaking down. Routine maintenance on new vehicles is much less costly than maintaining older ones. The older a vehicle becomes and the more stress there is on the mechanical systems, the greater the chance of more expensive repairs that are no longer covered under manufacture warranty. Further, allowing a vehicle to be rotated out of the fleet, prior to its becoming non-operational, will allow the county to maximize its resale value at auction, thus returning more dollars to the county's general fund.						
<b>History and Current Status</b>						
Current mileage as 03.09.2016 = 120,420 Total Cost of MAINTENANCE for this vehicle has been: \$ 1,687.40 Total cost of REPAIRS for this vehicle has been: \$ 5,062.54 TOTAL MAINTENANCE & REPAIRS: \$ 6,749.94						
<b>Program Breakdown and Operating Budget Impact</b>						
Description/Basis for Estimate	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	
Replacement Vehicle	\$40,000					
<b>Total Capital Cost:</b>	\$40,000	\$0	\$0	\$0	\$0	
Staffing Expense						
Supplies and Maintenance Expense						
<b>Operating Costs:</b>	\$0	\$0	\$0	\$0	\$0	
<b>Total Program Cost:</b>	\$40,000	\$0	\$0	\$0	\$0	
<b>This Section to Be Completed by Capital Improvement Committee Only</b>						
<b>Committee Notes:</b>			<b>Division</b>	<b>Account</b>	<b>Amount</b>	
			63000500	80890000	\$ 40,000.00	

**Completed by:** Carla Field **Date:**  
**Department Name:** Sheriff's Administration

**Brazos County, Texas**  
**Capital Improvement Program FY 2017**

**Department:** Sheriff's Administration **Project Manager:** Chief Deputy Jim Stewart  
**Project Title:** Fleet Vehicle Replacement - Unit 142 **Priority Number:** 1  
**Start Date:** **Projected End Date:**  
**Type of Project:** New Replacement ☒ Expansion Renovation Land

Previous Funding To-Date	Budget Year 1 FY 2016-17	Unappropriated Subsequent Years				Total Capital Cost
		Year 2 FY 2017-18	Year 3 FY 2018-19	Year 4 FY 2019-20	Year 5 FY 2020-21	
\$ -	\$ 35,000	\$ -	\$ -	\$ -	\$ -	\$ 35,000
<b>Description and Scope of Project</b>						
UNIT 142 ~ 2007 Dodge Durango VIN: 1D8HD38PX7F551247. This vehicle is operated by Special Services. We propose to replace it with an SUV including a tow package. Unit 142 currently has a Tough Book computer which will transfer into the new unit.						
<b>Purpose and Need Including Operating Efficiencies and Savings</b>						
All Sheriff's Office vehicles are emergency response units needed by commissioned personnel to respond at a moment's notice. To assure the responsibilities of the Sheriff's Office are carried out as required, we must have the assurance of being properly equipped so as to respond effectively; this includes dependable fleet vehicles not subject to breaking down. Routine maintenance on new vehicles is much less costly than maintaining older ones. The older a vehicle becomes and the more stress there is on the mechanical systems, the greater the chance of more expensive repairs that are no longer covered under manufacture warranty. Further, allowing a vehicle to be rotated out of the fleet, prior to its becoming non-operational, will allow the county to maximize its resale value at auction, thus returning more dollars to the county's general fund.						
<b>History and Current Status</b>						
Current mileage as of 03.09.2016 = 141,220 Total Cost of MAINTENANCE for this vehicle has been: \$ 5,043.65 Total cost of REPAIRS for this vehicle has been: \$ 5,000.19 TOTAL MAINTENANCE & REPAIRS: \$ 10,043.84						
<b>Program Breakdown and Operating Budget Impact</b>						
Description/Basis for Estimate	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	
Replacement Vehicle	\$35,000					
<b>Total Capital Cost:</b>	\$35,000	\$0	\$0	\$0	\$0	
Staffing Expense						
Supplies and Maintenance Expense						
<b>Operating Costs:</b>	\$0	\$0	\$0	\$0	\$0	
<b>Total Program Cost:</b>	\$35,000	\$0	\$0	\$0	\$0	\$0
<b>This Section to Be Completed by Capital Improvement Committee Only</b>						
<b>Committee Notes:</b>			<b>Division</b>	<b>Account</b>	<b>Amount</b>	
			63000500	80890000	\$ 35,000.00	

**Completed by:** Carla Field **Date:**  
**Department Name:** Sheriff's Administration

**Brazos County, Texas**  
**Capital Improvement Program FY 2017**

<b>Department:</b>	Sheriff's Administration	<b>Project Manager:</b>	Chief Deputy Jim Stewart
<b>Project Title:</b>	Fleet Vehicle Replacement - Unit 150	<b>Priority Number:</b>	1
<b>Start Date:</b>		<b>Projected End Date:</b>	
<b>Type of Project:</b>	New _____ Replacement <u>X</u> Expansion _____ Renovation _____ Land _____		

Previous Funding To-Date	Budget Year 1 FY 2016-17	Unappropriated Subsequent Years				Total Capital Cost
		Year 2 FY 2017-18	Year 3 FY 2018-19	Year 4 FY 2019-20	Year 5 FY 2020-21	
\$ -	\$ 43,000	\$ -	\$ -	\$ -	\$ -	\$ 43,000

**Description and Scope of Project**

UNIT 150 ~ 2008 Dodge Durango VIN: 1D4HD38N48F130545. This vehicle is operated by the Patrol Lt. We propose to replace it with an SUV including a tow package. This vehicle currently has a Tough Book computer along with an Arbitrator system, and it's replacement will require an updated Arbitrator system.

**Purpose and Need Including Operating Efficiencies and Savings**

All Sheriff's Office vehicles are emergency response units needed by commissioned personnel to respond at a moment's notice. To assure the responsibilities of the Sheriff's Office are carried out as required, we must have the assurance of being properly equipped so as to respond effectively; this includes dependable fleet vehicles not subject to breaking down. Routine maintenance on new vehicles is much less costly than maintaining older ones. The older a vehicle becomes and the more stress there is on the mechanical systems, the greater the chance of more expensive repairs that are no longer covered under manufacture warranty. Further, allowing a vehicle to be rotated out of the fleet, prior to its becoming non-operational, will allow the county to maximize its resale value at auction, thus returning more dollars to the county's general fund.

**History and Current Status**

Current mileage as of 03.09.2016 = 130,234  
 Total Cost of MAINTENANCE for this vehicle has been: \$ 5,594.03  
 Total cost of REPAIRS for this vehicle has been: \$ 7,993.18  
 TOTAL MAINTENANCE & REPAIRS: \$ 13,587.21

**Program Breakdown and Operating Budget Impact**

Description/Basis for Estimate	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Replacement Vehicle	\$43,000				
<b>Total Capital Cost:</b>	\$43,000	\$0	\$0	\$0	\$0
Staffing Expense					
Supplies and Maintenance Expense					
<b>Operating Costs:</b>	\$0	\$0	\$0	\$0	\$0
<b>Total Program Cost:</b>	\$43,000	\$0	\$0	\$0	\$0

**This Section to Be Completed by Capital Improvement Committee Only**

Committee Notes:	Division	Account	Amount
	63000500	80890000	\$ 43,000.00

Completed by:	Carla Field		
Department Name:	Sheriff's Administration	Date:	

**Brazos County, Texas**  
**Capital Improvement Program FY 2017**

**Department:** Sheriff's Administration **Project Manager:** Chief Deputy Jim Stewart  
**Project Title:** Fleet Vehicle Replacement - Unit 151 **Priority Number:** 1  
**Start Date:** **Projected End Date:**  
**Type of Project:** New Replacement X Expansion Renovation Land

Previous Funding To-Date	Budget Year 1 FY 2016-17	Unappropriated Subsequent Years				Total Capital Cost
		Year 2 FY 2017-18	Year 3 FY 2018-19	Year 4 FY 2019-20	Year 5 FY 2020-21	
\$ -	\$ 35,000	\$ -	\$ -	\$ -	\$ -	\$ 35,000
<b>Description and Scope of Project</b>						
UNIT 151 ~ 2008 Dodge Durango VIN: 1D4HD38N48F130545. This vehicle is operated by Special Services and is a marked unit. We propose to replace it with a Dodge Charger V6. On board equipment will transfer to the new unit as appropriate.						
<b>Purpose and Need Including Operating Efficiencies and Savings</b>						
All Sheriff's Office vehicles are emergency response units needed by commissioned personnel to respond at a moment's notice. To assure the responsibilities of the Sheriff's Office are carried out as required, we must have the assurance of being properly equipped so as to respond effectively; this includes dependable fleet vehicles not subject to breaking down. Routine maintenance on new vehicles is much less costly than maintaining older ones. The older a vehicle becomes and the more stress there is on the mechanical systems, the greater the chance of more expensive repairs that are no longer covered under manufacture warranty. Further, allowing a vehicle to be rotated out of the fleet, prior to its becoming non-operational, will allow the county to maximize its resale value at auction, thus returning more dollars to the county's general fund.						
<b>History and Current Status</b>						
Current mileage as of 03.09.2016 = 116,540 Total Cost of MAINTENANCE for this vehicle has been: \$ 3,309.91 Total cost of REPAIRS for this vehicle has been: \$ 2,399.67 TOTAL MAINTENANCE & REPAIRS: \$ 5,709.58						
<b>Program Breakdown and Operating Budget Impact</b>						
Description/Basis for Estimate	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	
Replacement Vehicle	\$35,000					
<b>Total Capital Cost:</b>	\$35,000	\$0	\$0	\$0	\$0	
Staffing Expense						
Supplies and Maintenance Expense						
<b>Operating Costs:</b>	\$0	\$0	\$0	\$0	\$0	
<b>Total Program Cost:</b>	\$35,000	\$0	\$0	\$0	\$0	
<b>This Section to Be Completed by Capital Improvement Committee Only</b>						
<b>Committee Notes:</b>			<b>Division</b>	<b>Account</b>	<b>Amount</b>	
			63000500	80890000	\$ 35,000.00	

**Completed by:** Carla Field **Date:**  
**Department Name:** Sheriff's Administration

**Brazos County, Texas**  
**Capital Improvement Program FY 2017**

**Department:** Sheriff's Administration **Project Manager:** Chief Deputy Jim Stewart  
**Project Title:** Fleet Vehicle Replacement - Unit 168 **Priority Number:** 1  
**Start Date:** **Projected End Date:**  
**Type of Project:** New Replacement X Expansion Renovation Land

Previous Funding To-Date	Budget Year 1 FY 2016-17	Unappropriated Subsequent Years				Total Capital Cost
		Year 2 FY 2017-18	Year 3 FY 2018-19	Year 4 FY 2019-20	Year 5 FY 2020-21	
\$ -	\$ 43,000	\$ -	\$ -	\$ -	\$ -	\$ 43,000
<b>Description and Scope of Project</b>						
UNIT 168 ~ 2009 Dodge Charger V8 VIN: 2B3KA43T89H506544. This is a vehicle used by the Patrol Division and we propose it be replaced with an SUV including a tow package. Unit 168 currently has a Tough Book computer and an Arbitrator system. The computer and the appropriate updated equipment will transfer into the new unit.						
<b>Purpose and Need Including Operating Efficiencies and Savings</b>						
All Sheriff's Office vehicles are emergency response units needed by commissioned personnel to respond at a moment's notice. To assure the responsibilities of the Sheriff's Office are carried out as required, we must have the assurance of being properly equipped so as to respond effectively; this includes dependable fleet vehicles not subject to breaking down. Routine maintenance on new vehicles is much less costly than maintaining older ones. The older a vehicle becomes and the more stress there is on the mechanical systems, the greater the chance of more expensive repairs that are no longer covered under manufacture warranty. Further, allowing a vehicle to be rotated out of the fleet, prior to its becoming non-operational, will allow the county to maximize its resale value at auction, thus returning more dollars to the county's general fund.						
<b>History and Current Status</b>						
Current mileage as of 03.09.2016 = 97,329 Total Cost of MAINTENANCE for this vehicle has been: \$ 4,829.73 Total cost of REPAIRS for this vehicle has been: \$ 1,729.92 TOTAL MAINTENANCE & REPAIRS: \$ 6,559.65						
<b>Program Breakdown and Operating Budget Impact</b>						
Description/Basis for Estimate	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	
Replacement Vehicle	\$43,000					
<b>Total Capital Cost:</b>	\$43,000	\$0	\$0	\$0	\$0	
Staffing Expense						
Supplies and Maintenance Expense						
<b>Operating Costs:</b>	\$0	\$0	\$0	\$0	\$0	
<b>Total Program Cost:</b>	\$43,000	\$0	\$0	\$0	\$0	
<b>This Section to Be Completed by Capital Improvement Committee Only</b>						
<b>Committee Notes:</b>			<b>Division</b>	<b>Account</b>	<b>Amount</b>	
			63000500	80890000	\$ 43,000.00	

**Completed by:** Carla Field **Date:**  
**Department Name:** Sheriff's Administration

**Brazos County, Texas**  
**Capital Improvement Program FY 2017**

**Department:** Sheriff's Administration **Project Manager:** Chief Deputy Jim Stewart  
**Project Title:** Fleet Vehicle Replacement - Unit 183 **Priority Number:** 1  
**Start Date:** **Projected End Date:**  
**Type of Project:** New Replacement X Expansion Renovation Land

Previous Funding To-Date	Budget Year 1 FY 2016-17	Unappropriated Subsequent Years				Total Capital Cost
		Year 2 FY 2017-18	Year 3 FY 2018-19	Year 4 FY 2019-20	Year 5 FY 2020-21	
\$ -	\$ 43,000	\$ -	\$ -	\$ -	\$ -	\$ 43,000
<b>Description and Scope of Project</b>						
UNIT 183 2010 Dodge Charger V8 VIN: 2B3AA4CT2AH151175 This is a vehicle used by the Patrol Division and we propose to replace it with a Dodge Charger V8. Unit 183 currently has a Tough Book computer and an Arbitrator system. The computer and the appropriate updated equipment will transfer into the new unit.  ** One Time "Buy Board Fee" of \$400.00 required for the total number of vehicles purchased.**						
<b>Purpose and Need Including Operating Efficiencies and Savings</b>						
All Sheriff's Office vehicles are emergency response units needed by commissioned personnel to respond at a moment's notice. To assure the responsibilities of the Sheriff's Office are carried out as required, we must have the assurance of being properly equipped so as to respond effectively; this includes dependable fleet vehicles not subject to breaking down. Routine maintenance on new vehicles is much less costly than maintaining older ones. The older a vehicle becomes and the more stress there is on the mechanical systems, the greater the chance of more expensive repairs that are no longer covered under manufacture warranty. Further, allowing a vehicle to be rotated out of the fleet, prior to its becoming non-operational, will allow the county to maximize its resale value at auction, thus returning more dollars to the county's general fund.						
<b>History and Current Status</b>						
Current mileage as of March 2016: 130,000 Total Cost of MAINTENANCE for this vehicle has been: \$ 3,747.77 Total cost of REPAIRS for this vehicle has been: \$ 9,589.44 TOTAL MAINTENANCE & REPAIRS: \$ 13,337.21						
<b>Program Breakdown and Operating Budget Impact</b>						
Description/Basis for Estimate	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	
Replacement Vehicle	\$43,000					
<b>Total Capital Cost:</b>	\$43,000	\$0	\$0	\$0	\$0	
Staffing Expense						
Supplies and Maintenance Expense						
<b>Operating Costs:</b>	\$0	\$0	\$0	\$0	\$0	
<b>Total Program Cost:</b>	\$43,000	\$0	\$0	\$0	\$0	
<b>This Section to Be Completed by Capital Improvement Committee Only</b>						
<b>Committee Notes:</b>			<b>Division</b>	<b>Account</b>	<b>Amount</b>	
			63000500	80890000	\$ 43,000.00	

**Brazos County, Texas**  
**Capital Improvement Program FY 2017**

<b>Department:</b>	Sheriff's Administration	<b>Project Manager:</b>	Chief Deputy Jim Stewart
<b>Project Title:</b>	Fleet Vehicle Replacement - Unit 192	<b>Priority Number:</b>	1
<b>Start Date:</b>		<b>Projected End Date:</b>	
<b>Type of Project:</b>	New _____ Replacement <u>X</u> Expansion _____ Renovation _____ Land _____		

Previous Funding To-Date	Budget Year 1 FY 2016-17	Unappropriated Subsequent Years				Total Capital Cost
		Year 2 FY 2017-18	Year 3 FY 2018-19	Year 4 FY 2019-20	Year 5 FY 2020-21	
\$ -	\$ 43,000	\$ -	\$ -	\$ -	\$ -	\$ 43,000

**Description and Scope of Project**

UNIT 192 ~ 2010 Dodge Charger VIN: 2B3AA4CT0AH280676. This is a vehicle used by the Patrol Division and we propose it be replaced with an SUV including a tow package. Unit 192 currently has a Tough Book computer and an Arbitrator system. The computer and the appropriate updated equipment will transfer into the new unit.

**Purpose and Need Including Operating Efficiencies and Savings**

All Sheriff's Office vehicles are emergency response units needed by commissioned personnel to respond at a moment's notice. To assure the responsibilities of the Sheriff's Office are carried out as required, we must have the assurance of being properly equipped so as to respond effectively; this includes dependable fleet vehicles not subject to breaking down. Routine maintenance on new vehicles is much less costly than maintaining older ones. The older a vehicle becomes and the more stress there is on the mechanical systems, the greater the chance of more expensive repairs that are no longer covered under manufacture warranty. Further, allowing a vehicle to be rotated out of the fleet, prior to its becoming non-operational, will allow the county to maximize its resale value at auction, thus returning more dollars to the county's general fund.

**History and Current Status**

Current mileage as of 03.09.2016 = 103,500  
 Total Cost of MAINTENANCE for this vehicle has been: \$ 2,862.16  
 Total cost of REPAIRS for this vehicle has been: \$ 3,796.13  
 TOTAL MAINTENANCE & REPAIRS: \$ 6,658.29

**Program Breakdown and Operating Budget Impact**

Description/Basis for Estimate	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Replacement Vehicle	\$43,000				
<b>Total Capital Cost:</b>	\$43,000	\$0	\$0	\$0	\$0
Staffing Expense					
Supplies and Maintenance Expense					
<b>Operating Costs:</b>	\$0	\$0	\$0	\$0	\$0
<b>Total Program Cost:</b>	\$43,000	\$0	\$0	\$0	\$0

**This Section to Be Completed by Capital Improvement Committee Only**

Committee Notes:	Division	Account	Amount
	63000500	80890000	\$ 43,000.00

Completed by:	Carla Field		
Department Name:	Sheriff's Administration	Date:	

**Brazos County, Texas**  
**Capital Improvement Program FY 2017**

**Department:** Sheriff's Administration **Project Manager:** Chief Deputy Jim Stewart  
**Project Title:** Fleet Vehicle Replacement - Unit 193 **Priority Number:** 1  
**Start Date:** **Projected End Date:**  
**Type of Project:** New Replacement ☒ Expansion Renovation Land

Previous Funding To-Date	Budget Year 1 FY 2016-17	Unappropriated Subsequent Years				Total Capital Cost
		Year 2 FY 2017-18	Year 3 FY 2018-19	Year 4 FY 2019-20	Year 5 FY 2020-21	
\$ -	\$ 43,000	\$ -	\$ -	\$ -	\$ -	\$ 43,000
<b>Description and Scope of Project</b>						
UNIT 193 ~ 2010 Dodge Charger VIN: 2B3AA4CT2AH280677 This is a vehicle used by the Patrol Division and we propose it be replaced with an SUV including a tow package. Unit 193 currently has a Tough Book computer and an Arbitrator system. The computer and the appropriate updated equipment will transfer into the new unit.						
<b>Purpose and Need Including Operating Efficiencies and Savings</b>						
All Sheriff's Office vehicles are emergency response units needed by commissioned personnel to respond at a moment's notice. To assure the responsibilities of the Sheriff's Office are carried out as required, we must have the assurance of being properly equipped so as to respond effectively; this includes dependable fleet vehicles not subject to breaking down. Routine maintenance on new vehicles is much less costly than maintaining older ones. The older a vehicle becomes and the more stress there is on the mechanical systems, the greater the chance of more expensive repairs that are no longer covered under manufacture warranty. Further, allowing a vehicle to be rotated out of the fleet, prior to its becoming non-operational, will allow the county to maximize its resale value at auction, thus returning more dollars to the county's general fund.						
<b>History and Current Status</b>						
Current mileage as of 03.09.2016 = 134,416 Total Cost of MAINTENANCE for this vehicle has been: \$ 6,355.69 Total cost of REPAIRS for this vehicle has been: \$ 3,486.74 TOTAL MAINTENANCE & REPAIRS: \$ 9,842.43						
<b>Program Breakdown and Operating Budget Impact</b>						
Description/Basis for Estimate	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	
Replacement Vehicle	\$43,000					
<b>Total Capital Cost:</b>	\$43,000	\$0	\$0	\$0	\$0	
Staffing Expense						
Supplies and Maintenance Expense						
<b>Operating Costs:</b>	\$0	\$0	\$0	\$0	\$0	
<b>Total Program Cost:</b>	\$43,000	\$0	\$0	\$0	\$0	
<b>This Section to Be Completed by Capital Improvement Committee Only</b>						
<b>Committee Notes:</b>			<b>Division</b>	<b>Account</b>	<b>Amount</b>	
			63000500	80890000	\$ 43,000.00	

**Completed by:** Carla Field **Date:**  
**Department Name:** Sheriff's Administration



**BRAZOS COUNTY, TEXAS**  
**FY 2017 REQUESTED CAPITAL IMPROVEMENT PLAN**

				5-Year Fiscal Year Project Funding Projection				
Department	Project Title	Approved FY 16	Requested 2016-17	Approved FY 17	2017-18	2018-19	2019-20	2020-21
Sheriff's Office - Jail Division - 28002000								
	Fleet Vehicle Replacement Unit #112 - Work Crew Division (Van)	\$ 45,000						
	Fleet Vehicle Replacement Unit #133 - Transportation Division (V6 Dodge Charger)	\$ 43,000						
	Food Delivery Carts (4)	\$ 2,534						
	Self Contained Breathing Apparatus (2)	\$ 5,877						
	Body Cameras - Transportation Division (4)	\$ 6,300						
	Tasers (15)	\$ 17,236						
	Vests (11)	\$ 7,022						
	Intake/Release Washer (1) and Dryer (1)	\$ 4,450						
	6 Well Steam Table (1)	\$ 10,018						
	Oven Replacement (2)		\$ 16,454	\$ 16,454				
	Fleet Vehicle Replacement Unit #176 - CIT (V6 Dodge Charger)		\$ 35,000	\$ 35,000				
	Safety Lights for Work Crew Vans (8)		\$ 6,300					
	Chairs (25)		\$ 8,739					
	Base Station Radio (2) and Handheld Radios (12)		\$ 10,374					
	Kitchen Expansion and Refrigeration Renovation		\$ 25,000	\$ 25,000	\$ 300,000			
	Self Contained Breathing Apparatus (15)		\$ 4,095					
	Fleet Vehicle Replacement Unit #177 - CIT (V6 Charger)		\$ 35,000	\$ 35,000				
	Floor Buffers (2)		\$ 2,000					
	Lawn Equipment Trimmers (3)		\$ 1,080					
	Lawn Equipment Edgers (3)		\$ 1,110					
	Stock Pot Gas Range Burner w/ 2 Burners		\$ 2,730					

**BRAZOS COUNTY, TEXAS**  
**FY 2017 REQUESTED CAPITAL IMPROVEMENT PLAN**

				5-Year Fiscal Year Project Funding Projection				
Department	Project Title	Approved FY 16	Requested 2016-17	Approved FY 17	2017-18	2018-19	2019-20	2020-21
<b>Sheriff's Office - Jail Division - 28002000</b>								
	Vacuum Cleaners (2)		\$ 1,260					
	Kitchen Fryer (1)		\$ 2,310					
	Ballistic Vest (11)		\$ 7,022					
	Electronic File Access (2 Scanners, 3 Tablets) - Jail Medical		\$ 8,634					
	Vital Signs Monitor (1) - Jail Medical		\$ 4,320					
<b>TOTAL</b>		\$ 141,437	\$ 171,428	\$ 111,454	\$ 300,000	\$ -	\$ -	\$ -

**Brazos County, Texas**  
**Capital Improvement Program FY 2017**

Department: Sheriff's Office - Jail Division Project Manager: Wayne Dicky  
 Project Title: Oven (2) Priority Number: 1  
 Start Date: 10/1/2016 Projected End Date:   
 Type of Project: New Replacement X Expansion Renovation Land

Previous Funding To-Date	Budget Year 1 FY 2016-17	Unappropriated Subsequent Years				Total Capital Cost
		Year 2 FY 2017-18	Year 3 FY 2018-19	Year 4 FY 2019-20	Year 5 FY 2020-21	
\$ -	\$ 16,454	\$ -	\$ -	\$ -	\$ -	\$ 16,454

**Description and Scope of Project**

This project is for the replacement and update of a current oven that no longer operates.

**Purpose and Need Including Operating Efficiencies and Savings**

It is not cost effective to continue making repairs on this old and outdated oven. Replacement will help our food service area to be more effective in the preparation and the cooking of our facility food. We work to ensure proper food handling practices and also being compliant with our local health department requirements.

**History and Current Status**

The current oven was purchased in 1991 when the kitchen was originally built. The Maintenance Department has asked that we update this oven due to multiple costly repairs and safety issues.

**Program Breakdown and Operating Budget Impact**

Description/Basis for Estimate	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Convection Oven X2	\$14,100				
Casters/Safety System Gas Connector X2	\$800				
Installation/Shipping	\$770				
5% Potential Price Increase	\$784				
<b>Total Capital Cost:</b>	\$16,454	\$0	\$0	\$0	\$0
Staffing Expense					
Supplies and Maintenance Expense					
<b>Operating Costs:</b>	\$0	\$0	\$0	\$0	\$0
<b>Total Program Cost:</b>	\$16,454	\$0	\$0	\$0	\$0

**This Section to Be Completed by Capital Improvement Committee Only**

Committee Notes:	Division	Account	Amount
	63000500	80286000	\$ 16,454.00

Completed by: Sheldon Smith  
 Department Name: Sheriff's Office - Jail Division Date: 3/17/2016

**Brazos County, Texas**  
**Capital Improvement Program FY 2017**

<b>Department:</b>	Sheriff's Office - Jail Division	<b>Project Manager:</b>	Wayne Dicky
<b>Project Title:</b>	CIT Fleet Replacement	<b>Priority Number:</b>	2
<b>Start Date:</b>	10/1/2016	<b>Projected End Date:</b>	
<b>Type of Project:</b>	New _____ Replacement <u>X</u> Expansion _____ Renovation _____ Land _____		

Previous Funding To-Date	Budget Year 1 FY 2016-17	Unappropriated Subsequent Years				Total Capital Cost
		Year 2 FY 2017-18	Year 3 FY 2018-19	Year 4 FY 2019-20	Year 5 FY 2020-21	
\$ -	\$ 35,000	\$ -	\$ -	\$ -	\$ -	\$ 35,000

**Description and Scope of Project**

The Sheriff's Office is requesting a replacement for CIT Unit 176.

**Purpose and Need Including Operating Efficiencies and Savings**

CIT uses vehicles to respond to crisis calls, follow ups with high risk MHMR consumers, transporting MHMR consumers to hospitals, and transporting MHMR consumers to court.

**History and Current Status**

This unit is a 2009 Dodge Charger with 128,000 miles. This unit averages 1,700 miles per month and it's estimated total mileage at replacement will be 148,000 miles.

