



MINUTES

JULY 23, 2024

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, July 23, 2024 with the following members of the Court present:

Duane Peters, County Judge, Presiding;
Steve Aldrich, Commissioner of Precinct 1;
Chuck Konderla, Commissioner of Precinct 2;
Nancy Berry, Commissioner of Precinct 3;
Wanda J. Watson, 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 - Judge Peters

2. Call for Citizen input and/or concerns

Cathie Viens questioned DEI compliance requirements in relation to Federal grant applications.

Cynde Wiley expressed concern regarding updating the list of registered voters. Ms. Wiley noted various issues she believes to have found within the list and stated that she is in the process of submitting challenges to the Secretary of State's Office.

Consider and take action on agenda items: 3 - 31

3. Resolution approving the financing by the New Hope Cultural Education Facilities Finance Corporation on behalf of Methodist Retirement Communities for a Retirement Facility (Crestview) located within Brazos County, Texas.

The Court voted unanimously to adopt Resolution 24-015 approving the financing by the New Hope Cultural Education Facilities Finance Corporation on behalf of Methodist Retirement Communities for a Retirement Facility (Crestview) located within Brazos County, Texas. A copy of the resolution is attached.

Motion: Approve, Moved by Commissioner Nancy Berry, Seconded by Commissioner Wanda J. Watson. Passed. 5-0. Ayes: Aldrich, Berry, Konderla, Peters, Watson.

4. Approval requested for early voting hours and locations for the November 5, 2024 General Election.

A copy of the Early Voting hours and locations is attached.

Motion: Approve, Moved by Commissioner Nancy Berry, Seconded by Commissioner Wanda J. Watson. Passed. 5-0. Ayes: Aldrich, Berry, Konderla, Peters, Watson.

5. Approval requested of the election day vote center locations for November 5, 2024 General Election.

Commissioner Berry thanked Trudy Hancock and Elections Administration staff for doing a great job in finding early voting locations. A copy of the Early Voting hours and locations is attached.

Motion: Approve, Moved by Commissioner Nancy Berry, Seconded by Commissioner Wanda J. Watson. Passed. 5-0. Ayes: Aldrich, Berry, Konderla, Peters, Watson.

6. Approval of the following Job Descriptions:
 - a. County Court at Law Number 1 & 2 - B0920 - Probate and Guardian Attorney
 - b. Information Technology - B1223 - Administrative Specialist

A copy of the job descriptions is attached.

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

7. Request from the Budget Office for the following personnel change with effective date as of August 31, 2024. This requested change will increase the FY 2024 Emergency Management's budget by \$1,288.00.
 - a. Increase Emergency Management Coordinator, Position B1901-1, from \$3,715.49 biweekly rate to \$4,230.77 biweekly rate, Full-time Salary

A copy of the position control change is attached.

Motion: Approve, Moved by Commissioner Nancy Berry, Seconded by Commissioner Chuck Konderla. Passed. 5-0. Ayes: Aldrich, Berry, Konderla, Peters, Watson.

8. Approval requested from the Sheriff's Office for acceptance of donated funds in the

amount of \$6,760.18, from the Texas Association of Counties to be used for Employee Safety Equipment. Funds must be used through the TACRMP website.

A copy of the donation form is attached.

Motion: Approve, Moved by Commissioner Nancy Berry, Seconded by Commissioner Chuck Konderla. Passed. 5-0. Ayes: Aldrich, Berry, Konderla, Peters, Watson.

9. Acceptance of donated or unclaimed property items left by inmates leaving the Brazos County Detention Center for the months of February 2024, March 2024, April 2024 and May 2024.

A copy of the donation forms is attached.

Motion: Approve, Moved by Commissioner Nancy Berry, Seconded by Commissioner Wanda J. Watson. Passed. 5-0. Ayes: Aldrich, Berry, Konderla, Peters, Watson.

10. Approval requested from the Sheriff's Office to apply for grant funds in the amount of \$1,500.00 from the Walmart Sparkgood program. Funds will be used for educational material to be handled out to agencies and civilians during presentations for the Brazos Valley Human Trafficking Task Force.

A copy of the grant application is attached.

Motion: Approve, Moved by Commissioner Nancy Berry, Seconded by Commissioner Chuck Konderla. Passed. 5-0. Ayes: Aldrich, Berry, Konderla, Peters, Watson.

11. Approval requested from Constable Pct. 3 to accept the award for the 24TXE020 NRA Foundation Grant for training ammo and first aid kits in the amount of \$2,371.00.

A copy is attached.

Motion: Approve, Moved by Commissioner Nancy Berry, Seconded by Commissioner Chuck Konderla. Passed. 5-0. Ayes: Aldrich, Berry, Konderla, Peters, Watson.

12. Approval requested from the Brazos County Health District to issue a Diners Club credit card to Arthur Davila with a credit limit of \$2,000.00 for emergency acquisitions, training and travel expenses.

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

13. Approval requested from Risk Management for payment to Jay and Kristie Oyler in the amount of \$679.99 for repair of stone mailbox. Mailbox was damage during road repairs and maintenance.

Motion: Approve, Moved by Commissioner Nancy Berry, Seconded by Commissioner Chuck Konderla. Passed. 5-0. Ayes: Aldrich, Berry, Konderla, Peters, Watson.

14. Approval of Amendment No. 9 to the Service Agreement between TAMU Health Science Center and Brazos County with the acceptance of \$15,000 in grant funds.

Cathie Viens requested clarification on whether Texas A&M University Health and Science is complying with DEI requirements. Judge Peters stated that Texas A&M University is a governmental entity and is likely under the same requirements as the County. A copy of the amended agreement is attached.

Motion: Approve, Moved by Commissioner Nancy Berry, Seconded by Commissioner Chuck Konderla. Passed. 5-0. Ayes: Aldrich, Berry, Konderla, Peters, Watson.

15. Approval of Interlocal Agreement with PCA for cooperative purchasing pursuant to Texas Government Code 791.

The Court voted unanimously to adopt Resolution 24-016 approving the participation in the Purchasing Cooperative of America (PCA). A copy of the resolution and agreement is attached.

Motion: Approve, Moved by Commissioner Nancy Berry, Seconded by Commissioner Chuck Konderla. Passed. 5-0. Ayes: Aldrich, Berry, Konderla, Peters, Watson.

16. Approval of Interlocal Purchasing Cooperative Agreement with E&I Cooperative pursuant to Texas Government Code 791.

A copy of the agreement is attached.

Motion: Approve, Moved by Commissioner Nancy Berry, Seconded by Commissioner Chuck Konderla. Passed. 5-0. Ayes: Aldrich, Berry, Konderla, Peters, Watson.

17. Approval of Interlocal Cooperation Contract by and between Brazos County and Texas A&M Agrilife Extension Service for the State 4-H Horse Show.

A copy of the agreement is attached.

Motion: Approve, Moved by Commissioner Nancy Berry, Seconded by Commissioner Chuck Konderla. Passed. 5-0. Ayes: Aldrich, Berry, Konderla, Peters, Watson.

18. Approval requested from the Purchasing Department to declare a list of surplus property as salvage in accordance with Local Government Code 263.152 and authorize destruction or other means of disposal.

A list of the property approved for destruction is attached.

Motion: Approve, Moved by Commissioner Nancy Berry, Seconded by Commissioner Chuck Konderla. Passed. 5-0. Ayes: Aldrich, Berry, Konderla, Peters, Watson.

19. Approval of Renewal Contract for #24-133 for Grant Administration and Management Services with Traylor & Associates.

Cathie Viens questioned the DEI compliance requirements for the grant. Judge Peters stated he will look into it. A copy of the renewal of contract is attached.

Motion: Approve, Moved by Commissioner Nancy Berry, Seconded by Commissioner Chuck Konderla. Passed. 5-0. Ayes: Aldrich, Berry, Konderla, Peters, Watson.

20. Approval of the following committee for RFP #24-135 Commissioning Services for Brazos County Medical Examiner's Office and other County Buildings.
- a. Trevor Lansdown
 - b. Bob Lamkin
 - c. Matt Mayo
 - d. Purchasing (Non-Voting)
 - e. Legal (Non-Voting)
 - f. Broaddus (Non-Voting)

Judge Peters made the correction that this is for an RFQ and not an RFP as stated on the agenda. Commissioner Berry offered a motion to approve the committee members with the noted correction. The motion was seconded by Commissioner Konderla and passed unanimously. Commissioner Aldrich requested clarification as to the scope of the RFQ. Purchasing Agent Charles Wendt explained that it will be open-ended to allow use for other facilities on an as-needed basis.

Motion: Approve, Moved by Commissioner Nancy Berry, Seconded by Commissioner Chuck Konderla. Passed. 5-0. Ayes: Aldrich, Berry, Konderla, Peters, Watson.

21. Permission to Advertise #24-135 Commissioning Services for Brazos County Medical Examiner's Office and other County Buildings.

Motion: Approve, Moved by Commissioner Nancy Berry, Seconded by Commissioner Chuck Konderla. Passed. 5-0. Ayes: Aldrich, Berry, Konderla, Peters, Watson.

22. Approval of Change Order #1 to CIP #24-611 Demolition & Removal Services of Multiple County Buildings in the amount of \$8,200.00 for removal and disposal of asbestos containing materials at the former BISD Building. This addition brings the total contract value to \$319,958.

Commissioner Berry stated she was excited to move forward with the demolition and the new construction on this project. A copy of the change order is attached.

Motion: Approve, Moved by Commissioner Nancy Berry, Seconded by Commissioner Wanda J. Watson. Passed. 5-0. Ayes: Aldrich, Berry, Konderla, Peters, Watson.

23. Award of RFP #CIP 24-619 Tax Office & AgriLife Site Drainage Improvements. Recommended Award: Norman Construction Services, LLC.

The Court voted unanimously to accept the recommendation of the Purchasing Agent and awarded RFP #CIP 24-619 Tax Office & AgriLife Site Drainage Improvements to Norman Construction Services, LLC. A copy of the contract is attached.

Motion: Approve, Moved by Commissioner Nancy Berry, Seconded by Commissioner Chuck Konderla. Passed. 5-0. Ayes: Aldrich, Berry, Konderla, Peters, Watson.

24. Approval of Renewal Contract #25-006R Fire Alarm Monitoring with Hermann Alarms LLC.

Cathie Viens requested the Court address whether the County was being used to force the private sectors to comply with DEI requirements placed on ARPA Grant funds. Purchasing Agent Charles Wendt clarified that this item has no relation to ARPA funding. A copy of the renewal of contract and bid tabulation is attached.

Motion: Approve, Moved by Commissioner Nancy Berry, Seconded by Commissioner Chuck Konderla. Passed. 5-0. Ayes: Aldrich, Berry, Konderla, Peters, Watson.

25. Approval of Renewal Contract #25-007R Stall Shavings & Pellets with Queen Horse Bedding.

A copy of the renewal of contract and bid tabulation is attached.

Motion: Approve, Moved by Commissioner Nancy Berry, Seconded by Commissioner Chuck Konderla. Passed. 5-0. Ayes: Aldrich, Berry, Konderla, Peters, Watson.

26. Consider and take action on the Wellborn SUD utility permit to construct a road bore at 6622 Clay Pit Road to provide water services. Site is located in Precinct 1.

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

27. Approval of 3rd Quarter Contribution to the Brazos County Health District in the amount of \$119,507.25.

Motion: Approve, Moved by Commissioner Nancy Berry, Seconded by Commissioner Chuck Konderla. Passed. 5-0. Ayes: Aldrich, Berry, Konderla, Peters, Watson.

28. Tax Refund Applications for the following:

Overpayments

- a. Storage Senses - College Station - \$158.26
- b. IMA Enterprises - \$4,506.11
- c. BABS LLC - \$20.95
- d. Angel & Karla Cacho-Negrete - \$1,016.64
- e. Theresa Fontana - \$13.63

Motion: Approve, Moved by Commissioner Nancy Berry, Seconded by Commissioner Chuck Konderla. Passed. 5-0. Ayes: Aldrich, Berry, Konderla, Peters, Watson.

29. Budget Amendments.

- FY 23/24 Budget Amendments 40.01 - 40.09

Cynde Wiley expressed concern regarding Budget Amendment 40.03, transferring money to Elections Administration for replacing poll pads. Ms. Wiley urged the Court to consider hand counting ballots instead of purchasing additional election equipment.

- 40.01 Transfer Contingency funds to Court Support - Civil.
- 40.02 Reallocate SB 22 2023 Rural Law Enforcement Assistance Grant funds.
- 40.03 Transfer Contingency funds to Elections Administration.
- 40.04 Reallocate TJJJ Grant funds.
- 40.05 Reallocate TJJJ Grant funds.
- 40.06 Transfer Contingency funds to Jail Medical Services.
- 40.07 Transfer Contingency funds to Court Support - Child Support Enforcement.
- 40.08 Recognize NRA Grant funds to Constable, Precinct 3.
- 40.09 Transfer Contingency funds to Sheriff's Office - Jail Administration.

Motion: Approve, Moved by Commissioner Nancy Berry, Seconded by Commissioner Chuck Konderla. Passed. 5-0. Ayes: Aldrich, Berry, Konderla, Peters, Watson.

30. Personnel Change of Status.

- Approval of Personnel Change of Status

A copy of the Personnel Change of Status is attached.

Motion: Approve, Moved by Commissioner Nancy Berry, Seconded by Commissioner Chuck Konderla. Passed. 5-0. Ayes: Aldrich, Berry, Konderla, Peters, Watson.

31. Payment of Claims.

Claims

8203839 – 8204059

9201666 – 9201770

Motion: Approve, Moved by , Seconded by . Passed. 5-0. Ayes: Aldrich, Berry, Konderla, Peters, Watson.

32. Acknowledgement of the Brazos County Emergency Services District (ESD) #1 Independent Auditor's Report and Financial Statements for the year ended September 30, 2023.

The Court acknowledged receipt of the Brazos County Emergency Services District (ESD) #1 Independent Auditor's Report and Financial Statements for the year ended September 30, 2023.

33. Acknowledgement of FY 2023-2024 Budget to Actuals by Fund as of July 16, 2024. Acknowledgement of FY 2023-2024 Contingency Budget to Actuals by Fund as of July 16, 2024.

The Court acknowledged receipt of the FY 2023-2024 Budget to Actuals by Fund and FY 2023-2024 Contingency Budget to Actuals by Fund as of July 16, 2024.

34. Juvenile director's report on detention population.

Juvenile Director Linda Ricketson reported there are 23 juveniles in the detention center, 15 are male, 8 are female, and 30 have electronic monitors.

35. Sheriff's report on inmate population.

Chief Deputy Kevin Stuart stated there are 828 inmates in jail, 699 inmates are male, 129 are female, and 44 have electronic monitors.

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

There were no announcements.

37. Adjourn.



The foregoing minutes of the Commissioners Court Meeting held July 23, 2024, have been examined and are approved in open Court this 6th day of August 2024, in Bryan, Brazos County, Texas.

A blue ink signature of Duane Peters, consisting of a large, stylized 'D' followed by a smaller 'P' and a final flourish.

Duane Peters
County Judge

A blue ink signature of Steve Aldrich, appearing as a series of connected, cursive letters.

Steve Aldrich
Commissioner, Precinct 1

A blue ink signature of Chuck Konderla, characterized by multiple horizontal, overlapping strokes.

Chuck Konderla
Commissioner, Precinct 2

A blue ink signature of Nancy Berry, written in a cursive style.

Nancy Berry
Commissioner, Precinct 3

A blue ink signature of Wanda J. Watson, written in a cursive style.

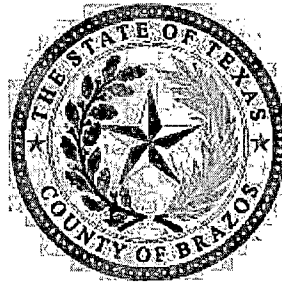
Wanda J. Watson
Commissioner, Precinct 4

Attest:

A blue ink signature of Karen McQueen, written in a cursive style.

Karen McQueen
County Clerk

By: Ashlie Peters-Bowman
Chief Deputy



FILED

2024 JUL 19 P 2:48

CLERK OF COUNTY CLERK
Brazos County, Texas
Arthur Brown

**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 JULY 23, 2024 AT 10:00 AM IN THE
COMMISSIONERS COURTROOM OF THE BRAZOS COUNTY
ADMINISTRATION BUILDING, 200 S. TEXAS AVENUE, SUITE 106,
BRYAN, TX 77803, THE PUBLIC MAY WATCH THE MEETING LIVE
AT FACEBOOK.COM/BRAZOSCOUNTYTX**

-
1. Invocation and Pledge of Allegiance
 - U.S. and Texas Flag - Judge Peters
 2. Call for Citizen input and/or concerns

Consider and take action on agenda items: 3 - 31

3. Resolution approving the financing by the New Hope Cultural Education Facilities Finance Corporation on behalf of Methodist Retirement Communities for a Retirement Facility (Crestview) located within Brazos County, Texas.
4. Approval requested for early voting hours and locations for the November 5, 2024 General Election.
5. Approval requested of the election day vote center locations for November 5, 2024 General Election.
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 - b. Information Technology - B1223 - Administrative Specialist
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12. Approval requested from the Brazos County Health District to issue a Diners Club credit card to Arthur Davila with a credit limit of \$2,000.00 for emergency acquisitions, training and travel expenses.
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18. Approval requested from the Purchasing Department to declare a list of surplus property as salvage in accordance with Local Government Code 263.152 and authorize destruction or other means of disposal.
19. Approval of Renewal Contract for #24-133 for Grant Administration and Management Services with Traylor & Associates.
20. Approval of the following committee for RFP #24-135 Commissioning Services for Brazos County Medical Examiner's Office and other County Buildings.
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Recommended Award: Norman Construction Services, LLC.

24. Approval of Renewal Contract #25-006R Fire Alarm Monitoring with Hermann Alarms LLC.
25. Approval of Renewal Contract #25-007R Stall Shavings & Pellets with Queen Horse Bedding.
26. Consider and take action on the Wellborn SUD utility permit to construct a road bore at 6622 Clay Pit Road to provide water services. Site is located in Precinct 1.
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Acknowledgement of FY 2023-2024 Contingency Budget to Actuals by Fund as of July 16, 2024.
 34. Juvenile director's report on detention population.
 35. Sheriff's report on inmate population.
 36. Announcement of interest items and possible future agenda topics.
 37. 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 Brazos County Administration Building, 200 S. Texas Avenue, Suite 106, Bryan, TX 77803, THE PUBLIC MAY WATCH THE MEETING LIVE AT [FACEBOOK.COM/BRAZOSCOURTYTX](https://www.facebook.com/brazoscountytexas) 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

23rd DAY OF July, 2024
10:00 AM/~~PM~~, Regular

Name

(PLEASE PRINT)

Karen McQueen

Ashlie Peters-Bauman

TREVOR LANSDOWN

FRED BROWN

Nancy Young

Bentley Neale

BRANDON GAINES

Nina Payne

Jadyn Stack

Cynde Wiley

MIKE STREET

Curtis

Linda Ricketson

Thyle McLenagan

Paul Muntz

Organization

(PLEASE PRINT)

County Clerk

Co. Clerk's Off.

Co. JUDGE

self

BRAZOS GOP

Budget Office

KBTX

Self

taxpayer

Juvenile

The Eagle

SLD

BRAZOS COUNTY COMMISSIONER'S COURT

23rd DAY OF July, 2024
10:00 (AM/PM), Regular

Name

(PLEASE PRINT)

Garrett House

Nathan Dennis

Abe Benavides

Maria Turner

Kathryn Battles

Wm. Charles Wendt

Celina Nava

Spencer Mays

Kimberly Roach

Ed Bull

Alex Jilisen

B. ZERRATI

Allison Lindholm

Terrence New

Ben Holmes

Organization

(PLEASE PRINT)

BCSO

BCSO

McCall, Parkhurst & Horton

auditor

Purchasing

I

I

Budget.

CO Judge

CO Judge

AgribLife EXT, DAR.

I

County Judge

JPD

Vetsur.

BRAZOS COUNTY COMMISSIONER'S COURT

23rd DAY OF July, 2024
10:00 (AM)/PM, Regular

Name

(PLEASE PRINT)

Joe Allen

MELISSA BOWEN

J. Jared Solfether

Trudy Hancock

Katie Mock

Donald Lampo

Katia Bango

Kevin Stuart

Katy Cunn

Cristian Villarreal

Erin Chastain-Harris

Jennifer Salazar

Leslie Contreras

Deep Washington

Organization

(PLEASE PRINT)

BVCOG

Co. JUDGE

B+A

EA

BTD

Constable Pct. 2

BCSO

IT

Treas

Jones Neighborhood

HR

Risk



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 7/23/2024

ITEM: Resolution approving the financing by the New Hope Cultural Education Facilities Finance Corporation on behalf of Methodist Retirement Communities for a Retirement Facility (Crestview) located within Brazos County, Texas.

TO: Commissioners Court

DATE: 07/11/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
Request of Methodist Retirement Communities - Brazos County.pdf	Resolution MRC for Crestview	Cover Memo
Consent to Refinancing for Methodist Retirement Communities - Brazos County.pdf	Correspondence Refinancing MRC	Cover Memo



July 11, 2024

Mr. Duane Peters
County Judge
Brazos County, Texas
200 S. Texas Ave., Suite 332
Bryan, Texas 77803

Re: Consent to financing by New Hope Cultural Education Facilities Finance Corporation for Methodist Retirement Communities (Crestview)

Dear Judge Peters:

New Hope Cultural Education Facilities Finance Corporation (the "Issuer") proposes, on behalf of the Town of New Hope, Texas, to issue its bonds or notes in a maximum principal amount of \$99,000,000 (the "Obligations") pursuant to the Cultural Education Facilities Finance Corporation Act, Chapter 337, Texas Local Government Code, as amended (the "Act") to provide funds to finance and refinance certain retirement facilities for Methodist Retirement Communities (the "Borrower"), a Texas nonprofit corporation exempt from taxation under section 501(c)(3) of the Internal Revenue Code of 1986. Our firm is acting as bond counsel to the Issuer in connection with the issuance of the Obligations.

The proceeds of the Obligations will be loaned to the Borrower for the purposes of (i) financing and refinancing certain capital expenditures in the maximum amount of \$57,000,000 at retirement facilities known as The Crossings, located at 255 North Egret Bay Blvd., League City, Texas 77573 and (ii) financing and refinancing certain capital expenditures in the maximum amount of \$42,000,000 at retirement facilities known as Crestview, located at 2505 East Villa Maria Road, Bryan, Texas 77802 (collectively, the "Projects"). The Projects are owned and operated by the Borrower and/or affiliated entities.

Since the Crestview facility is located in Brazos County, Texas, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code") requires that the approval of Brazos County, Texas (or the highest elected official of Brazos County, Texas) be obtained to the financing by the Issuer after the holding of a public hearing. A public hearing was held on June 10, 2024, and a copy of the minutes of the public hearing is enclosed as **Exhibit A**.

For your convenience, I have enclosed as **Exhibit B** a proposed form of a consent resolution. This approval is required solely for the purposes of satisfying the requirements of the Code and to enable the Issuer to proceed with the proposed financing of the portion of the Projects located in Brazos County, Texas. **This approval in no way imposes any payment or other obligations on Brazos County, Texas in connection with the financing. Brazos County, Texas will have no liability with respect to the proposed Obligations.**

Therefore, on behalf of the Issuer and the Borrower, we respectfully request that consideration of adoption of the enclosed resolution be placed on the agenda of the Commissioners



Court of Brazos County, Texas at its next available meeting, and that the Commissioners Court approve and adopt such resolution. Upon such approval, I would also very much appreciate if you would email a scan or return an original version of the executed resolution to me at the contact information below.

Please do not hesitate to contact me at (214) 754-9266 should you have any questions or comments.

Thank you very much for your assistance.

Sincerely,

McCall, Parkhurst & Horton L.L.P.

Abraham "Abe" Benavides

AAB:la
Enclosures

Contact:
Abe Benavides
(214) 754-9266
abenavides@mphlegal.com
McCall, Parkhurst & Horton L.L.P.
717 North Harwood, Suite 900
Dallas, Texas 75201

M

EXHIBIT A
MINUTES OF PUBLIC HEARING

MINUTES OF PUBLIC HEARING
New Hope Cultural Education Facilities Finance Corporation

Re: New Hope Cultural Education Facilities Finance Corporation Promissory Notes for
Methodist Retirement Communities

The undersigned, Abraham Benavides, designated Hearing Officer of New Hope Cultural Education Facilities Finance Corporation (the "Issuer"), the Issuer of the above referenced notes (the "Obligations"), called the Public Hearing of the Issuer held on Monday, June 10, 2024, to order at 8:30 a.m. CT via teleconference.

I declared that a Public Hearing, required under section 147(f) of the Internal Revenue Code of 1986 was open for purposes of discussing the Obligations and the project to be financed, refinanced or constructed with the proceeds of the Obligations (the "Project").

I declared that the required notice of the Public Hearing for the Project was published in THE EAGLE, being a newspaper of general circulation in Brazos County, Texas, as evidenced by an Affidavit of Publication attached hereto as Exhibit A.

I proceeded to hold the Public Hearing. No member of the public joined the teleconference for the Public Hearing and thus no comments were made or discussed about the Project or the Obligations.

After sufficient time was given for all present to make their comments with respect to the Obligations and the Project, I declared the Public Hearing closed at 8:45 a.m.

Dated: June 10, 2024.



Abraham Benavides, Hearing Officer
New Hope Cultural Education Facilities
Finance Corporation

EXHIBIT A

AFFIDAVIT OF PUBLICATION

The Eagle

AFFIDAVIT OF PUBLICATION

See Proof on Next Page

The Eagle
1729 Briarcrest Dr
(979) 776-4444

I, Rachel Cozart, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of The Eagle, a newspaper published in Bryan, Brazos County, Texas, and generally circulated in Brazos, Burleson, Grimes, Lee, Leon, Madison, Milam and Robertson Counties, and that the notice, a copy of which is hereto attached, was published in said newspaper on the following named dates:

June. 1 2024

The First Insertion being given Jun. 1, 2024

PUBLICATION FEE: \$183.75

Rachel Cozart

Agent

Commonwealth of Pennsylvania - Notary Seal
Nicole Burkholder, Notary Public
Lancaster County
My commission expires March 30, 2027
Commission Number 1342120

VERIFICATION

State of Pennsylvania
County of Lancaster

Signed or attested before me on this: 06/07/2024

Nicole Burkholder

Notary Public
Notarized remotely online using communication technology via Proof.

NOTICE OF PUBLIC HEARING

Notice is hereby given of a public hearing to be held by the New Hope Cultural Education Facilities Finance Corporation (the "Issuer") on Monday, June 10, 2024, at 8:30 a.m. CT via teleconference, with respect to the issuance by the Issuer of its bonds or notes in one or more series (the "Obligations") pursuant to a plan of financing in an aggregate principal amount not to exceed \$99,000,000, the proceeds of which will be loaned to Methodist Retirement Communities, a Texas nonprofit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Borrower"), or an affiliated entity.

The proceeds of the Bonds will be loaned to the Borrower for the purposes of (i) financing and refinancing certain capital expenditures in the maximum amount of \$57,000,000 at retirement facilities known as The Crossings, located at 255 North Egret Bay Blvd., League City, Texas 77573 and (ii) financing and refinancing certain capital expenditures in the maximum amount of \$42,000,000 at retirement facilities known as Crestview, located at 2505 East Villa Maria Road, Bryan, Texas 77802 (collectively, the "Projects"). The Projects are owned and operated by the Borrower and/or affiliated entities. All interested parties are invited to express their views with respect to the Projects and the Obligations by attending the public hearing to be held via teleconference, by dialing the following toll-free number: 1-888-557-8511 (Passcode: 3788659#). Any interested persons unable to attend the hearing may submit their views in writing to the Issuer c/o Abraham "Abe" Benavides, McCall, Parkhurst & Horton L.L.P., 717 North Harwood, Suite 900, Dallas, Texas 75201, prior to the date scheduled for the hearing.

This notice is published and the above-described hearing is to be held in satisfaction of the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended, regarding the public approval prerequisite to the exemption from federal income taxation of interest on the Obligations. The public hearing will be held via teleconference in accordance with Revenue Procedure 2022-20 issued by the Internal Revenue Service.



EXHIBIT B
FORM OF PROPOSED RESOLUTION

RESOLUTION NO. 24-015

A RESOLUTION APPROVING THE FINANCING BY THE NEW HOPE CULTURAL EDUCATION FACILITIES FINANCE CORPORATION ON BEHALF OF METHODIST RETIREMENT COMMUNITIES FOR A RETIREMENT FACILITY LOCATED WITHIN BRAZOS COUNTY, TEXAS

WHEREAS, the Cultural Education Facilities Finance Corporation Act, Chapter 337, Texas Local Government Code, as amended (the "Act"), authorizes and empowers New Hope Cultural Education Facilities Finance Corporation (the "Issuer") to issue revenue bonds and notes on behalf of the Town of New Hope, Texas (the "Issuing Unit") to finance and refinance the costs of health facilities found by the Board of Directors of the Issuer to be required, necessary or convenient for health care, research and education, any one or more, within the State of Texas and in furtherance of the public purposes of the Act; and

WHEREAS, Methodist Retirement Communities (the "Borrower"), a Texas nonprofit corporation exempt from taxation under section 501(c)(3) of the Internal Revenue Code of 1986 (the "Code"), proposes to obtain financing from the Issuer from the proceeds of one or more series of the Issuer's bonds or notes, pursuant to a plan of financing, in a maximum principal amount not to exceed \$99,000,000 (the "Obligations") and will use a portion of the proceeds of the Obligations to finance and refinance the cost of certain retirement facilities, including the retirement facility known as Crestview, located at 2505 East Villa Maria Road, Bryan, Texas 77802 (the "Project"); and

WHEREAS, the Project is located within Brazos County, Texas (the "County") and outside the limits of the Issuing Unit; and

WHEREAS, pursuant to section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code") the Issuer has caused to be published a notice of public hearing (the "TEFRA Notice") with respect to the issuance of the Obligations and the financing of the Project, and held such a hearing after reasonable notice on June 10, 2024 (the "TEFRA Hearing"); and

WHEREAS, pursuant to the provisions of section 147(f) of the Code, the Commissioners Court of Brazos County, Texas, after the TEFRA Hearing, must approve issuance of the Obligations by the Issuer to enable the Obligations to qualify as tax-exempt obligations under the Code;

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

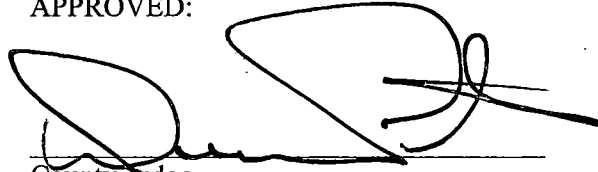
Section 1. The Commissioners Court, solely for purposes of section 147(f) of the Code, hereby approves the issuance of the Obligations and the Project; provided that the County shall have no liability in connection with the financing of the Project and shall not be required to take any further action with respect thereto.

Section 2. The foregoing approval is given in accordance with the provisions of section 147(f) of the Code and for no other purposes and is not to be construed as an undertaking by the County. The Obligations shall not constitute a liability, indebtedness, or an obligation of the County nor shall any of the assets of the County be pledged to the payment of the Obligations.

Section 3. This Resolution shall take effect immediately from and after its adoption and it is accordingly so ordered.

PASSED AND APPROVED, this the 23 day of July, 2024.

APPROVED:


County Judge

ATTEST:


County Clerk



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 7/23/2024

ITEM: Approval requested for early voting hours and locations for the November 5, 2024 General Election.

TO: Commissioners Court

DATE: 07/17/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

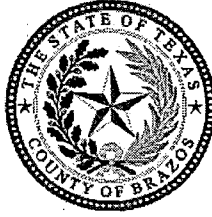
Description

Type

[2024_Nov_EV_Election_Schedule_PDF.pdf](#)

Early Voting

Cover Memo



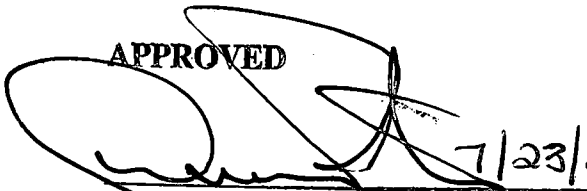
**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: _____ NUMBER: _____
DATE OF COURT MEETING: 7/23/2024
ITEM: Approval requested for early voting hours and locations for the November 5, 2024 General Election.
TO: Commissioners Court
DATE: 07/17/2024
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
2024_Nov_EV_Election_Schedule_PDF.pdf	Early Voting	Cover Memo

APPROVED



Duane Peters
County Judge

7/23/24
Date

2024 GENERAL ELECTION EARLY VOTE SCHEDULE ELECTION DAY: NOVEMBER 5, 2024

(ELECCIÓN GENERAL DE 2024
HORARIO DE LA VOTACIÓN ADELANTADA
DÍA DE ELECCIÓN: 5 DE NOVIEMBRE, 2024)

EARLY VOTE:

- * October 21st – 25th
Monday – Friday (*Lunes – Viernes*) 8:00 am – 5:00 pm
- * October 26th
Saturday (*Sabado*) 7:00 am – 7:00 pm
- * October 27th
Sunday (*Domingo*) 10:00 am – 4:00 pm
- * October 28th – November 1st
Monday – Friday (*Lunes – Viernes*) 7:00 am – 7:00 pm

EARLY VOTE SITES:

(SITIOS DE VOTACIÓN ADELANTADA)

Brazos County Election Administrator Office (McLeod Training Rm) – 300 East Wm. J. Bryan Pkwy,
Suite 100, Bryan, Texas

Arena Hall – 2906 Tabor Road, Bryan, Texas

Galilee Baptist Church – 804 N. Logan, Bryan, Texas

College Station Utilities Meeting & Training Facility – 1603 Graham Road, College Station, Texas

Memorial Student Center-Room L526 (MSC) – Texas A&M University campus, College Station, Texas

The last day to receive an application for ballot by mail is **Friday, October 25, 2024 @ 5:00 pm.** We can mail applications for the voter to fill out and return to us or the voter can write a letter stating their name, local address, the address where they are, and the reason why they are voting absentee, and must include the voter's personal identification number (ss# and/or dl#) and original signature. The voter can fax from out of county or mail it to us.

(El último día para recibir una solicitud para una boleta por correo es **Viernes el 25 de Octubre de 2024 a las 5:00 de la tarde.** Podemos enviar solicitudes por correo para que el votante las complete y nos las devuelva o el votante puede escribir una carta indicando su nombre, dirección local, la dirección donde se encuentra y el motivo por el cual vota en ausencia, y debe incluir la identificación personal del votante. número (ss# y/o dl#) y firma original. El votante puede enviarlo por fax desde fuera del condado o enviarnoslo por correo. Brazos County Elections Administrator Office

300 E. Wm. J. Bryan Pkwy, Ste: 100
Bryan, TX 77803
979-361-5770 – Phone
979-361-5779 – Fax



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 7/23/2024

ITEM: Approval requested of the election day vote center locations for November 5, 2024 General Election.

TO: Commissioners Court

DATE: 07/17/2024

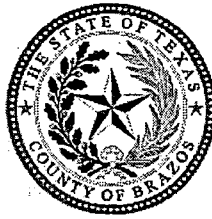
FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
2024_Vote_Center_Locations_General_Election.pdf	Vote Center Locations	Cover Memo



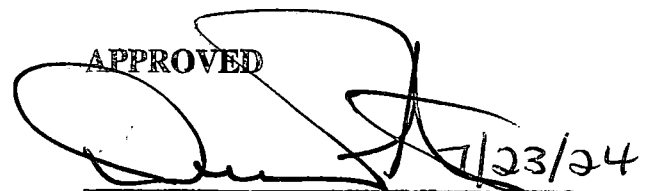
**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: NUMBER:
DATE OF COURT MEETING: 7/23/2024
ITEM: Approval requested of the election day vote center locations for November 5, 2024 General Election.
TO: Commissioners Court
DATE: 07/17/2024
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

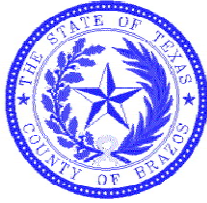
<u>File Name</u>	<u>Description</u>	<u>Type</u>
2024_Vote_Center_Locations_General_Election.pdf	Vote Center Locations	Cover Memo

APPROVED



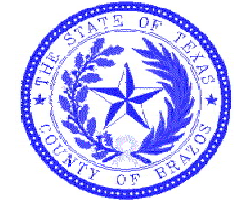
Duane Peters
County Judge

Date



Tuesday, November 5, 2024 - General Election - Election Day Vote Centers

Martes, el 5 de noviembre de 2024 - Elección General - centros de día de las elecciones los votantes



Brazos County Election Administrator Trudy Hancock

Administrador de Elecciones del Condado de Brazos Trudy Hancock

Number <i>número</i>	Voter Center <i>centro de votación</i>	Number <i>número</i>	Vote Center <i>centro de votación</i>	Number <i>número</i>	Vote Center <i>centro de votación</i>
1	South Brazos County ESD #1 3030 Wingfall Street. Millican, Tx	11	Memorial Student Center. Rm #2400 Texas A&M Campus. College Station, Tx	21	Wellborn Baptist Church 14575 FM 2154 Rd. College Station, Tx
2	College Station Meeting and Training Facility 1603 Graham Road. College Station, Tx	12	Lincoln Center 1000 Eleanor. College Station, Tx	22	Living Hope Baptist Church 4170 State Highway 6 south. College Station, Tx
3	Galilee Baptist Church 804 N. Logan. Bryan, Tx	13	College Station City Hall (bush 4141 Rm) 1101 Texas Avenue. College Station, Tx	23	Church Of The Nazarene 2122 E. William J Bryan Pkwy. Bryan, Tx
4	Zion Church of Kurten 977 N. FM 2038. Kurten, Tx	14	College Station ISD Admin. Bldg 1812 Welsh. College Station, Tx	24	Justice of the Peace Pct 1 412 William D Fitch Pkwy, College Station, Tx
5	Parkway Baptist Church 1501 Southwest Pkwy. College Station, Tx	15	Legends Event Center 2533 Midtown Park Blvd. Bryan, Tx 77801	25	Rellis Campus Chapel & Assembly Hall 1555 Avenue D, Bryan, TX 77807
6	College Heights Assembly of God 4100 Old College Rd. Bryan, Tx	16	Castle Heights Baptist Church 4504 E. Hwy 21. Bryan, Tx	26	Christ Church 4201 Texas 6 Frontage Rd, College Station, Tx
7	First Baptist Church - Bryan 3100 Cambridge Drive. Bryan, Tx	17	St. Francis Episcopal Church 1101 Rock Prairie Road. College Station, Tx	27	Castlegate II 4205 Norwich Dr. College Station, Tx
8	Beacon Baptist Church 2001 East Villa Maria Road. Bryan, Tx	18	A&M Church of Christ 2475 Earl Rudder Freeway. College Station. Tx	28	Crestview at Arbor Oaks 2505 E Villa Maria Rd, Bryan, Tx
9	Bryan Ballroom 703 Palasota Drive. Bryan, Tx	19	Arena Hall 2906 Tabor Rd . Bryan, Tx		
10	Brazos County Election Admin. Office **Ruth McLeod Training Room 300 East Wm. J. Bryan Pkwy, Suite 100. Bryan, Tx	20	Brazos Center 3232 Briarcrest Drive. Bryan, Tx		



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Human Resources NUMBER:

DATE OF COURT MEETING: 7/23/2024

ITEM: Approval of the following Job Descriptions:
• a. County Court at Law Number 1 & 2 - B0920 - Probate and Guardian Attorney
• b. Information Technology - B1223 - Administrative Specialist

TO: Commissioners Court

DATE: 07/18/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
County Court at Law Number 1 & 2 - B0920 - Probate and Guardian Attorney.docx	Approval of the following Job Description: County Court at Law Number 1 & 2 - B0920 - Probate and Guardian Attorney	Backup Material
Information Technology - B1223 - Administrative Specialist.docx	Approval of the following Job Description: nformation Technology - B1223 - Administrative Specialist	Backup Material



**Brazos County
Job Description**
Last Updated: July 2024

Template Revision 1.2 08/15/2012

Class Number:	B0920	Title:	Probate and Guardianship Attorney
Pay Group:	B0920	Department:	CCL#1 and CCL#2
FLSA Status:	Non – Exempt	Reports To:	Judges of the County Courts at Law
Approved Date:	07/23/2024	EEOC Category:	Professionals

General Summary:

This is a full-time position to assist the judges of the County Courts at Law to better monitor and assist with active guardianship and probated cases.