**Program Breakdown and Operating Budget Impact**

Description/Basis for Estimate	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Replacement Sedan	\$35,000				
<b>Total Capital Cost:</b>	\$35,000	\$0	\$0	\$0	\$0
Staffing Expense					
Supplies and Maintenance Expense					
<b>Operating Costs:</b>	\$0	\$0	\$0	\$0	\$0
<b>Total Program Cost:</b>	\$35,000	\$0	\$0	\$0	\$0

**This Section to Be Completed by Capital Improvement Committee Only**

Committee Notes:	Division	Account	Amount
	63000500	80890000	\$ 35,000.00

Completed by:	Kevin Stuart		
Department Name:	Sheriff's Office - Jail Division	Date:	3/17/2016

**Brazos County, Texas**  
**Capital Improvement Program FY 2017**

<b>Department:</b>	Sheriff's Office - Jail Division	<b>Project Manager:</b>	Wayne Dicky
<b>Project Title:</b>	CIT Fleet	<b>Priority Number:</b>	8
<b>Start Date:</b>	10/1/2016	<b>Projected End Date:</b>	
<b>Type of Project:</b>	New _____ Replacement <u>X</u> Expansion _____ Renovation _____ Land _____		

Previous Funding To-Date	Budget Year 1 FY 2016-17	Unappropriated Subsequent Years				Total Capital Cost
		Year 2 FY 2017-18	Year 3 FY 2018-19	Year 4 FY 2019-20	Year 5 FY 2020-21	
\$ -	\$ 35,000	\$ -	\$ -	\$ -	\$ -	\$ 35,000
<b>Description and Scope of Project</b>						
The Sheriff's Office is requesting a replacement for CIT Unit 177.						
<b>Purpose and Need Including Operating Efficiencies and Savings</b>						
CIT uses vehicles to respond to crisis call, follow ups with high risk MHMR consumers, transporting MHMR consumers to hospitals, and transporting MHMR consumers to court.						
<b>History and Current Status</b>						
This unit is a 2009 Dodge Charger with 104,000 miles. This unit averages 1,700 miles per month and it's estimated total mileage at replacement will be 124,000 miles.						
<b>Program Breakdown and Operating Budget Impact</b>						
Description/Basis for Estimate	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	
Replacement Sedan	\$35,000					
<b>Total Capital Cost:</b>	\$35,000	\$0	\$0	\$0	\$0	
Staffing Expense						
Supplies and Maintenance Expense						
<b>Operating Costs:</b>	\$0	\$0	\$0	\$0	\$0	
<b>Total Program Cost:</b>	\$35,000	\$0	\$0	\$0	\$0	
<b>This Section to Be Completed by Capital Improvement Committee Only</b>						
<b>Committee Notes:</b>			<b>Division</b>	<b>Account</b>	<b>Amount</b>	
			63000500	80890000	\$ 35,000.00	

Completed by:	Kevin Stuart		
Department Name:	Sheriff's Office - Jail Division	Date:	9/17/2016

**BRAZOS COUNTY, TEXAS**  
**FY 2017 REQUESTED CAPITAL IMPROVEMENT PLAN**

				5-Year Fiscal Year Project Funding Projection				
Department	Project Title	Approved FY 16	Requested 2016-17	Approved FY 17	2017-18	2018-19	2019-20	2020-21
<b>Constable Pct. #2 - 30201100</b>								
	Radar Replacement Unit #701 (2) 1	\$ 2,500						
	Radar Replacement Unit #706		\$ 2,500					
	Fleet Vehicle Replacement Unit 706 - Patrol Deputy (V8 Charger)		\$ 54,000	\$ 43,000				
<b>TOTAL</b>		\$ 2,500	\$ 56,500	\$ 43,000	\$ -	\$ -	\$ -	\$ -

**Brazos County, Texas**  
**Capital Improvement Program FY 2017**

**Department:** Constable Pct. #2 **Project Manager:** Donald Lampo  
**Project Title:** Patrol Car #706 - Tahoe **Priority Number:** 1  
**Start Date:** **Projected End Date:**  
**Type of Project:** New \_\_\_\_\_ Replacement X Expansion \_\_\_\_\_ Renovation \_\_\_\_\_ Land \_\_\_\_\_

Previous Funding To-Date	Budget Year 1 FY 2016-17	Unappropriated Subsequent Years				Total Capital Cost
		Year 2 FY 2017-18	Year 3 FY 2018-19	Year 4 FY 2019-20	Year 5 FY 2020-21	
\$ -	\$ 43,000	\$ -	\$ -	\$ -	\$ -	\$ 43,000
<b>Description and Scope of Project</b>						
Projections for 2016-17 to replace a patrol car can vary from year to year. For the purpose of this request we will use last years prices which were approximately \$40,000. The equipment to outfit a new vehicle can vary, and is dependent upon whether or not old equipment can be utilized. The cost for last years equipment was approximately \$2,500. While I believe these are strong figures it is important to remember that they can fluctuate. <b>Would like to have an SUV type unit, due to the terrain Pct. #2 has.</b>						
<b>Purpose and Need Including Operating Efficiencies and Savings</b>						
I believe that there is a true need to replace this vehicle as it will be over 125,000 miles by the time that it is turned in. It has been my experience that as patrol cars get older and reach higher mileages, the cost to keep them operating efficiently increases. While a new vehicle does cost more upfront, it also includes a two year warranty, which virtually eliminates cost repair other than preventative maintenance.						
<b>History and Current Status</b>						
Repair cost on this unit for 2015-16 is \$ 2500. It is my belief that as this car continues to age that these repair cost will only increase.						
<b>Program Breakdown and Operating Budget Impact</b>						
Description/Basis for Estimate	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	
Patrol Vehicle Replacement	\$43,000					
<b>Total Capital Cost:</b>	\$43,000	\$0	\$0	\$0	\$0	
Staffing Expense						
Supplies and Maintenance Expense						
<b>Operating Costs:</b>	\$0	\$0	\$0	\$0	\$0	
<b>Total Program Cost:</b>	\$43,000	\$0	\$0	\$0	\$0	\$0
<b>This Section to Be Completed by Capital Improvement Committee Only</b>						
<b>Committee Notes:</b>			<b>Division</b>	<b>Account</b>	<b>Amount</b>	
			63000500	80890000	\$ 43,000.00	

**Completed by:** Donald Lampo  
**Department Name:** Constable Pct. #2 **Date:** 2/25/2016

**BRAZOS COUNTY, TEXAS**  
**FY 2017 REQUESTED CAPITAL IMPROVEMENT PLAN**

				5-Year Fiscal Year Project Funding Projection				
Department	Project Title	Approved FY 16	Requested 2016-17	Approved FY 17	2017-18	2018-19	2019-20	2020-21
Constable Pct. #3 - 30301100								
	Body Camera's (3 Full Time Deputies, <del>1 New Deputy</del> ) - 3	\$ 4,500						
	Vest (2 Full Time Deputies, <del>1 New Deputy</del> ) - 2	\$ 1,522						
	Radar ( <del>2</del> ) - 1	\$ 2,500						
	Vest (1 New Deputy)		\$ 761					
	Hand Held Radio (1 New Deputy)		\$ 6,129					
	Additional Vehicle - (New Patrol Deputy)		\$ 45,000	\$ 45,000				
	Taser (1 New Deputy)		\$ 1,025					
	Radar 1 (New Deputy)		\$ 2,400					
	Body Camera (1 New Deputy)		\$ 964					
TOTAL		\$ 8,522	\$ 56,279	\$ 45,000	\$ -	\$ -	\$ -	\$ -



**Brazos County, Texas  
Capital Improvement Program FY 2017**

**Department:** Constable's Office Pct 3 **Project Manager:** JP Ingram  
**Project Title:** Patrol Vehicle **Priority Number:** \_\_\_\_\_  
**Start Date:** \_\_\_\_\_ **Projected End Date:** \_\_\_\_\_  
**Type of Project:** New ☒ Replacement \_\_\_\_\_ Expansion \_\_\_\_\_ Renovation \_\_\_\_\_ Land \_\_\_\_\_

Previous Funding To-Date	Budget Year 1 FY 2016-17	Unappropriated Subsequent Years				Total Capital Cost
		Year 2 FY 2017-18	Year 3 FY 2018-19	Year 4 FY 2019-20	Year 5 FY 2020-21	
\$ -	\$ 45,000	\$ -	\$ -	\$ -	\$ -	\$ 45,000
<b>Description and Scope of Project</b>						
This project is to add a new police package Dodge Charger to the 2016-2017 fleet. The project will encompass all the equipment necessary to out such a vehicle.						
<b>Purpose and Need Including Operating Efficiencies and Savings</b>						
The vehicle will not be replacing any vehicles in the fleet at this time. The time frame for said project is contingent on a Deputy position being approved by commissioner's court.						
<b>History and Current Status</b>						
<b>Program Breakdown and Operating Budget Impact</b>						
Description/Basis for Estimate	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	
2016-2017 Dodge Charger	\$45,000					
<b>Total Capital Cost:</b>	\$45,000	\$0	\$0	\$0	\$0	
Staffing Expense						
Supplies and Maintenance Expense						
<b>Operating Costs:</b>	\$0	\$0	\$0	\$0	\$0	
<b>Total Program Cost:</b>	\$45,000	\$0	\$0	\$0	\$0	
<b>This Section to Be Completed by Capital Improvement Committee Only</b>						
<b>Committee Notes:</b>			<b>Division</b>	<b>Account</b>	<b>Amount</b>	
			63000500	80890000	\$ 45,000.00	

**Completed by:** JP Ingram  
**Department Name:** Constable's Office Pct 3 **Date:** 3/10/2016

**BRAZOS COUNTY, TEXAS**  
**FY 2017 REQUESTED CAPITAL IMPROVEMENT PLAN**

				5-Year Fiscal Year Project Funding Projection				
Department	Project Title	Approved FY 16	Requested 2016-17	Approved FY 17	2017-18	2018-19	2019-20	2020-21
<b>Constable Pct. #4 - 30401100</b>								
	Fleet Vehicle Replacement Unit #805 (V8 Dodge Charger)	\$ 43,000						
	Body Cameras (10) (8)	\$ 13,000						
	Fleet Vehicle Replacement Unit #806 (V8 Dodge Charger)		\$ 35,000					
	Radar - Unit 804 (Reserve Patrol Unit)		\$ 2,356					
	Additional Fleet Vehicle (V8 Dodge Charger) unit 804		\$ 45,000	\$ 43,000				
	Radar - Additional Unit		\$ 2,365					
<b>TOTAL</b>		\$ 56,000	\$ 84,721	\$ 43,000	\$ -	\$ -	\$ -	\$ -

**Brazos County, Texas**  
**Capital Improvement Program FY 2017**

<b>Department:</b>	Constable, Pct. 4	<b>Project Manager:</b>	Isaac Butler, Jr.
<b>Project Title:</b>	Replacement Dodge Charger	<b>Priority Number:</b>	1
<b>Start Date:</b>	10/1/2016	<b>Projected End Date:</b>	
<b>Type of Project:</b>	New _____ Replacement <u>X</u> Expansion _____ Renovation _____ Land _____		

Previous Funding To-Date	Budget Year 1 FY 2016-17	Unappropriated Subsequent Years				Total Capital Cost
		Year 2 FY 2017-18	Year 3 FY 2018-19	Year 4 FY 2019-20	Year 5 FY 2020-21	
\$ -	\$ 43,000	\$ -	\$ -	\$ -	\$ -	\$ 43,000

**Description and Scope of Project**

I am requesting a new Dodge Charger and all equipment. This new vehicle will replace our 2009 Dodge Charger and will be Unit 806.

**Purpose and Need Including Operating Efficiencies and Savings**

I am requesting a new Dodge Charger for Fiscal Year 2017 to replace our current 2009 Dodge Charger. A new patrol vehicle is needed to help the office run more efficiently with daily duties without the burden of repairs. A new Charger would be safer for the officer as well as others. The up-keep of the 2009 Charger will be costly as it gets older.

**History and Current Status**

The 2009 Dodge Charger is currently used as our Reserve patrol vehicle. It has had costly repairs and we will only incur more costly repairs as the vehicle gets older. Mileage on this vehicle near 100,000 miles.

**Program Breakdown and Operating Budget Impact**

Description/Basis for Estimate	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Replacement Vehicle	\$43,000				
<b>Total Capital Cost:</b>	\$43,000	\$0	\$0	\$0	\$0
Staffing Expense					
Supplies and Maintenance Expense					
<b>Operating Costs:</b>	\$0	\$0	\$0	\$0	\$0
<b>Total Program Cost:</b>	\$43,000	\$0	\$0	\$0	\$0

**This Section to Be Completed by Capital Improvement Committee Only**

Committee Notes:	Division	Account	Amount
	63000500	80890000	\$ 43,000.00

Completed by:	Kimberly Harris		
Department Name:	Constable, Pct. 4	Date:	3/17/2016

**BRAZOS COUNTY, TEXAS**  
**FY 2017 REQUESTED CAPITAL IMPROVEMENT PLAN**

				5-Year Fiscal Year Project Funding Projection				
Department	Project Title	Approved FY 16	Requested 2016-17	Approved FY 17	2017-18	2018-19	2019-20	2020-21
Juvenile Services - 31000100								
	Vehicle Replacement - (12 Passenger Van for a van)	\$ 31,000						
	Vehicle Replacement - (8 Passenger Van for a van)	\$ 23,000						
	Two-Way Radios	\$ 30,068						
	Cameras (32)	\$ 20,228						
	Architect Feasibility Study	\$ 15,000						
	Timekeeping PIPES (4)		\$ 2,390					
	Automatic Water Shutoff Valve (48 Rooms)		\$ 19,200					
	Security Cameras (15)		\$ 11,293					
	Double Convection Oven		\$ 4,998					
	Vehicle Replacement - (12 Passenger Van)		\$ 28,000					
	Repair Detention Door Frame/Door		\$ 1,575					
	Lexan (replace of glass) in Juvenile Detention Resident Doors		\$ 4,800					
	Food Freezer		\$ 65,000					
	Restraint Devices (26 Leg Irons, 28 Handcuffs, 26 Belts)		\$ 2,603					
	Ballistic Vest - 1		\$ 559					
	Seal & Re-stripe Gym Floor, Re-Stripe Outdoor Rec		\$ 5,000					
	Repair Gym Walls		\$ 5,000					
	Computer - JJAEP (4)		\$ 4,173					
	Fog Seal and Restriping of Parking Lots		\$ 10,000					
	Building - Juvenile Expansion		\$ 2,000,000	\$ 6,000,000				
TOTAL		\$ 119,296	\$ 2,164,591	\$ 6,000,000	\$ -	\$ -	\$ -	\$ -

**Brazos County, Texas**  
**Capital Improvement Program FY 2017**

**Department:** Juvenile Services **Project Manager:** Doug Vance  
**Project Title:** Building - Juvenile Expansion **Priority Number:** 5

**Start Date:**                      **Projected End Date:**                     

**Type of Project:** New Replacement Expansion X Renovation Land

Previous Funding To-Date	Budget Year 1 FY 2016-17	Unappropriated Subsequent Years				Total Capital Cost
		Year 2 FY 2017-18	Year 3 FY 2018-19	Year 4 FY 2019-20	Year 5 FY 2020-21	
\$ -	\$ 6,000,000	\$ -	\$ -	\$ -	\$ -	\$ 6,000,000

***Description and Scope of Project***

The Department is requesting an architect to plan, design the drawings and space within the site designated for an expansion to the current Juvenile Department complex. The facility currently has 48 beds and we are requesting an additional 48 pre-adjudication beds and 24 to 48 post-adjudication beds, as well as associated space for programming, storage, office, education, etc. Population projections from the Texas State Demographer predict a significant increase in not only the overall population for Brazos County, but also for youth between the ages of 10 and 17. Additionally, the Texas Legislature is considering raising the age of jurisdiction to 19, which would add 17 and 18 year olds to the juvenile justice system. A review of CY15 indicates that the Brazos County jail had 560 admissions of 17 -18 year olds and an additional eighty three (83) 17-18 year olds placed on adult probation. If this bill were to pass, the Juvenile Department would immediately be in non-compliance with TJJD standards as the current Department complex would be unable to house or provide services to these youth. Moreover, the department currently spends over one million dollars a year for residential placement. The addition of a 24 bed post-adjudication program would allow some youth to be served in the county, as opposed to paying for private placement outside of Brazos County. An expansion of this capacity would take approximately 2-3 years for completion. Phase one of this proposal was completed in FY2016 when the County requested a feasibility/cost analysis study.

***Purpose and Need Including Operating Efficiencies and Savings***

The Department is projecting an increase to the overall detention population in the next 4-5 years; which may exceed the capacity of the current detention facility of 48 pre-adjudication beds. A shortage of beds would mean Brazos County would have to pay other county detention centers to house Brazos County juvenile offenders. The anticipation of handling 17 and 18 year olds in the juvenile justice system is expected to increase the number of out of home residential placements; with an increase in residential placement costs.

***History and Current Status***

The current juvenile detention center holds 48 total beds. Brazos County does not currently have a post-adjudication facility, causing youth to be sent out of the county for court ordered secure and non-secure residential placements for treatment purposes at a cost of 1.5 million dollars annually. The Detention population ADP has continued to climb annually; it is estimated in 3-5 years the detention population will exceed capacity. In addition, there is a strong possibility the age of jurisdiction will be raised from 17 to 19 years of age. An architect to begin the design phase of a new Juvenile Justice complex including all its programmatic components is needed to stay ahead of the growing number of youth and families Brazos County has to service.

***Program Breakdown and Operating Budget Impact***

Description/Basis for Estimate	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Expansion	\$6,000,000				
<b>Total Capital Cost:</b>	\$6,000,000	\$0	\$0	\$0	\$0
Staffing Expense					
Supplies and Maintenance Expense					
<b>Operating Costs:</b>	\$0	\$0	\$0	\$0	\$0
<b>Total Program Cost:</b>	\$6,000,000	\$0	\$0	\$0	\$0

***This Section to Be Completed by Capital Improvement Committee Only***

Committee Notes:	Division	Account	Amount
	63000500	80100000	\$ 6,000,000.00

**Completed by:** Doug Vance

**Department Name:** Juvenile Services

**Date:** 3/18/2016

**BRAZOS COUNTY, TEXAS**  
**FY 2017 REQUESTED CAPITAL IMPROVEMENT PLAN**

				5-Year Fiscal Year Project Funding Projection				
Department	Project Title	Approved FY 16	Requested 2016-17	Approved FY 17	2017-18	2018-19	2019-20	2020-21
<b>Emergency Management - 35500100</b>								
	Radios - 170 Radios for FY 16 (400 Radios total)	\$ 487,667						
	BVWACS Replacement Program (Capital Improvements)	\$ 50,830	\$ 51,415		\$ 60,000	\$ 60,000		
	Emergency Notification System		\$ 50,000	\$ 50,000				
	CEOC Technology Updates		\$ 36,891					
	Radios - 110 Radios for FY 17 (400 Radios total)		\$ 434,000					
	Construction of Carport for Asset Storage/Protection		\$ 17,175					
	Uninterruptable Power Supply							
<b>TOTAL</b>		\$ 538,497	\$ 589,481	\$ 50,000	\$ 60,000	\$ 60,000	\$ -	\$ -

**Brazos County, Texas**  
**Capital Improvement Program FY 2017**

**Department:** Emergency Management **Project Manager:** Michele Meade  
**Project Title:** Agency Notification System **Priority Number:** 2  
**Start Date:** 10/1/2016 **Projected End Date:** 9/30/2017  
**Type of Project:** New \_\_\_\_\_ Replacement X Expansion \_\_\_\_\_ Renovation \_\_\_\_\_ Land \_\_\_\_\_

Previous Funding To-Date	Budget Year 1 FY 2016-17	Unappropriated Subsequent Years				Total Capital Cost
		Year 2 FY 2017-18	Year 3 FY 2018-19	Year 4 FY 2019-20	Year 5 FY 2020-21	
\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ 50,000

**Description and Scope of Project**

The current Emergency Notification System (ENS) is comprised of two products offered by Airbus DS Communications. Communicator NXT! Is a product that allows for rapid dissemination of information (through phone calls, text messages, and emails) to partners in the emergency response community. VESTA Alert is a product that allows for geo-specific alerts to be generated through map data provided by GIS partners, and location based alerting through the Integrated Public Alert and Warning System (IPAWS) maintained by FEMA. These products are currently being utilized by Brazos County, as well as Burleson County, City of Bryan, City of College Station, Texas A&M University, and Texas Task Force 1.

**Purpose and Need Including Operating Efficiencies and Savings**

The Emergency Notification System is one of the primary systems used to deliver emergency messaging/information to the residents and businesses served by our System. It is incumbent upon our jurisdictions to research improvements that have been made or are going to be made by the industry now and in the near future as well as looking at deficiencies and shortcomings that have been identified with the existing System and current technology. It is critically important in maintaining efficiency of delivery of emergency messaging and improving our warning and emergency information delivery systems to look at all the components that make up the system as well as the redundant methods by which to deliver information, so that when public safety information needs to be delivered, our combined systems can reach as many of our residents and businesses as possible.

**History and Current Status**

The current Emergency Notification System has been in use in Brazos County since 2003. In the past, Brazos County has been able to replace and upgrade the locally owned and maintained system using Homeland Security Grant Programs funds. Due to the loss of access to those funds for the purpose of replacing aging technology, the locally owned equipment was taken out of service in 2015, and replaced with a hosted solution provided by Airbus DS Communications.

**Program Breakdown and Operating Budget Impact**

Description/Basis for Estimate	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Service fees	\$50,000				
<b>Total Capital Cost:</b>	\$50,000	\$0	\$0	\$0	\$0
Staffing Expense					
Supplies and Maintenance Expense		\$35,000	\$35,000	\$35,000	\$35,000
<b>Operating Costs:</b>	\$0	\$35,000	\$35,000	\$35,000	\$35,000
<b>Total Program Cost:</b>	\$50,000	\$35,000	\$35,000	\$35,000	\$35,000

**This Section to Be Completed by Capital Improvement Committee Only**

Committee Notes:	Division	Account	Amount
	63000500	80211000	\$ 50,000.00

**Completed by:** Christopher Martin **Date:** 3/18/2016  
**Department Name:** Emergency Management

**BRAZOS COUNTY, TEXAS**  
**FY 2017 REQUESTED CAPITAL IMPROVEMENT PLAN**

				5-Year Fiscal Year Project Funding Projection				
Department	Project Title	Approved FY 16	Requested 2016-17	Approved FY 17	2017-18	2018-19	2019-20	2020-21
Expo Center - 36000100								
	Replace 2007 Chevrolet 2500 Silverado Crew Cab Work Pickup		\$ 29,320	\$ 29,320				
	Repair Expo Parking Lots		\$ 240,000					
	Safety Work Platform Attachment to use on the Telehandler		\$ 767					
TOTAL		\$ -	\$ 270,087	\$ 29,320	\$ -	\$ -	\$ -	\$ -



**Brazos County, Texas**  
**Capital Improvement Program FY 2017**

<b>Department:</b>	Exposition Complex	<b>Project Manager:</b>	Tom Quarles
<b>Project Title:</b>	Replace 2007 Chevrolet 2500 Silverado Crew Cab Work Pickup	<b>Priority Number:</b>	3
<b>Start Date:</b>	10/1/2016	<b>Projected End Date:</b>	12/1/2016
<b>Type of Project:</b>	New _____ Replacement <u>X</u> Expansion _____ Renovation _____ Land _____		

Previous Funding To-Date	Budget Year 1 FY 2016-17	Unappropriated Subsequent Years				Total Capital Cost
		Year 2 FY 2017-18	Year 3 FY 2018-19	Year 4 FY 2019-20	Year 5 FY 2020-21	
\$ -	\$ 29,320	\$ -	\$ -	\$ -	\$ -	\$ 29,320

**Description and Scope of Project**

Replace 2007 Chevrolet 2500 Silverado Crew Cab Work Pickup. The truck being replaced has 112,000 miles on it as of February 5, 2016. It has had several repair issues including transmission problems that Ken Chadwick, Road & Bridge, is very aware of. Mechanical issues can be documented if needed. Can be purchased with state contract pricing.

**Purpose and Need Including Operating Efficiencies and Savings**

Pickup needed for a wide variety of work at the Complex. Used to pull trailers, haul equipment, set up events, manage events, tear down events, clean up facilities, etc. Assigned to an employee that is on call 24-7 and works various days, nights, weekends and holidays. Work schedule is subject to facility event schedule and all needs that arise, including emergencies, problems, and issues that happen before, during and after events. This would be a state contract Buy Board purchase.

**History and Current Status**

**Program Breakdown and Operating Budget Impact**

Description/Basis for Estimate	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Truck	\$29,320				
<b>Total Capital Cost:</b>	\$29,320	\$0	\$0	\$0	\$0
Staffing Expense					
Supplies and Maintenance Expense					
<b>Operating Costs:</b>	\$0	\$0	\$0	\$0	\$0
<b>Total Program Cost:</b>	\$29,320	\$0	\$0	\$0	\$0

**This Section to Be Completed by Capital Improvement Committee Only**

Committee Notes:	Division	Account	Amount
	63000500	80890000	\$ 29,320.00

Completed by:	Tom Quarles		
Department Name:	Exposition Complex	Date:	2/12/2016

**BRAZOS COUNTY, TEXAS**  
**FY 2017 REQUESTED CAPITAL IMPROVEMENT PLAN**

				5-Year Fiscal Year Project Funding Projection				
Department	Project Title	Approved FY 16	Requested 2016-17	Approved FY 17	2017-18	2018-19	2019-20	2020-21
Road & Bridge Equipment - 56001000								
	Land - Citizen Collection Site/Land for Stock Yard	\$ 81,000	\$ 81,000	\$ 81,000				
	Roads	\$ 4,000,000	\$ 4,000,000	\$ 6,200,000				
	Green Prairie Trail	\$ 1,000,000						
	Asphalt Distributor Truck	\$ 199,472						
	Chip Spreader (Replacement) - Lease or Full Purchase *	\$ 262,150						
	18 Yard End Dump Trailer - Replacement	\$ 37,450						
	Vertical Tanks for Asphalt Emulsion Storage	\$ 201,150						
	6 Yard Dump Truck (1)	\$ 85,132						
	Capable Computers with Dual Monitors (4)	\$ 12,000						
	Dual Monitors (3)	\$ 2,100						
	Computer Tablet w/ WiFi (1)	\$ 1,600						
	RM300 Asphalt Reclaimer - 5 of 5 Lease Payment		\$ 58,927		\$ 112,000			
	Pnuematic Roller - 3 of 3 Lease Payment		\$ 16,234		\$ 36,800			
	4x4 Back Hoe - 3 of 3 Lease Payment		\$ 18,265		\$ 51,120			
	Pad Foot Roller - 3 of 3 Lease Payment		\$ 35,603		\$ 53,600			
	Smooth Drum Roller - 3 of 3 Lease Payment		\$ 31,361		\$ 51,120			
	Fleet Vehicle Replacement - Pickup Truck w/ Equipment - Unit #RB504 (1/2 Ton 2wd)		\$ 25,353	\$ 25,353				

**BRAZOS COUNTY, TEXAS**  
**FY 2017 REQUESTED CAPITAL IMPROVEMENT PLAN**

				5-Year Fiscal Year Project Funding Projection				
Department	Project Title	Approved FY 16	Requested 2016-17	Approved FY 17	2017-18	2018-19	2019-20	2020-21
Road & Bridge Equipment - 56001000								
	Fleet Vehicle Replacement - Pickup Truck w/ Equipment - Unit #RB581 (1/2 Ton 2wd)		\$ 25,353	\$ 25,353				
	Fleet Vehicle Replacement - Pickup Truck w/ Equipment - Unit #RB577 (3/4 Ton 4wd)		\$ 35,045	\$ 35,045				
	Truck Tractor w/PTO and Wet Kit - Replace Unit RB678		\$ 178,000	\$ 178,000				
	55 Ton Low Boy Trailer w/ Detachable Neck - Replace Unit RB708		\$ 91,378	\$ 91,378				
	14 Yard Dump Truck w/ Equipment - Addition to Fleet		\$ 149,700	\$ 149,700				
	Traffic Counting Equipment Replacement (2)		\$ 3,100					
	Autocad Civil Engineering Software		\$ 6,800					
	Fleet Vehicle Replacement - Pickup Truck w/ Equipment - Unit #RB582 (3/4 Ton 4wd)		\$ 35,045	\$ 35,045				
	6 Yard Dump Truck - Replace Unit RB624		\$ 88,877	\$ 88,877				
	Motorgrader - Replacement		\$ 277,397					
	D5 Dozer - Replacement		\$ 134,178					
	18 Yard End Dump Trailer - Replacement		\$ 40,000					
	Equipment Shed - Additional		\$ 168,035					
	Motorgrader - Replacement		\$ 277,397					
	Material Yard Lighting		\$ 25,000					
Yard Perimeter Fencing		\$ 55,000						
TOTAL		\$ 5,882,054	\$ 5,857,048	\$ 6,909,751	\$ 304,640	\$ -	\$ -	\$ -

**Brazos County, Texas**  
**Capital Improvement Program FY 2017**

<b>Department:</b>	Road and Bridge	<b>Project Manager:</b>	Alan Munger / Gary Arnold
<b>Project Title:</b>	Land	<b>Priority Number:</b>	1
<b>Start Date:</b>		<b>Projected End Date:</b>	
<b>Type of Project:</b>	New <input type="checkbox"/> Replacement <input type="checkbox"/> Expansion <input type="checkbox"/> Renovation <input type="checkbox"/> Land <input checked="" type="checkbox"/>		

Previous Funding To-Date	Budget Year 1 FY 2016-17	Unappropriated Subsequent Years				Total Capital Cost
		Year 2 FY 2017-18	Year 3 FY 2018-19	Year 4 FY 2019-20	Year 5 FY 2020-21	
\$ 234,192	\$ 81,000		\$ -	\$ -	\$ -	\$ 315,192

**Option and Scope of Project** Collection

To purchase land for Citizen Collection site.

**Purpose and Need Including Operating Efficiencies and Savings**

To provide the County with a permanent solution instead of leasing the sites.

**History and Current Status**

Land has been purchase, now preparing the property for Citizen Collection Site in Pct. #2.