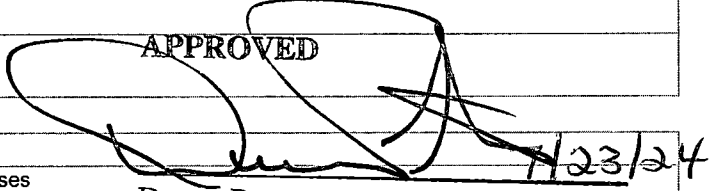
Essential Duties:

Maintain guardianship, dependent administration, and contested probate database for both courts.
 Supervise guardianship/probate staff assigned to County Courts at Law
 Supervise compliance with county indigent guardianship contract and coordinate management of cases with provider.
 Review all Reports of Guardians of the Person/Accounts of Guardians of the Estate for compliance.
 Review and audit all filings in guardianship, dependent administration, and contested probate cases for compliance.
 Assist with maintaining a Court Visitor Program or ensure annual visit with all wards.
 Ensure compliance dates are calendared in all guardianship dependent administration and contested probate cases.
 Coordinate with all attorneys involved in guardianship cases. Ensure proper initiation and processing of 1102 guardianship proceedings.
 Review and audit applications to pay attorney fees.
 Coordinate with other county and state agencies to ensure appropriate services are provided in guardianship cases.
 Maintain professional relationships with community stakeholders and persons and entities interacting with courts
 Review applications submitted for authority by personal representatives in supervised estates.
 Review all applications for determination of heirship.
 Assist judges in preparation for and monitoring outcomes of all contested matters
 Assist as needed with any aspect of guardianship and probate cases.

All other duties as assigned

<i>Supervision</i>	
Received:	Judges of the County Courts at Law of Brazos County
Given:	

<i>Education</i>	
Required:	B.A./B.S. plus a J.D. from an accredited law school
Preferred:	

<i>Experience</i>		 APPROVED Duane Peters County Judge
Required:	2-5 years in probate and guardianship cases	
Preferred:		

<i>Certificates, Licenses, Registrations</i>	
Required:	Currently licensed to practice law in the State of Texas and a member in good standing with the State Bar of Texas. Valid Driver's License.
Preferred:	

<i>Physical Demands</i>	
Typical:	Some light lifting, sitting and driving in Brazos County and other counties in the state of Texas as needed.
<i>Knowledge, Skills, & Abilities</i>	
Typical:	Good written and oral communication skills. Ability to work well with others.
<i>Work Environment</i>	
Typical:	Need to indicate somewhere use of personal vehicle and driving county wide for annual visits as necessary.



**Brazos County
Job Description**
Last Updated: July 2024

Template Revision 1.2 08/15/2012

Class Number:	B1223	Title:	Administrative Specialist
Pay Group:	15	Department:	Information Technology
FLSA Status:	Non – Exempt	Reports To:	Chief Information Officer
Approved Date:	07/23/2024	EEOC Category:	Office and Clerical

General Summary:

Processes purchase orders and requisitions; maintains up to date records of outstanding purchase orders and payments made; monitoring budgets and expenditures. Processing annual maintenance contract renewals. Prepare training and travel requirements for the department.

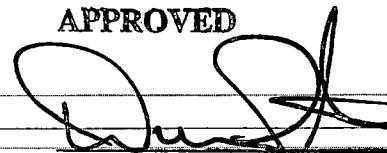
Essential Duties:

Utilizes clear understanding of:

1. county purchasing rules and procedures
 2. state purchasing agreements, DIR, BuyBoard, GSA contracts
 3. training and travel rules and procedures, and
 4. county HR policies and payroll procedures
- to
1. obtain competitive quotes
 2. verify available department budget
 3. determine appropriate account codes
 4. generate requisitions to obtain Purchase Orders
 5. order county equipment and software, prepare annual contract renewals, and order consumable stock
 6. obtain Return Merchandise Authorizations
 7. process invoices within the required point of time
 8. maintain department budget and expenditure spreadsheet(s)
 9. prepare training and travel requirements
 10. process personnel action forms for new and departing employees

Maintains filing system using Laserfiche software; Generate registrations for training, conferences, travel advances and reimbursements; Verifies receipt of equipment/software licensing prior to processing invoices for payment; Provide copies of paperwork to the appropriate departments; Performs general administrative and clerical duties, including copying, scanning, purchasing office supplies, answering phones, and greeting visitors; Assists in the preparation, monitoring and control of the annual budget. Some overtime and/or weekend/holiday work may be required. Other duties may be assigned.

APPROVED



7/23/24

Other Duties as assigned.

<i>Supervision</i>			
Received:	Chief Information Officer	Duane Peters County Judge	Date
Given:	This is a non-supervisory position.		

<i>Education</i>	
Required:	High school diploma or equivalent, or any equivalent combination of education and experience which provides the required knowledge, skills, and abilities.
Preferred:	

<i>Experience</i>	
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:	One year of purchasing or general office experience.

<i>Certificates, Licenses, Registrations</i>	
Required:	None required.
Preferred:	

<i>Physical Demands</i>	
Typical:	The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is regularly required to sit; use hands to type; 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 40 pounds, such as computers, printers, 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, & Abilities</i>	
Typical:	Business and government accounting principles; laws, policies, and procedures affecting county government purchasing and solicitation of quotes; Basic bookkeeping and filing procedures; purchasing policies and procedures. Operate standard office equipment, including fax machine, copy machine, and PCs; operate standard word processing and spreadsheet software; read, analyze, and interpret various financial data, policies, and procedures; balance accounts; maintain accurate records of purchase orders and requisitions, as well as payments made and goods or services received; communicate effectively, both orally and in writing; and establish and maintain effective working relationships with county employees, vendors, and the public.

<i>Work Environment</i>	
Typical:	The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually moderate, but may be noisy or distracting. The employee is required to perform multiple tasks simultaneously and to perform tedious and exacting work. The employee may be required to work closely with others as part of a team or perform required job functions remotely, to work under time pressures to meet deadlines, and to work in emergency situations.



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Budget Office

NUMBER:

DATE OF COURT MEETING: 7/23/2024

ITEM: Request from the Budget Office for the following personnel change with effective date as of August 31, 2024. This requested change will increase the FY 2024 Emergency Management's budget by \$1,288.00.

- a. Increase Emergency Management Coordinator, Position B1901-1, from \$3,715.49 biweekly rate to \$4,230.77 biweekly rate, Full-time Salary

TO: Commissioners Court

FROM: Nina Payne

DATE: 07/10/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

SOURCE OF FUNDS: General Fund

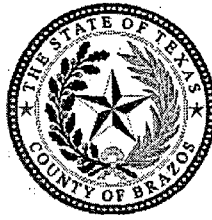
ACTION REQUESTED OR ALTERNATIVES: Request approval.

ATTACHMENTS:

File Name

Description

Type



**BRAZOS COUNTY
BRYAN, TEXAS**

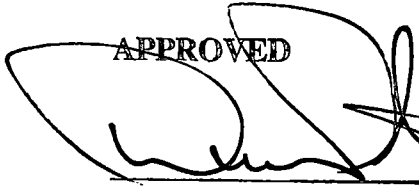
DEPARTMENT: Budget Office NUMBER:
DATE OF COURT MEETING: 7/23/2024
ITEM: Request from the Budget Office for the following personnel change with effective date as of August 31, 2024. This requested change will increase the FY 2024 Emergency Management's budget by \$1,288.00.

- a. Increase Emergency Management Coordinator, Position B1901-1, from \$3,715.49 biweekly rate to \$4,230.77 biweekly rate, Full-time Salary

TO: Commissioners Court
FROM: Nina Payne
DATE: 07/10/2024
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00
SOURCE OF FUNDS: General Fund
ACTION REQUESTED OR ALTERNATIVES: Request approval.

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
Emergency_Mgmt_7.10.24.pdf	Emergency Management Position	Backup Material

APPROVED


Duane Peters
County Judge

7/23/24

Date



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Brazos County Sheriff's Office NUMBER:

DATE OF COURT MEETING: 7/23/2024

ITEM: Approval requested from the Sheriff's Office for acceptance of donated funds in the amount of \$6,760.18, from the Texas Association of Counties to be used for Employee Safety Equipment. Funds must be used through the TACRMP website.

TO: Commissioners Court

FROM: Regina Guzman

DATE: 07/09/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

[TAC Risk Mgt.pdf](#)

Description

Acceptance of Donated/Awarded Property form

Type

Cover Memo



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

Date: 07/09/2024

- 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: Various Employee Safety Equipment

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: NA Model: NA Year: NA SN/VIN #: NA

Functional Non-Functional. Explain if Non-Functional NA

Additional Description/Information: TAC Risk Management Pool Employee Safety Equipment

Program. Funds must be used through TACRMP Amazon storefront.

Estimated Value: \$ 6,760.18 Check box for Capital Asset (value/initial cost is over \$5000)

Table with 2 columns: Acceptance of Donated Property and Donation of County Property. Includes checkboxes for property types and fields for government entity and other requirements.

*Donation - Other account 61235000 is to be used ONLY for cash/check funds donated to Brazos County.

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.

Requesting Department: Brazos County Sheriff's Office
Department Name

Authorized Signature

Organization Receiving Donated Property:
Authorized Signature

Approved by Commissioners Court on this 23 day of July 2024

Commissioners Court Approval



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Brazos County Office of the Sheriff-Detention Ctr. NUMBER:

DATE OF COURT MEETING: 7/23/2024

ITEM: Acceptance of donated or unclaimed property items left by inmates leaving the Brazos County Detention Center for the months of February 2024, March 2024, April 2024 and May 2024.

TO: Commissioners Court

FROM: Chief Kevin Stuart, CJM

DATE: 07/08/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
Feb24_Donated_Awarded_Property.pdf	2024-02 Donated Form	Cover Memo
Mar24_Donated_Awarded_Property.pdf	2024-03 Donated Form	Cover Memo
Apr24_Donated_Awarded_Property.pdf	2024-04 Donated Form	Cover Memo
May24_Donated_Awarded_Property.pdf	2024-05 Donated Form	Cover Memo



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

Date: 07/03/2024

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: _____

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: Clothing, Jewelry, Electronics, other misc items left by inmates
that have left the Brazos County Detention Center in the month of February 2024

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:	Check the appropriate entity property being donated to:
<input type="checkbox"/> 61235000 (Donation - Other)*	Government Entity: _____
<input type="checkbox"/> 60010000 (Minor Property - \$1 - \$4999)	Organization Name
<input type="checkbox"/> 80010000 (Capital Property - Over \$5000)	Other (Due to Statutory requirements prior approval is required by Purchasing: _____)
	Organization Name

**Donation - Other account 61235000 is to be used ONLY for cash/check funds donated to Brazos County.*

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 discretion of Commissioners Court based upon such things as usefulness, projected operating, maintenance, and insurance costs.

Requesting Department: Brazos County Sheriff's Office
Department Name

[Signature] 11878
Authorized Signature

Organization Receiving Donated Property: [Signature] 11878
Authorized Signature

Approved by Commissioners Court on this 23 day of July 2024.

[Signature]
Commissioners Court Approval

**BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM**

Date Inmate Left Facility: 2/25/2024

Jail ID:340495

SO#:63645

This is to advise you, Bonner, Amanda that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be donated to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

LIST OF PROPERTY

- | | |
|------------------------|-----------|
| 1) <u>Misc clothes</u> | 6) _____ |
| 2) <u>Legal mail</u> | 7) _____ |
| 3) <u>Rubber Band</u> | 8) _____ |
| 4) _____ | 9) _____ |
| 5) _____ | 10) _____ |

Inmate Signature: Amanda Bonner Date: 2/25/2024

Officer Signature: _____ Date: 2/25/2024

Person Designated To Pick Up Property:
Name: Kristin Myatt

Address: _____

Phone# _____

Receiver's Signature: _____ Date: _____
(Include Copy Of ID)

Releasing Officers Signature: _____ Date: _____

**BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM**

Date Inmate Left Facility: 2/8/2024

Jail ID: 342102

SO#: 91879

This is to advise you, COLEMAN, MICHAEL ANTHONY that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be donated to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

LIST OF PROPERTY

- | | |
|-----------------------------------|--------------------|
| 1) <u>1 BACKPACK (misc items)</u> | 6) <u>1 BOXERS</u> |
| 2) <u>2 SOCKS</u> | 7) <u>1 WATCH</u> |
| 3) <u>2 SHOES</u> | 8) <u>1 RING</u> |
| 4) <u>1 SHIRT</u> | 9) _____ |
| 5) <u>1 SHORTS</u> | 10) _____ |

Inmate Signature: [Signature]

Date: 2/8/2024

Officer Signature: [Signature]

Date: 2/8/2024

Person Designated To Pick Up Property:

Name: _____

Address: DONATE

Phone# _____

Receiver's Signature: _____
(Include Copy Of ID)

Date: _____

Releasing Officers Signature: _____

Date: _____

**BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM**

Date Inmate Left Facility: 2/29/2024

Jail ID:343930

SO#:83068

This is to advise you, LUCERO, ORLANDO MATTHEW that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be donated to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

LIST OF PROPERTY

- | | |
|----------------------------|-----------|
| 1) <u>misc. paper work</u> | 6) _____ |
| 2) <u>misc. clothes</u> | 7) _____ |
| 3) <u>legal mail</u> | 8) _____ |
| 4) _____ | 9) _____ |
| 5) _____ | 10) _____ |

Inmate Signature: [Signature]

Date: 2/29/2024

Officer Signature: [Signature]

Date: 2/29/2024

Person Designated To Pick Up Property:

Name: MANUAL AMAYA

Address: _____

Phone#: _____

Receiver's Signature: _____
(Include Copy Of ID)

Date: _____

Releasing Officers Signature: _____

Date: _____

**BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM**

Date Inmate Left Facility: 2/23/2024

Jail ID:331422

SO#:126224

This is to advise you, DARDEN, JAMAAR ALEXANDER that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be donated to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

LIST OF PROPERTY

- | | |
|-----------------|-----------|
| 1) 2 Legsl pair | 6) _____ |
| 2) 1 Bracelet | 7) _____ |
| 3) 1 Brush | 8) _____ |
| 4) 1 Baker | 9) _____ |
| 5) 2 Shoes | 10) _____ |

Inmate Signature: Samuel Darden

Date:2/23/2024

Officer Signature: Branz

Date:2/23/2024

Person Designated To Pick Up Property:

Name: DONAF

Address: _____

Phone# _____

Receiver's Signature: _____
(Include Copy Of ID)

Date: _____

Releasing Officers Signature: _____

Date: _____

**BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM**

Date Inmate Left Facility: 2/8/2024

Jail ID:342606

SO#:141674

This is to advise you, CHARLES, JALIN DAMONE that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be donated to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

LIST OF PROPERTY

- | | |
|-------------------|-----------|
| 1) <u>2 SHOES</u> | 6) _____ |
| 2) _____ | 7) _____ |
| 3) _____ | 8) _____ |
| 4) _____ | 9) _____ |
| 5) _____ | 10) _____ |

Inmate Signature: *Jalin Damone*

Date: 2/8/2024

Officer Signature: *Bryant*

Date: 2/8/2024

Person Designated To Pick Up Property:

Name: *Donat*

Address: _____

Phone# _____

Receiver's Signature: _____
(Include Copy Of ID)

Date: _____

Releasing Officers Signature: _____

Date: _____

**BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM**

Date Inmate Left Facility: 2/29/2024

Jail ID:346694

SO#:76474

This is to advise you, DERROW, ERIC LEWIS that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be donated to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. **Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.**

LIST OF PROPERTY

- | | |
|--------------------------------------|-----------|
| 1) <u>MISC. Blue cooler w/ ITEMS</u> | 6) _____ |
| 2) <u>MISC. clothes</u> | 7) _____ |
| 3) <u>shoes</u> | 8) _____ |
| 4) <u>MISC. ITEMS</u> | 9) _____ |
| 5) _____ | 10) _____ |

Inmate Signature: _____

Date:2/29/2024

Officer Signature: [Signature]

Date:2/29/2024

Person Designated To Pick Up Property:

Name: Eric Jensen

Donate

Address: _____

Phone# _____

Receiver's Signature: _____

(Include Copy Of ID)

Date: _____

Releasing Officers Signature: _____

Date: _____

**BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM**

Date Inmate Left Facility: 2/29/2024

Jail ID:341468

SO#:114328

This is to advise you, Taylor, Henry Louis, III that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be donated to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

LIST OF PROPERTY

- | | |
|-------------------------|-----------------------|
| 1) <u>Misc. clothes</u> | 6) <u>Keys</u> |
| 2) <u>shoes</u> | 7) <u>Misc. parts</u> |
| 3) <u>Misc tools</u> | 8) _____ |
| 4) <u>Wallcatalytic</u> | 9) _____ |
| 5) <u>Phone mix</u> | 10) _____ |

Inmate Signature: [Signature] Date: 2/29/2024

Officer Signature: [Signature] Date: 2/29/2024

Person Designated To Pick Up Property:

Name: Natausha Taylor III

Address: _____

Phone# _____

Receiver's Signature: _____
(Include Copy Of ID)

Date: _____

Releasing Officers Signature: _____

Date: _____

**BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM**

Date Inmate Left Facility: 2/8/2024

Jail ID:338940

SO#:115434

This is to advise you, BEAVER, JERALD THOMPSON that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be donated to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

LIST OF PROPERTY

- | | |
|--------------------|-----------|
| 1) <u>2 SHOES</u> | 6) _____ |
| 2) <u>1 PANTS</u> | 7) _____ |
| 3) <u>1 SHIRT</u> | 8) _____ |
| 4) <u>1 SHORTS</u> | 9) _____ |
| 5) <u>2 SOCKS</u> | 10) _____ |

Inmate Signature: Jerald B Date: 2/8/2024

Officer Signature: Bryant Date: 2/8/2024

Person Designated To Pick Up Property:

Name: Lana Stinnett

Address: 597 Northwood cir
Rockdale TX 76567

Phone#: 512-429-4164

Receiver's Signature: _____ Date: _____
(Include Copy Of ID)

Releasing Officers Signature: _____ Date: _____

**BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM**

Date Inmate Left Facility: 2/23/2024

Jail ID:341716

SO#:82119

This is to advise you, TAYLOR, MARK ARRON that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be donated to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

LIST OF PROPERTY

- | | |
|-------------------------------|-----------------------|
| 1) <u>2 PANTS</u> | 6) <u>1 pack cigs</u> |
| 2) <u>2 SOCKS</u> | 7) <u>5 pens</u> |
| 3) <u>3 shirts</u> | 8) _____ |
| 4) <u>2 shoes</u> | 9) _____ |
| 5) <u>1 bag misc clothing</u> | 10) _____ |

Inmate Signature: Mark Taylor Date: 2/23/2024

Officer Signature: [Signature] Date: 2/23/2024

Person Designated To Pick Up Property:

Name: _____

Address: Donate

Phone# _____

Receiver's Signature: _____
(Include Copy Of ID)

Date: _____

Releasing Officers Signature: _____

Date: _____

**BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM**

Date Inmate Left Facility: 2/6/2024

Jail ID: 340284

SO#: 140037

This is to advise you, JOSHUA, DASEAN MAURICE that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be donated to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

LIST OF PROPERTY

- 1) Misc Clothing
- 2) _____
- 3) _____
- 4) _____
- 5) DONATE
- 6) _____
- 7) DONATE
- 8) _____
- 9) _____
- 10) _____

Inmate Signature: Dasean Maurice

Date: 2/6/2024

Officer Signature: JG 2201

Date: 2/6/2024

Person Designated To Pick Up Property:

Name: _____

Address: _____

Phone#: _____

Receiver's Signature: _____
(Include Copy Of ID)

Date: _____

Releasing Officers Signature: _____

Date: _____

**BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM**

Date Inmate Left Facility: 2/13/2024

Jail ID:345961

SO#:71483

This is to advise you, PRUITT, DAMIEN KESHON, SR that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be donated to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

LIST OF PROPERTY

- | | |
|--------------------|-------------------|
| 1) <u>1 Phone</u> | 6) <u>2 SHOES</u> |
| 2) <u>2 SHIRT</u> | 7) <u>2</u> |
| 3) <u>1 PANTS</u> | 8) _____ |
| 4) <u>2 SOCKS</u> | 9) _____ |
| 5) <u>1 SHORTS</u> | 10) _____ |

Inmate Signature: [Signature]

Date: 2/13/2024

Officer Signature: [Signature]

Date: 2/13/2024

Person Designated To Pick Up Property:

Name: LIRUSSIA PRUITT

Address: 1504 ROLLINS AVE

BRYAN, TX 77803

Phone# _____

Receiver's Signature: _____

Date: _____

(Include Copy Of ID)

Releasing Officers Signature: _____

Date: _____

**BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM**

Date Inmate Left Facility: 2/8/2024

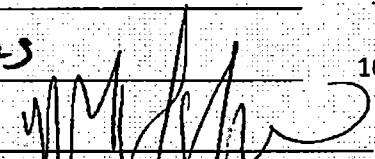
Jail ID:342102

SO#:91879


This is to advise you, COLEMAN, MICHAEL ANTHONY that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be donated to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

LIST OF PROPERTY

- | | |
|-----------------------------------|--------------------|
| 1) <u>1 BACKPACK (misc items)</u> | 6) <u>1 BOXERS</u> |
| 2) <u>2 SOCKS</u> | 7) <u>1 WATCH</u> |
| 3) <u>2 SHOES</u> | 8) <u>1 RING</u> |
| 4) <u>1 SHIRT</u> | 9) _____ |
| 5) <u>1 SHORTS</u> | 10) _____ |

Inmate Signature: 

Date: 2/8/2024

Officer Signature: 

Date: 2/8/2024

Person Designated To Pick Up Property:

Name: _____

Address: DONATE

Phone# _____

Receiver's Signature: _____
(Include Copy Of ID)

Date: _____

Releasing Officers Signature: _____

Date: _____

**BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM**

Date Inmate Left Facility: 2/8/2024

Jail ID:342524

SO#:139778

This is to advise you, MCREYNOLDS, RYNE MICHAEL that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be donated to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

LIST OF PROPERTY

- | | |
|----------------------|-----------|
| 1) <u>1 Bag Hair</u> | 6) _____ |
| 2) <u>1 envelope</u> | 7) _____ |
| 3) _____ | 8) _____ |
| 4) _____ | 9) _____ |
| 5) _____ | 10) _____ |

Inmate Signature: [Signature] Date: 2/8/2024

Officer Signature: Brynn Date: 2/8/2024

Person Designated To Pick Up Property:

Name: AMANDA GUERRA
Address: 1501 VALLEY VIEW DR. Apt. 7D
COLLEGE STATION, TX 77840
Phone#: 936-285-4709

Receiver's Signature: _____ Date: _____
(Include Copy Of ID)

Releasing Officers Signature: _____ Date: _____

**BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM**

Date Inmate Left Facility: 2/29/2024

Jail ID:334125

SO#:53243208

This is to advise you, MITCHELL, AVERY ROSHAD that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be donated to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

LIST OF PROPERTY

- | | |
|---------------------------|-------------------------|
| 1) <u>Misc. clothes</u> | 6) <u> </u> |
| 2) <u>shoes</u> | 7) <u> </u> |
| 3) <u>MISC PAPER WORK</u> | 8) <u> </u> |
| 4) <u>HAT</u> | 9) <u> </u> |
| 5) <u>Belt</u> | 10) <u> </u> |

Inmate Signature: [Signature] Date: 2/29/2024

Officer Signature: [Signature] Date: 2/29/2024

Person Designated To Pick Up Property:

Name: Mary Anna Spears

Address: _____

Phone# _____

Receiver's Signature: _____ Date: _____
(Include Copy Of ID)

Releasing Officers Signature: _____ Date: _____

**BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM**

Date Inmate Left Facility: 2/13/2024

Jail ID: 340977

SO#: 139895

This is to advise you, GOFF, BRANDON LEON that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be donated to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

LIST OF PROPERTY

- | | |
|-------------------|-------------------|
| 1) <u>1 SHIRT</u> | 6) <u>charger</u> |
| 2) <u>1 SHIRT</u> | 7) <u>lighter</u> |
| 3) <u>2 SIDES</u> | 8) <u>GLASSES</u> |
| 4) <u>1 BOYER</u> | 9) _____ |
| 5) <u>PHONE</u> | 10) _____ |

Inmate Signature: *Brenda Buff* Date: 2/13/2024

Officer Signature: _____ Date: 2/13/2024

Person Designated To Pick Up Property:

Name: *DONATE*

Address: _____

Phone#: _____

Receiver's Signature: _____ Date: _____
(Include Copy Of ID)

Releasing Officers Signature: _____ Date: _____

**BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM**

Date Inmate Left Facility: 2/29/2024

Jail ID:341877

SO#:131715

This is to advise you, Massey, Wahren Scott that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be donated to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

LIST OF PROPERTY

- | | |
|-------------------------|-----------------------|
| 1) <u>Misc. clothes</u> | 6) <u>lighter</u> |
| 2) <u>shoes</u> | 7) <u>key</u> |
| 3) <u>legal mail</u> | 8) <u>Misc. Items</u> |
| 4) <u>misc cards</u> | 9) _____ |
| 5) <u>ID</u> | 10) _____ |

Inmate Signature: Wahren Massey Date: 2/29/2024

Officer Signature: [Signature] Date: 2/29/2024

Person Designated To Pick Up Property:
Name: INMATE

Address: _____

Phone# _____

Receiver's Signature: _____ Date: _____
(Include Copy Of ID)

Releasing Officers Signature: _____ Date: _____



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

Date: 07/03/2024

- 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: _____

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: Clothing, Jewelry, Electronics, other misc items left by inmates
that have left the Brazos County Detention Center in the month of March 2024

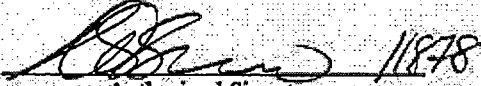
Estimated Value: _____ Check box for Capital Asset (value/initial cost is over \$5000)


Acceptance of Donated Property	Donation of County Property
Check the appropriate account based on estimated value of property being accepted:	Check the appropriate entity property being donated to:
<input type="checkbox"/> 61235000 (Donation - Other)*	Government Entity: _____ Organization Name
<input type="checkbox"/> 60010000 (Minor Property - \$1 - \$4999)	Other (Due to Statutory requirements prior approval is required by Purchasing: _____ Organization Name
<input type="checkbox"/> 80010000 (Capital Property - Over \$5000)	

**Donation - Other account 61235000 is to be used ONLY for cash/check funds donated to Brazos County.*

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 discretion of Commissioners Court based upon such things as usefulness, projected operating, maintenance, and insurance costs.

Requesting Department: Brazos County Sheriff's Office 
Department Name Authorized Signature

Organization Receiving Donated Property: 
Authorized Signature

Approved by Commissioners Court on this 23 day of July 2024

Commissioners Court Approval

**BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM**

Date Inmate Left Facility: 3/21/2024

Jail ID:346072

SO#:121355

This is to advise you, SMITHER, RODRICK LEE that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be donated to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

LIST OF PROPERTY

- | | |
|------------------------|-----------------------|
| 1) <u>1 Hoodie</u> | 6) <u>1 Pants</u> |
| 2) <u>1 underwear</u> | 7) <u>2 bracelets</u> |
| 3) <u>1 SHIRT</u> | 8) _____ |
| 4) <u>1 Pair socks</u> | 9) _____ |
| 5) <u>2 sides</u> | 10) _____ |

Inmate Signature: [Signature]

Date:3/21/2024

Officer Signature: Bryan

Date:3/21/2024

Person Designated To Pick Up Property:

Name: ARNETIA HARRIS

Address: BRYAN, TX

Phone# 979-219-8824

Receiver's Signature: _____
(Include Copy Of ID)

Date: _____

Releasing Officers Signature: _____

Date: _____

**BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM**

Date Inmate Left Facility: 3/18/2024

Jail ID: 345172

SO#: 122509

This is to advise you, KINMON, LYDIA HANNA that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be donated to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. **Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.**

LIST OF PROPERTY

- | | |
|------------|---------------|
| 1) SLIDES | 6) SOCKS |
| 2) SWEATER | 7) PHONE |
| 3) JEANS | 8) MEDICATION |
| 4) BRA | 9) |
| 5) SHIRT | 10) |

Inmate Signature: 

Date: 3/18/2024

Officer Signature: 

Date: 3/18/2024

Person Designated To Pick Up Property:

Name: _____

Address: _____

Phone# _____

Receiver's Signature: _____
(Include Copy Of ID)

Date: _____

Releasing Officers Signature: _____

Date: _____

**BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM**

Date Inmate Left Facility: 3/4/2024

Jail ID:344026

SO#:115627

This is to advise you, SUSTAITA, DEVIN TAYLOR that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be donated to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

LIST OF PROPERTY

- | | |
|-------------------------|-------------------|
| 1) <u>SHOES, SOCKS</u> | 6) <u>LETTERS</u> |
| 2) <u>SHORTS x 2</u> | 7) _____ |
| 3) <u>SHIRTS x 2</u> | 8) _____ |
| 4) <u>UNDERWEAR x 2</u> | 9) _____ |
| 5) <u>BEAN</u> | 10) _____ |

Inmate Signature: Devin Sustaita Date: 3/4/2024

Officer Signature: _____ Date: 3/4/2024

Person Designated To Pick Up Property:

Name: Michael Britt
Address: 1024 Banchito
Waco, TX 76705
Phone#: 254-265-2187

Receiver's Signature: _____ Date: _____
(Include Copy Of ID)

Releasing Officers Signature: _____ Date: _____

**BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM**

Date Inmate Left Facility: 3/4/2024

Jail ID:338597

SO#:140354

This is to advise you, Clay, Alicia Buck that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be donated to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

LIST OF PROPERTY

- | | |
|---------------------|----------------------------------|
| 1) <u>1 BOX</u> | 6) <u>NOTEBOOK & LETTERS</u> |
| 2) <u>SHOES</u> | 7) _____ |
| 3) <u>BEA</u> | 8) _____ |
| 4) <u>UNDERWEAR</u> | 9) _____ |
| 5) <u>SHIRT</u> | 10) _____ |

Inmate Signature: Alicia Clay Date:3/4/2024

Officer Signature: [Signature] Date:3/4/2024

Person Designated To Pick Up Property:

Name: Vincent clay

Address: 518 Tamar

College station 77840

Phone# _____

Receiver's Signature: _____ Date: _____
(Include Copy Of ID)

Releasing Officers Signature: _____ Date: _____

**BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM**

Date Inmate Left Facility: 3/21/2024

Jail ID:346246

SO#:121658

This is to advise you, SANTOS, CRISTIAN ANTONIO that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be donated to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

LIST OF PROPERTY

- | | |
|-------------|-------------------|
| 1) 2 shoes | 6) 1 wallet |
| 2) 1 Jacket | 7) 1 hat |
| 3) 2 socks | 8) 1 Phone |
| 4) 1 Shirt | 9) 1 Belt |
| 5) 1 Pants | 10) 15 misc cards |

Inmate Signature: [Signature]

Date: 3/21/2024

Officer Signature: [Signature]

Date: 3/21/2024

Person Designated To Pick Up Property:

Name: Gracie Montes

Address: 26727 fairway oaks ct
Huffman, TX 77336

Phone# 713 569 0525

Receiver's Signature: _____
(Include Copy Of ID)

Date: _____

Releasing Officers Signature: _____

Date: _____

**BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM**

Date Inmate Left Facility: 3/29/2024

Jail ID:340472

SO#:125809

This is to advise you, Almenzar, Jose Guadal Juan Die that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be donated to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

LIST OF PROPERTY

- | | |
|--|-----------|
| 1) <u>BACKPACK (black) w/ property</u> | 6) _____ |
| 2) <u>Misc cloths</u> | 7) _____ |
| 3) <u>shoes</u> | 8) _____ |
| 4) _____ | 9) _____ |
| 5) _____ | 10) _____ |

Inmate Signature: Almenzar

Date: 3/29/2024

Donote

Officer Signature: [Signature]

Date: 3/29/2024

Almenza

Person Designated To Pick Up Property:

Name: _____

Address: _____

Phone# _____

Receiver's Signature: _____
(Include Copy Of ID)

Date: _____

Releasing Officers Signature: _____

Date: _____

**BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM**

Date Inmate Left Facility: 3/8/2024

Jail ID:346794

SO#:51744

This is to advise you, GUILLOTTE, EARL JOSEPH, III that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be donated to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

LIST OF PROPERTY

- | | |
|---------------------|------------------|
| 1) <u>SHOES</u> | 6) <u>JACKET</u> |
| 2) <u>JEANS</u> | 7) <u>PHONE</u> |
| 3) <u>SHIRT</u> | 8) <u>BELT</u> |
| 4) <u>UNDERWEAR</u> | 9) <u>WALLET</u> |
| 5) <u>SOCKS</u> | 10) <u>ID</u> |

Inmate Signature: Earl Guillotte Date: 3/8/2024

Officer Signature: Bryan Date: 3/8/2024

Person Designated To Pick Up Property:

Name: DONATE

Address: _____

Phone# _____

Receiver's Signature: _____ Date: _____
(Include Copy Of ID)

Releasing Officers Signature: _____ Date: _____

**BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM**

Date Inmate Left Facility: 3/21/2024

Jail ID:344529

SO#:128517

This is to advise you, KELSO, JASON ALBERT that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be donated to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

LIST OF PROPERTY

- | | |
|-----------------------|------------------------|
| 1) <u>2 Pants</u> | 6) <u>1 Hat</u> |
| 2) <u>1 Shirt</u> | 7) <u>1 wallet</u> |
| 3) <u>2 socks</u> | 8) <u>5 misc cards</u> |
| 4) <u>1 underwear</u> | 9) <u>1 necklace</u> |
| 5) <u>2 shoes</u> | 10) _____ |

Inmate Signature: [Signature]

Date: 3/21/2024

Officer Signature: [Signature]

Date: 3/21/2024

Person Designated To Pick Up Property:

Name: Gina Reynolds
Address: 505 Hardley Rd Apt. J-118
College Station TX. 77840
Phone#: 979-985-7480

Receiver's Signature: _____
(Include Copy Of ID)

Date: _____

Releasing Officers Signature: _____

Date: _____

**BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM**

Date Inmate Left Facility: 3/29/2024

Jail ID:346949

SO#:133309

This is to advise you, DARDEN, DON JAMES that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be donated to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

LIST OF PROPERTY

- | | |
|------------------------|-----------|
| 1) <u>Misc clothes</u> | 6) _____ |
| 2) <u>Boots</u> | 7) _____ |
| 3) _____ | 8) _____ |
| 4) _____ | 9) _____ |
| 5) _____ | 10) _____ |

Inmate Signature: _____ Date:3/29/2024

Officer Signature: SS _____ Date:3/29/2024

Person Designated To Pick Up Property:

Name: Da Darden _____

Address: _____

Phone# _____

Receiver's Signature: _____ Date: _____
(Include Copy Of ID)

Releasing Officers Signature: _____ Date: _____

DONATE

**BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM**

Date Inmate Left Facility: 3/24/2024

Jail ID:344766

SO#:93319

This is to advise you, DRUMMOND, FELICIA DAWN that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be donated to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. **Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.**

LIST OF PROPERTY

- | | |
|-------------------------|----------------------|
| 1) <u>MISC. clothes</u> | 6) <u>NOTE BOOKS</u> |
| 2) <u>shoes</u> | 7) _____ |
| 3) <u>Purse</u> | 8) _____ |
| 4) <u>Hair</u> | 9) _____ |
| 5) <u>Misc. Items</u> | 10) _____ |

Inmate Signature: _____ Date:3/24/2024

Officer Signature: Felicia Paul Date:3/24/2024

Person Designated To Pick Up Property:

Name: Robert Suarez

Address: 1101 Gimes

Phone# _____

Receiver's Signature: _____ Date: _____
(Include Copy Of ID)

Releasing Officers Signature: _____ Date: _____

**BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM**

Date Inmate Left Facility: 3/21/2024

Jail ID:346275

SO#:113389

This is to advise you, PORTILLO, NATHAN DANIEL that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be donated to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

LIST OF PROPERTY

- | | |
|--------------------|------------------|
| 1) <u>2 SHOES</u> | 6) <u>1 BELT</u> |
| 2) <u>1 SHIRT</u> | 7) _____ |
| 3) <u>1 PAINTS</u> | 8) _____ |
| 4) <u>1 SHORTS</u> | 9) _____ |
| 5) <u>2 SOCKS</u> | 10) _____ |

Inmate Signature: Nathan Daniel Portillo Date: 3/21/2024

Officer Signature: Bryant Date: 3/21/2024

Person Designated To Pick Up Property:

Name: Andrea Limon

Address: 920 Clearleaf DR.
Trailer #222

Phone#: 979 933 5016

Receiver's Signature: _____ Date: _____
(Include Copy Of ID)

Releasing Officers Signature: _____ Date: _____



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

Date: 07/03/2024

- 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: _____

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: Clothing, Jewelry, Electronics, other misc items left by inmates
that have left the Brazos County Detention Center in the month of April 2024

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:	Check the appropriate entity property being donated to:
<input type="checkbox"/> 61235000 (Donation - Other)*	Government Entity: _____
<input type="checkbox"/> 60010000 (Minor Property - \$1 - \$4999)	Organization Name
<input type="checkbox"/> 80010000 (Capital Property - Over \$5000)	Other (Due to Statutory requirements prior approval is required by Purchasing: _____)
	Organization Name

**Donation – Other account 61235000 is to be used ONLY for cash/check funds donated to Brazos County.*

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 discretion of Commissioners Court based upon such things as usefulness, projected operating, maintenance, and insurance costs.