**Program Breakdown and Operating Budget Impact**

Description/Basis for Estimate	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Land and Improvements	\$81,000				
<b>Total Capital Cost:</b>	\$81,000	\$0	\$0	\$0	\$0
Staffing Expense					
Supplies and Maintenance Expense					
<b>Operating Costs:</b>	\$0	\$0	\$0	\$0	\$0
<b>Total Program Cost:</b>	\$81,000	\$0	\$0	\$0	\$0

**This Section to Be Completed by Capital Improvement Committee Only**

Committee Notes:	Division	Account	Amount
	63000500	80440000	\$ 81,000.00

Completed by:	Alan Munger		
Department Name:	Road and Bridge	Date:	8/18/2016

**Brazos County, Texas**  
**Capital Improvement Program FY 2017**

<b>Department:</b>	Road and Bridge	<b>Project Manager:</b>	Alan Munger
<b>Project Title:</b>	Roads	<b>Priority Number:</b>	1
<b>Start Date:</b>		<b>Projected End Date:</b>	
<b>Type of Project:</b>	New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Expansion <input type="checkbox"/> Renovation <input type="checkbox"/> Land <input type="checkbox"/>		

Previous Funding To-Date	Budget Year 1 FY 2016-17	Unappropriated Subsequent Years				Total Capital Cost
		Year 2 FY 2017-18	Year 3 FY 2018-19	Year 4 FY 2019-20	Year 5 FY 2020-21	
	\$ 4,000,000		\$ -	\$ -	\$ -	\$ 4,000,000

**Option and Scope of Project** Colle

Due to the oil field traffic, County roads are being torn up. This will help with unforeseen expenses.

**Purpose and Need Including Operating Efficiencies and Savings**

To keep roads safe for citizens.

**History and Current Status**

Oil field traffic has increase in the past couple of years. Due to this flow, County roads are being torn up.

**Program Breakdown and Operating Budget Impact**

Description/Basis for Estimate	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Roads	\$4,000,000				
<b>Total Capital Cost:</b>	\$4,000,000	\$0	\$0	\$0	\$0
Staffing Expense					
Supplies and Maintenance Expense					
<b>Operating Costs:</b>	\$0	\$0	\$0	\$0	\$0
<b>Total Program Cost:</b>	\$4,000,000	\$0	\$0	\$0	\$0

**This Section to Be Completed by Capital Improvement Committee Only**

Committee Notes:	Division	Account	Amount
	63000500	80715000	\$ 4,000,000.00

Completed by:	Alan Munger		
Department Name:	Road and Bridge	Date:	8/18/2016

**Brazos County, Texas**  
**Capital Improvement Program FY 2017**

<b>Department:</b>	Road and Bridge	<b>Project Manager:</b>	Ken Chadwick
<b>Project Title:</b>	Pickup Truck - 1/2 ton 2wd	<b>Priority Number:</b>	1
<b>Start Date:</b>		<b>Projected End Date:</b>	
<b>Type of Project:</b>	New _____ Replacement <u>X</u> Expansion _____ Renovation _____ Land _____		

Previous Funding To-Date	Budget Year 1 FY 2016-17	Unappropriated Subsequent Years				Total Capital Cost
		Year 2 FY 2017-18	Year 3 FY 2018-19	Year 4 FY 2019-20	Year 5 FY 2020-21	
\$ -	\$ 25,353	\$ -	\$ -	\$ -	\$ -	\$ 25,353

**Description and Scope of Project**

This request is for the purchase of a 1/2 ton 2wd pick-up truck with a tool box, headache rack, grille guard and 2 way radio. This Truck would replace Truck# RB504 which has over 170,000 miles.

**Purpose and Need Including Operating Efficiencies and Savings**

These trucks are utilized daily to transport workers and tools to project locations. They are also used for road inspections during routine and emergency events (related to flooding, storms, downed trees, damaged roadways). The existing light duty trucks which the proposed trucks would replace will have over 170,000 miles. It is not cost efficient to maintain vehicles with these kind of mileages due to the nature and quantity of vehicle failures. Man hours expended in keeping up with the frequent repairs may require additional personnel if equipment is not replaced. By replacing these vehicles you allow man hours to be utilized for maintenance of more vehicles and continued quality service without down time. We want to avoid costly drive train repairs which can run into thousands of dollars and we can get a better return of the used vehicles at auction.

**History and Current Status**

Some of the vehicles we would be replacing are 12 years old and some of the electronic components can only be replaced with used parts due to the fact that the manufacturer has stopped building or rebuilding certain electronic components, (speedometers, ECMs, BCMs, etc.). We have at least 6 trucks with over 150,000 miles with the total cost of repairs to date at \$17421.

**Program Breakdown and Operating Budget Impact**

Description/Basis for Estimate	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Pickup Truck	\$25,353				
<b>Total Capital Cost:</b>	\$25,353	\$0	\$0	\$0	\$0
Staffing Expense					
Supplies and Maintenance Expense					
<b>Operating Costs:</b>	\$0	\$0	\$0	\$0	\$0
<b>Total Program Cost:</b>	\$25,353	\$0	\$0	\$0	\$0

**This Section to Be Completed by Capital Improvement Committee Only**

Committee Notes:	Division	Account	Amount
	63000500	80890000	\$ 25,353.00

Completed by:	Ken Chadwick		
Department Name:	Road and Bridge	Date:	3/8/2016

**Brazos County, Texas**  
**Capital Improvement Program FY 2017**

<b>Department:</b>	Road and Bridge	<b>Project Manager:</b>	Ken Chadwick
<b>Project Title:</b>	Pickup Truck - 1/2 ton 2wd	<b>Priority Number:</b>	1
<b>Start Date:</b>		<b>Projected End Date:</b>	
<b>Type of Project:</b>	New _____ Replacement <u>  x  </u> Expansion _____ Renovation _____ Land _____		

Previous Funding To-Date	Budget Year 1 FY 2016-17	Unappropriated Subsequent Years				Total Capital Cost
		Year 2 FY 2017-18	Year 3 FY 2018-19	Year 4 FY 2019-20	Year 5 FY 2020-21	
\$ -	\$ 25,353	\$ -	\$ -	\$ -	\$ -	\$ 25,353

**Description and Scope of Project**

This request is for the purchase of a 1/2 ton 2wd pick-up truck with a tool box, headache rack, grille guard and 2 way radio. This Truck would replace Truck# RB581 which has over 170,000 miles.

**Purpose and Need Including Operating Efficiencies and Savings**

These trucks are utilized daily to transport workers and tools to project locations. They are also used for road inspections during routine and emergency events (related to flooding, storms, downed trees, damaged roadways). The existing light duty trucks which the proposed trucks would replace will have over 170,000 miles. It is not cost efficient to maintain vehicles with these kind of mileages due to the nature and quantity of vehicle failures. Man hours expended in keeping up with the frequent repairs may require additional personnel if equipment is not replaced. By replacing these vehicles you allow man hours to be utilized for maintenance of more vehicles and continued quality service without down time. We want to avoid costly drive train repairs which can run into thousands of dollars and we can get a better return of the used vehicles at auction.

**History and Current Status**

Some of the vehicles we would be replacing are 12 years old and some of the electronic components can only be replaced with used parts due to the fact that the manufacturer has stopped building or rebuilding certain electronic components, (speedometers, ECMs, BCMs, etc.). We have at least 6 trucks with over 150,000 miles with the total cost of repairs to date at \$17421.

**Program Breakdown and Operating Budget Impact**

Description/Basis for Estimate	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Pickup Truck	\$25,353				
<b>Total Capital Cost:</b>	\$25,353	\$0	\$0	\$0	\$0
Staffing Expense					
Supplies and Maintenance Expense					
<b>Operating Costs:</b>	\$0	\$0	\$0	\$0	\$0
<b>Total Program Cost:</b>	\$25,353	\$0	\$0	\$0	\$0

**This Section to Be Completed by Capital Improvement Committee Only**

Committee Notes:	Division	Account	Amount
	63000500	80890000	\$ 25,353.00

Completed by:	Ken Chadwick		
Department Name:	Road and Bridge	Date:	

**Brazos County, Texas**  
**Capital Improvement Program FY 2017**

<b>Department:</b>	Road and Bridge	<b>Project Manager:</b>	Ken Chadwick
<b>Project Title:</b>	Pickup Truck - 3/4 ton 4wd	<b>Priority Number:</b>	1
<b>Start Date:</b>		<b>Projected End Date:</b>	
<b>Type of Project:</b>	New _____ Replacement <u>  x  </u> Expansion _____ Renovation _____ Land _____		

Previous Funding To-Date	Budget Year 1 FY 2016-17	Unappropriated Subsequent Years				Total Capital Cost
		Year 2 FY 2017-18	Year 3 FY 2018-19	Year 4 FY 2019-20	Year 5 FY 2020-21	
\$ -	\$ 35,045	\$ -	\$ -	\$ -	\$ -	\$ 35,045

**Description and Scope of Project**

This request is for the purchase of a 3/4 ton 2wd pick-up truck with a tool box, headache rack, grille guard and 2 way radio. This Truck would replace Truck# RB577 which has over 170,000 miles.

**Purpose and Need Including Operating Efficiencies and Savings**

These trucks are utilized daily to transport workers and tools to project locations. They are also used for road inspections during routine and emergency events (related to flooding, storms, downed trees, damaged roadways). The existing light duty trucks which the proposed trucks would replace will have over 170,000 miles. It is not cost efficient to maintain vehicles with these kind of mileages due to the nature and quantity of vehicle failures. Man hours expended in keeping up with the frequent repairs may require additional personnel if equipment is not replaced. By replacing these vehicles you allow man hours to be utilized for maintenance of more vehicles and continued quality service without down time. We want to avoid costly drive train repairs which can run into thousands of dollars and we can get a better return of the used vehicles at auction.

**History and Current Status**

Some of the vehicles we would be replacing are 12 years old and some of the electronic components can only be replaced with used parts due to the fact that the manufacturer has stopped building or rebuilding certain electronic components, (speedometers, ECMs, BCMs, etc.). We have at least 6 trucks with over 150,000 miles with the total cost of repairs to date at \$17421.

**Program Breakdown and Operating Budget Impact**

Description/Basis for Estimate	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Pickup Truck	\$35,045				
<b>Total Capital Cost:</b>	\$35,045	\$0	\$0	\$0	\$0
Staffing Expense					
Supplies and Maintenance Expense					
<b>Operating Costs:</b>	\$0	\$0	\$0	\$0	\$0
<b>Total Program Cost:</b>	\$35,045	\$0	\$0	\$0	\$0

**This Section to Be Completed by Capital Improvement Committee Only**

Committee Notes:	Division	Account	Amount
	63000500	80890000	\$ 35,045.00

Completed by:	Ken Chadwick		
Department Name:	Road and Bridge	Date:	



**Brazos County, Texas**  
**Capital Improvement Program FY 2017**

<b>Department:</b>	Road and Bridge	<b>Project Manager:</b>	Ken Chadwick
<b>Project Title:</b>	Truck Tractor w/PTO and wet kit	<b>Priority Number:</b>	1
<b>Start Date:</b>		<b>Projected End Date:</b>	
<b>Type of Project:</b>	New _____ Replacement <u>  X  </u> Expansion _____ Renovation _____ Land _____		

Previous Funding To-Date	Budget Year 1 FY 2016-17	Unappropriated Subsequent Years				Total Capital Cost
		Year 2 FY 2017-18	Year 3 FY 2018-19	Year 4 FY 2019-20	Year 5 FY 2020-21	
\$ -	\$ 178,000	\$ -	\$ -	\$ -	\$ -	\$ 178,000

**Description and Scope of Project**

This request is for funding of a truck tractor with winch, wet kit and 2-way radio to replace an ageing haul truck that is being used in the fleet now. This truck would replace truck# RB678

**Purpose and Need Including Operating Efficiencies and Savings**

The haul truck that this unit would replace is now twenty five years old and is in poor condition mechanically and in appearance. This unit has over 213,000 miles. When ever it goes out to perform any type of work it comes back into the shop for some kind of repair. Due its age its getting harder to find some obsolete parts. Our tractors are backbone of moving equipment from site to site in a quick, efficient manner. Without reliability of tractor, department would suffer from losses of productivity.

**History and Current Status**

This is the last of our old tractor trucks and it does get used quite often but we have tried to slow its use just because of failures that happen on the road which causes us to have to make repairs in traffic just to clear the road. This is not something you want to do with a loaded 18 wheeler.

**Program Breakdown and Operating Budget Impact**

Description/Basis for Estimate	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Truck Tractor w/PTO & Wet Kit	\$178,000				
<b>Total Capital Cost:</b>	\$178,000	\$0	\$0	\$0	\$0
Staffing Expense					
Supplies and Maintenance Expense					
<b>Operating Costs:</b>	\$0	\$0	\$0	\$0	\$0
<b>Total Program Cost:</b>	\$178,000	\$0	\$0	\$0	\$0

**This Section to Be Completed by Capital Improvement Committee Only**

Committee Notes:	Division	Account	Amount
	63000500	802890000	\$ 178,000.00

Completed by:	Ken Chadwick		
Department Name:	Road and Bridge	Date:	2/24/2016

**Brazos County, Texas**  
**Capital Improvement Program FY 2017**

<b>Department:</b>	Road and Bridge	<b>Project Manager:</b>	Ken Chadwick
<b>Project Title:</b>	55 Ton Low Boy Trailer w/ Detachable Neck	<b>Priority Number:</b>	1
<b>Start Date:</b>		<b>Projected End Date:</b>	
<b>Type of Project:</b>	New _____ Replacement <u>X</u> Expansion _____ Renovation _____ Land _____		

Previous Funding To-Date	Budget Year 1 FY 2016-17	Unappropriated Subsequent Years				Total Capital Cost
		Year 2 FY 2017-18	Year 3 FY 2018-19	Year 4 FY 2019-20	Year 5 FY 2020-21	
\$ -	\$ 91,378	\$ -	\$ -	\$ -	\$ -	\$ 91,378

**Description and Scope of Project**

This request is for the funding of a fifty five ton lowboy trailer with a detachable neck to replace an ageing trailer that is being used in the fleet now. This trailer would replace RB708.

**Purpose and Need Including Operating Efficiencies and Savings**

The trailer that would be replaced is twenty five years old. The equipment being used to support the type of work being done at Road and Bridge has out grown this trailer. We are hauling larger and heavier equipment than in the past years. Our newest trailer is over weight and not heavy enough to handle moving some of our latest equipment. The "well" on this older trailer is not long enough to haul some of the newer equipment. Our tractor/trailer combinations are backbone of moving equipment from site to site in a quick, efficient manner. Without reliability of tractor/trailer combo, department would suffer from losses of productivity.

**History and Current Status**

The trailer we are trying to replace is a 1987 folding neck type trailer. The pins on the folding neck will need replaced in the near future. This will involve machining, welding and fitting all new bushings at a cost of nearly \$5000.00. It would also need to be redecked which would cost another \$2800.00. Because of the extent of the repairs, size of the trailer and its age, its hardly feasible to spend the money.

**Program Breakdown and Operating Budget Impact**

Description/Basis for Estimate	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Trailer	\$91,378				
<b>Total Capital Cost:</b>	\$91,378	\$0	\$0	\$0	\$0
Staffing Expense					
Supplies and Maintenance Expense					
<b>Operating Costs:</b>	\$0	\$0	\$0	\$0	\$0
<b>Total Program Cost:</b>	\$91,378	\$0	\$0	\$0	\$0

**This Section to Be Completed by Capital Improvement Committee Only**

Committee Notes:	Division	Account	Amount
	63000500	80289000	\$ 91,378.00

Completed by:	Ken Chadwick		
Department Name:	Road and Bridge	Date:	2/24/2016

**Brazos County, Texas  
Capital Improvement Program FY 2017**

<b>Department:</b>	Road and Bridge	<b>Project Manager:</b>	Ken Chadwick
<b>Project Title:</b>	14 Yard Dump Truck	<b>Priority Number:</b>	1
<b>Start Date:</b>		<b>Projected End Date:</b>	
<b>Type of Project:</b>	New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Expansion <input type="checkbox"/> Renovation <input type="checkbox"/> Land <input type="checkbox"/>		

Previous Funding To-Date	Budget Year 1 FY 2016-17	Unappropriated Subsequent Years				Total Capital Cost
		Year 2 FY 2017-18	Year 3 FY 2018-19	Year 4 FY 2019-20	Year 5 FY 2020-21	
\$ -	\$ 149,700	\$ -	\$ -	\$ -	\$ -	\$ 149,700

**Description and Scope of Project**

This request is for the purchase of a 14 yard dump truck with a 2-way radio and a chip spreader hitch. This would be an addition to the fleet.

**Purpose and Need Including Operating Efficiencies and Savings**

This truck can haul over twice the amount of product than the smaller 6 yard trucks. Instead of 2 drivers in 2 separate 6 yard trucks you save in the amount of trips to and from holding yards and you free up an operator. This increases department's efficiency on larger projects.

**History and Current Status**

We have 2) 14 yard trucks now that are over 16 years old and are starting to give lots of problems. 1 has had to have a \$7000 transmission put into it. They have over 120,000 miles, but we really can't afford to replace one of these because we need them.

**Program Breakdown and Operating Budget Impact**

Description/Basis for Estimate	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
14 Yard Dump Truck	\$149,700				
<b>Total Capital Cost:</b>	\$149,700	\$0	\$0	\$0	\$0
Staffing Expense					
Supplies and Maintenance Expense					
<b>Operating Costs:</b>	\$0	\$0	\$0	\$0	\$0
<b>Total Program Cost:</b>	\$149,700	\$0	\$0	\$0	\$0

**This Section to Be Completed by Capital Improvement Committee Only**

Committee Notes:	Division	Account	Amount
	63000500	80289000	\$ 149,700.00

Completed by:	Ken Chadwick		
Department Name:	Road and Bridge	Date:	2/24/2016

**Brazos County, Texas**  
**Capital Improvement Program FY 2017**

<b>Department:</b>	Road and Bridge	<b>Project Manager:</b>	Ken Chadwick
<b>Project Title:</b>	Pick up Truck - 3/4 ton 4wd	<b>Priority Number:</b>	1
<b>Start Date:</b>		<b>Projected End Date:</b>	
<b>Type of Project:</b>	New _____ Replacement <u>x</u> Expansion _____ Renovation _____ Land _____		

Previous Funding To-Date	Budget Year 1 FY 2016-17	Unappropriated Subsequent Years				Total Capital Cost
		Year 2 FY 2017-18	Year 3 FY 2018-19	Year 4 FY 2019-20	Year 5 FY 2020-21	
\$ -	\$ 35,045	\$ -	\$ -	\$ -	\$ -	\$ 35,045

**Description and Scope of Project**

This request is for the purchase of a 3/4 ton 4wd pick-up truck with a 105 gallon auxiliary fuel tank, auxiliary fuel pump and meter, headache rack, grille guard and 2 way radio. This truck would replace truck# RB582.

**Purpose and Need Including Operating Efficiencies and Savings**

These trucks are utilized daily to transport workers and tools to project locations. They are also used for road inspections during routine and emergency events (related to flooding, storms, downed trees, damaged roadways). The existing light duty trucks which the proposed trucks would replace will have over 150,000 miles. It is not cost efficient to maintain vehicles with these kind of mileages due to the nature and quantity of vehicle failures. Man hours expended in keeping up with the frequent repairs may require additional personnel if equipment is not replaced. By replacing these vehicles you allow man hours to be utilized for maintenance of more vehicles and continued quality service without down time. We want to avoid costly drive train repairs which can run into thousands of dollars and we can get a better return of the used vehicles at auction.

**History and Current Status**

Some of the vehicles we would be replacing are 12 years old and some of the electronic components can only be replaced with used parts due to the fact that the manufacturer has stopped building or rebuilding certain electronic components, (speedometers, ECMs, BCMs, etc.). We have at least 6 trucks with over 150,000 miles with the total cost of repairs to date at \$17421.

**Program Breakdown and Operating Budget Impact**

Description/Basis for Estimate	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Pickup	\$35,045				
<b>Total Capital Cost:</b>	\$35,045	\$0	\$0	\$0	\$0
Staffing Expense					
Supplies and Maintenance Expense					
<b>Operating Costs:</b>	\$0	\$0	\$0	\$0	\$0
<b>Total Program Cost:</b>	\$35,045	\$0	\$0	\$0	\$0

**This Section to Be Completed by Capital Improvement Committee Only**

Committee Notes:	Division	Account	Amount
	63000500	80890000	\$ 35,045.00

Completed by:	Ken Chadwick		
Department Name:	Road and Bridge	Date:	2/24/2016

**Brazos County, Texas  
Capital Improvement Program FY 2017**

<b>Department:</b>	Road and Bridge	<b>Project Manager:</b>	Ken Chadwick
<b>Project Title:</b>	6 Yard Dump Truck	<b>Priority Number:</b>	1
<b>Start Date:</b>		<b>Projected End Date:</b>	
<b>Type of Project:</b>	New _____ Replacement <u>X</u> Expansion _____ Renovation _____ Land _____		

Previous Funding To-Date	Budget Year 1 FY 2016-17	Unappropriated Subsequent Years				Total Capital Cost
		Year 2 FY 2017-18	Year 3 FY 2018-19	Year 4 FY 2019-20	Year 5 FY 2020-21	
\$ -	\$ 88,877	\$ -	\$ -	\$ -	\$ -	\$ 88,877

**Description and Scope of Project**

This request is for a six yard dump truck. This truck will require a 2- way radio and a chip spreader hitch which is included in this cost. This truck would replace truck# RB624.

**Purpose and Need Including Operating Efficiencies and Savings**

These small dump trucks are used for hauling material for road repair and maintenance projects. This request would replace some of the older trucks in the fleet with over 170,000 miles. These units are used in every aspect of road building and road maintenance and with these trucks being over 10 years old, combined with high mileage repairs are getting greater and greater each year. Replacing these units will save on down time and save money on the maintenance budget.

**History and Current Status**

**Program Breakdown and Operating Budget Impact**

Description/Basis for Estimate	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
6 Yard Dump Truck	\$88,877				
<b>Total Capital Cost:</b>	\$88,877	\$0	\$0	\$0	\$0
Staffing Expense					
Supplies and Maintenance Expense					
<b>Operating Costs:</b>	\$0	\$0	\$0	\$0	\$0
<b>Total Program Cost:</b>	\$88,877	\$0	\$0	\$0	\$0

**This Section to Be Completed by Capital Improvement Committee Only**

Committee Notes:	Division	Account	Amount
	63000500	80289000	\$ 88,877.00

Completed by:	Ken Chadwick		
Department Name:	Road and Bridge	Date:	2/24/2016

**BRAZOS COUNTY, TEXAS**  
**FY 2017 REQUESTED CAPITAL IMPROVEMENT PLAN**

				5-Year Fiscal Year Project Funding Projection				
Department	Project Title	Approved FY 16	Requested 2016-17	Approved FY 17	2017-18	2018-19	2019-20	2020-21
JP & Constable 1 Building - 63000200								
	Land	\$ 951,845	\$ 1,760,000	\$ 1,760,000				
TOTAL		\$ 951,845	\$ 1,760,000	\$ 1,760,000	\$ -	\$ -	\$ -	\$ -

**Brazos County, Texas  
Capital Improvement Program FY 2017**

<b>Department:</b>	Commissioners Court	<b>Project Manager:</b>	Gary Arnold
<b>Project Title:</b>	JP & Constable Pct. #1	<b>Priority Number:</b>	1
<b>Start Date:</b>	2015	<b>Projected End Date:</b>	2017
<b>Type of Project:</b>	New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Expansion <input type="checkbox"/> Renovation <input type="checkbox"/> Land <input checked="" type="checkbox"/>		

Previous Funding To-Date	Budget Year 1 FY 2016-17	Unappropriated Subsequent Years				Total Capital Cost
		Year 2 FY 2017-18	Year 3 FY 2018-19	Year 4 FY 2019-20	Year 5 FY 2020-21	
\$ 38,857	\$ 1,760,000	\$ -	\$ -	\$ -	\$ -	\$ 1,798,857

**Description and Scope of Project**

Construction of a Justice of the Peace and Constable building for Pct #1. Site improvements, engineering costs, and building and parking lot costs are all costs associated with this building project.

**Purpose and Need Including Operating Efficiencies and Savings**

Currently both the Justice of the Peace and the Constable are occupy rental space. The County would like to build a facility that will accommodate additional staff. Precinct #1 is the fastest growing precinct in the County with additional growth anticipated. Growth is expect well into the next 10 years. County would like to build a facility which is cost efficient and centrally located within the growth area.

**History and Current Status**

Site design work has commenced. Construction of the building is not expected to commence until FY 2017.

**Program Breakdown and Operating Budget Impact**

Description/Basis for Estimate	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Site design, Current Costs on Projects	\$1,760,000				
<b>Total Capital Cost:</b>	\$1,760,000	\$0	\$0	\$0	\$0
Staffing Expense					
Supplies and Maintenance Expense					
<b>Operating Costs:</b>	\$0	\$0	\$0	\$0	\$0
<b>Total Program Cost:</b>	\$1,760,000	\$0	\$0	\$0	\$0

**This Section to Be Completed by Capital Improvement Committee Only**

Committee Notes:	Division	Account	Amount
	63000200	80440000	\$ 1,760,000.00

Completed by:	Irene Jett		
Department Name:	Budget Office	Date:	8/18/2016

**BRAZOS COUNTY, TEXAS**  
**FY 2017 REQUESTED CAPITAL IMPROVEMENT PLAN**

				5-Year Fiscal Year Project Funding Projection				
Department	Project Title	Approved FY 16	Requested 2016-17	Approved FY 17	2017-18	2018-19	2019-20	2020-21
Building Renovations - Courthouse - 63000700								
	Courthouse Remodeling	\$ 3,308,628	\$ 2,606,000	\$ 2,606,000				
TOTAL		\$ 3,308,628	\$ 2,606,000	\$ 2,606,000	\$ -	\$ -	\$ -	\$ -



**Brazos County, Texas**  
**Capital Improvement Program FY 2017**

**Department:** Commissioners Court **Project Manager:** Gary Arnold  
**Project Title:** Courthouse Renovation Phase V **Priority Number:** 1  
**Start Date:** 2013 **Projected End Date:** 2017  
**Type of Project:** New \_\_\_\_\_ Replacement \_\_\_\_\_ Expansion \_\_\_\_\_ Renovation \_\_\_\_\_ Land \_\_\_\_\_

Previous Funding To-Date	Budget Year 1 FY 2016-17	Unappropriated Subsequent Years				Total Capital Cost
		Year 2 FY 2017-18	Year 3 FY 2018-19	Year 4 FY 2019-20	Year 5 FY 2020-21	
\$ 928,399	\$ 2,606,000	\$ -	\$ -	\$ -	\$ -	\$ 3,534,399
<b>Description and Scope of Project</b>						
Complete renovations to interior and exterior spaces not remodeled in the first four phases. Included in the renovation are upgrades to exterior lighting, replacement of vestibule doors and hardware. Complete fire sprinkler system, fire alarm system, HVAC upgrades and controls. Removal and replacement of all ceilings and abandoned plumbing. Replace old carpet in remaining spaces, repaint and reinsh walls, and wood trim. Replace benches in some courtrooms and jury boxes and witness stands. Replace some A/V system in some older courtrooms. Some old ceilings will be replaced using acoustical ceilings. In concourse area, strip and clean quarry tile floors, add new chair rail and base, repaint existing walls. Renovate existing men and women's public toilets. Replace existing roof system at 1954, four story building. Install new high fixtures on emergency power.						
<b>Purpose and Need Including Operating Efficiencies and Savings</b>						
The remaining spaces left to renovate are all part of the courthouse remodeling project designed to modernize the infrastructure and assist with reducing energy costs while modernizing old antiquated systems within the courthouse and on the exterior of the building as well.						
<b>History and Current Status</b>						
The renovation project started in FY 2009. This is Phase V of the remodeling project which is expected to be completed by 2017. The Clerks and County Attorney, District Attorney, District Judges, Justice of the Peace Pct #4 and Constable Pct #4, Associate Judges, Courthouse Security and Collections departments spaces have all been remodeled and the spaces are now occupied by the departments. The remainder of the project is to remodel some of the vacated offices and infrastructure both on the interior and exterior of the building.						
<b>Program Breakdown and Operating Budget Impact</b>						
<b>Description/Basis for Estimate</b>	<b>FY 2017</b>	<b>FY 2018</b>	<b>FY 2019</b>	<b>FY 2020</b>	<b>FY 2021</b>	
Funding available in Fund 4500	\$2,606,000					
Funding available in Fund 4315	\$2,760,235					
<b>Total Capital Cost:</b>	\$5,366,235	\$0	\$0	\$0	\$0	
Staffing Expense						
Supplies and Maintenance Expense						
<b>Operating Costs:</b>	\$0	\$0	\$0	\$0	\$0	
<b>Total Program Cost:</b>	\$5,366,235	\$0	\$0	\$0	\$0	
<b>This Section to Be Completed by Capital Improvement Committee Only</b>						
<b>Committee Notes:</b>			<b>Division</b>	<b>Account</b>	<b>Amount</b>	
			63000700	80101003	\$ 2,606,000.00	

**Completed by:** Irene Jett **Date:** 8/18/2016  
**Department Name:** Budget Office

**BRAZOS COUNTY, TEXAS**  
**FY 2017 REQUESTED CAPITAL IMPROVEMENT PLAN**

				5-Year Fiscal Year Project Funding Projection				
Department	Project Title	Approved FY 16	Requested 2016-17	Approved FY 17	2017-18	2018-19	2019-20	2020-21
<b>Building Renovations - Elections - 63210020</b>								
	Elections and Voting Remodel	\$ 700,000	\$ 950,000	\$ 950,000				
<b>TOTAL</b>		\$ 700,000	\$ 950,000	\$ 950,000	\$ -	\$ -	\$ -	\$ -

**Brazos County, Texas  
Capital Improvement Program FY 2017**

<b>Department:</b> Capital <b>Project Title:</b> Medical Clinic and Elections Admin. Renovations <b>Start Date:</b> 2/15/2017 <b>Type of Project:</b> New _____ Replacement _____ Expansion _____ Renovation <b>x</b> Land _____	<b>Project Manager:</b> Gary Arnold <b>Priority Number:</b> 1 <b>Projected End Date:</b> 9/1/2017
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------

Previous Funding To-Date	Budget Year 1 FY 2016-17	Unappropriated Subsequent Years				Total Capital Cost
		Year 2 FY 2017-18	Year 3 FY 2018-19	Year 4 FY 2019-20	Year 5 FY 2020-21	
\$ -	\$ 950,000	\$ -	\$ -	\$ -	\$ -	\$ 2,950,000

**Description and Scope of Project**

Renovating the old Tax Office Bldg. for medical clinic and elections and voter admin. utilizing existing facilities for extended life.