Requesting Department: Brazos County Sheriff's Office
Department Name

[Signature] 11878
Authorized Signature

Organization Receiving Donated Property: [Signature] 11878
Authorized Signature

Approved by Commissioners Court on this 23 day of July 2024

[Signature]
Commissioners Court Approval

**BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM**

Date Inmate Left Facility: 4/12/2024

Jail ID:340146

SO#:99423

This is to advise you, THOMAS, DUSTIN TYREE that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be donated to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

LIST OF PROPERTY

- | | |
|---------------------------|-----------|
| 1) <u>Misc clothes</u> | 6) _____ |
| 2) <u>shoes</u> | 7) _____ |
| 3) <u>MISC. PAPERWORK</u> | 8) _____ |
| 4) _____ | 9) _____ |
| 5) _____ | 10) _____ |

Inmate Signature: DJ

Date:4/12/2024

Officer Signature: SS

Date:4/12/2024

Person Designated To Pick Up Property:

Donate

Name: _____

Address: _____

Phone# _____

Receiver's Signature: _____
(Include Copy Of ID)

Date: _____

Releasing Officers Signature: _____

Date: _____

**BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM**

Date Inmate Left Facility: 4/11/2024

Jail ID:347360

SO#:120916

This is to advise you, SEXTON, ROBERT DEWAN that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be donated to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

LIST OF PROPERTY

- | | |
|-----------------------------|-----------|
| 1) <u>Misc. clothes</u> | 6) _____ |
| 2) <u>Shoes</u> | 7) _____ |
| 3) <u>Belt</u> | 8) _____ |
| 4) <u>EARRINGS (Yellow)</u> | 9) _____ |
| 5) _____ | 10) _____ |

Inmate Signature: Robert Dewan Date: 4/11/2024

Officer Signature: [Signature] Date: 4/11/2024

Person Designated To Pick Up Property:

Name: ~~Robert Dewan~~ AS Dontar

Address: _____

Phone# _____

Receiver's Signature: _____ Date: _____
(Include Copy Of ID)

Releasing Officers Signature: _____ Date: _____

**BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM**

Date Inmate Left Facility: 4/12/2024

Jail ID:346605

SO#:134380

This is to advise you, SANTIROS, MICHAEL EUGENE that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be donated to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

LIST OF PROPERTY

- | | |
|-------------------------|----------------|
| 1) <u>Misc. clothes</u> | 6) <u>Belt</u> |
| 2) <u>Shoes</u> | 7) _____ |
| 3) <u>wallet</u> | 8) _____ |
| 4) <u>credit card</u> | 9) _____ |
| 5) <u>SS card</u> | 10) _____ |

Inmate Signature: *Michael Eugene Santiros*

Date:4/12/2024

Officer Signature: *[Signature]*

Date:4/12/2024

Person Designated To Pick Up Property:

Name: _____

Address: _____

Phone# _____

Receiver's Signature: _____
(Include Copy Of ID)

Date: _____

Releasing Officers Signature: _____

Date: _____

Donate

**BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM**

Date Inmate Left Facility: 4/10/2024

Jail ID:344043

SO#:142035

This is to advise you, EILERS, KALEB RANDALL that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be donated to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

LIST OF PROPERTY

- | | |
|-------------------------|-----------|
| 1) <u>Misc. clothes</u> | 6) _____ |
| 2) <u>shoes</u> | 7) _____ |
| 3) <u>Phone</u> | 8) _____ |
| 4) <u>lighter</u> | 9) _____ |
| 5) _____ | 10) _____ |

Inmate Signature: Refused

Date:4/10/2024

Officer Signature: [Signature]

Date:4/10/2024

Donate

Person Designated To Pick Up Property:

Name: _____

Address: _____

Phone# _____

Receiver's Signature: _____
(Include Copy Of ID)

Date: _____

Releasing Officers Signature: _____

Date: _____

**BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM**

Date Inmate Left Facility: 4/12/2024

Jail ID:317986

SO#:113328

This is to advise you, RICHARDSON, WAYMON EDWARD that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be donated to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

LIST OF PROPERTY

- | | |
|------------------------|-----------|
| 1) <u>Misc clothes</u> | 6) _____ |
| 2) <u>shoes</u> | 7) _____ |
| 3) <u>Books</u> | 8) _____ |
| 4) <u>Misc. prop</u> | 9) _____ |
| 5) _____ | 10) _____ |

Inmate Signature: Waymon Richardson III Date: 4/12/2024

Officer Signature: [Signature] Date: 4/12/2024

Person Designated To Pick Up Property:

Name: Shanetta Richardson

Address: _____

Phone# _____

Receiver's Signature: _____ Date: _____
(Include Copy Of ID)

Releasing Officers Signature: _____ Date: _____

**BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM**

Date Inmate Left Facility: 4/12/2024

Jail ID:341981

SO#:136112

This is to advise you, HERNANDEZ, ASHTON LEE that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be donated to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

LIST OF PROPERTY

- | | |
|------------------------|-----------|
| 1) <u>misc clothes</u> | 6) _____ |
| 2) <u>shoes</u> | 7) _____ |
| 3) _____ | 8) _____ |
| 4) _____ | 9) _____ |
| 5) _____ | 10) _____ |

Inmate Signature: Ashton Hernandez Date: 4/12/2024

Officer Signature: [Signature] Date: 4/12/2024

Person Designated To Pick Up Property:

Name: Cristal Elliott

Address: _____

Phone# _____

Receiver's Signature: _____ Date: _____
(Include Copy Of ID)

Releasing Officers Signature: _____ Date: _____

**BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM**

Date Inmate Left Facility: 4/21/2024

Jail ID:344546

SO#:136157

This is to advise you, BRANHAM, CANDICE SHONTELL that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be donated to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

LIST OF PROPERTY

- | | |
|-------------------------------|-----------|
| 1) <u>misc clothes</u> | 6) _____ |
| 2) <u>SANDLES</u> | 7) _____ |
| 3) <u>WIS</u> | 8) _____ |
| 4) <u>Phone</u> | 9) _____ |
| 5) <u>misc. pillow w/size</u> | 10) _____ |

Inmate Signature: Candice Branham Date: 4/21/2024

Officer Signature: [Signature] Date: 4/21/2024

Person Designated To Pick Up Property:

Name: Giara Foxler

Address: 211

Phone# _____

Receiver's Signature: _____ Date: _____
(Include Copy Of ID)

Releasing Officers Signature: _____ Date: _____

**BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM**

Date Inmate Left Facility: 4/11/2024

Jail ID:346973

SO#:132886

This is to advise you, SWALLOWS, DARRYL JAY that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be donated to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

LIST OF PROPERTY

- | | |
|-------------------------|-----------|
| 1) <u>Misc. clothes</u> | 6) _____ |
| 2) <u>Shoes</u> | 7) _____ |
| 3) <u>ID</u> | 8) _____ |
| 4) <u>BRACELET</u> | 9) _____ |
| 5) _____ | 10) _____ |

Inmate Signature: Darryl Swallows Date:4/11/2024

Officer Signature: [Signature] Date:4/11/2024

Person Designated To Pick Up Property:
Name: _____ Donate

Address: _____

Phone# _____

Receiver's Signature: _____ Date: _____
(Include Copy Of ID)

Releasing Officers Signature: _____ Date: _____

**BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM**

Date Inmate Left Facility: 4/12/2024

Jail ID:343169

SO#:109916

This is to advise you, TREJO, RAFAEL CANALES that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be donated to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

LIST OF PROPERTY

- | | |
|------------------------|-----------|
| 1) <u>Misc clothes</u> | 6) _____ |
| 2) <u>shoes</u> | 7) _____ |
| 3) <u>Phone</u> | 8) _____ |
| 4) <u>BELT</u> | 9) _____ |
| 5) _____ | 10) _____ |

Inmate Signature: Rafael Canales Date: 4/12/2024

Officer Signature: [Signature] Date: 4/12/2024

Person Designated To Pick Up Property:

Name: Suliana weese

Address: _____

Phone# _____

Receiver's Signature: _____ Date: _____
(Include Copy Of ID)

Releasing Officers Signature: _____ Date: _____

**BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM**

Date Inmate Left Facility: 4/5/2024

Jail ID: 342753

SO#: 80729

This is to advise you, BADILLO, JAIME FRANCISCO that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be donated to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

LIST OF PROPERTY

- | | |
|-------------|---------------|
| 1) 2 Sides | 6) Legal mail |
| 2) 1 Pants | 7) 1 earring |
| 3) 1 Boxers | 8) _____ |
| 4) 2 socks | 9) _____ |
| 5) 1 Shirt | 10) _____ |

Inmate Signature: 

Date: 4/5/2024

Officer Signature: 

Date: 4/5/2024

Person Designated To Pick Up Property:

Name: _____

Address: Donate

Phone# _____

Receiver's Signature: _____
(Include Copy Of ID)

Date: _____

Releasing Officers Signature: _____

Date: _____

**BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM**

Date Inmate Left Facility: 4/12/2024

Jail ID:347362

SO#:51704

This is to advise you, French, Bryan Daniel that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be donated to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

LIST OF PROPERTY

- | | |
|-------------------------|-----------|
| 1) <u>Misc. clothes</u> | 6) _____ |
| 2) <u>shoes</u> | 7) _____ |
| 3) <u>Belt</u> | 8) _____ |
| 4) <u>IP</u> | 9) _____ |
| 5) _____ | 10) _____ |

Inmate Signature:  Date:4/12/2024

Officer Signature:  Date:4/12/2024

Person Designated To Pick Up Property:

Name: Amy Reynolds

Address: _____

Phone# _____

Receiver's Signature: _____ Date: _____
(Include Copy Of ID)

Releasing Officers Signature: _____ Date: _____

**BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM**

Date Inmate Left Facility: 4/21/2024

Jail ID:341186

SO#:99939

This is to advise you, SMITH, NAKIA LACOLE that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be donated to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

LIST OF PROPERTY

- | | |
|-------------------------------------|-------------------------|
| 1) <u>Misc. clothes</u> | 6) <u>Jewelry misc.</u> |
| 2) <u>shoes</u> | 7) <u>Sunglasses</u> |
| 3) <u>wig</u> | 8) _____ |
| 4) <u>Folder w/ misc. paperwork</u> | 9) _____ |
| 5) <u>Phone</u> | 10) _____ |

Inmate Signature: Nakia L Smith Date: 4/21/2024

Officer Signature: [Signature] Date: 4/21/2024

Person Designated To Pick Up Property:

Name: Marquis Allen

Address: _____

Phone# _____

Receiver's Signature: _____ Date: _____
(Include Copy Of ID)

Releasing Officers Signature: _____ Date: _____

**BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM**

Date Inmate Left Facility: 4/5/2024

Jail ID: 341581

SO#: 61375

This is to advise you, GOODMAN, HERSHEL that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be donated to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

LIST OF PROPERTY

- | | |
|--------------------|-----------|
| 1) <u>1 shorts</u> | 6) _____ |
| 2) _____ | 7) _____ |
| 3) _____ | 8) _____ |
| 4) _____ | 9) _____ |
| 5) _____ | 10) _____ |

Inmate Signature: [Signature]

Date: 4/5/2024

Officer Signature: [Signature]

Date: 4/5/2024

Person Designated To Pick Up Property:

Name: DONATE

Address: _____

Phone#: _____

Receiver's Signature: _____
(Include Copy Of ID)

Date: _____

Releasing Officers Signature: _____

Date: _____

**BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM**

Date Inmate Left Facility: 4/17/2024

Jail ID:341460

SO#:52246611

This is to advise you, MCKINNEY, KINNETH EDWARD that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be donated to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

LIST OF PROPERTY

- | | |
|------------------------|-----------------------|
| 1) <u>misc clothes</u> | 6) <u>wallet</u> |
| 2) <u>shoes</u> | 7) <u>Credit Card</u> |
| 3) <u>HAT</u> | 8) <u>keys</u> |
| 4) <u>Belt</u> | 9) <u>Misc Items</u> |
| 5) <u>Phone</u> | 10) _____ |

Inmate Signature: [Signature]

Date: 4/17/2024 [Signature]

Officer Signature: [Signature]

Date: 4/17/2024

Person Designated To Pick Up Property:

Name: _____

Address: _____

Phone# _____

Receiver's Signature: _____

Date: _____

(Include Copy Of ID)

Releasing Officers Signature: _____

Date: _____

V

**BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM**

Date Inmate Left Facility: 4/5/2024

Jail ID: 346773

SO#: 4200233

This is to advise you, ELLIS, LAWRENCE that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be donated to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. **Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.**

LIST OF PROPERTY

- | | |
|-----------------|-----------|
| 1) <u>Shoes</u> | 6) _____ |
| 2) <u>socks</u> | 7) _____ |
| 3) <u>Pants</u> | 8) _____ |
| 4) <u>shirt</u> | 9) _____ |
| 5) <u>Socks</u> | 10) _____ |

Inmate Signature: Lawrence Ellis

Date: 4/5/2024

Officer Signature: Bryan

Date: 4/5/2024

Person Designated To Pick Up Property:

Name: DARRELL ELLIS

Address: METTER ST.

BRYAN, TEX. 77803

Phone# _____

Receiver's Signature: _____
(Include Copy Of ID)

Date: _____

Releasing Officers Signature: _____

Date: _____

**BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM**

Date Inmate Left Facility: 4/5/2024

Jail ID: 339512

SO#: 107255

This is to advise you, MONROE, ADRIAN SIDRELL that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be donated to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. **Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.**

LIST OF PROPERTY

- | | |
|------------------------|-----------------|
| 1) <u>wallet</u> | 6) <u>shirt</u> |
| 2) <u>lighter</u> | 7) _____ |
| 3) <u>condom</u> | 8) _____ |
| 4) <u>Glasses case</u> | 9) _____ |
| 5) <u>shorts</u> | 10) _____ |

Inmate Signature: Adrian Monroe Date: 4/5/2024

Officer Signature: Bryant Date: 4/5/2024

Person Designated To Pick Up Property:

Name: Kyrstan Monroe
Address: 713 Vassar Court Apt #13
College Station, 77840
Phone#: 832-609-5340

Receiver's Signature: _____ Date: _____
(Include Copy Of ID)

Releasing Officers Signature: _____ Date: _____

**BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM**

Date Inmate Left Facility: 4/12/2024

Jail ID:339546

SO#:112630

This is to advise you, RHOADES, RICHARD AMOS that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be donated to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

LIST OF PROPERTY

- 2 BAGS*
- | | |
|-------------------------|-----------|
| 1) <u>misc. clothes</u> | 6) _____ |
| 2) <u>shoes</u> | 7) _____ |
| 3) _____ | 8) _____ |
| 4) _____ | 9) _____ |
| 5) _____ | 10) _____ |

Inmate Signature: Richard Rhoades Date: 4/12/2024

Officer Signature: [Signature] Date: 4/12/2024

Person Designated To Pick Up Property:

Name: _____

Address: _____

Phone# _____

Receiver's Signature: _____
(Include Copy Of ID)

Date: _____

Releasing Officers Signature: _____

Date: _____

Donated

**BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM**

Date Inmate Left Facility: 2/23/2024

Jail ID:339524

SO#:116766

This is to advise you, SERNA, JOSHUA BENARD that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be donated to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

LIST OF PROPERTY

- | | |
|------------------------|-------------------|
| 1) <u>2 SHOES</u> | 6) <u>1 Boxer</u> |
| 2) <u>2 legal mail</u> | 7) <u>1 socks</u> |
| 3) <u>1 pants</u> | 8) _____ |
| 4) <u>1 phone</u> | 9) _____ |
| 5) <u>1 shirt</u> | 10) _____ |

Inmate Signature: [Signature]

Date: 2/23/2024

Officer Signature: [Signature]

Date: 2/23/2024

Person Designated To Pick Up Property:

Name: Valeric Serna

Address: 4297 Andart Rd
Bryan TX 77808

Phone# _____

Receiver's Signature: _____
(Include Copy Of ID)

Date: _____

Releasing Officers Signature: _____

Date: _____

**BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM**

Date Inmate Left Facility: 4/13/2024

Jail ID: 342042

SO#: 133454

This is to advise you, Christian, Michael Wesley that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be donated to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

LIST OF PROPERTY

- | | | |
|-----------------------------------|---------------------------------|--------------------------|
| 1) <u>white basketball shorts</u> | 6) <u>phone holster + phone</u> | <u>black belt</u> |
| 2) <u>grey shirt</u> | 7) <u>booklet</u> | <u>cigarettes</u> |
| 3) <u>4 legal mail</u> | 8) <u>grey hat</u> | <u>empty mini bottle</u> |
| 4) <u>white socks</u> | 9) <u>blue shoes</u> | <u>candle lid</u> |
| 5) <u>red cup</u> | 10) <u>7 vapes</u> | <u>hand sanitizer</u> |
| | | <u>keys</u> |

Inmate Signature: [Signature]

Date: 4/13/2024

Officer Signature: _____

Date: 4/13/2024

Person Designated To Pick Up Property:

Name: _____

Address: _____

Phone#: _____

Receiver's Signature: _____
(Include Copy Of ID)

Date: _____

Releasing Officers Signature: _____

Date: _____

**BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM**

Date Inmate Left Facility: 4/13/2024

Jail ID: 343936

SO#: 111680

This is to advise you, SARGENT, WILBERT HENRY, JR that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be donated to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

LIST OF PROPERTY

- 1) black pants
- 2) boxer's
- 3) pair of socks
- 4) blue basketball shorts
- 5) plaid shirt

- 6) grey shirt
- 7) business receipt
- 8) tan belt
- 9) earrings
- 10) headphones

- visa 1146
- 2 necklaces
- black phone
- misc papers
- baby wipes

Inmate Signature: Wilbert Henry

Date: 4/13/2024

Officer Signature: _____

Date: 4/13/2024

Person Designated to Pick Up Property:

Name: I Yanna Sargent

Address: 1710 South LaSalle st
Nakota, TX 77868

Phone#: 979-759-8118

Receiver's Signature: _____
(Include Copy Of ID)

Date: _____

Releasing Officers Signature: _____

Date: _____

**BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM**

Date Inmate Left Facility: 4/13/2024

Jail ID: 342613

SON: 88502

This is to advise you, EVANS, CHRISTOPHER that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be donated to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

LIST OF PROPERTY

- | | |
|-----------------------------------|-------------------------|
| 1) <u>Black basketball shorts</u> | 6) <u>gray hat</u> |
| 2) <u>white shirt</u> | 7) <u>watch</u> |
| 3) <u>white socks</u> | 8) <u>phone (black)</u> |
| 4) <u>Orange boxers</u> | 9) <u>earrings</u> |
| 5) <u>white tank top</u> | 10) _____ |

Inmate Signature: [Signature] Date: 4/13/2024

Officer Signature: _____ Date: 4/13/2024

Person Designated To Pick Up Property:

Name: Cally Robinson

Address: 1201 Hongmire Dr

College Station, Texas

Phone#: 979-412-4837 ~~(218) 443-8645~~ • (218) 443-8645

Receiver's Signature: _____ Date: _____
(Include Copy Of ID)

Releasing Officers Signature: _____ Date: _____

**BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM**

Date Inmate Left Facility: 4/13/2024

Jail ID: 343806

SO#: 69383

This is to advise you, LOCKRIDGE, DARYL KIETH, JR that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be donated to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

LIST OF PROPERTY

- | | |
|--------------------------|-----------------------|
| 1) <u>Black Socks</u> | 6) <u>white socks</u> |
| 2) <u>Grey shorts</u> | 7) _____ |
| 3) <u>White tank top</u> | 8) _____ |
| 4) <u>Grey boxers</u> | 9) _____ |
| 5) <u>Grey Sneakers</u> | 10) _____ |

Inmate Signature: Daryl Lockridge Date: 4/13/2024

Officer Signature: _____ Date: 4/13/2024

Person Designated To Pick Up Property:

Name: Christine Barrow
Address: 5829 HWY 21 WEST
Bryan, TX 77803
Phone#: (979) 820-4746

Receiver's Signature: _____ Date: _____
(Include Copy Of ID)

Releasing Officers Signature: _____ Date: _____

**BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM**

Date Inmate Left Facility: 4/13/2024

Jail ID: 347084

SO#: 33244547

This is to advise you, TEDESCO, JOSEPH BLAINE that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be donated to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

LIST OF PROPERTY

- | | |
|-------------------|----------------------|
| 1) cowboy boots | 6) black long shorts |
| 2) blue boxers | 7) grey hoodie |
| 3) white tank top | 8) black socks |
| 4) grey pjs | 9) keejaal mail |
| 5) black t-shirt | 10) |

Inmate Signature: Trace Joseph Date: 4/13/2024

Officer Signature: _____ Date: 4/13/2024

Person Designated To Pick Up Property:

Name: Tracey Alawine
Address: 809 Hester St
Lexington TX 778
Phone#: 979-540-6007

Receiver's Signature: _____ Date: _____
(include Copy Of ID)

Releasing Officers Signature: _____ Date: _____

**BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM**

Date Inmate Left Facility: 4/13/2024

Jail ID: 343937

SO#: 98591

This is to advise you, MINOR, NORMAN LASHAWN that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be donated to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

LIST OF PROPERTY

- | | |
|------------------------|-----------------------|
| 1) <u>White slides</u> | 6) <u>Black phone</u> |
| 2) <u>Grey shorts</u> | 7) <u>Blue order</u> |
| 3) <u>Purple shirt</u> | 8) <u>Misc Papers</u> |
| 4) <u>Black socks</u> | 9) _____ |
| 5) <u>black shorts</u> | 10) _____ |

Inmate Signature: Norman Minor Date: 4/13/2024

Officer Signature: [Signature] Date: 4/13/2024

Person Designated To Pick Up Property:

Name: Douglas Franklin
Address: 805 spur SH 105
Navasota, TX 77868
Phone#: 999-575-7001

Receiver's Signature: _____ Date: _____
(Include Copy Of ID)

Releasing Officers Signature: _____ Date: _____



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

Date: 07/03/2024

- 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: _____

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: Clothing, Jewelry, Electronics, other misc items left by inmates
that have left the Brazos County Detention Center in the month of May 2024

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:	Check the appropriate entity property being donated to:
<input type="checkbox"/> 61235000 (Donation - Other)*	Government Entity: _____
<input type="checkbox"/> 60010000 (Minor Property - \$1 - \$4999)	Organization Name
<input type="checkbox"/> 80010000 (Capital Property - Over \$5000)	Other (Due to Statutory requirements prior approval is required by Purchasing: _____)
	Organization Name

**Donation - Other account 61235000 is to be used ONLY for cash/check funds donated to Brazos County.*

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 discretion of Commissioners Court based upon such things as usefulness, projected operating, maintenance, and insurance costs.