**Purpose and Need Including Operating Efficiencies and Savings**

Needed office space for two new depts.

**History and Current Status**

Project has been designed and bid, committee has selected contractor and contract has been signed. Waiting for start date

**Program Breakdown and Operating Budget Impact**

Description/Basis for Estimate	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Construction	\$950,000				
<b>Total Capital Cost:</b>	\$950,000	\$0	\$0	\$0	\$0
Staffing Expense					
Supplies and Maintenance Expense					
<b>Operating Costs:</b>	\$0	\$0	\$0	\$0	\$0
<b>Total Program Cost:</b>	\$950,000	\$0	\$0	\$0	\$0

**This Section to Be Completed by Capital Improvement Committee Only**

Committee Notes:	Division	Account	Amount
	632100200	80100000	\$ 950,000.00

<b>Completed by:</b> Gary Arnold <b>Department Name:</b> Capital	<b>Date:</b> 1/5/2017
---------------------------------------------------------------------	-----------------------

**BRAZOS COUNTY, TEXAS**  
**FY 2017 REQUESTED CAPITAL IMPROVEMENT PLAN**

				5-Year Fiscal Year Project Funding Projection					
Department	Project Title	Approved FY 16	Requested 2016-17	Approved FY 17	2017-18	2018-19	2019-20	2020-21	
Greens Prairie Trail - 63560100									
	Greens Prairie Trail		\$ 66,243	\$ 66,243					
TOTAL		\$ -	\$ 66,243	\$ 66,243	\$ -	\$ -	\$ -	\$ -	

**Brazos County, Texas**  
**Capital Improvement Program FY 2017**

<b>Department:</b>	Road & Bridge	<b>Project Manager:</b>	Alan Munger
<b>Project Title:</b>	Greens Prairie Trail Extension	<b>Priority Number:</b>	1
<b>Start Date:</b>	FY 2016	<b>Projected End Date:</b>	FY 2017
<b>Type of Project:</b>	New _____ Replacement _____ Expansion <u>  X  </u> Renovation _____ Land _____		

Previous Funding To-Date	Budget Year 1 FY 2016-17	Unappropriated Subsequent Years				Total Capital Cost
		Year 2 FY 2017-18	Year 3 FY 2018-19	Year 4 FY 2019-20	Year 5 FY 2020-21	
\$ 1,282,057	\$ 66,243	\$ -	\$ -	\$ -	\$ -	\$ 1,348,300

**Description and Scope of Project**

This project was designed and constructed in 2 phases after City of College Station annexation of a portion of the area in 2015. Phase 1 was construction of roadway and new at-grade RR crossing for Greens Prairie Trail from FM 2154 to I&GN Road. Phase 2 was design and preparation of construction plans for improvements to FM 2154 which include turn lanes in each direction. Plans were prepared for TxDOT who will oversee construction. Phase 2 should be complete by Summer 2017.

**Purpose and Need Including Operating Efficiencies and Savings**

Expansion of Union Pacific facility parallel to FM 2154 in the Wellborn area was going to cause future inconvenience and travel delays to Brazos County residents who had utilized Wade Road and Straub previous to UPRR planned expansion. In order to provide a more reliable route for residents - Brazos County and UPRR agreed to provide a crossing at the Greens Prairie Trail intersection (along with the permanent closure of Wade Road and Straub Road at-grade RR crossings).

**History and Current Status**

Phase 1 was completed and opened to traffic in October 2016. Phase 2 consultant engineer has open contract for the construction phase services which are ongoing within TxDOT ROW on FM 2154.

**Program Breakdown and Operating Budget Impact**

Description/Basis for Estimate	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Roads	\$66,243				
<b>Total Capital Cost:</b>	\$66,243	\$0	\$0	\$0	\$0
Staffing Expense					
Supplies and Maintenance Expense					
<b>Operating Costs:</b>	\$0	\$0	\$0	\$0	\$0
<b>Total Program Cost:</b>	\$66,243	\$0	\$0	\$0	\$0

**This Section to Be Completed by Capital Improvement Committee Only**

Committee Notes:	Division	Account	Amount
	63560100	80715000	\$ 66,243.00

Completed by:	Alan Munger		
Department Name:	Road & Bridge	Date:	1/12/2017

**BRAZOS COUNTY, TEXAS**  
**FY 2017 REQUESTED CAPITAL IMPROVEMENT PLAN**

				5-Year Fiscal Year Project Funding Projection				
Department	Project Title	Approved FY 16	Requested 2016-17	Approved FY 17	2017-18	2018-19	2019-20	2020-21
Equipment - Other (Commissioner's Court)								
	Equipment - Other	\$ 500,000	\$ 500,000	\$ 500,000				
TOTAL		\$ 500,000	\$ 500,000	\$ 500,000	\$ -	\$ -	\$ -	\$ -

**Brazos County, Texas**  
**Capital Improvement Program FY 2017**

**Department:** Commissioners Court **Project Manager:** Gary Arnold  
**Project Title:** Capital Improvement - Contingency **Priority Number:**  
**Start Date:** **Projected End Date:**  
**Type of Project:** New Replacement Expansion Renovation Land

Previous Funding To-Date	Budget Year 1 FY 2016-17	Unappropriated Subsequent Years				Total Capital Cost
		Year 2 FY 2017-18	Year 3 FY 2018-19	Year 4 FY 2019-20	Year 5 FY 2020-21	
\$ -	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ 500,000
<b>Description and Scope of Project</b>						
Items that will be purchases on a need/emergency basis during the fiscal year.						
<b>Purpose and Need Including Operating Efficiencies and Savings</b>						
During each fiscal year, emergencies arise. Patrol cars are beyond being operational or wrecked during that fiscal year. Capital equipment might need to be replaced.						
<b>History and Current Status</b>						
During FY 15, several projects were funded as a need basis.						
<b>Program Breakdown and Operating Budget Impact</b>						
Description/Basis for Estimate	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	
	\$500,000					
<b>Total Capital Cost:</b>	\$500,000	\$0	\$0	\$0	\$0	
Staffing Expense						
Supplies and Maintenance Expense						
<b>Operating Costs:</b>	\$0	\$0	\$0	\$0	\$0	
<b>Total Program Cost:</b>	\$500,000	\$0	\$0	\$0	\$0	
<b>This Section to Be Completed by Capital Improvement Committee Only</b>						
<b>Committee Notes:</b>			<b>Division</b>	<b>Account</b>	<b>Amount</b>	
			63000500	80286000	\$ 500,000.00	

**Completed by:** Irene Jett **Date:** 8/18/2016  
**Department Name:** Budget Office





**Fund 5000 –  
Health and Life  
Insurance Fund**



**BRAZOS COUNTY, TEXAS**  
**FY 2017 REQUESTED CAPITAL IMPROVEMENT PLAN**

				5-Year Fiscal Year Project Funding Projection				
Department	Project Title	Approved FY 16	Requested 2016-17	Approved FY 17	2017-18	2018-19	2019-20	2020-21
Medical Clinic - 64005200								
	Medical Clinic Construction	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000				
TOTAL		\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ -	\$ -	\$ -	\$ -

**Brazos County, Texas**  
**Capital Improvement Program FY 2017**

<b>Department:</b>	Commissioners Court	<b>Project Manager:</b>	Gary Arnold
<b>Project Title:</b>	Employee Medical Clinic	<b>Priority Number:</b>	1
<b>Start Date:</b>	2015	<b>Projected End Date:</b>	2017
<b>Type of Project:</b>	New _____ Replacement _____ Expansion _____ Renovation <u>  X  </u> Land _____		

Previous Funding To-Date	Budget Year 1 FY 2016-17	Unappropriated Subsequent Years				Total Capital Cost
		Year 2 FY 2017-18	Year 3 FY 2018-19	Year 4 FY 2019-20	Year 5 FY 2020-21	
\$ -	\$ 2,000,000	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000

**Description and Scope of Project**

Renovation of the old Tax Office building will accommodate the Employee Health Clinic. The employee clinic will have on-site nurses and physician for primary care and follow up visits for basic medical needs. Limited labs will be conducted on site. Space will be prepared for a pharmacy to be added in the future.

**Purpose and Need Including Operating Efficiencies and Savings**

The goal of the employee health clinic is to provide care for employees at low cost or no cost to encourage preventative care thus lowering medical health care costs to the County while maintain a healthier more efficient workforce. Studies show on-site clinics have saved \$2 for every \$1 invested. Health-care cost containment remains a primary concern. A wellness program will be started once the clinic has been established. Assistance in educating patients to take medications correctly will be provided along with proper nutrition and exercise. Pharmacy costs have increased over the last few years. Studies indicate that the County could save additional costs if a pharmacy is established for basic medical needs.

**History and Current Status**

The employee medical clinic has been analyzed for the last 5 years. Last fiscal year funds were set aside to begin the construction process. An architect was selected and plans are being drawn. The old Tax Office building will be remodeled to house the clinic.

**Program Breakdown and Operating Budget Impact**

Description/Basis for Estimate	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Site design, Current Costs on Projects	\$2,000,000				
<b>Total Capital Cost:</b>	\$2,000,000	\$0	\$0	\$0	\$0
Staffing Expense					
Supplies and Maintenance Expense					
<b>Operating Costs:</b>	\$0	\$0	\$0	\$0	\$0
<b>Total Program Cost:</b>	\$2,000,000	\$0	\$0	\$0	\$0

**This Section to Be Completed by Capital Improvement Committee Only**

Committee Notes:	Division	Account	Amount
	63431500	80160000	\$ 2,000,000.00

Completed by:	Irene Jett		
Department Name:	Budget Office	Date:	8/18/2016





Brazos County Administration Building  
Budget Office  
200 South Texas Avenue  
Brazos County, Texas 77803



**BRAZOS COUNTY  
BRYAN, TEXAS**

---

DEPARTMENT: Human Resources NUMBER:  
DATE OF COURT MEETING: 1/24/2017  
ITEM: Approval of the job description for Class Code 1713, Position 03 - Clerk, Temp. for District Clerk.  
TO: Commissioners Court  
DATE: 01/19/2017  
FISCAL IMPACT: False  
BUDGETED: False  
DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

**File Name**

[Class Code 1713 Position 03.pdf](#)

**Description**

Class Code 1713, Position 03

**Type**

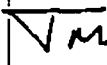
Cover Memo



## Brazos County Job Description

Last Updated: September 2014

pos.03  
12  
Template Revision 1.2 08/15/2012

<b>Class Number:</b>	1713	<b>Title:</b>	Clk, Temp. 1040hrs
<b>Pay Group:</b>	07	<b>Department:</b>	District Clerk
<b>FLSA Status:</b>	Non Exempt	<b>Reports To:</b>	Supervisor & District Clerk
<b>Approved Date:</b>	10/01/2016	<b>EEOC Category:</b>	Office and Clerical
<b>Position End Date:</b>	09/30/2017	<b>Temporary Employee Signature:</b>	 1-17-17

### General Summary:

Scans documents into the imaging system.

### Essential Duties:

Scan both active and disposed paperwork and files.

File documents and files after scanning.

Assist the public and other employees, as needed or requested, with records search which may include microfilm search and making of copies.

Assist other employees, as needed or requested, with answering telephone calls, answering questions, and directing to proper person according to office procedures.

Perform all other duties assigned with fall within the general scope and ability level of the job.

### Other Duties as assigned. (1%)

#### Supervision

**Received:** From Supervisor and District Clerk

**Given:** This is a non-supervisory position.

#### Education

**Required:** High school graduation or its equivalent.

**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:** None.

**Preferred:**

#### Physical Demands



<b>Typical:</b>	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. Specific vision abilities required by this job include close vision, distance vision, and ability to adjust focus.
<b>Knowledge, Skills, &amp; Abilities</b>	
<b>Typical:</b>	Operate computers, including spreadsheet and word processing software; read and interpret manuals and memos; perform basic mathematical calculations; write letters, memos, and telephone messages; manage time effectively; understand and follow instructions; operate standard office equipment, such as copy machine and facsimile machine; communicate effectively, both orally and in writing; and maintain effective working relationships with co-workers and the general public.
<b>Work Environment</b>	
<b>Typical:</b>	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 moderate. The employee is constantly required to work closely with other as a part of a team. The employee is frequently required to perform tedious and exacting work; to perform multiple tasks simultaneously; to switch from one task to another, and to work under time pressures to meet deadlines.

**APPROVED**



Duane Peters  
County Judge

Date

1/24/17



**BRAZOS COUNTY  
BRYAN, TEXAS**

---

DEPARTMENT: NUMBER:  
DATE OF COURT MEETING: 1/24/2017  
ITEM: Consider and take action on a Fiber Optic Line Agreement between Brazos County and Brazos Central Appraisal District.  
TO: Commissioners Court  
DATE: 01/20/2017  
FISCAL IMPACT: False  
BUDGETED: False  
DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

**File Name**

[Building Fiber Agreement.pdf](#)

**Description**

Agreement

**Type**

Cover Memo

### FIBER OPTIC LINE AGREEMENT

THIS FIBER OPTIC LINE AGREEMENT ("AGREEMENT") is made by and between the BRAZOS COUNTY, TEXAS, a political subdivision of the State of Texas ("SELLER"), and Brazos Central Appraisal District ("BUYER"), upon the terms and conditions set forth herein.

- 1.1 SELLER has agreed to sell and convey in fee simple by Special Warranty Deed with Vendor's Lien, and BUYER has agreed to purchase and pay for the tract of land known as **Brazos Place, Block 1, Lot 2, Brazos County, Texas**, ("PROPERTY"), together with all and singular the rights and appurtenances pertaining to the PROPERTY, together with SELLER's interest in any improvements and fixtures situated on and attached to the PROPERTY, for the consideration and subject to the terms, provisions, and conditions set forth in the REAL ESTATE CONTRACT between the parties.
- 1.2 SELLER has become aware of the existence of a fiber optic line ("LINE") located within the PROPERTY. The LINE is owned and maintained by SELLER.
- 1.3 SELLER and BUYER have also executed an "Option and Right of First Refusal" agreement (hereinafter "the OPTION" by which BUYER may purchase an additional 0.25 acres from SELLER, which property is contiguous to the PROPERTY.
- 1.4 At the time of the execution of this AGREEMENT, BUYER has not finalized plans for the development of the PROPERTY. Without wishing to delay the closing of the sale of the PROPERTY, BUYER agrees to allow the LINE to remain in place until such time that BUYER makes a formal request for SELLER to move the LINE.
- 1.5 SELLER agrees that on 60 days' written notice, it will move the LINE off of the PROPERTY. BUYER will grant reasonable access to SELLER for this purpose. In the event that BUYER has exercised its option and purchased the 0.25 acre tract, then SELLER and BUYER shall cooperate in the granting of an easement across along the boundary of the 0.25 acre tract so that the LINE may be maintained in the area of the easement. In the event that SELLER fails to remove the LINE in a timely manner as required above, and in the further event that construction activities commence on the PROPERTY, which activities interfere with or damage the LINE, then SELLER agrees that BUYER and its contractors shall have no liability for damages to the LINE, and/or for economic damages resulting from damage to the LINE.
- 1.6 SELLER will incur all expense in moving the LINE off of the PROPERTY.
- 1.7 Notice: Any notice required or permitted to be delivered by this Contract shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt

requested, addressed to SELLER or BUYER, as the case may be, at the addresses set forth below:

SELLER: Brazos County  
Attn: Civil Attorney  
300 East 26<sup>th</sup> Street  
Bryan, Texas 77803

BUYER: Brazos Central Appraisal District  
1673 Briarcrest Dr., Suite A-101  
Bryan, Texas 77802

With copy to:

Jon Miller  
P.O. Box 4884  
Bryan, Texas 77805, or

By email to: [miller@rogersmiller.com](mailto:miller@rogersmiller.com)

**SELLER:**  
BRAZOS COUNTY

BY: 

County Judge

Date: 1/24/17

**ATTEST:**



County Clerk

Date: 1/24/17

**BUYER:**  
Brazos Central Appraisal District

By: 

Printed name

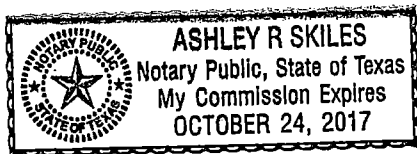
Title: Bill Leno - Chairman

Date: 1/19/2017

THE STATE OF TEXAS   §  
                                     §  
COUNTY OF BRAZOS   §

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 19 day of January, 2017,  
by Bill Lero, duly authorized representative of Brazos Central  
Appraisal District.

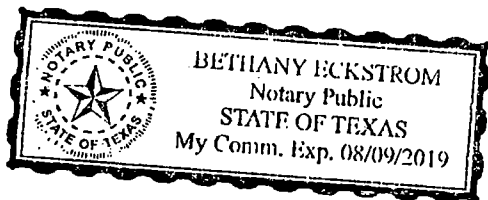


Ashley Skiles  
Notary Public in and for the State of Texas

THE STATE OF TEXAS   §  
                                     §  
COUNTY OF BRAZOS   §

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 24<sup>th</sup> day of January, 2017,  
by Duane Peters, as County Judge of the BRAZOS COUNTY, a Political Subdivision of  
the State of Texas.



Bethany Eckstrom  
Notary Public in and for the State of Texas



**BRAZOS COUNTY  
BRYAN, TEXAS**

---

DEPARTMENT: Purchasing NUMBER:

DATE OF COURT MEETING: 1/24/2017

ITEM: Approval to cancel contract with Frank & Son Dozerworks for Drake Drive Median Improvements.

TO: Commissioners Court

FROM: Leslie Contreras

DATE: 01/19/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

NOTES/EXCEPTIONS: Frank & Sons was unable to secure the required insurance.

**ATTACHMENTS:**

**File Name**

**Description**

**Type**

[Cancellation Letter -  
Frank Son dozer.docx](#)

Cancellation Letter

Backup Material

[2016-194- Frank Son Dozerworks-  
Approved Contract.pdf](#)

Original Contract

Backup Material



# Brazos County Purchasing Department

200 SOUTH TEXAS AVE SUITE 352 BRYAN, TX 77803  
PHONE (979) 361-4290 FAX (979) 361-4293

Kelvin Crouse  
Frank & Son Dozerworks LLC  
3210 HWY 21 West  
Bryan, TX 77803  
979-219-9901

January 18, 2017

Dear Kelvin Crouse,

This letter is to formally inform you the contract with Frank & Son Dozerworks LLC for Drake Drive Median Improvements with Brazos County will be canceled effective January 24, 2017. Brazos County will not be able to continue this contract with Frank & Son Dozerworks LLC do to the company being unable to secure required insurance. This notice of cancelation is being sent according to the terms of the contract.

BRAZOS COUNTY COMMISSIONER'S COURT

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

Duane Peters, County Judge

1/24/17

Date



**BRAZOS COUNTY  
BRYAN, TEXAS**

---

DEPARTMENT: Purchasing NUMBER:  
DATE OF COURT MEETING: 1/24/2017  
ITEM: Renewal of contract #17-268R for Heavy Machinery Rental with Mustang Rental Services.  
TO: Commissioners Court  
FROM: Christy Norton  
DATE: 01/17/2017  
FISCAL IMPACT: False  
BUDGETED: False  
DOLLAR AMOUNT: \$0.00

ACTION REQUESTED OR  
ALTERNATIVES: Request for approval for Renewal of contract #17-268R for Heavy Machinery Rental with Mustang Rental Services.

**ATTACHMENTS:**

<b><u>File Name</u></b>	<b><u>Description</u></b>	<b><u>Type</u></b>
<a href="#">Original Bid.pdf</a>	Original Contract	Backup Material
<a href="#">17-268R Mustang Rental Services Renewal Letter.pdf</a>	Renewal letter	Backup Material
<a href="#">17-268R Tabulation.xls</a>	Renewal Tabulation	Backup Material





# Brazos County Purchasing Department

200 SOUTH TEXAS AVE SUITE 352 BRYAN, TX 77803  
PHONE (979) 361-4290 FAX (979) 361-4293

January 11, 2017

Mustang Rental Services  
8206 W SH 21  
Bryan, TX 77807

Phone: 979-775-7368  
Fax: 979-822-2496  
Email: [j Sheffield@mustangcat.com](mailto:j Sheffield@mustangcat.com)

Attn: Jason Sheffield

Re: Renewal of Contract #17-268R for Heavy Machinery Rental.

Brazos County appreciates the quality work your company has provided and would like to exercise the renewal option for *Heavy Machinery Rental #17-268R previously known as 2016-151R, 2015-33R and 2014-26.*

All terms, conditions, and pricing shall remain the same. This renewal will be for one year and will start March 18, 2017 through March 17, 2018.

To accept the renewal option, please fill out the information and sign below. Return the signed documents by email to [cnorton@brazoscountytexas.gov](mailto:cnorton@brazoscountytexas.gov) or fax to (979) 361-4293. Please then submit the original signed documents and an updated Certificate of Insurance by mail to the address listed above. Please return acceptance as soon as possible. If you have any questions, I may be reached at (979) 361-4291.

Contact Name: Jason Sheffield Telephone: 979 574-7132

E-Mail: JSheffield@mustangcat.com Fax: 979 822-2496

## MUSTANG RENTAL SERVICES

Jason Sheffield  
Authorized Signature

1-11-17

Date

BRAZOS COUNTY

Duane Peters, County Judge

1/24/17

Date

**Bid # 17-268R, Previously known as 2016-151R, 2015-33R and 2014-26**

**HEAVY MACHINERY RENTAL**

**March 18, 2017 through March 17, 2018**

	TYPE OF EQUIPMENT	MUSTANG RENTAL SERVICES	HERTZ Equipment Rental	NEFF Rental	Blue Line Rental (Formerly Volvo Rents)
1	BACKHOE/LOADER - 62 HP				
	MAKE/MODEL	Cat 416F	JD310KJ / CASE 580N	JD310K / CASE 580N	Volvo BL-60
	MONTHLY	\$945.00	\$1,850.00	\$1,675.00	\$1,850.00
	WEEKLY	\$315.00	\$550.00	\$640.00	\$750.00
	DAILY	\$105.00	\$220.00	\$255.00	\$260.00
2	SMALL CRAWLER TRACTOR W/6 WAY BLADE, 64HP				
	MAKE/MODEL	Cat D3K XL	JD 450	JD450J	John Deere 450
	MONTHLY	\$1,975.00	\$2,925.00	\$3,080.00	\$3,600.00
	WEEKLY	\$658.00	\$950.00	\$1,165.00	\$1,250.00
	DAILY	\$219.00	\$320.00	\$450.00	\$430.00
3	CRAWLER TYPE TRACTOR, 80HP				
	MAKE/MODEL	Cat D4K XL	JD 550	BobCat S220	John Deere 550
	MONTHLY	\$2,310.00	\$3,195.00	\$1,380.00	\$4,050.00
	WEEKLY	\$770.00	\$1,185.00	\$550.00	\$1,400.00
	DAILY	\$257.00	\$350.00	\$220.00	\$485.00
4	CRAWLER TYPE TRACTOR, 140HP				
	MAKE/MODEL	Cat D6N XL, OROPS	No Bid	No Bid	John Deere 750
	MONTHLY	\$4,752.00			\$7,700.00
	WEEKLY	\$1,584.00			\$2,550.00
	DAILY	\$528.00			\$870.00
5	SCRAPER - 11 CUBIC YDS				
	MAKE/MODEL	No Bid	No Bid	No Bid	No Bid
	MONTHLY				
	WEEKLY				
	DAILY				
6	SCRAPER - 17 CUBIC YDS				
	MAKE/MODEL	No Bid	No Bid	No Bid	No Bid
	MONTHLY				
	WEEKLY				
	DAILY				
7	SCRAPER - 22 CUBIC YDS				
	MAKE/MODEL	No Bid	No Bid	No Bid	No Bid
	MONTHLY				
	WEEKLY				
	DAILY				
8	CRAWLER TYPE TRACTOR, L.G.P., 140 HP				
	MAKE/MODEL	Cat D6N LGP, OROPS	No Bid	No Bid	No Bid
	MONTHLY	\$4,320.00			
	WEEKLY	\$1,440.00			
	DAILY	\$480.00			
9	DISC PLOWS - 36 HINGE OFFSET				
	MAKE/MODEL	Rome TRH-1630	No Bid	No Bid	No Bid
	MONTHLY	\$1,815.00			
	WEEKLY	\$605.00			
	DAILY	\$202.00			
10	CRAWLER TYPE LOADER 1-1/2 YRD BKT, 80 HP				
	MAKE/MODEL	Cat 953D	No Bid	BobCat T300	No Bid
	MONTHLY	\$5,390.00		\$2,275.00	
	WEEKLY	\$1,797.00		\$865.00	
	DAILY	\$599.00		\$320.00	
11	WHEELED TYPE LOADER 1-1/2 YD BKT, 80 HP				
	MAKE/MODEL	Cat 924K	JD 210K	No Bid	Volvo L50 Art. Loader
	MONTHLY	\$2,310.00	\$1,650.00		\$3,600.00
	WEEKLY	\$770.00	\$550.00		\$1,200.00
	DAILY	\$257.00	\$180.00		\$410.00
12	PNEUMATIC ROLLER, 18 TONS, 9 WHEELS				
	MAKE/MODEL	Cat PS150C, 14 Tons	No Bid	PT125R Ingersoll	No Bid
	MONTHLY	\$1,760.00		\$2,775.00	
	WEEKLY	\$587.00		\$1,100.00	
	DAILY	\$196.00		\$410.00	
13	VIBRATORY, PADDED DRUM, 84"-25 TONS				
	MAKE/MODEL	Cat CP58	Volvo SD-100D Padfoot	Hamm 3410 w/shell kit	
	MONTHLY	\$3,045.00	\$4,125.00	\$2,980.00	\$4,600.00
	WEEKLY	\$1,015.00	\$1,465.00	\$1,140.00	\$1,550.00
	DAILY	\$338.00	\$3,650.00	\$425.00	\$510.00
14	VIBRATORY, SMOOTH DRUM, 84" - 25 TONS				