Requesting Department: Brazos County Sheriff's Office
Department Name

[Signature] 11878
Authorized Signature

Organization Receiving Donated Property: [Signature] 11878
Authorized Signature

Approved by Commissioners Court on this 23 day of July 2024

[Signature]
Commissioners Court Approval

**BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM**

Date Inmate Left Facility: 5/5/2024

Jail ID:346938

SO#:129526

This is to advise you, LAFORCE, GISELLE NICOLE that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be donated to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

LIST OF PROPERTY

- | | |
|--------------------------|-----------|
| 1) <u>MISC ITEMS</u> | 6) _____ |
| 2) <u>MISC PAPER</u> | 7) _____ |
| 3) <u>BROKEN GLASSES</u> | 8) _____ |
| 4) <u>KEYS</u> | 9) _____ |
| 5) <u>MISC. CLOTHES</u> | 10) _____ |

Inmate Signature: Giselle Nicole Laforce Date: 5/5/2024

Officer Signature: [Signature] Date: 5/5/2024

Person Designated To Pick Up Property:

Name: Kevin

Address: _____

Phone# _____

Receiver's Signature: _____ Date: _____
(Include Copy Of ID)

Releasing Officers Signature: _____ Date: _____

**BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM**

Date Inmate Left Facility: 5/9/2024

Jail ID:341717

SO#:107754

This is to advise you, LOVING, JAMES ALLEN that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be donated to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

LIST OF PROPERTY

- | | |
|------------------------|-----------|
| 1) <u>Belt</u> | 6) _____ |
| 2) <u>Charger cord</u> | 7) _____ |
| 3) <u>2 lighters</u> | 8) _____ |
| 4) <u>MISC CLOTHES</u> | 9) _____ |
| 5) _____ | 10) _____ |

Inmate Signature: [Signature] Date: 5/9/2024

Officer Signature: [Signature] Date: 5/9/2024

Person Designated To Pick Up Property:

Name: THELMA Hawkins

Address: P.O. 984

FRANKLIN, TX 77858

Phone# 979-436-5461

Receiver's Signature: _____ Date: _____
(Include Copy Of ID)

Releasing Officers Signature: _____ Date: _____

**BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM**

Date Inmate Left Facility: 5/21/2024

Jail ID: 347505

SO#: 129498

This is to advise you, STUBBLEFIELD, LEE ROY that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be donated to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

LIST OF PROPERTY

- | | |
|---------------------|-------------|
| 1) SHOES | 6) SOCKS |
| 2) MEDICATION | 7) DNDLUBER |
| 3) WALLET | 8) SHIRTS |
| 4) PANTS XZ | 9) |
| 5) PANTS | 10) |

Inmate Signature: [Signature] Date: 5/21/2024

Officer Signature: [Signature] Date: 5/21/2024

Person Designated To Pick Up Property:

Name: Sherry Stubblefield

Address: 117 West Caroline
Palestine Tx 75801

Phone#: 903 - 948 - 1530

Receiver's Signature: _____ Date: _____
(Include Copy Of ID)

Releasing Officers Signature: _____ Date: _____

**BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM**

Date Inmate Left Facility: 5/9/2024

Jail ID:347593

SO#:80502

This is to advise you, GARNER, MICHAEL DESHAWN, SR that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be donated to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

LIST OF PROPERTY

- | | |
|-------------------------|-----------|
| 1) <u>MISC Clothing</u> | 6) _____ |
| 2) _____ | 7) _____ |
| 3) _____ | 8) _____ |
| 4) _____ | 9) _____ |
| 5) _____ | 10) _____ |

Inmate Signature: Michael Garner Date: 5/9/2024

Officer Signature: JG 2201 Date: 5/9/2024 Bo

Person Designated To Pick Up Property:

Name: Lataria Garner

Address: 520 Shady Dr

Phone# _____

Receiver's Signature: _____ Date: _____
(Include Copy Of ID)

Releasing Officers Signature: _____ Date: _____

**BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM**

Date Inmate Left Facility: 5/21/2024

Jail ID: 343573

SO#: 112360

This is to advise you, Graves, Delmus Deshun that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be **donated** to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

LIST OF PROPERTY

- | | |
|---------------------|-------------------|
| 1) <u>SLIDES</u> | 6) <u>HAT</u> |
| 2) <u>SHORTS x2</u> | 7) <u>PHONE</u> |
| 3) <u>UNDERWEAR</u> | 8) <u>KNIFE</u> |
| 4) <u>SHIRT x2</u> | 9) <u>JEWELRY</u> |
| 5) <u>SOCKS</u> | 10) _____ |

Inmate Signature: *[Signature]*

Date: 5/21/2024

Officer Signature: *[Signature]*

Date: 5/21/2024

Person Designated To Pick Up Property:

Name:

Christine Gibbs - GRAVES

Address:

409 West. 15 Street Apt A

Bryan TX 77803

Phone#

979-344-8789

Receiver's Signature: _____

Date: _____

(Include Copy Of ID)

Releasing Officers Signature: _____

Date: _____

**BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM**

Date Inmate Left Facility: 5/7/2024

Jail ID:341876

SO#:123615

This is to advise you, COLLINS, JADRIEN DESHON that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be donated to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

LIST OF PROPERTY

- | | |
|------------------------|------------------------|
| 1) <u>Black shorts</u> | 6) <u>legal Papers</u> |
| 2) <u>Socks</u> | 7) _____ |
| 3) <u>Black shirt</u> | 8) _____ |
| 4) <u>Blue boxers</u> | 9) _____ |
| 5) <u>Black slides</u> | 10) _____ |

Inmate Signature: Jadrien Collins Date: 5/7/2024

Officer Signature: Bryan Date: 5/7/2024

Person Designated To Pick Up Property:

Name: Ariecial Shaver

Address: 1701 East 27st
Bryan Tx, 77801

Phone# _____

Receiver's Signature: _____ Date: _____
(Include Copy Of ID)

Releasing Officers Signature: _____ Date: _____

**BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM**

Date Inmate Left Facility: 5/5/2024

Jail ID:345091

SO#:102406

This is to advise you, CONTRERAS, JORGE LUIS, JR that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be donated to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

LIST OF PROPERTY

- | | |
|-------------------------|-----------|
| 1) <u>Misc. clothes</u> | 6) _____ |
| 2) <u>Boots</u> | 7) _____ |
| 3) <u>Legal mail</u> | 8) _____ |
| 4) _____ | 9) _____ |
| 5) _____ | 10) _____ |

Inmate Signature: Jorge Contreras Date: 5/5/2024 Don't

Officer Signature: [Signature] Date: 5/5/2024

Person Designated To Pick Up Property:
Name: _____
Address: _____

Phone# _____

Receiver's Signature: _____ Date: _____
(Include Copy Of ID)

Releasing Officers Signature: _____ Date: _____

**BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM**

Date Inmate Left Facility: 5/23/2024

Jail ID:347094

SO#:63762

This is to advise you, BLACKSHEAR, LOUIS JAMES, JR that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be donated to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

LIST OF PROPERTY

- | | |
|------------------|------------------------|
| 1) <u>Jacket</u> | 6) <u>Phone donate</u> |
| 2) <u>Shirt</u> | 7) <u>belt</u> |
| 3) <u>Pants</u> | 8) <u>wallet</u> |
| 4) <u>shoes</u> | 9) <u>lighters</u> |
| 5) <u>meds</u> | 10) _____ |

Inmate Signature: _____

Date:5/23/2024

Officer Signature: [Signature]

Date:5/23/2024

Person Designated To Pick Up Property:

Name: Trevion Blackshear

Address: 2518 Dart north
704

Phone# 979-492-8191

Receiver's Signature: _____
(Include Copy Of ID)

Date: _____

Releasing Officers Signature: _____

Date: _____

**BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM**

Date Inmate Left Facility: 5/21/2024

Jail ID: 343091

SO#: 52627

This is to advise you, DEERE, CHRISTOPHER EUGENE that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be donated to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

LIST OF PROPERTY

- | | |
|----------------------|------------------------|
| 1) <u>BOOTS</u> | 6) <u>BELT</u> |
| 2) <u>LEGAL MAIL</u> | 7) <u>HAT</u> |
| 3) <u>SHIRT</u> | 8) _____ |
| 4) <u>UNDERWEAR</u> | 9) _____ |
| 5) <u>SOCKS</u> | 10) <u>Accessories</u> |

Inmate Signature: *Christopher Eugene Deere* Date: 5/21/2024

Officer Signature: *[Signature]* Date: 5/21/2024

Person Designated To Pick Up Property:

Name: _____

Address: *Donate*

Phone#: _____

Receiver's Signature: _____ Date: _____
(Include Copy Of ID)

Releasing Officers Signature: _____ Date: _____

**BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM**

Date Inmate Left Facility: 5/23/2024

Jail ID:345945

SO#:62626641

This is to advise you, RICHARDSON, JON ALLEN that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be donated to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

LIST OF PROPERTY

- | | |
|-------------------|----------------------|
| 1) <u>Jackets</u> | 6) <u>belt</u> |
| 2) <u>jeans</u> | 7) <u>wallet</u> |
| 3) <u>shirts</u> | 8) <u>headphones</u> |
| 4) <u>shoes</u> | 9) _____ |
| 5) <u>phone</u> | 10) _____ |

Inmate Signature: Jon Richardson Date: 5/23/2024

Officer Signature: [Signature] Date: 5/23/2024

Person Designated To Pick Up Property:

Name: _____

Address: _____

Phone# _____

Receiver's Signature: _____
(Include Copy Of ID)

Date: _____

Releasing Officers Signature: _____

Date: _____

Donate

**BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM**

Date Inmate Left Facility: 5/7/2024

Jail ID:347460

SO#:1637767

This is to advise you, YBARRA, ALFONSE that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be donated to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. **Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.**

LIST OF PROPERTY

- | | |
|-----------------------|-----------------------|
| 1) <u>Blue Jeans</u> | 6) <u>Black socks</u> |
| 2) <u>white shirt</u> | 7) _____ |
| 3) <u>Blue boxers</u> | 8) _____ |
| 4) <u>Brown boots</u> | 9) _____ |
| 5) <u>Black belt</u> | 10) _____ |

Inmate Signature: Alfonse Ybarra Date:5/7/2024

Officer Signature: Bryant Date:5/7/2024

Person Designated To Pick Up Property:

Name: Donate

Address: _____

Phone# _____

Receiver's Signature: _____ Date: _____
(Include Copy Of ID)

Releasing Officers Signature: _____ Date: _____

**BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM**

Date Inmate Left Facility: 5/7/2024

Jail ID:348204

SO#:47186

This is to advise you, MACIAS, JULIAN ALEXANDER that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be donated to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. **Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.**

LIST OF PROPERTY

- | | |
|------------------------|----------------------|
| 1) <u>Blue Jeans</u> | 6) <u>Black belt</u> |
| 2) <u>Red shirt</u> | 7) _____ |
| 3) <u>Black boxers</u> | 8) _____ |
| 4) <u>black socks</u> | 9) _____ |
| 5) <u>Brown boots</u> | 10) _____ |

Inmate Signature: [Signature] Date:5/7/2024

Officer Signature: [Signature] Date:5/7/2024

Person Designated To Pick Up Property:

Name: Angie Cruz
Address: 421 Milwaukee St
Bryan, TX 77803

Phone# _____

Receiver's Signature: _____ Date: _____
(Include Copy Of ID)

Releasing Officers Signature: _____ Date: _____

**BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM**

Date Inmate Left Facility: 5/30/2024

Jail ID:344509

SO#:71312

This is to advise you, OBANION, JOHN WESLEY that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be donated to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

LIST OF PROPERTY

- | | |
|----------|---------------------|
| 1) SHOES | 6) legal mail |
| 2) BOXER | 7) SHIRT |
| 3) JEANS | 8) _____ |
| 4) SHIRT | 9) _____ |
| 5) SOCKS | 10) _____ |

Inmate Signature: X [Signature] Date:5/30/2024

Officer Signature: [Signature] Date:5/30/2024

Person Designated To Pick Up Property:

Name: Kristian Hammer
Address: 2405 E. state Highway 21
LOT 44, BRYAN, TX, 77803
Phone# _____

Receiver's Signature: _____ Date: _____
(Include Copy Of ID)

Releasing Officers Signature: _____ Date: _____

**BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM**

Date Inmate Left Facility: 5/20/2024

Jail ID:349087

SO#:63645

This is to advise you, BONNER, AMANDA BUELTMANN that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be donated to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

LIST OF PROPERTY

- | | |
|------------------------|-----------|
| 1) <u>MISC CLOTHES</u> | 6) _____ |
| 2) _____ | 7) _____ |
| 3) _____ | 8) _____ |
| 4) _____ | 9) _____ |
| 5) _____ | 10) _____ |

Inmate Signature: Amanda Bonner Date: 5/20/2024

Officer Signature: [Signature] Date: 5/20/2024

Person Designated To Pick Up Property:

Name: Kristin Myatt
Address: 19422 Dawn Treader Dr
Cypress TX 77429
Phone#: 832-334-1210

Receiver's Signature: Amanda Bonner Date: _____
(Include Copy Of ID)

Releasing Officers Signature: _____ Date: _____

1 - 1

**BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM**

Date Inmate Left Facility: 5/9/2024

Jail ID:345590

SO#:133981

This is to advise you, JUAREZ-GIBSON, DEREK that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be donated to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

LIST OF PROPERTY

- | | |
|-----------------------|-----------|
| 1) <u>Wht hat</u> | 6) _____ |
| 2) <u>Wht Jacket</u> | 7) _____ |
| 3) <u>Blue Slides</u> | 8) _____ |
| 4) <u>Tan pants</u> | 9) _____ |
| 5) _____ | 10) _____ |

Inmate Signature: _____

Date:5/9/2024

Officer Signature: J 2587

Date:5/9/2024

Person Designated To Pick Up Property:

Name: Lillian Juarez

Address: 5720 Paseo DR

Bryan, TX

Phone# _____

Receiver's Signature: _____
(Include Copy Of ID)

Date: _____

Releasing Officers Signature: _____

Date: _____

**BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM**

Date Inmate Left Facility: 5/30/2024

Jail ID: 345495

SO#: 122982

This is to advise you, ALEXANDER, JOSEPH MERL that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be donated to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

LIST OF PROPERTY

- | | |
|----------------------------|-----------|
| 1) <u>legal papers</u> | 6) _____ |
| 2) <u>belt</u> | 7) _____ |
| 3) <u>cigarettes</u> | 8) _____ |
| 4) <u>necktie</u> | 9) _____ |
| 5) <u>socks</u> | 10) _____ |

Inmate Signature: Joseph M. Alexander Date: 5/30/2024

Officer Signature: [Signature] Date: 5/30/2024

Person Designated To Pick Up Property:

Name: Joseph I Alexander

Address: 2526 cr. 314
NAVASOTA TX. 77868

Phone# _____

Receiver's Signature: _____ Date: _____
(Include Copy Of ID)

Releasing Officers Signature: _____ Date: _____

**BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM**

Date Inmate Left Facility: 5/23/2024

Jail ID: 34330

SO#: 132540

This is to advise you, Marshall, Vincent Jay that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be donated to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

LIST OF PROPERTY

- | | |
|----------------------|-----------|
| 1) <u>shirt</u> | 6) _____ |
| 2) <u>Pants</u> | 7) _____ |
| 3) <u>Socks</u> | 8) _____ |
| 4) <u>Shoes</u> | 9) _____ |
| 5) <u>legal mail</u> | 10) _____ |

Inmate Signature: [Signature]

Date: 5/23/2024

Officer Signature: [Signature]

Date: 5/23/2024

Person Designated To Pick Up Property:

Name: _____

Address: Donate

Phone# _____

Receiver's Signature: _____
(Include Copy Of ID)

Date: _____

Releasing Officers Signature: _____

Date: _____



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Brazos County Sheriff's Office NUMBER:

DATE OF COURT MEETING: 7/23/2024

ITEM: Approval requested from the Sheriff's Office to apply for grant funds in the amount of \$1,500.00 from the Walmart Sparkgood program. Funds will be used for educational material to be handled out to agencies and civilians during presentations for the Brazos Valley Human Trafficking Task Force.

TO: Commissioners Court

FROM: Regina Guzman

DATE: 07/02/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
Grant Application for Walmart.pdf	Grant Application Approval Form	Cover Memo
Grant Application backup for Walmart.pdf	Deed Application for Walmart	Cover Memo



BRAZOS COUNTY, TEXAS
GRANT APPLICATION APPROVAL FORM

Date: 07/01/2024

Requesting Department: BRAZOS COUNTY SHERIFF'S OFFICE

Grant Title: Local Community Support

Granting Agency: Wal-Mart Sparkgood

Amount Requested: \$ 1,500.00

Grant Term (Beg/End): One time check

Project Description: Community grant to fund any supplies needed to further the mission of the Brazos Valley Human Trafficking Task Force in educating law enforcement and civilians. The Brazos Valley Human Trafficking Task Force serves 9 counties and the investigators would benefit from having educational materials to leave with the agencies and during presentations to civilians. Accurate information about Human Traff

Will this grant fund salary & benefits? Yes No

Is there County Match requirement? Yes No

Are there financial reporting requirements? Yes No

Who will do financial reporting? _____

Are there programmatic reporting requirements? Yes No

Who will do programmatic reporting? _____

*Please include all available backup documentation with the approval form. All grants are contracts between Brazos County and the granting agency and should be approved by Commissioners Court prior to the application submission.

[Signature]
Authorized Signature

Approved by Commissioners Court on this 23 day of July 2024.

[Signature]
Commissioners Court Approval



Claim your profile

Nonprofit location

Un... ▾

Organization name *

First Name *

Last Name *

Email Address *

Password

Confirm Password *

I confirm that I am an authorized user for this organization.

Claim your profile

By signing up you agree to the Terms of Use and consent to the processing of your personal data according to the Privacy Policy.

Already have an account?

Login here!



Exciting News

Starting in 2024, Deed is providing organization verification for Spark Good programs.

[Learn More](#)



♥ What programs are available on the Spark Good Nonprofit portal?



Round Up

Sign up for Round Up so customers can support you at checkout on Walmart.com or in the app.



Registry

Create a charitable registry with a list of products customers can purchase and ship to your location of choice.

3. Add Organization to Spark Good account

Add organization to your Spark Good account and set up payment settings on Deed

4. Participate in Spark Good

Engage with customers and associates to support your organization

Spark Good Nonprofit FAQs

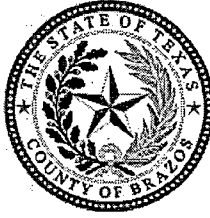


**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: CONSTABLE PCT. 3 NUMBER:
DATE OF COURT MEETING: 7/23/2024
ITEM: Approval requested from Constable Pct. 3 to accept the award for the 24TXE020 NRA Foundation Grant for training ammo and first aid kits in the amount of \$2,371.00.
TO: Commissioners Court
FROM: J.P. INGRAM
DATE: 07/10/2024
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
NRA_EMAIL_WITH_PRICES.pdf	NRA EMAIL WITH FUNDS AWARDED	Cover Memo
NRA_GRANT_AWARD.pdf	NRA Award	Backup Material



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: CONSTABLE PCT. 3 NUMBER:
DATE OF COURT MEETING: 7/23/2024
ITEM: Approval requested from Constable Pct. 3 to accept the award for the 24TXE020 NRA
Foundation Grant for training ammo and first aid kits in the amount of \$2,371.00.
TO: Commissioners Court
FROM: J.P. INGRAM
DATE: 07/10/2024
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
NRA_EMAIL_WITH_PRICES.pdf	NRA EMAIL WITH FUNDS AWARDED	Cover Memo
NRA_GRANT_AWARD.pdf	NRA Award	Backup Material

APPROVED

Duane Peters
County Judge

Date

Angie Regmund

From: Calder R. Lively
Sent: Wednesday, July 10, 2024 8:42 AM
To: Megan L. Conkel
Cc: Angie Regmund
Subject: FW: 24TXE020 NRA Foundation Grant Award - Ammo Question

Megan, the below email is the only source for the value the NRA foundation placed on their ammunition donated to us.

The five first aid kits are valued at \$50 each, which is the link below from their factory website (not sure exactly what it cost from the NRA Foundation).

<https://voodootactical.com/first-aid/>

From: Pridemore, Brooke <BPridemore@nrahq.org>
Sent: Wednesday, February 7, 2024 2:42 PM
To: Calder R. Lively <CLively@brazoscountytexas.gov>
Subject: 24TXE020 NRA Foundation Grant Award - Ammo Question

Brazos County Disclaimer

***** This is an email from an EXTERNAL source. DO NOT click links or open attachments unless you recognize the sender and have verified that the content is safe. Never enter USERNAME, PASSWORD or sensitive information on pages linked from this email.*****

Good afternoon,

Your NRA Foundation grant was recently approved. I have a question regarding your training ammunition award. Would your group prefer receiving the physical ammo from us or a check for the total to purchase the ammo yourself?

Grant #	Item Description	Award QTY	Total
24TXE020	Winchester Service Grade 9MM 115 Grain (500 Count)	4	\$ 572.00
24TXE020	Winchester Service Grade 45 ACP 230 Grain (500 Count)	4	\$ 960.20
24TXE020	Winchester USA .223 Rem 55 Grain FMJ (1,000 Count)	1	\$ 589.50

Please let me know, as either option works for us.

Best regards,
Brooke Pridemore
NRA Foundation



2024
NRA

Home / Print for Your Records

Print for Your Records

CONFIDENTIAL - FOR YOUR RECORDS ONLY

5 Grant Catalog ID

You have successfully created your request budget for your NRA Foundation Grant Application!

- Enter the Grant Catalog ID below into the corresponding field of the application
- Ensure that the Grant Catalog ID is entered correctly
- Retain this ID for your own records
- Once you have entered the ID and ensured that it is correct, you may close this window

Your Grant Catalog ID Is

5UD8GW

Progress

- 1 Catalog Items
- 2 Check Request Items
- 3 Arrange Priority
- 4 Review
- 5 Grant Catalog ID

Grant Catalog ID

Be sure to write the Grant Catalog ID down. You will need to enter this in the application EXACTLY as it appears. Click the "PRINT" button if you would like a copy for your records. Once you are done with this screen, you can close the tab but be careful not to close the entire browser if the application is still up!

RANK	ITEM DESC.	QTY
1	Angel Armor "RISE" Ballistic Vest Purchase assistance	3
2	Winchester Service Grade 9MM 115 Grain (500 Count)	4
3	Winchester Service Grade 45 ACP 230 Grain (500	4

Count)

4	Winchester USA .223 Rem 55 Grain FMJ (1,000 Count)	1
5	Trauma Kit from Voodoo Tactical	5



PRINT

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11250 Waples Mill Road, Fairfax, VA 22030



HELP

Award Summary

Organization: Brazos County Constable Pct. 3

Grant Reference Number: 24TXE020

Below you will see all the items you asked for in the grant application. Item descriptions, priority ranking, quantity requested, quantity recommended and the status of that item are listed. The status tells you if you were awarded all quantities of that item (Fully Awarded), some of the quantity requested (Partially Awarded) or none of that item (Not Awarded). You are able to print this list using the print icon at the bottom of this page.

Please review and print the information below. Click "Proceed to Next Step" once you are ready to move on.

Product Award

ITEM DESC.	QTY REQUESTED	QTY AWARDED	STATUS
Winchester Service Grade 9MM 115 Grain (500 Count)	4	4	Fully Awarded
Winchester Service Grade 45 ACP 230 Grain (500 Count)	4	4	Fully Awarded
Winchester USA .223 Rem 55 Grain FMJ (1,000 Count)	1	1	Fully Awarded
Trauma Kit from Voodoo Tactical	5	5	Fully Awarded

Monetary Award

ITEM DESC.	AMT REQUESTED	AMT AWARDED	STATUS
Angel Armor "RISE" Ballistic Vest Purchase assistance	\$2,700.00	\$0.00	Not Awarded

GO BACK

 **PRINT**

PROCEED TO NEXT STEP

Progress

- 1** Award Summary
- 2** Monetary Award
 - Monetary Award (Cont'd)
- 3** Merchandise Award
 - Shipping Information
 - Review Shipping
 - Shipping Payment

4 Recognition

5 Reminder

6 Finished

For questions contact the grant department at 1-800-554-9498 or grantprogram@nrahq.org.

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11250 Waples Mill Road, Fairfax, VA 22030



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Purchasing

NUMBER:

DATE OF COURT MEETING: 7/23/2024

ITEM: Approval requested from the Brazos County Health District to issue a Diners Club credit card to Arthur Davila with a credit limit of \$2,000.00 for emergency acquisitions, training and travel expenses.

TO: Commissioners Court

FROM: Presley Nelson

DATE: 07/15/2024

FISCAL IMPACT: False

BUDGETED: False

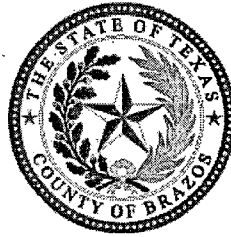
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

Description

Type



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Purchasing NUMBER:

DATE OF COURT MEETING: 7/23/2024

ITEM: Approval requested from the Brazos County Health District to issue a Diners Club credit card to Arthur Davila with a credit limit of \$2,000.00 for emergency acquisitions, training and travel expenses.

TO: Commissioners Court

FROM: Presley Nelson

DATE: 07/15/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

App_for_Arthur_Davila.pdf

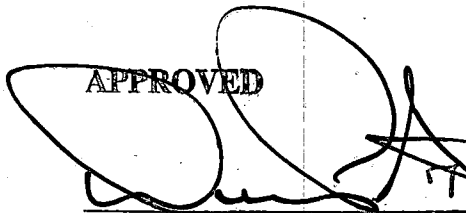
Description

Credit Card Request

Type

Backup Material

APPROVED


Duane Peters
County Judge

7/23/24
Date



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Risk Management NUMBER:

DATE OF COURT MEETING: 7/23/2024

ITEM: Approval requested from Risk Management for payment to Jay and Kristie Oyler in the amount of \$679.99 for repair of stone mailbox. Mailbox was damage during road repairs and maintenance.

TO: Commissioners Court

FROM: Leslie Contreras

DATE: 07/18/2024

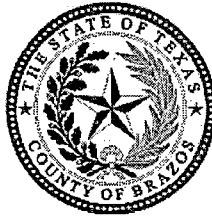
FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
Jay_and_Kristie_Oyler.pdf	Signed Release	Backup Material



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Risk Management NUMBER:

DATE OF COURT MEETING: 7/23/2024

ITEM: Approval requested from Risk Management for payment to Jay and Kristie Oyler in the amount of \$679.99 for repair of stone mailbox. Mailbox was damaged during road repairs and maintenance.

TO: Commissioners Court

FROM: Leslie Contreras

DATE: 07/18/2024

FISCAL IMPACT: False

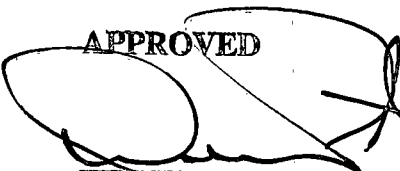
BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
Jay_and_Kristie_Oyler.pdf	Signed Release	Backup Material
REPORTS___PROPERTY_DAMAGE_REPORT_CLAIM.pdf	Claim Report	Backup Material

APPROVED


Duane Peters
County Judge

7/23/24
Date



BRAZOS COUNTY
200 S. TEXAS AVENUE
BRYAN, TEXAS 77803

RELEASE OF CLAIMS

For and in consideration of the payment at this time of the sum of **\$679.99 (Six Hundred, Seventy-Nine Dollars and ninety-nine cents)**, the receipt of which is hereby acknowledged, **Jay and Kristie Oyler**, being of lawful age do hereby release, acquit and forever discharge **Brazos County**, and all other persons, firms and corporations who might be liable of and from any and all actions, causes of action, claims, demands, damages, costs, loss of services, expenses and compensation, on account of, or in any way and all known and unknown damage rendered prior to or after **June 10, 2024**.

Jay and Kristie Oyler, hereby declare and represent that the damage sustained to the **stone encased mailbox located at 18177 Wigeon Trail, College Station, Texas 77840** is replaceable and there is no further damage, as a result of the incident, on **June 10, 2024**.

In making this release and agreement, it is understood and agreed that I rely wholly upon my own judgment, belief and knowledge of the replaceable damage and have not been influenced to any extent whatsoever in making this release by any representations or statements regarding said damage, or regarding any other matters, made by the persons, firms or corporations who are hereby released, or by any person or persons representing him, her or them, or by any **Brazos County employee**.

It is further understood and agreed that this settlement is the compromise of a claim, and that the payment is not to be construed as an admission of liability on the part of **Brazos County** or the employees by whom liability is expressly denied.

I further agree and do hereby agree to **indemnify** and **hold harmless** each and all of the parties hereby released from any and all claims, demands, actions and causes of action of whatsoever nature or character which may hereafter be asserted by any persons, entities, organizations, firms, corporations, or insurance companies, as a result of the above described incident, and to **indemnify** and **hold harmless** such released parties

from any and all demands, actions and causes of action for contribution and or indemnity which may hereafter be asserted by any person, firm, organization, insurance company, or corporation against the parties hereby released, as a result of the above described incident.

This release constitutes the entire agreement between the parties hereto, and the terms of this release are contractual and not a mere recital.

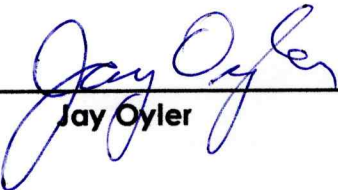
I further state that I have carefully read the foregoing release and know the contents thereof, and I sign the same as my own free act.



Kristie Oyler

7-9-2024

Date



Jay Oyler

7-9-24

Date



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: District Attorney NUMBER:
DATE OF COURT MEETING: 7/23/2024
ITEM: Approval of Amendment No. 9 to the Service Agreement between TAMU Health Science Center and Brazos County with the acceptance of \$15,000 in grant funds.
TO: Commissioners Court
FROM: Jennifer Jansen
DATE: 07/23/2024
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00
ACTION REQUESTED OR ALTERNATIVES: Approval and signature

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
M1901171 - TAMU HSC - Brazos Co - Amend 9 - PE.pdf	TAMU HSC - Brazos Cou. Amend. #9	Cover Memo

AMENDMENT NO. 9
to the
SERVICE AGREEMENT
between
TEXAS A&M UNIVERSITY HEALTH SCIENCE CENTER
And
BRAZOS COUNTY

The agreement entered into by and between **Texas A&M University Health Science Center**, College Station, Texas ("Prime Recipient"), and **Brazos County, acting through the Brazos County District Attorney's Office** ("Criminal Justice Partner"), under Health Resources Services Administration (HRSA) ("Sponsor"), Grant No. 1 T96HP32499-001-00, for the project entitled "Advanced Nursing Education-Sexual Assault Nurse", is hereby amended as follows:

2. Add payment terms to Article 3:

3. Consideration and Payment

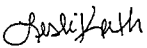
As consideration for the work cited in Article 1, Prime Recipient agrees to pay Criminal Justice Partner an additional cost reimbursable amount of **\$15,000** for the period of performance, 07/01/2024 – 6/30/2025 based on the following payment schedule. The Total Amount Funded to Date is **\$105,000**.

\$15,000 – After receipt of Annual Report, due by 6/30/2025; completion of Deliverable, shown in Section 5 and Appendix A; and receipt of an Invoice.

5. Amend Attachment C to add an amendment to the Prime Agreement attached and incorporated as Attachment C revised with Amendment 9.

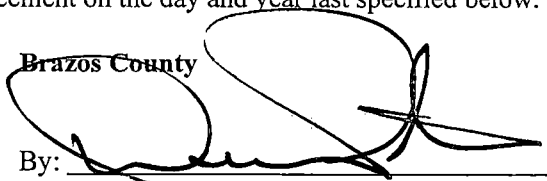
In witness whereof, the Parties have executed this Agreement on the day and year last specified below.

Texas A&M University Health Science Center

By:  Digitally signed by Lesli Kerth
Date: 2024.07.09 21:42:06
+05'00'

Name: Lesli K. Kerth
Title: Associate Director
Date: 7/9/2024

Brazos County

By: 

Name: Duane Peters
Title: County Judge
Date: 7/23/2024

TA

57



Department of Health and Human Services
Health Resources and Services Administration

Notice of Award
FAIN# T9632499
Federal Award Date: 06/13/2024

Recipient Information

1. Recipient Name
TEXAS A&M UNIVERSITY SYSTEM, THE
400 Harvey Mitchell Pkwy S Ste 300
College Station, TX 77845-4375
2. Congressional District of Recipient
10
3. Payment System Identifier (ID)
1742907553A1
4. Employer Identification Number (EIN)
742907553
5. Data Universal Numbering System (DUNS)
835607441
6. Recipient's Unique Entity Identifier
HFT7XTHB6563
7. Project Director or Principal Investigator
Stacey Mitchell
Clinical Professor
samitchell@tamu.edu
(979)436-0283
8. Authorized Official
Kristi Billinger
Executive Director
sis-awards@tamu.edu
(979)862-6777

Federal Agency Information

9. Awarding Agency Contact Information
Jacqueline Dickerson
Grants Management Specialist
Office of Federal Assistance Management (OFAM)
Division of Grants Management Office (DGMO)
jddickerson@hrsa.gov
(301) 443-6512
10. Program Official Contact Information
Michael Clark
Project Officer
Bureau of Health Workforce (BHW)
MClark@hrsa.gov
(301) 594-4203

Federal Award Information

11. Award Number
2 T96HP32499-07-00
12. Unique Federal Award Identification Number (FAIN)
T9632499
13. Statutory Authority
42 U.S.C. § 296j(a)(1)
14. Federal Award Project Title
Advanced Nurse Education-Sexual Nurse Assault Examiner program
15. Assistance Listing Number
93.247
16. Assistance Listing Program Title
Advanced Education Nursing Grant Program
17. Award Action Type
Competing Continuation
18. Is the Award R&D?
No

Summary Federal Award Financial Information

19. Budget Period Start Date 07/01/2024 - End Date 06/30/2025	
20. Total Amount of Federal Funds Obligated by this Action	\$500,000.00
20a. Direct Cost Amount	
20b. Indirect Cost Amount	\$30,692.00
21. Authorized Carryover	\$0.00
22. Offset	\$0.00
23. Total Amount of Federal Funds Obligated this budget period	\$500,000.00
24. Total Approved Cost Sharing or Matching, where applicable	\$0.00
25. Total Federal and Non-Federal Approved this Budget Period	\$500,000.00
26. Project Period Start Date 07/01/2024 - End Date 06/30/2027	
27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period	\$500,000.00

28. Authorized Treatment of Program Income
Addition
29. Grants Management Officer – Signature
Tammy Ponton on 06/13/2024

30. Remarks

This grant is under Expanded Authority.



Notice of Award
Award Number: 2 T96HP32499-07-00
Federal Award Date: 06/13/2024

Bureau of Health Workforce (BHW)

31. APPROVED BUDGET: (Excludes Direct Assistance)	
<input checked="" type="checkbox"/> Grant Funds Only	
<input type="checkbox"/> Total project costs including grant funds and all other financial participation	
a. Salaries and Wages:	\$147,649.00
b. Fringe Benefits:	\$45,003.00
c. Total Personnel Costs:	\$192,652.00
d. Consultant Costs:	\$0.00
e. Equipment:	\$0.00
f. Supplies:	\$6,365.00
g. Travel:	\$2,742.00
h. Construction/Alteration and Renovation:	\$0.00
i. Other:	\$190,889.00
j. Consortium/Contractual Costs:	\$0.00
k. Trainee Related Expenses:	\$76,660.00
l. Trainee Stipends:	\$0.00
m. Trainee Tuition and Fees:	\$0.00
n. Trainee Travel:	\$0.00
o. TOTAL DIRECT COSTS:	\$469,308.00
p. INDIRECT COSTS (Rate: % of S&W/TADC):	\$30,692.00
i. Indirect Cost Federal Share:	\$30,692.00
ii. Indirect Cost Non-Federal Share:	\$0.00
q. TOTAL APPROVED BUDGET:	\$500,000.00
i. Less Non-Federal Share:	\$0.00
ii. Federal Share:	\$500,000.00

32. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE:	
a. Authorized Financial Assistance This Period	\$500,000.00
b. Less Unobligated Balance from Prior Budget Periods	
i. Additional Authority	\$0.00
ii. Offset	\$0.00
c. Unawarded Balance of Current Year's Funds	\$0.00
d. Less Cumulative Prior Award(s) This Budget Period	\$0.00
e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	\$500,000.00

33. RECOMMENDED FUTURE SUPPORT: (Subject to the availability of funds and satisfactory progress of project)	
YEAR	TOTAL COSTS
08	\$500,000.00
09	\$500,000.00

34. APPROVED DIRECT ASSISTANCE BUDGET: (In lieu of cash)	
a. Amount of Direct Assistance	\$0.00
b. Less Unawarded Balance of Current Year's Funds	\$0.00
c. Less Cumulative Prior Award(s) This Budget Period	\$0.00
d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION	\$0.00

35. FORMER GRANT NUMBER

36. OBJECT CLASS
41.21

37. BHCNIS#

38. THIS AWARD IS BASED ON THE APPLICATION APPROVED BY HRSA FOR THE PROJECT NAMED IN ITEM 14. FEDERAL AWARD PROJECT TITLE AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE AS:

a. The program authorizing statute and program regulation cited in this Notice of Award; b. Conditions on activities and expenditures of funds in certain other applicable statutory requirements, such as those included in appropriations restrictions applicable to HRSA funds; c. 45 CFR Part 75; d. National Policy Requirements and all other requirements described in the HHS Grants Policy Statement; e. Federal Award Performance Goals; and f. The Terms and Conditions cited in this Notice of Award. In the event there are conflicting or otherwise inconsistent policies applicable to the award, the above order of precedence shall prevail. Recipients indicate acceptance of the award, and terms and conditions by obtaining funds from the payment system.

39. ACCOUNTING CLASSIFICATION CODES						
FY-CAN	CFDA	DOCUMENT NUMBER	AMT. FIN. ASST.	AMT. DIR. ASST.	SUB PROGRAM CODE	SUB ACCOUNT CODE
24 - 372SANE	93.247	24T96HP32499	\$500,000.00	\$0.00	N/A	24T96HP32499

HRSA Electronic Handbooks (EHBs) Registration Requirements

The Project Director of the grant (listed on this NoA) and the Authorizing Official of the grantee organization are required to register (if not already registered) within HRSA's Electronic Handbooks (EHBs). Registration within HRSA EHBs is required only once for each user for each organization they represent. To complete the registration quickly and efficiently we recommend that you note the 10-digit grant number from box 4b of this NoA. After you have completed the initial registration steps (i.e., created an individual account and associated it with the correct grantee organization record), be sure to add this grant to your portfolio. This registration in HRSA EHBs is required for submission of noncompeting continuation applications. In addition, you can also use HRSA EHBs to perform other activities such as updating addresses, updating email addresses and submitting certain deliverables electronically. Visit <https://grants3.hrsa.gov/2010/WebEPSExternal/Interface/common/accesscontrol/login.aspx> to use the system. Additional help is available online and/or from the HRSA Call Center at 877-Go4-HRSA/877-464-4772.

Terms and Conditions

Failure to comply with the remarks, terms, conditions, or reporting requirements may result in a draw down restriction being placed on your Payment Management System account or denial of future funding.

Grant Specific Term(s)

1. This action reflects a new document number. Please refer to this number when contacting the Payment Management System or submitting drawdown requests.
2. 45 CFR Part 75 applies to all federal funds associated with the award. Part 75 has been effective since December 26, 2014. All references to prior OMB Circulars for the administrative and audit requirements and the cost principles that govern Federal monies associated with this award are superseded by the Uniform Guidance 2 CFR Part 200 as codified by HHS at 45 CFR Part 75.
3. All post-award requests, such as significant budget revisions or a change in scope, must be submitted as a Prior Approval action via the Electronic Handbooks (EHBs) and approved by HRSA prior to implementation. Grantees under "Expanded Authority," as noted in the Remarks section of the Notice of Award, have different prior approval requirements. See "Prior-Approval Requirements" in the DHHS Grants Policy Statement: <https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>.
4. The funds for this award are in a sub-account in the Payment Management System (PMS). This type of account allows recipients to specifically identify the individual grant for which they are drawing funds and will assist HRSA in monitoring the award. Access to the PMS account number is provided to individuals at the organization who have permissions established within PMS. The PMS sub-account code can be found on the HRSA specific section of the NoA (Accounting Classification Codes). Both the PMS account number and sub-account code are needed when requesting grant funds. **Please note that for new and competing continuation awards issued after 10/1/2020, the sub-account code will be the document number.**

You may use your existing PMS username and password to check your organizations' account access. If you do not have access, complete a PMS Access Form (PMS/FFR Form) found at: <https://pmsapp.psc.gov/pms/app/userrequest>. If you have any questions about accessing PMS, contact the PMS Liaison Accountant as identified at: <http://pms.psc.gov/find-pms-liaison-accountant.html>

Program Specific Term(s)

1. This award is governed by the post-award requirements cited in Subpart D-Post Federal Award Requirements, standards for program and fiscal management of 45 CFR Part 75 except when the Notice of Award indicates in the "Remarks" section that the grant is included under "Expanded Authority". These recipients may take the following actions without prior approval of the Grant Management Officer:
 - Section 75.308 c(2)(d)(1) Incur pre-award costs up to 90 calendar days before the award. See also 75.458.
 - Section 75.308 c(2)(d)(2) Initiate a one-time extension of the period of performance by up to 12 months unless one or more of the conditions outlined in paragraphs (d)(2)(i) through (iii) of this section apply. For one-time extensions, the recipient must notify the HHS awarding agency in writing with the supporting reasons and revised period of performance at least 10 calendar days before the end of the period of performance specified in the Federal award. This notification must be submitted through the Electronic Handbooks (EHB). This one-time extension may not be exercised merely for the purpose of using unobligated balances.
 - Section 75.308 c(2)(d)(3) Carry forward unobligated balances to subsequent periods of performance.