	TYPE OF EQUIPMENT	MUSTANG RENTAL SERVICES	HERTZ Equipment Rental	NEFF Rental	Blue Line Rental (Formerly Volvo Rents)
	MAKE/MODEL MONTHLY WEEKLY DAILY	Cat CS56 \$2,970.00 \$990.00 \$330.00	Volvo SD-100D Cat Class \$3,650.00 \$1,230.00 \$380.00	Hamm 3410 \$2,830.00 \$1,080.00 \$400.00	\$4,600.00 \$1,550.00 \$510.00
15	BOMAG MPH 100 OR EQUIVALENT				
	MAKE/MODEL MONTHLY WEEKLY DAILY	No Bid	No Bid	No Bid	No Bid
16	PULVER MIXER				
	MAKE/MODEL MONTHLY WEEKLY DAILY	Cat RM300 Soil Stab Only \$7,790.00 \$2,597.00 \$866.00	No Bid	No Bid	No Bid
17	WATER TRUCK, 1200 - 2000 GALLON CAPACITY				
	MAKE/MODEL MONTHLY WEEKLY DAILY	F750 Water Truck; 2000 Gallon \$1,800.00 \$600.00 \$200.00	IH 4200; 2000 Gal. \$1,995.00 \$795.00 \$245.00	Ford F650 Water Truck, 2000 Gal. \$2,310.00 \$875.00 \$330.00	2000 Gal. Water Truck \$3,800.00 \$1,250.00 \$410.00
18	MOTOR GRADER, 135 HP				
	MAKE/MODEL MONTHLY WEEKLY DAILY	Cat 120M \$4,725.00 \$1,575.00 \$525.00	No Bid	Volvo G940 \$5,400.00 \$2,100.00 \$735.00	No Bid
19	EXCAVATOR, 26 TONS 1 3/8 YARD BUCKET				
	MAKE/MODEL MONTHLY WEEKLY DAILY	Cat 320E LRR \$4,095.00 \$1,365.00 \$455.00	Komatsu PC240 LC \$6,165.00 \$2,240.00 \$735.00	Jobelco SK210-8; Doosan DX225-L \$4,475.00 \$1,710.00 \$665.00	Volvo EC 220 \$6,000.00 \$2,250.00 \$760.00
20	SELF-PROPELLED MECHANICAL BROOM				
	MAKE/MODEL MONTHLY WEEKLY DAILY	Broce RJ350 \$1,418.00 \$473.00 \$158.00	Broce RJT350 \$1,620.00 \$700.00 \$255.00	No Bid	Broce 3 wheeled \$2,000.00 \$650.00 \$225.00
21	TAMPER MAKE - BOMAG BT 58 VIBRATOR (OR EQUIV)				
	MAKE/MODEL MONTHLY WEEKLY DAILY	MultiQuip MTX70 \$378.00 \$126.00 \$42.00	No Bid	MultiQuip \$450.00 \$179.00 \$68.00	\$585.00 \$195.00 \$65.00
22	CAT D6D (OR EQUIV) 140 HP CLEARING DOZER W/RAKE				
	MAKE/MODEL MONTHLY WEEKLY DAILY	\$6,930.00 \$2,310.00 \$770.00	No Bid	No Bid	No Bid
23	TRENCH COMP-WALK BEHIND-24/33				
	MAKE/MODEL MONTHLY WEEKLY DAILY	\$1,320.00 \$440.00 \$147.00	Stone TR24 \$1,220.00 \$465.00 \$155.00	Wacker RTX JC2 \$1,855.00 \$620.00 \$232.00	\$1,800.00 \$600.00 \$210.00
24	TRENCH COMP-REMOTE-24/33				
	MAKE/MODEL MONTHLY WEEKLY DAILY	\$1,320.00 \$440.00 \$147.00	Stone R34 \$1,350.00 \$490.00 \$175.00	Wacker RT82-SC \$1,855.00 \$620.00 \$232.00	\$1,800.00 \$600.00 \$210.00
25	AIR COMPR - 185 CFM				
	MAKE/MODEL MONTHLY WEEKLY DAILY	Airman 185 \$300.00 \$100.00 \$35.00	Atlas Copco XAS185JD \$450.00 \$165.00 \$65.00	Doosan C185WKUB-T41 \$550.00 \$225.00 \$85.00	Kaeser 185 \$725.00 \$300.00 \$110.00
26	(BOBCAT)-5YD BUCK W/TRACK				
	MAKE/MODEL MONTHLY WEEKLY DAILY	Cat 259B \$1,440.00 \$480.00 \$160.00	Bobcat T650 \$1,775.00 \$645.00 \$235.00	Bobcat T-190 \$2,310.00 \$885.00 \$325.00	Bobcat T-190 / JD 319 \$2,700.00 \$1,050.00 \$310.00
27	Skid steer Loader (Bobcat)-5YD BUCK W/Wheels				
	MAKE/MODEL MONTHLY WEEKLY DAILY	Cat 226B \$900.00 \$300.00 \$100.00	Bobcat S 185 \$995.00 \$395.00 \$165.00	BobCat S175 \$1,705.00 \$655.00 \$245.00	Volvo MC 110 \$1,875.00 \$625.00 \$200.00

	TYPE OF EQUIPMENT	MUSTANG RENTAL SERVICES	HERTZ Equipment Rental	NEFF Rental	Blue Line Rental (Formerly Volvo Rents)
28	RUBBER TIRE LOADER W/HAMMERS - 1000# IE				
	MAKE/MODEL	Cat 416E w/H90 Hammer	Bobcat 185 w/Breaker	JD 310 w/Hammer	Volvo BL 60 w/Breaker
	MONTHLY	\$3,060.00	\$1,900.00	\$4,250.00	\$4,550.00
	WEEKLY	\$1,020.00	\$795.00	\$1,500.00	\$1,875.00
	DAILY	\$340.00	\$290.00	\$630.00	\$645.00
29	LOW GROUND PRESSURE TRACTOR, 80 HP				
	MAKE/MODEL	Cat D4K LGP	JD 550 LGP	JD 550J	No Bid
	MONTHLY	\$2,700.00	\$3,195.00	\$3,250.00	
	WEEKLY	\$900.00	\$1,195.00	\$1,225.00	
	DAILY	\$300.00	\$380.00	\$475.00	
30	LOW GROUND PRESSURE TRACTOR 90HP				
	MAKE/MODEL	Cat DK5 LGP	JD 650 LGP	JD 650J	No Bid
	MONTHLY	\$3,040.00	\$3,495.00	\$4,310.00	
	WEEKLY	\$1,013.00	\$1,295.00	\$1,625.00	
	DAILY	\$338.00	\$395.00	\$625.00	
31	SPECIALTY EXCAVATOR- LONG REACH 60', 48" DEPTH				
	MAKE/MODEL	Cat 324E Long Reach		Komatsu PC270LC-8	No Bid
	MONTHLY	\$7,470.00	No Bid	\$8,485.00	
	WEEKLY	\$2,490.00		\$3,250.00	
	DAILY	\$830.00		\$1,250.00	
32	SPECIALTY EXCAVATORS W/THUMB ATTACH				
	MAKE/MODEL	Cat 320D w/Thumb	JD 200	Komatsu PC270LC-8 w/Thumb	Volvo EW 180C Wheeled-Special Freight to be applied as extra expense
	MONTHLY	\$4,295.00	\$4,695.00	\$8,790.00	\$6,750.00
	WEEKLY	\$1,432.00	\$1,595.00	\$3,365.00	\$2,250.00
	DAILY	\$477.00	\$535.00	\$1,295.00	\$760.00
33	PAVING BREAKERS - 90 LB (AIR OPERATED)				
	MAKE/MODEL	Sullair 90#	APT 190	Atlas Copco TEXP905	90lb Air Hammer
	MONTHLY	\$180.00	\$225.00	\$310.00	\$450.00
	WEEKLY	\$60.00	\$95.00	\$120.00	\$150.00
	DAILY	\$20.00	\$35.00	\$45.00	\$50.00
34	Reach Lift; 6000LB Capacity				
	MAKE/MODEL	Cat TL642	JLD G6-42A	Genie GTH644	Genie 636
	MONTHLY	\$1,595.00	\$1,950.00	\$1,720.00	\$2,750.00
	WEEKLY	\$532.00	\$800.00	\$665.00	\$930.00
	DAILY	\$177.00	\$275.00	\$250.00	\$310.00
35	Mini Excavator, 18 HP, 6' 10" Depth				
	MAKE/MODEL	Cat 301.8C	Bobcat 325	IHI 25VX-3	Volvo EC20 - 4000LB Class
	MONTHLY	\$1,100.00	\$1,345.00	\$1,265.00	\$1,575.00
	WEEKLY	\$367.00	\$595.00	\$490.00	\$525.00
	DAILY	\$122.00	\$155.00	\$190.00	\$185.00
36	Mini Excavator, 30HP, 9' 11" Depth				
	MAKE/MODEL	Cat 303.5E-CR	Bobcat 331	IHI 35N-3	EC35/38 - 7000LB Class
	MONTHLY	\$1,200.00	\$1,350.00	\$1,425.00	\$1,800.00
	WEEKLY	\$400.00	\$605.00	\$550.00	\$630.00
	DAILY	\$135.00	\$165.00	\$225.00	\$220.00
37	EXCAVATOR; 39 TON, 270HP				
	MAKE/MODEL	Cat 336E	Komatsu PC360LC	Komatsu PC360LC-10	Volvo EC290 - 70,000LB Class
	MONTHLY	\$7,560.00	\$8,400.00	\$7,715.00	\$7,500.00
	WEEKLY	\$2,520.00	\$2,995.00	\$3,065.00	\$2,500.00
	DAILY	\$840.00	\$995.00	\$1,210.00	\$860.00
38	EXCAVATOR W/ 5000 # HAMMER				
	MAKE/MODEL	Cat 320 E w/Hammer	JD 225DLC w/5000LB Hammer	Volvo SK210-9 w/ 5000lb Stanley Ham	Volvo EC220 w/Breaker
	MONTHLY	\$11,500.00	\$11,997.00	\$10,530.00	\$11,850.00
	WEEKLY	\$3,833.00	\$4,940.00	\$3,635.00	\$4,200.00
	DAILY	\$1,278.00	\$1,660.00	\$1,395.00	\$1,450.00
39	Crawler Dozer; 200 HP, Straight w/Tilt Blade				
	MAKE/MODEL	Cat D6T XL; OROPS			
	MONTHLY	\$7,500.00	No Bid	No Bid	No Bid
	WEEKLY	\$2,500.00			
	DAILY	\$835.00			
40	25 Ton Articulated Off Road Truck; 309HP				
	MAKE/MODEL	Cat 725			
	MONTHLY	\$7,600.00	No Bid	No Bid	No Bid
	WEEKLY	\$2,533.00			
	DAILY	\$844.00			
41	TELESCOPIC FORKLIFT; 9000 # 43" LIFT, 31' 5" REACH				




	TYPE OF EQUIPMENT	MUSTANG RENTAL SERVICES	HERTZ Equipment Rental	NEFF Rental	Blue Line Rental (Formerly Volvo Rents)
	MAKE/MODEL MONTHLY WEEKLY DAILY	Cat TL943 \$1,800.00 \$600.00 \$200.00	JLG G9 \$2,450.00 \$890.00 \$305.00	CAT TL943 \$2,650.00 \$1,010.00 \$380.00	Genie 1056 10,000LB Reachlift \$3,800.00 \$1,425.00 \$485.00
42	MAN BUCKET (work basket) 48"X48" WITH TOP COVER				
	MAKE/MODEL MONTHLY WEEKLY DAILY	No Bid	No Bid	No Bid	No Bid
43	ATTACHMENTS FOR SKID STEER LOADER				
a.	72" ANGLE BLADE				
	MONTHLY WEEKLY DAILY	\$750.00 \$250.00 \$85.00	No Bid	No Bid	No Bid
b.	COLD PLANER				
	MONTHLY WEEKLY DAILY Purchase Price of Bid	\$2,340.00 \$780.00 \$260.00 \$336 for Complete Set	No Bid	\$2,250.00 \$775.00 \$260.00 No Bid	No Bid
c.	72" GRAPPLE BUCKET				
	MONTHLY WEEKLY DAILY	\$350.00 \$125.00 \$40.00	\$315.00 \$125.00 \$50.00	No Bid	\$750.00 \$250.00 \$85.00
d.	GRAPPLE FORKS				
	MONTHLY WEEKLY DAILY	\$450.00 \$150.00 \$50.00	No Bid	\$200.00 \$80.00 \$30.00	No Bid
e.	HYDRAULIC AUGER				
	MONTHLY WEEKLY DAILY	Bit Price Includes Auger, (1) one Bit and (1) one Extension	No Bid	No Bid	\$720.00 \$240.00 \$80.00
i	6" BIT				
	MONTHLY WEEKLY DAILY	\$400.00 \$135.00 \$45.00	\$352.00 \$141.00 \$41.00	\$140.00 \$55.00 \$20.00	No Bid
ii	9" BIT				
	MONTHLY WEEKLY DAILY	\$400.00 \$135.00 \$45.00	\$337.00 \$167.00 \$41.00	\$140.00 \$55.00 \$20.00	\$450.00 \$150.00 \$50.00
iii	12" BIT				
	MONTHLY WEEKLY DAILY	\$400.00 \$135.00 \$45.00	\$347.00 \$92.00 \$30.00	\$140.00 \$55.00 \$20.00	\$450.00 \$150.00 \$50.00
iv	18" BIT				
	MONTHLY WEEKLY DAILY	\$400.00 \$135.00 \$45.00	\$324.00 \$160.00 \$41.00	\$140.00 \$55.00 \$20.00	\$450.00 \$150.00 \$50.00
v	24" BIT				
	MONTHLY WEEKLY MONTHLY	\$400.00 \$135.00 \$45.00	\$337.00 \$153.00 \$40.00	\$140.00 \$55.00 \$20.00	\$450.00 \$150.00 \$50.00
vi	12" AUGER EXTENSION				
	MONTHLY WEEKLY DAILY	\$45.00 \$15.00 \$5.00	\$347.00 \$162.00 \$43.00	\$85.00 \$35.00 \$15.00	\$105.00 \$45.00 \$15.00
vii	48" AUGER EXTENSION				
	MONTHLY WEEKLY DAILY	\$90.00 \$30.00 \$10.00	\$432.00 \$162.00 \$47.00	\$85.00 \$35.00 \$15.00	No Bid
f.	300 # HYDRAULIC HAMMER				
	MONTHLY WEEKLY DAILY	\$550.00 \$185.00 \$62.00	\$905.00 \$400.00 \$125.00	\$995.00 \$385.00 \$140.00	\$1,575.00 \$525.00 \$185.00
g.	HYDRAULIC TRENCHER				
	MONTHLY WEEKLY DAILY	\$600.00 \$200.00 \$67.00	No Bid	\$945.00 \$370.00 \$135.00	No Bid
h.	LANDSCAPE TILLER				
	MONTHLY	\$1,050.00			

	TYPE OF EQUIPMENT	MUSTANG RENTAL SERVICES	HERTZ Equipment Rental	NEFF Rental	Blue Line Rental (Formerly Volvo Rents)
	WEEKLY	\$350.00	No Bid	No Bid	No Bid
	DAILY	\$117.00			
i.	84" MATERIAL HANDLING ARM				
	MONTHLY	\$347.00	No Bid	No Bid	No Bid
	WEEKLY	\$116.00			
	DAILY	\$39.00			
j.	66" MULTI-PURP. BUCKET				
	MONTHLY	\$743.00	No Bid	\$115.00	No Bid
	WEEKLY	\$248.00		\$45.00	
	DAILY	\$83.00		\$20.00	
k.	750# CAP. PALLET FORKS				
	MONTHLY	\$114.00	\$200.00	\$350.00	\$450.00
	WEEKLY	\$39.00	\$75.00	\$145.00	\$150.00
	DAILY	\$13.00	\$25.00	\$60.00	\$50.00
l.	72" PICK-UP BROOM				
	MONTHLY	\$1,087.00	No Bid	\$370.00	No Bid
	WEEKLY	\$362.00		\$145.00	
	DAILY	\$121.00		\$55.00	
m.	STUMP GRINDER				
	MONTHLY	No Bid	No Bid	No Bid	No Bid
	WEEKLY				
	DAILY				
44	FREIGHT CHARGE (Loaded Mile or Round Trip)	< 100 HP = \$100/Delivery & \$100/Return > 100 HP = \$150/delivery & \$150/Return	\$96/Loaded Mile	\$4.50/Loaded Mile	\$75.00 for delivery / \$75.00 for pick up - Over weight Items Cost will be assessed at time of order
45	DELIVERY COMPLETION (approximate Days)	2 hrs - 2 days after order	1 day after order	1 day after order	1 day after order Depending on Availability
46	ADDRESS & LOCATION NEAREST BRANCH OFFICE	8206 W SH 21 Bryan, TX 77807	777 I-45 South Conroe, TX 77301	12949 N Hwy 183(Research Blvd) Austin, TX 78750	1395 North Harvey Mitchell Pkwy Bryan, TX 77803
47	BILLABLE MILES	2 Miles	No Bid	90 Miles	No Bid
	Emergency Contact Information	Lance Feldhausen 979-775-7368 or 281-414-0829 OR Todd Brewer 936-520-4255	Deryl Roberts 936-714-6364 or 936-441-0501	Ronald Riding - Branch Manager 512-335-5171	Monday - Friday 7-5: 979-775-9173 After Hours: 979-220-7362
48	MINIMUM RENTAL	1 Day	1 Day	1 Day	1 Day
49	CHARGE FOR RAIN DAYS	No, if notified by 8:00 am Each Day	Yes, Rental rate is for each day/week/month that the equipment is rented by customer	Rain Days are built into the weekly and Monthly Rates	YES
50	EMERGENCY RESPONSE TIME	5 - 2 Hours	8-10 Hours	4 Hours	1-3 Hours depending on location
	Exceptions to the Bid	Sample Contract Attached - Legal will need to review	None	Sample contract is attached - Legal will need to review. County will be held responsible for vandalism if happens. Vendor mentions in contract; county ins. may pay for damages.	Vendor does not agree to Section G of the Contract; Monthly cost will consist of 28 days of rental instead of 30 days of rental as written in Contract; And Special Freight will be applied to overweight items but vendor did not give amount.

Recommendation: Award to Mustang Rental with the exception of

Sections 5, 6, 7, 15, 42 and 43m: 3 Quotes Required

Approved by Commissioner's Court on this 24th day of January, 2017 by  
 holding the position of Braxton Co. Judge



**BRAZOS COUNTY  
BRYAN, TEXAS**

---

DEPARTMENT: Purchasing                      NUMBER:

DATE OF COURT MEETING: 1/24/2017

ITEM: Approval of award and contract with Civil Constructors, Inc (also know as Texcon General Contractors) for Drake Drive Median Improvements.

TO: Commissioners Court

FROM: Leslie Contreras

DATE: 01/19/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

**File Name**

[Texcon Response.pdf](#)

[Contract-  
Drake Dr. Median Improvements.docx](#)

[Tabulation Sheet.xlsx](#)

**Description**

Texcon's Proposal

Contract

Tabulation

**Type**

Backup Material

Backup Material

Backup Material

# Drake Drive Median Improvements

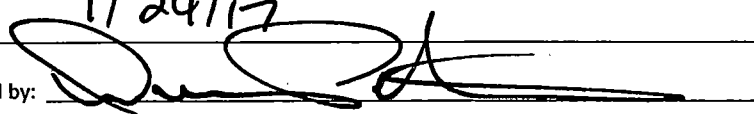
Bid # 2016-194

Line	Units	Quantity	Description	Frank & Son Dozerworks, LLC		Texcon General Contractors		Westar Construction, Inc.	
				Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	LS	1	Mobilization	\$ 5,000.00	\$ 5,000.00	\$ 25,000.00	\$ 25,000.00	\$ 12,505.00	\$ 12,505.00
2	Month	1	Traffic Control/ TCP	\$ 3,250.00	\$ 3,250.00	\$ 10,000.00	\$ 10,000.00	\$ 12,500.00	\$ 12,500.00
3	LS	1	Railroad Insurance	\$ 1,000.00	\$ 1,000.00	\$ 10,000.00	\$ 10,000.00	\$ 35,000.00	\$ 35,000.00
4	LS	1	Railroad Flagmen	\$ 21,400.00	\$ 21,400.00	\$ 25,000.00	\$ 25,000.00	\$ 30,000.00	\$ 30,000.00
5	LF	310	Remove Existing Curb	\$ 4.00	\$ 1,240.00	\$ 20.00	\$ 6,200.00	\$ 7.00	\$ 2,170.00
6	LF	353	Construct 8" Special Curb	\$ 23.00	\$ 8,119.00	\$ 28.00	\$ 9,884.00	\$ 55.00	\$ 19,415.00
7	C.Y.	3	Excavation (Topsoil)	\$ 88.00	\$ 264.00	\$ 1,000.00	\$ 3,000.00	\$ 500.00	\$ 1,500.00
8	S.Y.	10	Topsoil	\$ 60.00	\$ 600.00	\$ 250.00	\$ 2,500.00	\$ 250.00	\$ 2,500.00
9	S.Y.	20	Cellulose Fiber Mulch Seeding	\$ 80.50	\$ 1,610.00	\$ 100.00	\$ 2,000.00	\$ 75.00	\$ 1,500.00
10	S.Y.	170	Landscape Stone	\$ 7.00	\$ 1,190.00	\$ 75.00	\$ 12,750.00	\$ 63.00	\$ 10,710.00
11	LS	1	Signing and Striping	\$ 7,810.00	\$ 7,810.00	\$ 8,000.00	\$ 8,000.00	\$ 10,000.00	\$ 10,000.00
Construction Cost					\$ 51,483.00		\$ 114,334.00		\$ 137,800.00
Contract Contingency					\$ 10,000.00		\$ 10,000.00		\$ 10,000.00
Total Contract					\$ 61,483.00		\$ 124,334.00		\$ 147,800.00

Recommended Award: TexCon General Contractors

Date:

Approved by:

11/24/17  




**AGREEMENT  
FOR DRAKE DRIVE MEDIAN  
IMPROVEMENTS**

**BID #2016-194**

**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 BRAZOS COUNTY ROADWAY**

This Agreement for the construction of the DRAKE DRIVE MEDIAN IMPROVEMENTS, Brazos County, Texas, in the amount of \$ 124,334.00, is entered into this 24th day of January, 2017 by and between **BRAZOS COUNTY, TEXAS** (hereafter referred to as "Owner"), 200 South Texas Ave., Suite 352, Bryan, Texas 77803, and **Civil Constructors, Inc.**, (hereinafter referred to as "Contractor"). The DRAKE DRIVE MEDIAN IMPROVEMENTS is hereinafter referred to as the "Project." The Engineer for the Project is the firm of **MITCHELL & MORGAN, LLP** and is hereinafter referred to as "Engineer."

### **ARTICLE 1 GENERAL PROVISIONS**

#### **1.1. BASIC DEFINITIONS**

**1.1.1 THE COMPLETE CONTRACT DOCUMENTS:** The complete Contract Documents ("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 **BID # 2016-194** 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 Engineer. 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 ("Contract"). 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 Engineer or Engineer'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 Engineer shall, however, with the consent of Owner, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Engineer's duties.

**1.1.3 THE WORK:** The term "Work" means the construction and services required by

the Contract, 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 the **DRAKE DRIVE MEDIAN IMPROVEMENTS** 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:** This project consists of the construction of concrete curb median improvements, roadway striping and roadway signage in accordance with the bid documents, plans and specifications.

**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 at 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; Engineer 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 Engineer, unless otherwise stated, and shall be limited in authority and responsibility as defined under this Agreement and the contract between the Engineer and Owner.
- .8 **Date of Final Completion:** The date when Engineer 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 Engineer 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 Engineer shall mean; Type of evaluation that a reasonably prudent Engineer, 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. Supplementary Conditions
- E. 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 Engineer.

**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 Engineers.

### **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 ENGINEER'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS:**

**1.6.1.** The Drawings, Specifications and other documents, including those in electronic form, prepared by the Engineer and/or Engineer's consultants are Instruments of the Engineer'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 Engineer or the Engineer's consultants, and unless otherwise indicated the Engineer or the Engineer'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 – Engineer Agreement. The Drawings, Specifications and other documents prepared by the Engineer, 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, Engineer and/or Engineer'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 Engineer and/or Engineer'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 Engineer and/or the Engineer'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



Engineer's copyright or other reserved rights.

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

**1.6.2.1** Engineer 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, Engineer or Engineer's Consultants will furnish electronic data in software format in use by Engineer at the time Engineer'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 Engineer, Engineer'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 Engineer, Engineer'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 Engineer or Engineer's consultants from the system and format used by the Engineer or Engineer's consultants to an alternative or upgraded system or format, whether performed by Engineer, Engineer'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 Engineer and/or Engineer's consultants furnish electronic data, the Contractor, any Subcontractors or Sub-subcontractors, material or equipment suppliers, and others agrees to hold Engineer, Engineer'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 Engineer or Engineer'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 Engineer and Engineer'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 Engineer, Engineer'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 Project 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 and legal limitations 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.

**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 Engineer'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 Engineer. 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 for any 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 Engineer'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 Engineer in the Engineer'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 Engineer as a properly prepared, timely Request For Information (RFI) in such form as the Engineer may require.

**3.2.2** Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the Engineer, 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 Engineer any nonconformity discovered by or made known to the Contractor as a Request For Information (RFI) in such form as the Engineer 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 Engineer 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 Engineer 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 Engineer.

**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 approved 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 Engineer and shall not proceed with that portion of the Work without further written instructions from the Engineer. 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 Engineer in the Engineer'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 Bid 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, 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 Engineer 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 Engineer 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 Engineer and properly accepted and authorized by Engineer, 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 Engineer whether or not such submittal has been reviewed or stamped by Engineer. Notice must be specific and transmitted in letter form. If required by Owner or Engineer, 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 Engineer, 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 Engineer, 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 existing facilities, fences or other appurtenances 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 electrical and other 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 requires all Subcontractors, Sub-subcontractors and suppliers to bill Contractor for all sales and use taxes on all materials and equipment incorporated into Project as clearly discernible separate item to facilitate Contractor's keeping tax as separate item of expense on records. Furnish this information to Owner 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 Engineer 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 Engineer 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 \$10,000 and shall be processed pursuant to the Specifications.

### **3.9 SUPERINTENDENT**

**3.9.1** The Contractor shall employ a competent superintendent. Refer to Bid 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 Engineer the name and qualifications of a proposed superintendent. The Owner or Engineer may reply within fourteen (14) days to the Contractor in writing stating: (1) whether the Owner or Engineer has reasonable objection to the proposed superintendent, or (2) that the Owner or Engineer requires additional time to review. Failure of the Owner or Engineer 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 Engineer 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 ten (10) days) after notification of contract award, shall prepare and submit for the Owner's and Engineer'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 Engineer, 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 Engineer's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the Engineer reasonable time, as defined by the Engineer 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 Engineer.

**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 Engineer 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 Engineer is subject to the limitations of Subparagraph 4.2.7. Informational submittals upon which the Engineer 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 Engineer without action.

**3.12.5** The Contractor shall review for compliance with the Contract Documents, approve and submit to the Engineer; 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 Engineer 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 Engineer 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 approved by the Engineer. Such Work shall be in accordance with approved submittals.

- .1** The Contractor shall make all revisions as noted by Engineer 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 Engineer 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 Engineer's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Engineer in writing of such deviation at the time of submittal and the Engineer 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 Engineer's approval thereof.

**3.12.9** The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Engineer on previous submittals. In absence of such written notice the Engineer's approval 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 Engineer 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 Engineer 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 Engineer. The Owner and the Engineer 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 Engineer have specified to the Contractor appropriate performance and design criteria that such services must satisfy. Pursuant to this Subparagraph 3.12.10, the Engineer will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance 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 Engineer 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 Engineer 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 Engineer 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 Engineer.

### **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, ENGINEER, ENGINEER'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 Engineer, the Engineer'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 Engineer, the Engineer'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 Engineer, the Engineer'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 Engineer, 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 approved in writing by Engineer 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 Engineer for clarification before proceeding. A copy of the manufacturer's instructions shall be kept at job site and made available to Engineer.

**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 Engineer.

**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 Engineer, 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, Engineer, 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 Engineer.

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

## **ARTICLE 4**

### **ADMINISTRATION OF THE CONTRACT**

#### **4.0 SCHEDULE OF WORK (at a maximum, in calendar days)**

**Day 0: Contractors receipt of Notice to Proceed**

**Submittals, as needed, to be provided within a reasonable time.**

**Day 30: Contractor attains Substantial Completion**

**Day 37: Contractor attains Final Completion**

#### **4.1 ENGINEER**

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

**4.1.1.1** Each of these terms; "Engineer," "Engineer," "Engineer/Engineer," "A/E," or "Engineer/Engineer" shall mean Engineer, 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 Engineer as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Engineer. Consent shall not be unreasonably withheld.

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

#### **4.2 ENGINEER'S ADMINISTRATION OF THE CONTRACT**

**4.2.1** The Engineer, 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 Engineer

will advise and consult with the Owner. The Engineer 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 Engineer and Owner.

**4.2.2** The Engineer, 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 Engineer, and as Engineer 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 Engineer will not be required to make exhaustive or continuous on-site evaluations or inspections to check the quality or quantity of the Work. The Engineer 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 Engineer for additional site visits made necessary by fault, neglect or request of Contractor.

**4.2.3** The Engineer 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 Engineer 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 Engineer 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 Engineer. Communications by and with the consultants shall be through the Engineer, unless otherwise approved by the Engineer. 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 Engineer's presence at the Project Site shall not imply concurrence or approval of the work. Contractor shall call specific items to the Engineer's attention in writing if he wishes to obtain Engineer's opinion.

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

**4.2.6** The Engineer has authority to reject Work which does not conform to the



Contract Documents. Whenever the Engineer considers it necessary or advisable for implementation of the intent of the Contract Documents, the Engineer 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 Engineer 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 Engineer 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 Engineer's services and expenses.

**4.2.7** The Engineer will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Such review and action on the part of the Engineer is limited to only those submittals required by the Contract Documents. The Engineer'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 Engineer's professional judgment to permit adequate review by the Engineer, Engineer'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 Engineer'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 Engineer's review shall not constitute approval of safety or health precautions or, unless otherwise specifically stated by Engineer, of any construction means, methods, techniques, sequences or procedures. The Engineer's review or approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**4.2.8** The Engineer 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 Engineer may authorize minor changes in the Work as provided in Paragraph 7.4.

**4.2.9** The Engineer and Owner will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion. The Engineer 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 Engineer agree, Engineer will provide one or more project representatives to assist in carrying out the Engineer'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 Engineer will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Engineer'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 Engineer shall be furnished in compliance with this Paragraph 4.2, then delay shall not be recognized on account of failure by the Engineer to furnish such interpretations until twenty (21) days after written request is received.

**4.2.12** Interpretations and decisions of the Engineer 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 Engineer'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 Engineer, 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 Engineer.** Claims, including those alleging an error or omission by the Engineer, shall be referred initially to the Engineer for action as provided in Paragraph 4.4. A decision by the Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer; (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 Engineer; (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 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** The Brazos County representative will monitor the weather and site conditions on a daily basis. Allowances for additional days will be based on the determination of the Brazos County representative.

**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 Engineer 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.

**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 Engineer:**

Claims, including those alleging an error or omission by the Engineer but excluding those arising under Paragraphs 10.3 through 10.5, shall be referred initially to the Engineer for decision. An initial decision by the Engineer 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 Engineer with no decision having been rendered by the Engineer. The Engineer will not decide disputes between the Contractor and persons or entities other than the Owner.

**4.4.2** The Engineer 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 Engineer is unable to resolve the Claim, if the Engineer lacks sufficient information to evaluate the merits of the Claim or if the Engineer concludes that, in the Engineer's sole discretion, it would be inappropriate for the Engineer to resolve the Claim.

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

**4.4.4** If the Engineer 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 Engineer when the response or supporting data will be furnished, or advise the Engineer that no supporting data will be furnished. Within **twenty-one (21)** days of receipt of the response or supporting data, if any, the Engineer 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 Engineer, the Engineer will notify the parties in writing that the Engineer's decision will be made within seven (7) days. Upon expiration of such time period, the Engineer will render to the parties the Engineer'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 Engineer's decision, Engineer 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 Engineer 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** Engineer and Engineer'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 Engineer or Engineer's consultants to complete its services on the Project. The Engineer 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 Engineer 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 Engineer will promptly reply to the Contractor in writing stating whether or not the Owner or the Engineer, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner or Engineer 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 Engineer 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 Engineer has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Engineer 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 Engineer 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 Engineer. Each subcontractor agreement shall preserve and protect the rights of the Owner and Engineer 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 Engineer, 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 12.

#### **6.2 MUTUAL RESPONSIBILITY**

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

**6.2.2** If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Engineer 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 Engineer; a Construction Change Directive requires agreement by the Owner and Engineer 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 Engineer 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 Engineer and signed by the Owner, Contractor and Engineer, 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 7.3.3.

### **7.3 CONSTRUCTION CHANGE DIRECTIVES**

**7.3.1** A Construction Change Directive is a written order prepared by the Engineer and signed by the Owner and Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer. 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 Engineer 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 Engineer 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 Engineer 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 thirty (30) calendar 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 effective upon the final approval of the Agreement, receipt of performance and payment bonds and receipt by the Contractor of the written notice to proceed from either the Owner or the Engineer."

**8.1.3** The date of Substantial completion is the date certified by the Engineer 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 Engineer 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 Engineer, 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 Engineer 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 Engineer.

**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 Engineer'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 \$124,334.00 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 Engineer 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 Engineer may require. This schedule, unless objected to by the Engineer, shall be used as a basis for reviewing the Contractor's Applications for Payment.

**9.2.2** The Engineer 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; at least twenty (20) days before the date established for each progress payment, the Contractor shall submit to the Engineer 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 Engineer 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 Engineer will, within seven (7) days after receipt of the Contractor's Application for Payment and the Engineer's site visit, either, issue to the Owner a Certificate for Payment for such amount as the Engineer determines is properly due or notify the Contractor and Owner in writing of the Engineer'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 Engineer to the Owner, based on the Engineer'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 Engineer's knowledge, information and belief, the observed aesthetic quality of the Work is in accordance with the Contract Documents. The Engineer'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 Engineer. 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 Engineer 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 Engineer 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 Engineer's opinion, the representations to the Owner required by Subparagraph 9.4.2 cannot be made. If the Engineer is unable to certify payment in the amount of the Application, the Engineer will notify the Contractor and Owner as provided in Subparagraph 9.4.1. If the Contractor and Engineer cannot agree on a revised amount, the Engineer will promptly issue a Certificate for Payment for the amount for which the Engineer is able to make such representations to the Owner. The Engineer 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 Engineer'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 Engineer 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 Engineer.

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

**9.6.1.2** Owner may withhold payment to Contractor notwithstanding Engineer'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 shall pay each Sub-contractor 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 Engineer will, on 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 Engineer 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 Engineer 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 Engineer does not issue a Certificate for Payment, through no fault of the Contractor, within seven (7) 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 Engineer, then the Contractor may, upon seven (7) additional days' written notice to the Owner or Engineer, 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 Engineer a comprehensive list of items to be completed or corrected, Contractor's Notice of Substantial Completion, and a written request for Engineer'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 ten (10) days to reach Final Completion of the Work . ~~If the Contractor does not achieve Final Completion within ten (10) 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 Engineer and Owner will make inspections to determine whether the Work or designated portion thereof is substantially complete. If the Engineer'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 Engineer. In such case, the Contractor shall then submit another Contractor's Notice of Substantial Completion and a request for another inspection by the Engineer and Owner to determine Substantial Completion.

**9.8.4** When the Work is substantially complete, the Engineer 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. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

## **9.9 PARTIAL OCCUPANCY OR USE**

**9.9.1** The Owner may occupy, or use, any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under 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, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, 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 Engineer 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 Engineer.

**9.9.2** Immediately prior to such partial occupancy, or use, the Owner, Contractor and Engineer 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 Engineer and Owner will in a reasonable time, make such inspection and when the Engineer and Owner finds the Work acceptable under the Contract Documents and the Contract sufficiently performed, the Engineer will promptly issue a final Certificate for Payment stating that to the best of the Engineer's knowledge, information and belief, and on the basis of the Engineer'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 Engineer'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 Engineer: (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 Engineer so confirms, the Owner shall, upon application by the Contractor and certification by the Engineer 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 Engineer 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 Engineer.

**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 ten (10) 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 ten (10) days after Substantial Completion until Final Completion is achieved. 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 Engineer 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 Engineer, 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 Engineer 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 Engineer.

**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 Engineer 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, Engineer 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 Engineer 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 Engineer for Project site safety conditions created or controlled by the Contractor that result in the Engineer receiving a citation under the OSHA multi-employer citation provision.

**10.2.13** The Contractor shall notify Owner's and Engineer'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 Engineer to protect them from safety and health risks during the performance of their services during the construction of the Project.

**10.2.15** The Engineer'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 Engineer.

**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, Engineer, Engineer'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 Engineer and Engineer'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 Engineer 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 Engineer. The Contractor shall notify the Owner and Engineer 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 Engineer 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 Engineer.

### **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: **\$ 500,000** each accident  
**\$ 500,000** disease, policy limit  
**\$ 500,000** disease, each employee
  - (e) Benefits required by union labor contracts: **As Applicable**
  - (f) "Texas Waiver of Our Right to Recover From Others Endorsement" shall be included in this policy. (Waiver of Subrogation)
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.
  - (f) "Texas Waiver of Our Right to Recover From Others Endorsement" shall be included in this policy. (Waiver of Subrogation)
3. Contractual Liability:
  - (a) Bodily Injury: **\$ 1,000,000** each occurrence
  - (b) Property Damage: **\$ 1,000,000** each occurrence  
**\$ 2,000,000** 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.
  - (d) "Texas Waiver of Our Right to Recover From Others Endorsement" shall be included in this policy. (Waiver of Subrogation)
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
  - (c) "Texas Waiver of Our Right to Recover From Others Endorsement" shall be included in this policy. (Waiver of Subrogation)

**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.

8. Crossings and Encroachment Insurance
- (a) Commercial and industrial crossings and encroachments and contractors' private crossings and encroachments:
  - (b) General Public Liability providing \$5 million for each occurrence and general aggregate limit of \$10 million;
  - (c) Automobile Public Liability providing \$2 million for each occurrence;
  - (d) Worker's Compensation covering the statutory liability determined by state law.
  - (e) Railroad Protective Liability providing \$2 million for each occurrence and aggregate limit of \$6 million.

**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.

**11.2.1.1** Contractor shall purchase and maintain insurance covering Owner's contingent liability for claims which may arise from operations under the Contract.

**.1** Bodily Injury:

**\$ 1,000,000** each occurrence

**\$ 1,000,000** aggregate

**.2** Property Damage:

**\$ 1,000,000** each occurrence

**\$ 1,000,000** aggregate

### **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 Engineer 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. If Owner is damaged by failure of Contractor to maintain such insurance, then Contractor shall bear all reasonable costs properly attributable thereto.

**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 Engineer'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 Engineer'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 Engineer, be uncovered for the Engineer'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 Engineer, Owner or governing authority has not specifically requested to examine prior to its being covered, the Engineer, 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 Engineer, 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 Engineer'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, Engineer 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 Engineers, 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 Engineer. 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, Engineer 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 County shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity, 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), Engineer 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 Engineer, 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 Engineer 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), Engineer 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 Engineer'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 Engineer and Project inspector (if any).

**13.5.5** If the Engineer, 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 Engineer 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 Engineer, 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 Engineer, 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 Engineer'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** Engineer, 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 Engineer 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 Engineer, 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 24, 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 Engineer for use in the administration of the Contract, and the remainder to the Owner.

**OWNER:**  
**BRAZOS COUNTY, TEXAS**



Brazos County Judge  
330 South Texas Ave., Suite 332  
Brazos, Texas 77803

**CONTRACTOR:**  
**CIVIL CONSTRUCTORS, INC.**

  
Carey Smith, President

Date: 1/24/17

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

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

Texcon General Contractors  
Bryan, TX United States

Certificate Number:  
2017-156044

Date Filed:  
01/19/2017

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

Brazos County

Date Acknowledged:

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

Bid# 2016-194  
Roadway Work

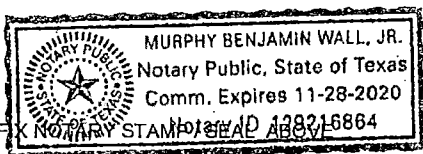
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



*C. D. Smith*  
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Carey D. Smith, this the 24<sup>th</sup> day of January, 20 17, to certify which, witness my hand and seal of office. *Murphy Benjamin Wall, Jr.*

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

**ATTACHMENT "A"**  
**CONSTRUCTION OF DRAKE DRIVE MEDIAN**  
**IMPROVEMENTS**  
**REQUEST FOR PROPOSAL 2016-21**

## Drake Drive Improvements

### Bid Proposal Form

Line	Units	Total Qty.	Description	Unit Price	Extended Price
1	LS	1	Mobilization	\$ 25,000	\$ 25,000
2	Month	1	Traffic Control/ TCP	\$ 10,000.	\$ 10,000
3	LS	1	Rail Road Insurance	\$ 10,000	\$ 10,000
4	LS	1	Rail Road Flagmen	\$ 25,000	\$ 25,000
5	LF	310	Remove Existing Curb	\$ 20.00	\$ 6200
6	LF	353	Construct 8" Special Curb	\$ 28.00	\$ 9884
7	C.Y.	3	Excavation (Topsoil)	\$ 1000	\$ 3000
8	S.Y.	10	Topsoil	\$ 250	\$ 2500
9	S.Y.	20	Cellulose Fiber Mulch Seeding	\$ 100	\$ 2000
10	S.Y.	170	Landscape Stone	\$ 75	\$ 12,750
11	LS	1	Signing and Striping	\$ 8000	\$ 8,000
<b>Construction Cost</b>					\$ 114,334.00
Contract Contingency (set by Brazos County)					\$ 10,000.00
<b>Total Contract</b>					\$ 124,334.00



# **Document A310™ – 2010**

## **Bid Bond**

**CONTRACTOR:**

(Name, legal status and address)

**Civil Constructors Inc.**

P O Box 138, Kurten TX 77862

**SURETY:**

(Name, legal status and principal place of business)

**FCCI Insurance Company**

6300 University Pkwy, Sarasota FL 34240

**OWNER:**

(Name, legal status and address)

**Brazos County Purchasing**

**200 South Texas Ave Ste 352, Bryan TX 77803**

**BOND AMOUNT:** Five Percent of the Greatest Amount Bid (5%)

**PROJECT:**

(Name, location or address, and Project number, if any)

**Bid #2016-194 Drake Drive Median Improvements**

Project Number, if any:

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

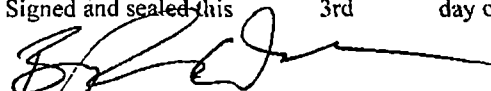
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

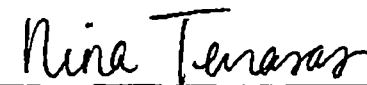
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 3rd day of August, 2016

  
(Witness)

  
(Witness)

**Civil Constructors Inc.**

(Principal)

(Title)

**FCCI Insurance Company**

(Surety)

  
(Title) April M Terbay



More than a policy. A promise.

## GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Patrick L. Watkins; James F. Siddons; Sheila Pennington Noxon; April M. Terbay

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$5,000,000): \$5,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 22<sup>ND</sup> day of September, 2011.

Attest:

Craig Johnson  
Craig Johnson, President  
FCCI Insurance Company



Thomas A. Koval Esq., EVP, Chief Legal Officer,  
Government Affairs and Corporate Secretary  
FCCI Insurance Company

State of Florida  
County of Sarasota

Before me this day personally appeared Craig Johnson, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2016

**ARLENE CUEMAN**  
Notary Public, State of Florida  
My Comm. Expires Sept. 25, 2016  
No. EE 213092

Arlene Cueman  
Notary Public

State of Florida  
County of Sarasota

Before me this day personally appeared Thomas A. Koval Esq., who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2016

**ARLENE CUEMAN**  
Notary Public, State of Florida  
My Comm. Expires Sept. 25, 2016  
No. EE 213092

Arlene Cueman  
Notary Public

## CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 24, 2011 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 3rd day of August, 2016

Thomas A. Koval, Esq., EVP, Chief Legal Officer,  
Government Affairs and Corporate Secretary



## IMPORTANT NOTICE

To obtain information or make a complaint:

You may call FCCI Insurance Group's (FCCI)\* toll-free telephone number for information or to make a complaint at 1-800-226-3224.

You may also write to FCCI Insurance Group Compliance Department e-mail at [StateComplaints@fcci-group.com](mailto:StateComplaints@fcci-group.com).

For Claims, you may write to FCCI Insurance Group Claim Department e-mail at [newclaim@fcci-group.com](mailto:newclaim@fcci-group.com).

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:

PO Box 149104

Austin TX 78714-9104

Fax: 1-512-490-1007

Web: <http://www.tdi.texas.gov>

E-mail: [ConsumerProtections@tdi.texas.gov](mailto:ConsumerProtections@tdi.texas.gov)

### PREMIUM OR CLAIM DISPUTES

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

### ATTACH THIS NOTICE TO YOUR BOND

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

\*The FCCI Insurance Group includes the following insurance carriers: Brierfield Insurance Company, FCCI Advantage Insurance Company, FCCI Commercial Insurance Company, FCCI Insurance Company, Monroe Guaranty Insurance Company, and National Trust Insurance Company.

**Drake Drive Median Improvements  
Bid # 2016-194**

**BRAZOS COUNTY PURCHASING OFFICE**

Brazos County Administration Building  
200 South Texas Ave., Ste. 352  
Bryan, Texas 77803  
Telephone (979) 361-4292

Bid No.2016-194  
Page 1 of 19 pages

Bids will be received, publicly opened, and read aloud at **2:00 P.M., Tuesday, August 3, 2016** in the Brazos County Purchasing Department, Suite 352, Brazos County Administration Building, 200 South Texas Ave., Bryan, Texas.

Release of Bid.....Friday, July 15, 2016  
Advertisement Dates.....Friday, July 15, 2016  
Friday, July 22,  
2016  
Deadline for Questions.....Wednesday, July 27, 2016 at 5:00 p.m. CST  
Bid Submission Deadline.....Wednesday, August 3, 2016 at 2:00 p.m. CST  
Anticipated Award.....August  
Anticipated Construction Start.....August

**A. SUMMARY OF WORK**

This project consists of the construction of concrete curb median improvements, roadway striping and roadway signage in accordance with the bid document, plans and specifications.

**B. ALTERNATES**

See the plans and specifications for additional information

No alternates exist for this project.

**D. CONDITIONS OF BIDDING**

The following instructions apply to all bids and become a part of terms and conditions of any bid submitted to the Brazos County Purchasing Department, unless otherwise specified elsewhere in this solicitation. All Contractors are required to be informed of these Terms and Conditions and will be held responsible for having done so:

1. Definitions: In order to simplify the language throughout this bid, the following definitions shall apply:
  - a. BRAZOS COUNTY - Same as County.

- b. COMMISSIONERS' COURT - The elected officials of Brazos County, Texas given the authority to exercise such powers and jurisdiction of all county business as conferred by the State Constitution and Laws.
  - c. CONTRACT - An agreement between the County and a Vendor to furnish supplies and/or services over a designated period of time during which repeated purchases are made of the commodity specified.
  - d. CONTRACTOR - The successful Contractor(s) of this bid request.
  - e. COUNTY - The government of Brazos County, Texas and its authorized representatives.
  - f. SUB-CONTRACTOR - Any contractor hired by the Contractor or Supplier to furnish materials and services specified in this bid request.
  - g. SUPPLIER - Same as Contractor
2. Upon acceptance and approval by the Commissioners' Court, this bid will be made part of the contract between Brazos County and the successful Contractor for the period designated.
  3. **Bids must be received by the Purchasing Department prior to the time and date specified.**
  4. The County reserves the right to accept or reject in part or in whole, any bids submitted, and to waive any technicalities for the best interest of the County.
  5. Brazos County shall not be responsible for any verbal communication between any employee of the County and any potential Contractor. Only written specifications and written price quotations will be considered.
  6. Brazos County reserves the right to reject any bids that do not fully respond to each specified item.
  7. Should there be a change in ownership or management; the contract shall be canceled unless a mutual agreement is reached with the new owner to continue the contract with its present provisions and prices. This contract is nontransferable and non-assignable by either party.
  8. The County may cancel this contract at any time for any reason, provided a thirty-day written notice is given.
  9. The bid award shall be based on, but not necessarily limited to, the following factors:
    - a. Unit costs
    - b. Total cost including the alternates and addenda
    - c. Experience of subcontractors on similar projects
    - d. Proposer's reputation with similar projects
    - e. Ability to perform contract

f. Vendor's past performance record with Brazos County

10. Although the cost is an essential part of the bid, Brazos County is not obligated to award a contract on the sole basis of cost.
11. Acceptance of work provided shall be made by the County at the sole discretion of the Commissioner's Court when all terms and conditions of the contract and specifications have been met to its satisfaction, including the submission to the County of any and all documentation as may be required.
12. Title and Risk of Loss of the goods shall not pass to Brazos County until the County actually accepts and takes possession of the goods at the point or points of delivery.
13. This agreement shall be governed by the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
14. No bid may be withdrawn after opening time without acceptable reason and with the approval of Commissioner's Court.
15. Bids will not be considered if submitted by telephone, fax or any other means of rapid dispatch, nor will a bid be considered if submitted to any other person or department other than specifically instructed.
16. All bids shall be submitted in accordance with the instructions contained herein. Brazos County will not be liable for any information received through other websites or sources of information. It is the sole responsibility of the vendor to verify the accuracy of information received from sources other than Brazos County. It is recommended that the vendor check the Brazos Valley Bidding System for addenda prior to submitting their bid.
17. There is no expressed or implied obligation for Brazos County to reimburse responding service providers for any expenses incurred in preparing bids in response to this request.
18. **Bids must show full company name, mailing address and telephone number and be manually signed by an authorized sales or quotation representative of the Contractor. Company name and authorized signature shall appear in each space provided. The Contractor must include Employer Identification Number or Social Security Number and signature for the bid to be valid**
19. It is our policy not to disclose bid results over the phone. Bid results will be available only after a contract is awarded by Commissioners Court.
20. **The Contractor shall be responsible for following all provisions of Chapter 2258 of the Government Code relating to the payment of prevailing wages.**

**The wage rates to be used are included in Exhibit A attached. A contractor or subcontractor who violates this section shall pay to Brazos County \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated on Exhibit A.**

21. Bidders must comply with the number of consecutive calendar days required to reach substantial and final completion of the project under normal conditions. Failure to comply with completion time will be considered reason enough to cancel the contract.
22. Bids must be submitted on units of quantity specified. In the event of errors in extended prices the unit price shall govern. In the event of a discrepancy between the numbers given for the price and the word form of the price, the word form shall govern. Any suggested change in quantity on the part of the bidder to secure better price or delivery is welcomed and may be given consideration provided that the bidder also bids on the quantity specified.
23. It is our policy not to furnish bid results over the phone. Bid results and tabulation sheets will be posted on Brazos County website after it is awarded by Commissioners Court.
24. This Bid will be made part of any resulting contract the County may enter into. The terms and conditions of the County, contained in this Bid or the plans for this Bid shall supersede those of the vendor in the event of a conflict.
25. If any provision of this contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
26. No oral statements of any person shall modify or otherwise change or affect the terms, conditions or specifications. All change orders to this agreement shall be made in writing and shall not be effective unless signed by an authorized representative of Brazos County.

**E. SPECIAL PROVISIONS**

1. The project shall be completed, final completion, within thirty (30) days from the issuance of the notice to proceed (NTP) from the County to the contractor. The NTP will be issued after the County's receipt of bonds, certificate of insurance and schedule. The 30 day completion time does not include any additional time required to secure railroad flagmen. The flagmen shall be scheduled a minimum of two weeks in advance of their needed presence on the site.

2. Contractors with questions regarding the bid should submit them in writing via the Brazos Valley Online Bidding System at <https://brazosbid.cstx.gov>.
3. Fill out the bid completely, identify the bid name and number on the outside and return it to the Brazos County Purchasing Department, Administration Building, 200 South Texas Ave., Suite 352, Bryan, Texas 77803 by 2:00 p.m., Wednesday, August 3, 2016. The bid is invalid if it is not deposited at the designated location prior to the time and date advertised, or prior extension issued by the County.
4. All bids shall be prepared on the bid forms located on the Brazos County web site <https://brazosbid.cstx.gov>. The proposer must put the bid number and name on the front of the envelope before mailing it to the Purchasing Department.
4. In addition to the County's bid form, all bids shall be accompanied by a Contractor's Qualification Statement (AIA Document A-305 or equal) listing no more than five (5) similar representative projects with the project's owner and engineer contact information.
5. During the evaluation process, Brazos County reserves the right, in the best interest of the County, to request additional information or clarification from Contractors.
6. The contract shall be awarded to the responsible Contractor whose bid is determined to be the best evaluated offer.
7. Your response to this bid should be clear and concise addressing all requirements listed above and any other factors not specifically mentioned which would be advantageous to Brazos County.
8. Performance Standards:
  - a. All services contracted herein shall be done in a courteous and orderly manner. All Contractor personnel shall be appropriately dressed at all times while on the property.
  - b. The personnel performing the services contracted herein shall be under the sole responsibility and the employ of the Contractor.
  - c. All materials and equipment brought to the site are the full responsibility and liability of the Contractor until removed from the site as required.
  - d. Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools, transportation, and other facilities and services necessary for the proper execution and completion of the work herein contracted to be done.



- e. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and order of any public authority in connection with the performance of the work herein to be done.
- f. The Contractor shall be responsible for initiating, maintaining and supervising appropriate safety precautions and programs in connection with the work herein contracted to be done. The Contractor shall take all reasonable precautions for safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (1) all employees on the project and other persons who may be affected thereby, (2) the project and all materials and equipment to be incorporated therein, and (3) other property at the site or adjacent thereto.
- g. Contractor will be responsible for immediate notification of all damage to the property by the Contractor or its representative(s).

**F. Trade Secrets, Confidential Information and the Texas Public Information Act**

- 1. Brazos County, Texas is subject to the Texas Publication Information Act, Chapter 552, Texas Government Code. Bids submitted to Brazos County, Texas in response to this solicitation are subject to release by the County as public information. If the Bidder believes that the Bid response, or part of it are confidential, as proprietary information, (s)he must specify that either all or part is excepted, and provide specific and detailed justification for its claim of confidentiality. Vague and general claims to confidentiality are not acceptable. All Bids or parts of the Bids which are not marked as confidential will be considered public information after a contract has been awarded. The successful Bid may be considered public information even though parts are marked confidential.
- 2. Brazos County, Texas assumes no responsibility for asserting legal arguments on behalf of Bidders. Bidders are advised to consult with their legal counsel concerning disclosure issues resulting from this bid process and to take precautions to safeguard trade secrets and other proprietary information.
- 3. Marking your entire Bid CONFIDENTIAL/PROPRIETARY is not in conformance with the Texas Public Information Act.

**G. Conflict of Interest**

- 1. The Bidder shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Brazos County.

2. By signing and executing this Bid, the Bidder certifies and represents to the County the Bidder has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value for the receipt of special treatment, advantage, information, recipient's decision, opinion, recommendation, vote or any other exercise of discretion concerning this Bid.
3. With the exception of interviews and other contacts initiated by Brazos County relevant to the selection process, Bidders, their employees or representatives, are prohibited from contacting any official or employee of Brazos County, except the Purchasing Agent, in regard to this Bid from the issuing date of the Bid until the date the Brazos County Commissioner's Court meets to consider award of the Bid. Any such contact will be grounds for rejection of the vendor's bid.

#### **H. Addenda and Modifications**

1. Any changes, additions or clarifications to the Bid will be made by numbered addenda and must be acknowledged in the Bid.
2. Any firm in doubt as to the meaning of any part of these requirements may request an interpretation thereof from the Purchasing Agent. At the request of the Bidder, or in the event the Purchasing Agent deems the interpretation to be substantive, the interpretation will be made by written addendum issued by the Purchasing Department. Such addendum will be posted on the Brazos Valley Online Bidding System and will become a part of the Bid package, having the same binding effect as provisions of the original Bid. No verbal explanation or interpretations will be binding. In order to have a request of interpretation considered, the request must be submitted in writing and must be received by the Purchasing Department no later than the question deadline.
3. All addenda, amendments and interpretations of this solicitation shall be in writing. Brazos County shall not be legally bound by any amendment or interpretation that is not in writing. Only information supplied by the County in writing or in this Bid should be used in preparing Bid responses.
4. The County does not assume responsibility for receipt of any addendum sent to Bidders.
5. All addenda must be acknowledged on this form.

#### **I. Examination of Documents and Requirements**

1. Each Bidder shall carefully examine all Bid documents and be thoroughly familiar with all requirements prior to submitting a Bid.

2. Before submitting a Bid, each Bidder shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of the Bid. Failure to make such investigations and examinations shall not relieve the Bidder of the obligation to comply, in every detail, with all provisions and requirements of the Bid.

**J. Taxes**

1. Brazos County is tax exempt. Tax exemption certificates will be executed by the County upon request.

**K. Insurance**

The Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors. The Contractor's insurance coverage shall be primary insurance with respect to the County, its

officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be considered in excess of the Contractor's insurance and shall not contribute to it. Further, the Contractor shall include all subcontractors as additional insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. **All Certificates of Insurance and endorsements shall be furnished to the County's Representative and approved by the County *before* work commences.**

Standard Insurance Policies Required:

- a. Commercial General Liability Policy
- b. Automobile Liability Policy
- c. Worker's Compensation Policy
- d. Commercial and Industrial Crossings and Encroachments and Contractor's Private Crossings and Encroachments

General Requirements applicable to all policies:

- a. Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- b. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.

- c. "Claims Made" policies will not be accepted.
- d. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Brazos County.
- e. Brazos County shall be named as additional insured on all policies.
- f. All insurance policies shall be furnished to Brazos County upon request.

### **1. COMMERCIAL GENERAL LIABILITY**

- a. General Liability insurance shall be written by carrier with an A:VIII or better rating in accordance with the current Best Key Rating guide.
- b. Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- c. No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.
- d. Excess Liability Umbrella Policy in the amount of not less than \$2,000,000.00 will be provided at the Contractor's expense.
- e. Waiver of Subrogation is required.

### **2. AUTOMOBILE LIABILITY**

- a. General Liability Insurance shall be written by a carrier with an A:VIII or better rating in accordance with the current Best Key Rating Guide.
- b. Minimum Combined Single Limit of \$600,000.00 per occurrence for bodily injury and property damage.

### **3. CROSSINGS AND ENCROACHMENT**

- a. Commercial and industrial crossings and encroachments and contractors' private crossings and encroachments:
- b. General Public Liability providing \$5 million for each occurrence and general aggregate limit of \$10 million;
- c. Automobile Public Liability providing \$2 million for each occurrence;
- d. Worker's Compensation covering the statutory liability determined by state law.
- e. Railroad Protective Liability providing \$2 million for each occurrence and aggregate limit of \$6 million.

### **4. WORKER'S COMPENSATION INSURANCE**

Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas compensation insurance policy; either directly through their employer's policy (the Contractor's or subcontractor's policy) or through an executed coverage agreement on an approved TWCC form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Contractors and subcontractors *must* use that

portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.

The worker's compensation insurance shall include the following terms:

- a. Employer's Liability limits of \$500,000.00 for each accident is required.
- b. "Texas Waiver of Our Right to Recover From Others Endorsement" shall be included in this policy. (Waiver of Subrogation)

Pursuant to the explicit terms of Title 28, Section 110.110 ( c ) (7) of the Texas Administrative Code, the bid specifications, this Agreement, and all subcontracts on this Project must include the following terms and conditions in the following language, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

*A. Definitions:*

Certificate of coverage ("certificate") - *A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Worker's Compensation Commission, or a coverage agreement )TWCC-81), TWCC-83, or TWCC-84), showing statutory worker's compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.*

Duration of the project - *includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.*

Persons providing services on the project ("subcontractors" in section 406.096 of the Texas Labor Code) - *includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.*

- B. *The Contractor shall provide coverage, based on the proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the Contractor providing services on the project, for the duration of the project.*

- C. *The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.*
- D. *It the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.*
- E. *The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:*
  - (1) *a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file providing services on the project, and certificates of coverage showing coverage for all person; and*
  - (2) *no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.*
- F. *The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.*
- G. *The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.*
- H. *The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.*
- I. *The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:*
  - (1) *provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreement, that meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all of its employees providing services on the project, for the duration of the project;*
  - (2) *provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;*
  - (3) *provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period*

*shown on the current certificate of coverage ends during the duration of the project.*

*(4) obtain from each other person with whom it contracts, and provide to the Contractor:*

*(a) a certificate of coverage, prior to the other person beginning work on the project; and*

*(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;*

*(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;*

*(6) notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person know or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and*

*(7) contractually require each person with whom it contracts, to perform as required by paragraphs (a)-(g), with the certificates of coverage to be provided to the person for whom they are providing services.*

*J. By signing this contract, or providing, or causing to be provided a certificate of coverage, the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier, or, in the case of a self-insured, with the commission's Division of Self-Insurance regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.*

**4. CERTIFICATES OF INSURANCE** certificates shall be prepared and executed by the insurance company or its authorized agent, and shall contain the following provisions and warranties:

- a. The company is licensed and admitted to do business in the State of Texas.
- b. The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas State Board of Insurance or ISO.
- c. All endorsements and insurance coverage according to requirements and instructions contained herein.
- d. The form of the notice of cancellation, termination, or change in coverage

- provisions to Brazos County.
- e. Original endorsements affecting coverage required by the section shall be furnished with the certificates of insurance.

**L. Compliance with Law**

The Contractor's work and materials shall comply with all state and federal laws, municipal ordinances, regulations, and directions of inspectors appointed by proper authorities having jurisdiction.

The Contractor shall perform and require all subcontractors to perform the work in accordance with applicable laws, codes, ordinances, and regulations of the State of Texas and the United States and in compliance with OSHA and other laws as they apply to its employees. In the event any of the conditions of the specifications violate the code for any industry, then such code conditions shall prevail.

The Contractor shall follow all applicable state and federal laws, municipal ordinances, and guidelines concerning soil erosion and sediment control throughout the Project and warranty term.

**M. Safety Precautions**

Safety precautions at the site are a part of the construction techniques and processes for which the Contractor shall be solely responsible. The Contractor is solely responsible for handling and use of hazardous materials or waste, and informing employees of any such hazardous materials or waste. The Contractor shall provide copies of all hazardous materials and waste data sheets to the County project manager upon request.

The Contractor has the sole obligation to protect or warn any individual of potential hazards created by the performance of the work set forth herein. The Contractor shall, at its own expense, take such precautionary measures for the protection of persons, property, and the work as may be necessary. The Contractor shall be held responsible for all damages to property, personal injuries and/or death due to failure of safety devices of any type or nature that may be required to protect or warn any individual of potential hazards created by the performance of the work set forth herein; and when any property damage is incurred, the damaged portion shall immediately be replaced or compensated for by the Contractor at its own cost and expense.

**N. Indemnity**

To the fullest extent permitted by law, the Contractor agrees to and shall indemnify, hold harmless, and defend the County, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind,



including all expenses of litigation, court costs, and attorney's fees for injury to or death of any person, for damage to any property, or for any breach of contract, arising out of or in connection with the work done by the Contractor under this Contract, provided that any such claim, loss, damage, cause of action, suit or liability is caused in whole or in part by an act or omission of the Contractor, any subcontractor, or any person, organization directly or indirectly employed by any of them to perform or furnish work on the Project. This indemnity shall apply regardless of whether such injuries, death, damages, or breach are caused in part by the negligence or omission of the County, any other party indemnified hereunder, the Contractor, or a third party.

The indemnification shall include but not be limited to the following specific instances:

- a. In the event the County is damaged due to the act, omission, mistake, fault or default of the Contractor, then the Contractor shall indemnify and hold harmless and defend the County for such damage.
- b. The Contractor shall indemnify and hold harmless and defend the County from any claims for payment for goods or services brought by any material suppliers, mechanics, laborers, or other subcontractors.
- c. The Contractor shall indemnify and hold harmless and defend the County from any and all injuries to or claims to adjacent property owners caused by the Contractor, its agents, employees and representatives.
- d. The Contractor shall be responsible for any damage to the floor, walls, etc., caused by the Contractor's personnel or equipment.
- e. The Contractor shall also be responsible for the removal of all related debris.
- f. The Contractor shall also be responsible for subcontractors hired.
- g. The Contractor shall indemnify, hold harmless, and defend the County from any liability caused by the Contractor's failure to comply with applicable federal, state, or local regulations, that touch upon or concern the maintenance of a safe and protected working environment and the safe use and operation of machinery and equipment in that working environment, no matter where fault or responsibility lies.

The indemnification obligations of the Contractor under this section shall not extend to include the liability of any architect, their consultants, and agents or 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, their 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.

**O. Release**

The Contractor assumes full responsibility for the work to be performed hereunder, and hereby releases, relinquishes, and discharges the County, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether employees of either party or other third parties) and any loss of or damage to any property (whether property of either of the parties hereto, their employees, or of third parties) that is caused by or alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance, and in the event of injury, death, property damage, or loss suffered by the Contractor, any subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish work on the project, this release shall apply regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the County.

**P. Bonding Requirements**

1. All bidders must submit, with bid, a cashier's check or certified check for at least five percent (5%) of the total bid price, payable to the order of Brazos County or a Bid Bond in the same amount issued by a surety, acceptable to Brazos County, authorized to do business in the State of Texas, as a guarantee that the Bidder will do the work described herein at the rates stated herein. Unsuccessful bidder's Cashier's Check or Certified Check will be returned after a written request to do so has been received by the Purchasing Agent.
2. The successful bidder must provide to the Purchasing Department, a performance bond and a payment bond, each in the amount of 100% of the total contract sum within ten (10) calendar days after receipt of notification of bid award. Such bonds shall be executed by a corporate surety duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue surety bonds with a Best Rating "A" or better. BRAZOS COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY SURETY COMPANY PROPOSED BY THE BIDDER. IN THE EVENT BRAZOS REJECTS THE PROPOSED SURETY COMPANY THE BIDDER WILL BE AFFORDED FIVE (5) ADDITIONAL DAYS TO SUBMIT THE REQUIRED BONDS ISSUED BY A SURETY COMPANY ACCEPTABLE TO BRAZOS COUNTY.

**Q. Bid Submittal**

1. The Contractor shall submit the bid on the forms enclosed on the Brazos County web site. All blank spaces in forms shall be correctly filled in by typewriter or manually in ink and the bidder shall state the prices.
2. If a bid is submitted by an individual, their name must be signed by them or their duly authorized agent. If the bid is submitted by a firm, association, or partnership, the name and address of each member must be given, and the bid must be signed by an official or duly authorized agent.
3. **The Contractor must submit one original of the bid to Brazos County.**
4. The complete bid should include the following:
  - f. Completed and signed Bid.
  - g. Contractor's Qualification Statement (AIA Document A-305 or equal)
  - h. Bid bond, certified check or cashier's check for 5% of the total bid amount
  - i. Completed Bid Form
5. By signing the certification below, the vendor verifies that all plans, special conditions and specifications have been reviewed and are considered in the pricing attached.

**S. Pricing**

The pricing should be completed on the attached bid form.

**T. Addenda**

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

No. \_\_\_\_\_ No. \_\_\_\_\_ No. \_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_ Date \_\_\_\_\_

U. **Certification of Bid**

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.

Brazos County is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's Excluded Parties List System (EPLS, <http://www.epls.gov>), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Respondent certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>.

Signed By: C. D. Smith Title: President

Typed Name: Carey D. Smith

Company Name: Civil Constructors Inc. dba  
Texcon General Contractors Phone No. 979-690-7711

Mailing Address: PO Box 138 Kurten TX 77862  
P. O. Box or Street City State Zip

Employer Identification Number: 32-0299388

CORPORATE SEAL IF SUBMITTED BY A CORPORATION  
END OF BID NO. 2016-194

By signing below, Brazos County agrees that this BID 2016-194 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 \_\_\_\_\_

Date \_\_\_\_\_

Attest: Brazos County Clerk \_\_\_\_\_



# AIA® 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 S. Texas Ave

Bryan TX 77803

SUBMITTED BY: Texcon General Contractors

NAME:

ADDRESS: PO Box 138 Kurten TX 77862

PRINCIPAL OFFICE:

- ☒ Corporation
- ☐ Partnership
- ☐ Individual
- ☐ Joint Venture
- ☐ Other

NAME OF PROJECT (if applicable): Drake Drive Median Imp.

Bid #2016-194

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

- ☒ General Construction
- ☐ HVAC
- ☐ Electrical
- ☐ Plumbing
- ☐ Other (please specify)

### § 1. ORGANIZATION

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

28

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

6

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

Civil Constructors Inc

### 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 If your organization is a corporation, answer the following:

- § 1.3.1 Date of incorporation: 1-2-10
- § 1.3.2 State of incorporation: Texas
- § 1.3.3 President's name: Carey D. Smith
- § 1.3.4 Vice-president's name(s) O.E. Smith

§ 1.3.5 Secretary's name:

§ 1.3.6 Treasurer's name:

§ 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.

See Attached

§ 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?

Yes

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

Yes

§ 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.

See Attached

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

\$1,000,000 < \$2,000,000

§ 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.

See Attached

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

See Attached

§ 4.2 Bank References:

See Attached

§ 4.3 Surety:

§ 4.3.1 Name of bonding company:

See Bid Bond

§ 4.3.2 Name and address of agent:

#### § 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:

See Bond Information

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-subsidiary).

§ 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 3<sup>rd</sup> day of August 2016

Name of Organization: Texcon

By: Carl H.

Title: President

| (Paragraphs deleted)





General Contractors

*Division of Civil Constructors Inc.*

1707 Graham Rd. — College Station, TX 77845 — 979.690.7711 — Fax: 979.690.9797

## SUPPLIER REFERENCES

1. HD Supply Water Work  
4030 Greens Prairie Rd West  
College Station TX 77845  
Account # 191351  
Phone # 979-690-8448  
Fax # 979-690-9467  
Representative-Harold Campbell
  
2. TXI Concrete  
PO Box 991  
Bryan TX 77801  
Account # 11267  
Phone # 979-778-1818  
Fax # 979-778-5503  
AR Contact-Diane Donle
  
3. CMC Construction Services  
10650 HWY 30  
College Station TX 77845  
Account # 775210  
Phone #979-774-5900  
Fax # 979-774-5902  
Representative-Kim Pavlich



General Contractors

*Division of Civil Constructors Inc.*

1707 Graham Rd. - College Station, TX 77845 - 979.690.7711 - Fax: 979.690.9797

### BANK REFERENCES

1. American Momentum Bank  
One Momentum Blvd  
College Station TX 77845  
Frank Varisco-President  
979-599-9348

### GENERAL CONTRACTOR REFERENCES

1. Madison Construction  
1640 Briarcrest Dr  
Bryan TX 77802  
Phone # 979-268-5520  
Mike Jones-President
2. Weis Builders, Inc.  
1660 South Stemmons Freeway  
Suite 475  
Dallas TX 75067  
Phone # 469-464-3333  
Fax # 469-464-3315  
Michael Wert-Project Manager

# **TEXCON GENERAL CONTRACTORS**

## **REFERENCE LIST FOR CONSTRUCTION PROJECTS**

## TEXCON GENERAL CONTRACTORS

### REFERENCES: CONSTRUCTION PROJECTS

Texas A&M Univ. – Easterwood Airport  
George Cole  
(979) 845-1431

Kling Engineering  
Stewart Kling  
(979) 846-6212

Rusk State Hospital  
John Short  
(817) 545-8597

McClure Engineering  
Mike McClure  
(979) 693-3838

Brazos County Road & Bridge  
County Engineer  
Richard Vance  
(979) 822-2127

Highland Interests  
Mark Carrabba  
(979) 778-8850

City of Bryan  
City Engineer  
Paul Kaspar  
(979) 361-3611

City of College Station  
City Engineer  
Robert Mosely  
(979) 764-3581

Bryan Independent School District  
Mike Kristynik  
(979) 361-5399

College Station I.S.D.  
David Neal  
(979) 764-5455

Universal Computer Services  
College Station, TX  
Carlin Cooper  
(979) 595-2600

Bryan Development Ltd.  
Morris "Buzz" Hamilton  
(979) 776-2300

Texas A&M University  
Jim Boswell  
(979) 845-8857

Rosenberger Construction, L.P.  
Kent Rosenberger  
(281) 556-6100

# TEXCON GENERAL CONTRACTORS

## KEY CONSTRUCTION PROJECTS

(COMPLETED OR IN PROGRESS)

*Type of work includes but is not limited to the following:*

### Concrete Work

*Building foundations, curb and gutter, concrete paving, sidewalks, concrete retaining walls, concrete riprap, concrete channels and swales, drainage inlets, junction boxes, manholes and related work.*

---

### Site Work

*Clearing & grubbing, stripping topsoil, excavation, embankment, lime stabilization, finish grading, proof rolling, subgrade work, limestone base, select fill and compaction, detention ponds and related work.*

---

### Underground Utilities & Drainage Construction

*Storm drains, manholes, inlets, sanitary sewer lines, water lines, electrical conduit, trench safety & related work.*

---

- **Kyle Field Ph 2 – College Station** **\$ 1,289,145**  
 Site fine grading and concrete/sidewalk paving, lime stabilization
- **Cherry Street Apartments** **\$265,273**  
 Clear and grub, site demolition, building pad, excavation and backfill, water, sewer and storm utilities, erosion control
- **Atlas Hotel Traditions** **\$ 199,236**  
 Building pad excavation and select fill backfill
- **Traditions Ph 27** **\$362,646**  
 Site excavation and embankment, storm sewer, temporary street construction using lime, limestone base and chip seal
- **Traditions Ph 26** **\$1,608,932**  
 Clear & grub, site excavation/embankment, water, sewer and drainage including box culverts and retaining walls, concrete/asphalt paving, seeding
- **Indian Lakes Ph 23** **\$890,945.25**  
 Clear & grub, site excavation/embankment, water and storm drainage, asphalt paving, seeding
- **Creek Meadows Sec 7, Ph 1 & 2** **\$2,977,220**  
 Clear & grub, site excavation/embankment (including rock excavation), water, storm and sewer utilities, sanitary sewer lift station, asphalt/concrete streets & sidewalks
- **Tiffany Park – Elementary School Site Work** **\$ 198,500**  
 Clear & grub 12 acres, site cut & fill, lime stabilization, seeding
- **Navasota Mining – Site “A” Ponds and Reclamation** **\$1,356,000**  
 Build leachate ponds with clay liner & reclaim site
- **City of Bryan – Prison Site** **\$ 136,000**  
 Clear & grub, cut & fill, compaction, seeding, fertilizing, watering
- **Carrabba Investments – Austin’s Colony Phase II, Bryan** **\$ 410,200**  
 Excavation, lime stabilization, limestone base, water, sewer, storm sewer, curb & gutter
- **Carrabba Investments – Austin’s Colony Phase III, Bryan** **\$ 276,000**  
 Excavation, lime stabilization, limestone base, water, sewer, storm sewer, curb & gutter

- **College Station ISD – College Station Junior High**  
Excavation & embankment for track and football field, earthwork, storm sewer, lime stabilization, finish grading hot mix asphalt, concrete curb, sidewalk, seeding, stadium lighting.

**\$ 340,000**
- **W.H. Bass, Inc. – Chick-Fil-A, Bryan**  
Demolition work, site work, concrete paving, building foundation

**\$ 180,000**
- **Melrose Apartments – College Station**  
Site work, drainage, water, sanitary sewer, paving

**\$2,178,000**
- **Universal Computer Systems – College Station**  
Clear & grub, cut & fill, lime stabilization, flexible base, select fill, building pad

**\$ 952,000**
- **Koch Microelectronic Service Co.**  
Site work, lime stabilization, flexible base, concrete paving, concrete structures, drainage, water, sanitary sewer

**\$1,300,000**
- **Kings Harbor Center – Houston**  
Excavation, lime stabilization, concrete paving, drainage, water, sanitary sewer

**\$1,200,000**
- **Austin Colony Parkway – Bryan**  
Clear & grub, cut & fill, lime stabilization, curb & gutter, flexible base, asphalt paving, box culverts, concrete bridge structure

**\$1,500,000**
- **Bryan Elementary School #16**  
Clear & grub, cut & fill, lime stabilization, concrete paving, utilities

**\$ 684,000**
- **Autumnwood Apartments – Bryan**  
Clear & grub, cut & fill, lime stabilization, storm sewer & water lines

**\$ 403,000**
- **College Station Business Center, Phase II-B**  
Concrete street construction, storm sewer, water lines, electrical duct bank

**\$ 635,000**
- **Graham Road Rehabilitation – College Station**  
Rehabilitate existing 2-lane asphalt road into 47' wide concrete pavement section with sidewalks, relocation of utilities, drainage system construction

**\$2,174,000**
- **Park Hudson, Street/Utility Improvements – Bryan**  
Construction of infrastructure for new Business Park, including streets, underground utilities, storm sewer

**\$1,800,000**
- **Copperfield Subdivision, Sections 10-D & 10-E – Bryan**  
Street, utility and drainage system construction for residential subdivision

**\$ 750,000**

- **Bridle Gates Estates – College Station** **\$ 320,000**  
Street, utility and drainage system construction for residential subdivision
- **Annual Brazos County Contract, 1995-2001** **\$4,850,000**  
Maintenance: Seal coat operations for roadway rehabilitation, replace culverts, clean & regrade ditches, prepare subgrade, limestone base subgrade, compaction & grading  
New Construction: Clear & grub, build new road bed, limestone base subgrade, set culverts, compaction, grading.
- **TAMU White Creek** **\$ 110,500**  
Relocate dirt channel and line with rock rubble riprap
- **TAMU Easterwood Airport** **\$ 313,500**  
Drainage improvements, reinforced concrete pipe, manholes, inlets
- **City of College Station Bee Creek Sewer & Channel Rehab** **\$ 348,000**  
12" sanitary sewer & manholes, 2500' of low flow channel, concrete riprap
- **Lowe's Supercenter, Bryan** **\$ 939,000**  
Site work, earthwork, water, sanitary sewer, storm sewer, inlets, manholes and other utilities
- **City of Bryan – Miscellaneous Drainage** **\$ 77,000**  
Remove & replace damaged channel concrete
- **Eastgate Utility Rehabilitation Project – College Station** **\$ 730,000**  
Replace existing sanitary sewer lines, water lines & services
- **Spring Creek Sanitary Sewer Line – College Station** **\$ 588,000**  
Construct 7650 linear feet of 27" sanitary sewer interceptor line
- **Dunn Street Water Line Improvements – Bryan** **\$ 129,000**  
Replace 1300 linear feet of 12" water line
- **City of College Station Annual Curb & Gutter Contract** **\$ 200,000**  
Remove & replace curb and gutter
- **City of Bryan – Villa Maria Brick Pavers Raised Median** **\$ 31,500**  
Concrete curb, brick base, brick pavers, painted curbs.
- **City of Bryan – Handicap Ramp Improvements** **\$ 42,500**  
ADA handicap ramp construction
- **City of College Station – Brick Pavers Sidewalk** **\$ 82,500**  
Curbs and paver base, layered brick pavers, ADA ramps, concrete sidewalk
- **Wellness Center Entrance Driveway – Bryan** **\$ 100,000**  
Concrete pavement construction including stamped colored concrete



- **Brazos Valley Physicians' Organization Hospital, Bryan**  
Design and construction of the site work and infrastructure for the project. This included the grading plan for the site, the drainage system (storm sewer and detention facility), and water & sanitary sewer lines

**\$1,100,000**
- **Texas A&M Domestic Water Systems Improvements**  
Construction of a 3 million gallon water storage tank, laid 4500 linear feet of 30" water line and 3500 linear feet of 12" water line, bore & case under railroad spur, FM 60 (University Drive) & various campus streets, installed 3 18" motor operated valves at the pump station and installed cathodic protection system on existing 18" & 20" water supply lines

**\$3,600,000**
- **Texas A&M University – Urban Search & Rescue**  
Site earthwork, concrete building pads, and construction of riprap mock "rubble" piles used for training activities

**\$ 61,000**
- **BETCO – Bryan**  
Site work, waterlines, sanitary sewer lines and pavement

**\$ 540,000**
- **Park Meadows Subdivision**  
Site work, earthwork, pavement, drainage, water lines & sanitary sewer lines

**\$1,200,000**
- **Signature Ridge Apartments, San Antonio**  
Asphalt paving

**\$ 94,000**
- **LaSalle Hotel Plaza, Bryan**  
Asphalt parking lot with concrete curb & gutter, sidewalks and ADA ramps and rehabilitation of existing water and sanitary sewer lines

**\$ 215,000**
- **U.S. Highway 290, Washington County**  
Hot mix asphalt overlay project

**\$2,200,000**
- **South Hampton, Phase 1 – College Station**  
Earthwork for streets, lime stabilization, limestone base, concrete curb & gutter, hot mix asphalt pavement, storm sewer, off-site sanitary sewer, including a 16" sanitary sewer line bore under SH 6, electrical conduit, erected light poles & lights, tied into existing boxes on TXDOT right-of-way, drainage channel excavation & construction of a concrete pilot channel

**\$ 277,500**
- **Green Branch Ridge Subdivision, Phase 1 – Brazos County**  
Clear & grub, site work, asphalt paving, drainage and water lines

**\$ 132,000**
- **City of College Station – Curb & Gutter 2000-01**  
Remove/replace defective concrete curb & gutter sections, replace sidewalks and ADA ramps

**\$ 373,000**
- **North Forest Parkway, College Station**  
Asphalt paving, brick pavers, concrete curb & gutter, color stamped concrete ADA ramps

**\$ 274,000**

- **College Station Parking Garage** \$ 61,000  
Clear & grub, embankment, excavation, grading and select fill for garage entrance ramp
- **AAMCO Transmission – College Station** \$ 30,000  
Asphalt parking lot and curb & gutter
- **Heat Transfer Research Institute, College Station** \$ 267,000  
Site clearing & grubbing, site earthwork with select fill placed under building pads, concrete paving for streets, sidewalks (including color stamped concrete) and parking lots
- **Bryan Municipal Service Center** \$ 336,000  
Site demolition, select fill placed under building pads, concrete building slabs, lime stabilized pavement subgrade, on-site concrete paving, on-site water lines & sanitary sewer lines
- **F.M. 60 (University Drive at SH 6), Brazos County** \$6,026,000  
Widening of a urban roadway from 4 lanes to 6 lanes, including the widening of the SH 6 overpass and the Carter Creek relief bridge; also includes lime stabilized subgrade, flexible base, hot mix asphalt pavement, storm sewer, signals and lighting
- **River Place Subdivision, Brazos County** \$ 457,000  
Site work, asphalt pavement, drainage & water lines
- **U.S. Highway 290, Lee County** \$3,430,000  
Rehabilitation of roadway consisting of cement treated subgrade, hot mix asphalt pavement, concrete pavement, concrete curb & gutter, driveways and downtown beautification
- **Texas A&M Bush Library Parking Area** \$ 130,000  
Excavation, grading & drainage
- **U.S. Highway 77, Milam County** \$2,768,000  
Hot mix asphalt overlay project
- **F.M. 1179 (Villa Maria Road), Brazos County** \$1,279,000  
Spot repairs, planning, seal coat and hot mix asphalt overlay
- **S.H. 6 (Business Route) – Grimes County,  
S.H. 21/S.H. 36 – Burleson County, S.H. 36 – Milam County** \$4,596,000  
Hot mix asphalt overlay projects
- **City of Bryan Street Maintenance 2000** \$1,850,000  
Replaced water lines, hot mix asphalt pavement, curb & gutter, sidewalks and ADA ramps
- **Pendleton Drive, Bryan** \$ 833,000  
New-location street constructed of concrete curb & gutter with asphalt pavement, concrete sidewalks with ADA ramps, 3-barrel 8'x4' box culvert and landscaping

• <b>Mitchell Energy, Bryan</b>	<b>\$ 52,000</b>
Clear & grub, site work, select fill, lime stabilization, concrete parking lot and building slab	
• <b>Greens Prairie Investors – 24" Water Line, College Station</b>	<b>\$ 680,000</b>
7500 linear feet of 24" water line for Castlegate Subdivision	
• <b>Whitetail Run Subdivision – Brazos County</b>	<b>\$ 125,000</b>
Roadway construction	
• <b>Luther Street Apartments - College Station</b>	<b>\$1,150,,000</b>
Site work, grading, drainage and utility construction	
• <b>Heritage Townhomes – College Station</b>	<b>\$ 400,000</b>
Site work, grading, drainage, utility construction and paving	
• <b>HEB Grocery Store - College Station</b>	<b>\$1,485,000</b>
Select fill for building pad, grading, drainage, including underground storm water detention facility and utilities	
• <b>University Ranch, Contract 2 – Bryan</b>	<b>\$3,200,000</b>
Street, drainage and utility construction	
• <b>Wellborn Road Passageway – TAMU, College Station</b>	<b>\$2,400,000</b>
Earthwork and utilities	
• <b>State Highway 105, Washington County</b>	<b>\$3,700,000</b>
Shoulder widening, grading, flexible base, asphalt, extending culverts	
• <b>US Highway 79, Robertson County</b>	<b>\$5,900,000</b>
Asphalt overlay project	
• <b>US Highway 290, Lee County</b>	<b>\$ 249,000</b>
Constructing left turn lane	
• <b>US Highway 79, Milam County</b>	<b>\$3,099,000</b>
Asphalt overlay project	
• <b>State Highway 7, Leon County</b>	<b>\$2,585,000</b>
Surface treatment and asphalt overlay	
• <b>US Highway 79, Leon County</b>	<b>\$2,347,000</b>
Pavement repair, surface treatment and asphalt overlay	
• <b>US Highway 77, Fayette County</b>	<b>\$2,388,000</b>
Pavement repair, surface treatment and asphalt overlay	
• <b>Interstate Highway 45, Walker County</b>	<b>\$ 820,000</b>
Construct entrance ramp, surface treatment and asphalt overlay	
• <b>F.M. 332, Washington County</b>	<b>\$1,177,000</b>
Structures, flexible base, cement treatment & surface treatment	

• <b>F.M. 2347, Brazos County</b>	<b>\$ 208,000</b>
Flexible base, lime treatment & surface treatment	
• <b>F.M. 39, Madison County</b>	<b>\$2,217,000</b>
Structures, flexible base, cement treatment & surface treatment	
• <b>State Highway 21, Brazos County</b>	<b>\$6,000,000</b>
(Joint venture with Big Creek Construction, Total contract = \$17,000,000)	
Structures, milling, asphalt paving	
• <b>State Highway 75, Madison County</b>	<b>\$2,252,000</b>
Surface treatment and asphalt overlay	
• <b>F.M. 2979, Waller County</b>	<b>\$ 686,000</b>
Surface treatment and asphalt overlay	
• <b>F.M. 1736, Waller County</b>	<b>\$ 908,000</b>
Widen existing road, surface treatment and asphalt overlay	
• <b>Brazos County Asphalt 2001-2002</b>	<b>\$ 250,000</b>
• <b>Brazos County Roads 2001-2002</b>	<b>\$ 365,000</b>
• <b>Graham Road Rehab, Ph. 2 – City of College Station</b>	<b>\$1,390,000</b>
• <b>Shadow Creek Ranch Subdivision – Brazos County</b>	<b>\$ 300,000</b>
• <b>Cherry Street Rehab – City of College Station</b>	<b>\$ 616,000</b>
• <b>Second Street Plaza – City of College Station</b>	<b>\$ 585,000</b>
• <b>Willowbend Subdivision - Brazos County</b>	<b>\$ 48,000</b>
• <b>Bentwood Estates Subdivision – Brazos County</b>	<b>\$ 350,000</b>
• <b>Goodyear Tire Center – Bryan</b>	<b>\$ 50,000</b>
• <b>City of College Station 18" Waterline</b>	<b>\$ 460,000</b>
• <b>Duck Haven Subdivision – Brazos County</b>	<b>\$ 400,000</b>
• <b>Main Street Homes Westfield Addition, Ph. 2 - College Station</b>	<b>\$ 410,000</b>
• <b>Privett Dental Office – College Station</b>	<b>\$ 100,000</b>
• <b>Lick Creek Park – City of College Station</b>	<b>\$ 420,000</b>
• <b>Blinn College parking lot – Bryan</b>	<b>\$ 380,000</b>
• <b>TAMU Tennis Courts</b>	<b>\$ 69,000</b>
• <b>Falls Creek Ranch Subdivision</b>	<b>\$ 220,000</b>
• <b>North Country Estates, Ph. 4 – Brazos County</b>	<b>\$ 170,000</b>
• <b>Austin's Estates, Phase 3B – Brazos County</b>	<b>\$ 70,000</b>
• <b>Carroll Addition Subdivision – College Station</b>	<b>\$ 252,000</b>

• Three Research Park – TAMU	\$ 150,000
• 27 <sup>th</sup> Street Rehab – City of Bryan	\$ 574,000
• Gordon Street Wastewater Line Rehab – City of Bryan	\$ 806,000
• Peace Lutheran Church Parking Lot – College Station	\$ 274,000
• Campus Lodge Lofts – Bryan	\$1,908,000



**BRAZOS COUNTY  
BRYAN, TEXAS**

---

DEPARTMENT: Purchasing                      NUMBER:

DATE OF COURT MEETING: 1/24/2017

ITEM: Approval of contract with Strong Surveying for a topographic survey of the Juvenile Justice Center Expansion.

TO: Commissioners Court

FROM: Leslie Contreras

DATE: 01/19/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

**File Name**

[Strong\\_Surveying.pdf](#)

**Description**

Contract

**Type**

Backup Material

**AGREEMENT BETWEEN COUNTY AND SURVEYOR**

---

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 24th day of January, 2017,

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 **SURVEYOR**:

Strong Surveying  
1722 Broadmoor, Ste. 105  
Bryan, TX 77802

for the following **PROJECT**: Professional SURVEYOR and Surveying Services for  
1. Topographic survey of the Juvenile Justice Center Expansion - Not to exceed \$38,800.00.

The COUNTY and SURVEYOR agree as set forth below.

**ARTICLE I**  
**SURVEYOR'S RESPONSIBILITY**

**1.1 SURVEYOR'S SERVICE**

1.1.1 The SURVEYOR'S services consist of those services performed by the SURVEYOR, SURVEYOR'S employees and the SURVEYOR'S consultants as enumerated in Articles 2 and 3 of this Agreement.

1.1.2 The SURVEYOR'S services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. The SURVEYOR shall submit for the COUNTY'S approval a schedule for the performance of the SURVEYOR'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 SURVEYOR or the COUNTY.

**ARTICLE II**  
**SCOPE OF SURVEYOR'S BASIC SERVICES**

**2.1 DEFINITION**

2.1.1 The SURVEYOR'S Basic Services consist of those described in attached Exhibit "A" and incorporated by reference hereto – SCOPE OF BASIC SERVICES TO BE PROVIDED BY Strong Surveying, 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 SURVEYOR 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 SURVEYOR 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 SURVEYOR in order to avoid unreasonable delay in the orderly and sequential progress of the SURVEYOR'S service.



4.4 The COUNTY shall give prompt written notice to the SURVEYOR 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 SURVEYOR, 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 SURVEYOR.

4.6 The proposed language of certificates or certifications requested of the SURVEYOR or the SURVEYOR'S consultants shall be submitted to the SURVEYOR 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 SURVEYOR.

## **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 SURVEYOR.

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 SURVEYOR, 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 SURVEYOR and the SURVEYOR'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 SURVEYOR, represent the SURVEYOR'S best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the SURVEYOR 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 SURVEYOR 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 SURVEYOR.

**ARTICLE VI**  
**USE OF SURVEYOR'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 SURVEYOR 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 SURVEYOR may retain one set of reproducible copies of the documents and these copies shall be for the SURVEYOR'S sole use in preparation of studies or reports for the COUNTY. The SURVEYOR 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 SURVEYOR 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 SURVEYOR for the specific purposes intended will be at the COUNTY'S sole risk and without liability or legal exposure to the SURVEYOR. Any such verification or adaptation will entitle the SURVEYOR to further compensation at rates to be agreed upon by the COUNTY and the SURVEYOR.

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 SURVEYOR'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 SURVEYOR 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 SURVEYOR in the event that the Project is permanently abandoned. If the COUNTY abandons the Project for more than ninety (90) consecutive days, the SURVEYOR 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 SURVEYOR 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 SURVEYOR 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 SURVEYOR for services and expenses, the SURVEYOR may, upon seven (7) days written notice to the COUNTY, suspend performance of services under this Agreement. Unless the SURVEYOR 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 SURVEYOR 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 SURVEYOR, the SURVEYOR 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 SURVEYOR, 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 SURVEYOR 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 SURVEYOR 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 SURVEYOR.

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 SURVEYOR.

8.6 Unless otherwise provided for in this Agreement, the SURVEYOR and the SURVEYOR'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 SURVEYOR shall have the right to include representations of the design of the Project, including photographs, among the SURVEYOR'S promotional professional materials. The SURVEYOR'S materials shall not include the COUNTY'S confidential or proprietary information, if the COUNTY has previously advised the SURVEYOR in writing of the specific information considered by the COUNTY to be confidential or proprietary.

8.8 COMPLIANCE AND STANDARDS. The SURVEYOR 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 surveying 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 SURVEYOR'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: SURVEYOR shall save and hold harmless the COUNTY from and against any and all claims and liability due to activities of the SURVEYOR, its agents or employees, performed under this Agreement and which result from any negligent act, error, or omission of the SURVEYOR, or of any person employed by the SURVEYOR. The SURVEYOR 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 SURVEYOR, its agents or employees.

8.11 LIQUIDATED DAMAGES: It is acknowledged that the SURVEYOR'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 SURVEYOR agrees that liquidated damages may be assessed and recovered by the COUNTY as against SURVEYOR 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 SURVEYOR 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 SURVEYOR 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 SURVEYOR**

#### **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 SURVEYOR'S statement of services rendered or expenses incurred, payment on account of the SURVEYOR'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 SURVEYOR'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 SURVEYOR has been found to be liable.

### 9.4 SURVEYOR'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 SURVEYOR has been advised by the COUNTY and the SURVEYOR fully understand and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the total maximum compensation that SURVEYOR may become entitled to hereunder, and the total maximum sum that the COUNTY shall become liable to pay to the SURVEYOR 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 SURVEYOR 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 SURVEYOR, 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 SURVEYOR, 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 SURVEYOR'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 SURVEYOR 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 SURVEYOR 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 SURVEYOR 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 SURVEYOR shall also provide Worker's Compensation, automobile and comprehensive general liability policies. The SURVEYOR 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 SURVEYOR 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 SURVEYOR'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 SURVEYOR 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 SURVEYOR.

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 SURVEYOR'S services. Delays beyond the control of the SURVEYOR may be cause for extension of this period of service, in which case the SURVEYOR 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 SURVEYOR'S services shall be adjusted equitably.

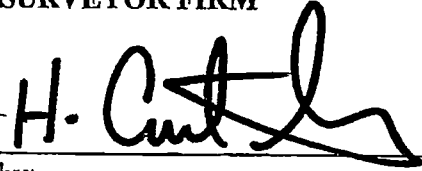
This Agreement entered into as of the day and year first written above.

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**

**SURVEYOR FIRM**

  
Duane Peters, County Judge

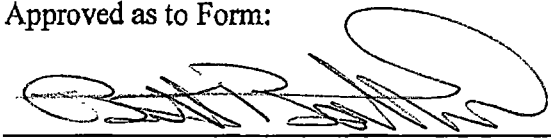
  
by:  
Principal

Acting by and through the authority of  
the Brazos County Commissioners Court

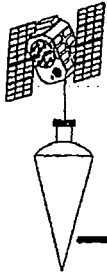
Attest:

  
County Clerk

Approved as to Form:

  
Assistant County Attorney

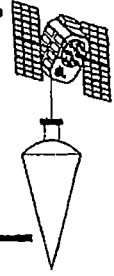




# STRONG SURVEYING, LLC

FIRM NO. 10093500

1722 Broadmoor Ste. 105  
Bryan, Texas 77802  
Phone: (979) 776 - 9836  
Fax: (979) 731 - 0096  
Email: [curtis@strongsurveying.com](mailto:curtis@strongsurveying.com)



January 18, 2017

**Gary Arnold**  
Brazos County Road and Bridge  
2617 W. Highway 21  
Bryan, TX 77803  
979-822-2127 Main

RE: Proposal for Topographic Survey of Juvenile Justice Center Expansion

Dear Gary,

I appreciate the opportunity to provide professional land surveying services for your firm. Please let this letter serve as a cost estimate for providing the following tasks:

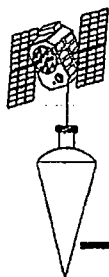
Task 1: For Surveying in control, surveying and preparing a topographic survey of approximately 23 Acres around the Juvenile Justice Center for a proposed Expansion as shown on pdf.

The topographic/utility design surveys scope will include, **but not be limited to:**

- Locate property corners within the survey scope limits. If corners are not found, these corners shall be re-established based on existing plat(s) or certificates of survey(s);
- One-foot contours with all elevation points (include TIN file). Include all spot elevation information (spot description, elevation). For all existing curb/gutter sections, please denote the top/back of curb, gutter flowline, and edge of gutter;
- All existing utilities, both above & below grade. Contact utility providers to obtain area mapping;
  - Coordinate with the County to locate all private service lines (domestic water, fire protection, sanitary, storm, fiber, telecom, cable, etc.)
- All utility structures (manholes, inlets, pull boxes, etc.)
  - Top of structure/rim
  - Flowline (material and direction) of all incoming and discharge pipe(s);
- For large vaults/equipment pads observed at grade, include spot elevations at each corner of the exposed vault lid/pad;
- All surface improvements (parking, curbs, gravel limits, etc.) and trees equal to or larger than 6 caliper inches; and
- Provide full wide of the adjacent ROW to ensure all adjacent utilities are included.

**The COST WILL NOT EXCEED \$ 38,800.00.**

Topographic Survey – contacting DIG-TESS for utility locates, surveying and preparing a topo survey of the area as described on approximately 25' intervals and all major breaks around the Justice Center and on 50' intervals in the less pronounced areas. All above ground features will be located along with any underground utilities that are marked by their respective owners. Any utilities not marked will not be shown.



---

# STRONG SURVEYING, LLC

---

FIRM NO. 10093500

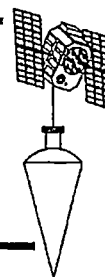
1722 Broadmoor Ste. 105

Bryan, Texas 77802

Phone: (979) 776 - 9836

Fax: (979) 731 - 0096

Email: [curtis@strongsurveying.com](mailto:curtis@strongsurveying.com)



Easements – Utilities such as Water, Sewer, Electric, etc. will be shown if located on the ground by their respective owners. Plats, drawings, construction drawings showing any easements will be needed to depict any easements that may apply.

The final product will be an electronic cad file and ASCII file for the topographic survey.

No easement research will be performed by Strong Surveying, LLC as we will rely on current copies of maps or drawings to be furnished to us.

Should you have any questions regarding this proposal, please give me a call at 979-776-9836.

Sincerely,

A handwritten signature in black ink, appearing to read "H. Curtis Strong". The signature is fluid and cursive, with the first name "H." and last name "Strong" clearly visible.

H. Curtis Strong, RPLS Via:email



**BRAZOS COUNTY  
BRYAN, TEXAS**

---

DEPARTMENT: Road and Bridge      NUMBER: CC 2017 - Private Property Access  
- John V. Whiting - Boxley Bend -  
Clear out underbrush.

DATE OF COURT MEETING: 1/24/2017

ITEM: Request permission to enter private property owned by John V. Whiting at 10800 Boxley Bend. Project will require the County to remove underbrush on property for better sight distance around curve. Site is located in Precinct 4.

TO: Commissioners Court

FROM: Darrell Kolwes

DATE: 01/18/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

<b><u>File Name</u></b>	<b><u>Description</u></b>	<b><u>Type</u></b>
<a href="#">Private Property Access - John V. Whiting - Boxley Bend - Clear out underbrush for better site distance.pdf</a>	Private Property Access - John V. Whiting - Boxley Bend - Clear out underbrush for better sight distance.	Backup Material

**BRAZOS COUNTY  
COMMISSIONERS' COURT  
ACTION FORM**

---

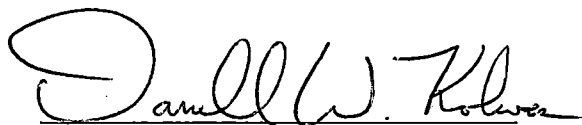
DEPARTMENT: Road & Bridge

MEETING DATE: January 24, 2017

SUBJECT: Private Property Access

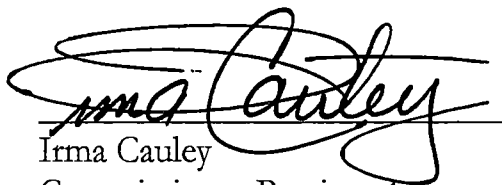
Request permission to enter private property owned by John V. Whiting at 10800 Boxley Bend. Project will require the County to remove underbrush on property for better sight distance around curve. Site is located in Precinct 4.

SUBMITTED BY:



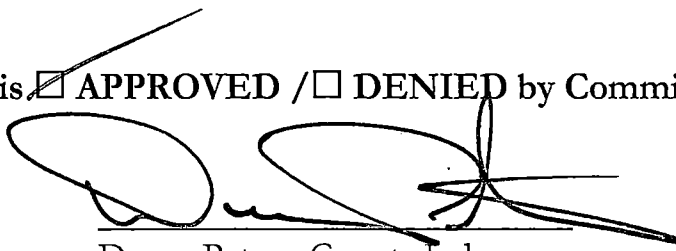
Darrell W. Kolwes  
Right of Way Agent

ACKNOWLEDGED BY:



Irma Cauley  
Commissioner Precinct 4

This request is ☒ **APPROVED** / ☐ **DENIED** by Commissioners' Court



Duane Peters, County Judge

Date: 1/24/17



## BRAZOS COUNTY PRIVATE PROPERTY ACCESS FORM

E. Duane Peters  
Brazos County Judge

Steve Aldrich  
Commissioner Pct. 1

Sammy Catalena  
Commissioner Pct. 2

Nancy Berry  
Commissioner Pct. 3

Irma Cauley  
Commissioner Pct. 4

R. Alan Munger, P.E.  
County Engineer  
Brazos County Road & Bridge Dept.  
2617 Hwy 21 West  
Bryan, Texas 77803  
Office: 979-822-2127  
Fax: 979-775-0453  
ramunger@brazoscountytexas.gov

I. OWNER(S): John V. Whiting (979) 846-4192

II. ADDRESS: 10900 Boxley Bend  
College Station, Texas 77845-7125

III. LOCATION OF WORK: 10800 Boxley Bend  
College Station, Texas  
R27678 – Franklin Estates, Block 2, Lot 10, 5.65 acres.

IV. DESCRIPTION OF WORK: Remove underbrush on property <sup>as marked by</sup> ~~about 75 feet in each~~  
<sup>construction</sup> ~~direction from center of curve~~ <sup>marking tape</sup> for clear site distance. This work is being done for  
the health, safety and welfare of the general public.

Additional Comments: Remove rock debris at culvert on  
Boxley Bend Rd that washed onto private land  
twice.

V. MAINTENANCE: Yes \_\_\_\_\_ No X

IF YES, ESTIMATE FREQUENCY OF MAINTENANCE: N/A

I (we) the undersigned owner(s) grant permission to Brazos County the ability to access the above mentioned private property for roadway maintenance purposes.

Owner's Signature: \_\_\_\_\_

John V. Whiting

Date: \_\_\_\_\_

1/16/17

R. Alan Munger, P.E.  
R. Alan Munger, P.E.

Darrell W. Kolwes  
Darrell Kolwes



**BRAZOS COUNTY  
BRYAN, TEXAS**

---

DEPARTMENT: Auditor NUMBER:

DATE OF COURT MEETING: 1/24/2017

ITEM:

- a. Sonia Pesina Mireles-overpayment-\$15.93
- b. Texas Country Title-overpayment-\$639.96
- c. Five Nine Seven Ltd Partnership-overpayment-\$337.51
- d. Michael Brannan-overpayment-\$4808.16
- e. Becky & Juan Becerra-overpayment-\$33.02

TO: Commissioners Court

FROM: Maggie See

DATE: 01/19/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

**File Name**

[DOC000.pdf](#)

**Description**

Tax Refund Applications 1/24/2017

**Type**

Cover Memo

# APPLICATION FOR TAX REFUND

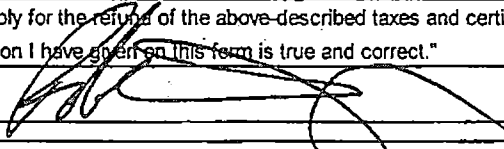
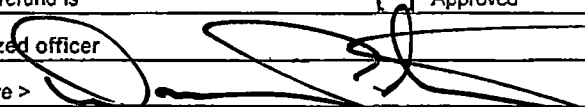
<b>Collecting Office Name</b> <b>Brazos County Tax Office</b> <b>4151 County Park Court</b> <b>Bryan Texas 77802</b>		<b>Collecting tax for: (taxing units)</b> Brazos County, City of Bryan, City of College Station Bryan ISD, College Station ISD, F1, F2, F3, F4, City of Kurten			
<b>Phone Number</b> 979-775-9930					
<b>To apply for a tax refund, the taxpayer must complete the following:</b>					
<b>Step 1:</b> <b>Owner's name and address</b>	<b>SONIA PESINA MIRELES</b>				
	<b>2828 HIGHWAY 21 W TRL 3</b>				
	<b>BRYAN TX 77803-1274</b>				
<b>Step 2:</b> <b>Describe the property</b>	<b>Legal BRYAN COUNTRY VILLAGE SPACE 3</b>				
	<b>Address 2828 W SH-21 # 3</b>				
	<b>Acct.#</b>	<b>300108</b>			
<b>Step 3:</b> <b>Give the tax payment information</b>	<b>Name of Taxing unit</b>	<b>Tax Year</b>	<b>Date of</b>	<b>Amount</b>	<b>Refund amt</b>
		<b>of refund</b>	<b>Payment</b>	<b>Paid</b>	<b>Requested</b>
	Zrefund	2016	10/10/2016	\$117.40	\$15.93
	<b>Taxpayer's reason for refund: OP-Overpayment</b>				
	<b>Refund to SONIA PESINA MIRELES 2828 HIGHWAY 21 W # 3 BRYAN TX 77803-1274</b>				
<b>Step 4:</b> <b>Sign the form</b>	"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>Sonia Mireles</i>			date > 1-10-17	
	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.				
<b>Step 5:</b> <b>Tax refund determination</b>	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved				
	<b>Authorized officer</b>				
	sign here > <i>[Signature]</i>			date > 1/24/17	
	<b>Authorized officer of taxing unit for refund applications over amount required under Section 31.11 Tax Code</b>				
	sign here >			date >	

# APPLICATION FOR TAX REFUND

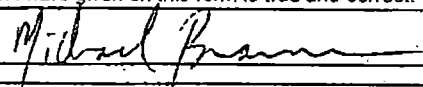

<b>Collecting Office Name</b> <b>Brazos County Tax Office</b> <b>4151 County Park Court</b> <b>Bryan Texas 77802</b>		<b>Collecting tax for: (taxing units)</b> Brazos County, City of Bryan, City of College Station Bryan ISD, College Station ISD, F1, F2, F3, F4, City of Kurten			
<b>Phone Number</b> 979-775-9930					
<b>To apply for a tax refund, the taxpayer must complete the following:</b>					
<b>Step 1:</b> <b>Owner's name and address</b>	<b>JOSE FLORES &amp; ARELLANO-MERA TERE</b>				
	<b>920 CLEARLEAF # 120</b>				
	<b>BRYAN TX 77803</b>				
<b>Step 2:</b> <b>Describe the property</b>	<b>Legal OAKWOOD MHC SPACE 120</b>				
	<b>Address 920 CLEARLEAF # 120</b>				
	<b>Acct.# 370498</b>				
<b>Step 3:</b> <b>Give the tax payment information</b>	<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	12/27/2016	\$1,258.88	\$639.96
	<b>Taxpayer's reason for refund: OP-Overpayment</b>				
	<b>Refund to TEXAS COUNTRY TITLE PO BOX 663 CAMERON TX 76520</b>				
<b>Step 4:</b> <b>Sign the form</b>	"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>Mera Washington</i>			date > 1/5/2017	
	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.				
<b>Step 5:</b> <b>Tax refund determination</b>	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved				
	Authorized officer: <i>[Signature]</i>				
	sign here >			date > 1/24/17	
	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 <b>Brazos County Tax Office</b> <b>4151 County Park Court</b> <b>Bryan Texas 77802</b>		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:	<b>RODNEY &amp; REBECCA RAMIREZ</b>				
Owner's name	<b>2929 STEVENS DR # 165</b>				
and address	<b>BRYAN TX 77803</b>				
Step 2:					
Describe the	Legal <b>PRIMROSE LANE SPACE 165</b>				
property	Address <b>2929 STEVENS DR 165</b>				
	Acct.#	<b>375203</b>			
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	<b>Zrefund</b>	<b>2016</b>	<b>12/15/2016</b>	<b>\$809.26</b>	<b>\$337.51</b>
	Taxpayer's reason for refund: <b>OP-Overpayment</b>				
	Refund to <b>FIVE NINE SEVEN LIMITED PARTNERSHIP 2591 E PIONEER DR</b>				
	<b>IRVING TX 75061</b>				
Step 4:	"I hereby apply for the refund of the above-described taxes and certify that				
Sign the form	the information I have given on this form is true and correct."				
	sign here > 			date > <b>1/10/17</b>	
	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:	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved				
Tax refund	Authorized officer 				
determination	sign here >			date > <b>1/24/17</b>	
	Authorized officer of taxing unit for refund applications over amount required under				
	Section 31.11 Tax Code				
	sign here >			date >	

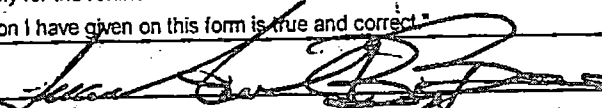
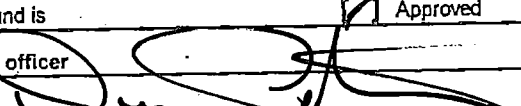
# APPLICATION FOR TAX REFUND

Collecting Office Name <b>Brazos County Tax Office</b> <b>4151 County Park Court</b> <b>Bryan Texas 77802</b>		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:	MICHAEL & JANINA M BRANNAN				
Owner's name and address	2605 CARTINGTON CT				
	COLLEGE STATION TX 77845				
Step 2:					
Describe the property	Legal	CASTLEGATE II SEC 203 BLOCK 33 LOT 14			
	Address	2605 CARTINGTON CT			
	Acct.#	373174			
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	\$4,808.16	\$4,808.16
Taxpayer's reason for refund: OP-Overpayment					
Refund to MICHAEL BRANNAN 2605 CARTINGTON CT 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 > 			date > Jan. 13, 2017	
	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 > 1/24/17	
	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 <b>Brazos County Tax Office</b> <b>4151 County Park Court</b> <b>Bryan Texas 77802</b>	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	MONICA SAUSEDA				
and address	710 ROSE ST				
	BRYAN TX 77802				
Step 2:					
Describe the property	Legal	LOPEZ BK 4 LT 9 MOBILE HOME			
	Address	1609 PIN OAK			
	Acct.#	115608			
Step 3:					
Give the tax payment information	Name of Taxing unit	Tax Year of refund	Date of Payment	Amount Paid	Refund amt Requested
	Zrefund	2016	10/10/2016	\$698.32	\$33.02
	Taxpayer's reason for refund: OP-Overpayment				
	Refund to BECKY & JUAN BECERRA 1609 PIN OAK ST BRYAN TX 77803-5525				
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 > 11-2-16
	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 determination	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved				
	Authorized officer 				date > 1/24/17
	Authorized officer of taxing unit for refund applications over amount required under Section 31.11 Tax Code				
	sign here >				date >



**BRAZOS COUNTY  
BRYAN, TEXAS**

---

DEPARTMENT: Budget Office NUMBER:

DATE OF COURT MEETING: 1/24/2017

ITEM: Budget Amendments FY 16/17 17.1 - 17.3

TO: Commissioners Court

FROM: Irene Jett

DATE: 01/18/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

SOURCE OF FUNDS: Individual budget amendments specifies sources.

ACTION REQUESTED OR  
ALTERNATIVES: Request approval.

**ATTACHMENTS:**

**File Name**

[17\\_Coversheet.pdf](#)

[17.1.pdf](#)

[17.2.pdf](#)

[17.3.pdf](#)

[17.4.pdf](#)

**Description**

17 Coversheet

17.1 R&B

17.2 SO Admin

17.3 Capital

17.4 IT

**Type**

Cover Memo

Backup Material

Backup Material

Backup Material

Backup Material

**BRAZOS COUNTY, TEXAS**

**BUDGET AMENDMENT(S) FOR THE 2016-2017 BUDGET YEAR**

**NO. 16/17 17.1 – 17.4**

On this the 24th 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 24th 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 24th 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

**No. 16/17 - 17.1**

[illegible]

Reallocation of funds to the appropriate accounts to purchase a radio for the truck/tractor unit.

[illegible]

**Date**



1/28/17

## 1/24/2017

**Sheriff Admin.**

Reallocation of funds to the appropriate accounts to purchase a scanner.

<div style="border: 1px solid black; height: 40px; width: 100%;"></div>	
<div style="border: 1px solid black; height: 40px; width: 100%;"></div>	<div style="border: 1px solid black; height: 40px; width: 100%;"></div>

County Judge Approval 1/24/17  
Date

REQUESTING DEPARTMENT:	<u>28000100 - Sheriff's Office</u>	
	<i>Division</i>	<i>Description</i>

[illegible][illegible]

FROM	
ACCOUNT NUMBER	ACCOUNT DESCRIPTION
61010000	Advertising
61120000	Confidential Funds
61500000	Printing

\$	\$200.00
\$	\$400.00
\$	\$281.94
\$	
\$	

W. S. H.

1-12-2017  
DATE



**1/24/2017**

### General Capital Improvement - Expo

Reallocation of funds to the appropriate accounts to purchase the decals for the replacement truck.

Date:

1/18/2017

Department Approval

Date \_\_\_\_\_

### County Judge Approval

Date \_\_\_\_\_





**BRAZOS COUNTY  
BRYAN, TEXAS**

---

DEPARTMENT: Human Resources NUMBER:  
DATE OF COURT MEETING: 1/24/2017  
ITEM: Personnel Action Forms  
TO: Commissioners Court  
DATE: 01/19/2017  
FISCAL IMPACT: False  
BUDGETED: False  
DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

**File Name**

[PAF\\_01-24-17.doc](#)

**Description**

Cover Sheet

**Type**

Cover Memo

21

**PERSONNEL  
CHANGE OF STATUS REQUESTS**

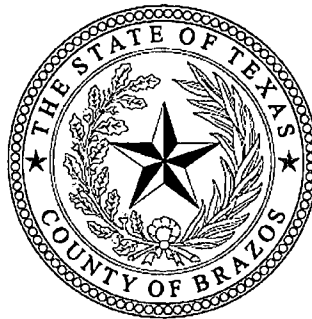
Commissioner Court Date: January 24, 2017 Department Submitting Information: Human Resources Purpose of Submissions: Consider and Take Action on Change Requests
------------------------------------------------------------------------------------------------------------------------------------------------------------------------

<b>Department Submitting Request(s)</b>	<b>Employee Request Applies To</b>	<b>Action Requested</b>
Brazos Center	Powell, Will	Separation
District Attorney	Tise, Natalie	Employment
District Clerk	Sutton, Tarryn Mitchell, Tanner	Separation Employment
Justice of the Peace, Pct. 4	Ray, Denise Vela, Elizabeth Walker, Johnetta	Employment Separation Change of Status
Road & Bridge	Morton, Michael Smith, Carlton	Separation Employment
Tax Office	Lucio, Georgina	Employment

Approved in Commissioners' Court: January 24, 2017 :

County Judge's or Commissioner's Signature:  
(This Copy to be attached to minutes)





**BRAZOS COUNTY**  
**BRYAN, TEXAS**

**CLAIMS**

COMMISSIONERS COURT MEETING: **January 24, 2017**

CLAIM TO BE PAID BY BRAZOS COUNTY:

CLAIM # **7152054**                      *Thru*                      CLAIM # **7152239**

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