Except for funds restricted on a Notice of Award, grantee organizations are authorized to carry over unobligated grant funds up to the lesser of 25% or \$250,000 of the amount awarded for that budget period remaining at the end of that budget period. If the unobligated balance is in excess of 25% of the total amount awarded, or \$250,000, whichever is less, and the grantee wishes to carry the funds forward, the grantee must obtain prior approval from the Grants Management Officer.

The grantee must notify the GMO when it has elected to carry over unobligated balances under Expanded Authority and the amount to be carried over. The notification must be provided under item 12, "Remarks", on the initial submission of the Federal Financial Report (FFR). For all other Post Award request refer Standard Term 5 below.
2. Recipients are responsible for meeting all requirements as outlined in Notice of Funding Opportunity Announcement HRSA-24-017, and

must continue to be in compliance with all grant requirements throughout the project period. Failure to meet grant requirements may result in action taken against the grant award, up to and including grant termination.

3. All nursing programs and consortium partners, if applicable, associated with the project must be accredited for the purpose of graduate nursing education. The grantee must provide evidence of continued/ongoing accreditation by the appropriate national nurse education accrediting agency or State approval agency recognized by the Secretary of the U.S. Department of Education within 30 days of its decision. Nurse-Midwifery and nurse anesthetist education programs must show evidence of specialty accreditation by the Accreditation Commission for Midwifery Education (ACME) of the American College of Nurse-Midwives and the Council on Accreditation of Nurse Anesthesia Programs of the American Association of Nurse Anesthetists, respectively. Failure to do so could result in a disallowance of expenditures.
4. The awardee must submit a progress report to HRSA on an **annual** basis. The Bureau of Health Workforce (BHW) will verify that approved and funded applicants' proposed objectives are accomplished during each year of the project. The BHW Progress Report has two parts. The first part demonstrates awardee progress on program-specific goals. Awardees will provide performance information on project objectives and accomplishments, project barriers and resolutions, and will identify any technical assistance needs. The second part collects information providing a comprehensive overview of awardee overall progress in meeting the approved and funded objectives of the project, as well as plans for continuation of the project in the coming budget period. The awardee is also expected to report on dissemination activities in the annual progress report.

Standard Term(s)

1. Your organization is required to have the necessary policies, procedures, and financial controls in place to ensure that your organization complies with all legal requirements and restrictions applicable to the receipt of federal funding, per HRSA Standard Terms (unless otherwise specified on your Notice of Award), and Legislative Mandates. The effectiveness of these policies, procedures, and controls is subject to audit.

Reporting Requirement(s)

1. **Due Date: Annually (Budget Period) Beginning: Budget Start Date Ending: Budget End Date, due 90 days after end of reporting period.**
The recipient must submit, within 90 days after budget period end date, an annual Federal Financial Report (FFR). The report should reflect cumulative reporting within the project period of the document number. **All FFRs must be submitted through the Payment Management System (PMS).** Technical questions regarding the FFR, including system access should be directed to the PMS Help Desk by submitting a ticket through the self-service web portal (**PMS Self-Service Web Portal**), or calling 877-614-5533.
2. **Due Date: 08/02/2024**
Once awarded, the grantee must communicate with and support the HRSA project officer in verifying and finalizing the Standardized Work Plan. Once the Standardized Work Plan is verified and finalized, an email notification will be sent to the grantee through the EHB system.
3. **Due Date: Quarterly (Budget Period) Beginning: Budget Start Date Ending: Project End Date, due Quarter End Date after 30 days of reporting period.**
The grantee must submit a Quarterly Performance Update (QPU) to HRSA via the EHBs at the completion of each quarter. The QPU will be automatically generated and allows recipients to document progress on their activities based on the information submitted in the Standardized Work Plan. An email notification will be sent as a reminder that a report is due, including instructions on how to provide the reports through the EHB system.
4. **Due Date: Within 90 Days of Project End Date**
A final report is due within 90 days after the project period ends. The final report collects program-specific goals and progress on strategies; core performance measurement data; impact of the overall project; the degree to which the grantee achieved the mission, goal and strategies outlined in the program; grantee objectives and accomplishments; barriers encountered; and responses to summary questions regarding the grantee's overall experiences over the entire project period. The final report must be submitted on-line by awardees in the Electronic Handbooks system at <https://grants.hrsa.gov/webexternal/home.asp>.
5. **Due Date: 07/31/2025**
Performance data for the recently completed academic year must be reported for each budget period annually no later than July 31. An email notification will be sent as a reminder that a report is due, including instructions on how to provide the report through the EHB system. The Bureau of Health Workforce (BHW) requirements and performance measures will be available at <http://bhw.hrsa.gov/grants/reporting/index.html>.
Contact your BHW project officer for additional information.

Failure to comply with these reporting requirements will result in deferral or additional restrictions of future funding decisions.

Contacts

NoA Email Address(es):

Name	Role	Email
Julia F Harwell	Point of Contact	jharwell@tam.u.edu
Stacey Mitchell	Program Director	samitchell@tam.u.edu
Kristi Billinger	Authorizing Official	srs-awards@tam.u.edu

Note: NoA emailed to these address(es)

All submissions in response to conditions and reporting requirements (with the exception of the FFR) must be submitted via EHBs. Submissions for Federal Financial Reports (FFR) must be completed in the Payment Management System (<https://pms.psc.gov/>).



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 7/23/2024

ITEM: Approval of Interlocal Agreement with PCA for cooperative purchasing pursuant to Texas Government Code 791.

TO: Commissioners Court

DATE: 07/18/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

[Interlocal_Agreement- PCA.pdf](#)

[PCA_Resolution.docx](#)

Description

ILA

Resolution

Type

Backup Material

Backup Material



INTERLOCAL AGREEMENT FOR COOPERATIVE PURCHASING SERVICES

This Interlocal Agreement for Cooperative Purchasing Services (“Agreement”) is entered into by
and between **Brazos County, 200 South Tx. Ave., Bryan, TX 77803**

COMPLETE LEGAL NAME (DO NOT ABBREVIATE) & MAILING ADDRESS

(“PCA Member”, “Party”), a governmental entity, and Purchasing Cooperative of America (“PCA”, “Party”) on behalf of PCA Awarding Agencies to participate in all Purchasing Cooperative of America (“PCA”) cooperative purchasing programs administered by PCA and its affiliates and subsidiaries and for the purpose of participating in the cooperative purchasing services of PCA. Collectively, PCA and PCA Member and will be known as the “Parties”.

RECITALS

Purpose

The purpose of this Agreement is to support public entities by facilitating their purchasing operations through cooperative contracting and to promote real savings for PCA Members with discounts resulting from the competitive bid process.

Texas Government Code, Chapter 791, Interlocal Cooperation Act, and Texas Local Gov’t. Code, Chapter 271, Subchapter F. Cooperative Purchasing Program allows for governmental entities to contract for cooperative purchasing services that each Party to the contract is authorized to perform individually.

Eligible public entities may use all PCA contracts awarded to a Vendor. Each jurisdiction is subject to its own and members’ requirements. The use of a PCA contract by a PCA Member, along with their signed purchase order or other extension of the contract, constitutes acceptance of the contract and completes the interlocal agreement (if required by the entity(ies) between the Awarding Agency and PCA Member.

Membership Eligibility

Public entities in all 50 states, the U.S. Territories, Canada and Mexico, including local, state and federal governmental agencies, Indian tribal governments; educational institutions including K-12 public, private and charter schools, state and private colleges and universities; and non-taxed non-profit religious and charitable organizations are eligible to participate in the PCA purchasing cooperative. There is no fee to the PCA Member to join or use PCA contracts.

Role of the PCA Awarding Agency

1. Acts as Party to the Agreement.
2. Awards PCA contracts that have been competitively bid.
3. Provides service and support to PCA, PCA members and vendors, as necessary.

Role of the PCA Member

1. Registers on the PCA website, www.pcamerica.org, or any successor website.
2. Executes a copy of this Agreement by providing an authorized signature in the appropriate space below and submitting the form to Members@pcamerica.org.



3. Designates a contact person and updates the contact information as necessary.
4. Works with PCA awarded contractors according to the PCA contract.
5. Issues supplemental contracts, purchase orders, or other applicable authorizations for purchases directly to the awarded contractor; and includes "Purchasing Cooperative of America" or "PCA" and the "Contract Number".
6. Makes payments to vendors in a timely manner and in accordance with the state laws and local procedures applicable to the PCA Member for all goods and services received.
7. Notifies PCA at the address or email shown below of any substantial problems in quality of goods or performance of services with an awarded contractor under a PCA contract.

Role of the Purchasing Cooperative (PCA)

1. Acts as a group purchasing organization that governmental entities join as members.
2. Performs the administration and management duties and responsibilities for which PCA will receive fees from PCA vendors using PCA contracts.
3. Performs all of the required steps of the competitive solicitation process in compliance with all applicable state statutes and regulations related to competitive procurement and contracting in the State of Texas.
4. Provides members access to cooperative contracts, due diligence documentation and PCA vendor contact information.
5. Provides support and service to PCA Members and vendors.
6. Performs such other related services and duties as are customarily performed by a entity in a similar position.

General Provisions

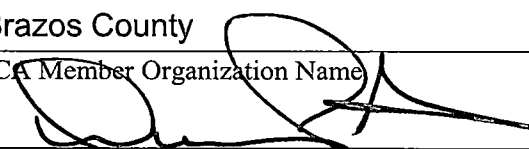
1. Effective Date. This Agreement is effective upon signature and shall be automatically renewed annually unless either Party gives sixty (60) days prior written notice of non-renewal.
2. No Minimum Purchase Requirement. This Agreement does not obligate the PCA Member to purchase a minimum amount of goods and/or services under any PCA contract.
3. Federal Requirements. The parties agree to comply fully with all applicable federal statutes, rules and regulations in connection with the cooperative contracts contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.
4. State Joint Powers Statutes. It is the sole responsibility of each PCA Member to follow their state procurement statutes as it pertains to cooperative purchasing, or joint power agreements, with in-state or out-of-state public agencies.
5. Governing Law-Texas. Any issue concerning PCA contracts in which a PCA Awarding Agency is involved shall be governed by the law of the State of Texas, excluding the conflicts of law provisions.
6. Venue-In Texas. Exclusive Venue for any litigation whatsoever involving PCA is the state district court of Harris County, Texas.
7. Governing Law-Outside Texas. PCA member's use of PCA contracts shall be governed by the laws of the State of Texas, excluding the conflicts of law provisions.
8. Venue-Outside Texas. Exclusive Venue for litigation arising between PCA Member and PCA awarded contractor from use of PCA contracts is Brazos County (court jurisdiction).

- 9. Invalid Provision. If any term(s) or provisions of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.
- 10. Immunity. Neither Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees and agents as a result of this Agreement being executed or the performance of the functions and obligations describe herein.
- 11. Final Agreement. This Agreement incorporates all agreements, covenants and understandings between the Parties concerning subject matter in the Agreement. No prior agreement of understanding, verbal or otherwise, by the Parties or their agents, shall be valid or enforceable unless embodied in this Agreement.
- 12. "As is" Contracts. PCA makes PCA contracts available to the PCA Member "as is" and is under no obligation to revise the terms, conditions, scope, prices, and/or any other requirements of the contract for the benefit of the PCA Member.
- 13. Termination. This Agreement may be terminated with or without cause by either party upon (60) days prior written notice.
- 14. Notice. All forms of written notice, under this Agreement, shall be made by first class mail, postage prepaid and delivered to the other Party of this Agreement.
- 15. Records Requests. PCA Member agrees to cooperate in compliance with any reasonable request for information and/or records made by PCA. Breach of this provision may be grounds for termination after ten (10) days written notice to the PCA Member.
- 16. Submission. Send the signed Agreement via email to Members@pcamerica.org. An email copy of an executed signature shall have the same force and effect as an original signature page.
- 17. Term. This Agreement is effective the date of the final signature and shall continue indefinitely, subject to the Termination clause.

Authorization

By execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized to enter into and perform the terms of this Agreement.

Brazos County
PCA Member Organization Name


Authorized Signature

Duane Peters

Printed Name

Title County Judge

Date 07/23/2024

Designated Contact Wm. Charles Wendt

Title Purchasing Agent

Phone 979-361-4292

Email cwendt@brazoscountytexas.gov

Purchasing Cooperative of America

PCA Authorized Signature

Printed Name

Title _____

Date _____

Phone _____

Email _____

Main PCA Email pcamerica@pcamerica.org

COMMISSIONERS' COURT RESOLUTION

State of Texas

WHEREAS, the Commissioners' Court of Brazos County, Bryan, Texas,
pursuant to the authority granted by TEX. GOV'T Code 791.001, et seq, desires to participate in the
Purchasing Cooperative of America (PCA), and

WHEREAS, in the OPINION that participating in this program will be highly beneficial to the
taxpayers through the anticipated savings to be realized,

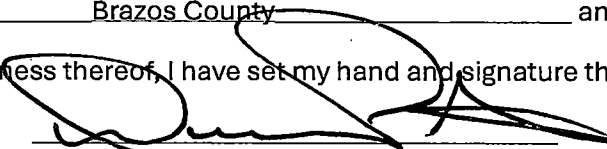
THEREFORE, be it RESOLVED that Brazos County request a stated need for participation in
Purchasing Cooperative of America (PCA) whereby

Duane Peters is authorized and directed to sign and deliver
any and all necessary requests and documents in connection therewith for and on behalf of
Brazos County.

I certify that the foregoing is a true and correct original Resolution duly adopted by the
Brazos County and is filed on record at the PCA office.

In witness thereof, I have set my hand and signature this 23rd day of JULY, 2024.

By:


(Authorized Signature)

DUANE PETERS

(Printed Authorized Name)

COUNTY JUDGE

(Title)

This legal document will remain current on file until either party severs the agreement.



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Purchasing NUMBER:
DATE OF COURT MEETING: 7/23/2024
ITEM: Approval of Interlocal Purchasing Cooperative Agreement with E&I Cooperative pursuant to Texas Government Code 791.
TO: Commissioners Court
FROM: Wm. Charles Wendt
DATE: 07/17/2024
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

[Interlocal_Agreement.pdf](#)

Description

ILA

Type

Backup Material

Interlocal Agreement

STATE OF TEXAS

COUNTY OF BRAZOS

WHEREAS, Brazos County has been presented a proposed Membership Agreement with the Educational and Institutional Cooperative Services, with an effective date of the agreement was found to be acceptable and in the best interest of Brazos County and its citizens: and

WHEREAS, Brazos County, pursuant to the authority granted under Sections 791.001 to 791.029 of the Texas Government Code, as amended, and Subchapter F, Chapter 271, Texas Local Government Code desires to join in and elects to participate with the described purchasing cooperative and its members, both jointly and individually, as well as future members in the pursuit of improving the efficiency, effectiveness and economy of procurement processes: facilitating the exchange of purchasing knowledge, processes and documents; and in sharing of purchasing services that will ultimately lead to the efficiencies and potential savings that will be highly beneficial to the taxpayers of the District.

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS' COURT OF BRAZOS COUNTY IN BRYAN, TEXAS:

Section I.

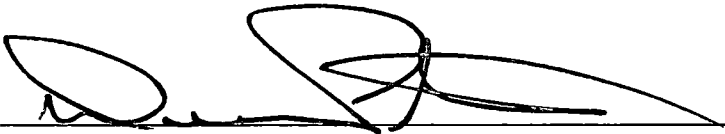
The Agreement and Brazos County's participation in the Agreement are hereby in all things approved.

Section II.

The Purchasing Agent of Brazos County is hereby designated to act for the County in all matters relating to the E&I Cooperative Services including the designation of specific contracts in which the County desires to participate.

PASSED, APPROVED AND ADOPTED BY THE BRAZOS COUNTY COMMISSIONERS' COURT, BRAZOS COUNTY, TEXAS ON THE 23rd DAY OF JULY, 2024.

BRAZOS COUNTY

By:  _____

Duane Peters, County Judge

Attest:

By:  _____

Karen McQueen, County Clerk



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 7/23/2024

ITEM: Approval of Interlocal Cooperation Contract by and between Brazos County and Texas A&M Agrilife Extension Service for the State 4-H Horse Show.

TO: Commissioners Court

DATE: 07/07/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

Description

Type

[Brazos County - M2401481
\(7.9.24 Partially Executed\).pdf](#)

Interlocal Agreement Brazos County AgriLife Extension for
the State 4H Horse Show

Backup Material

INTERLOCAL COOPERATION CONTRACT
by and between
BRAZOS COUNTY
and
TEXAS A&M AGRILIFE EXTENSION SERVICE

This Interlocal Cooperation contract (hereafter termed “Agreement”) is made pursuant to Chapter 791, Texas Government Code, *Interlocal Cooperation Contract*, and is entered into by and between **Brazos County** (hereafter referred to as “County”), a county within the State of Texas, and **Texas A&M AgriLife Extension Service** (hereafter referred to as “AgriLife Extension”), a member of The Texas A&M University System, and an agency of the State of Texas.

SECTION 1
PURPOSE

- 1.01** AgriLife Extension organizes an annual State 4-H Horse Show, a competition concentrated on equine events open to 4-H members (hereafter referred to as the “Event”). The Event is an eight-day event attended by hundreds of people from all over the state of Texas. For years, the Event was held in Taylor County, Texas. AgriLife Extension moved the Event to Brazos County for years 2019 through 2023, and desires to hold the Event in Brazos County for years 2024 through 2028.
- 1.02** County desires to have the Event in Brazos County and anticipates that the Event will promote and encourage tourism and local business consumption, including the area’s hotel industry, resulting in increased revenues.
- 1.03** In support of the Event and to encourage its growth and longevity in Brazos County, County has agreed to provide support for the Event through an annual monetary contribution as further provided herein.

SECTION 2
TERM

- 2.01** Term: This Agreement becomes effective on the date of execution of final signature and ends on August 31, 2028 (the “Term”), unless terminated earlier in accordance with Section 2.02 of this Agreement.
- 2.02** Termination: This Agreement may be terminated prior to the expiration of the Term, upon thirty (30) calendar days written notice to the other party, sent to the address indicated in Section 5.01 of this Agreement, if AgriLife Extension fails to hold the Event in Brazos County in any year during 2024 through 2028, and the failure is not due to a Force Majeure Event (defined in Paragraph 5.02). Additionally, this Agreement may be terminated by mutual written agreement of the parties signed by an authorized representative of each

party. Either party may terminate this Agreement effective upon written notice to the other party if the other party materially breaches any term of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of the breach.

SECTION 3 OBLIGATIONS & SUPPORT

- 3.01** Funding: County agrees to pay to AgriLife Extension through the Hotel Occupancy Tax Funds (“HOT Funds”) \$50,000 (Fifty Thousand Dollars) annually for five (5) consecutive years as support for the Event. Payment shall be made on (or before) April 1st of each year beginning April 1, 2025, and is intended to be used for that year’s Event. The payment for the 2024 Event shall be made on July 1, 2024. Payment is due in one lump sum payment. If tendered by check, it shall be payable to Texas A&M AgriLife Extension Service and shall be remitted by County to the following address:

Texas A&M AgriLife Extension Service
Attn: Banking & Receivables
P.O. 10420
TAMUS 2147
College Station, TX 77843-2147

Alternatively, payment may be made by wire transfer. For wiring instructions please contact AgriLife Extension Banking & Receivables: banking.receivables@ag.tamu.edu.

An invoice will be provided by AgriLife Extension upon request.

- 3.02** Use of Funds: AgriLife Extension may use the funds paid by County for any expenses incurred by AgriLife Extension associated with the Event. Unspent funds, if any, remaining at the conclusion of the Event each year, will remain with AgriLife Extension and may be used by AgriLife Extension for the following year’s Event or any other 4-H related activity.
- 3.03** Reimbursement: In the event that County remits funds to AgriLife Extension and AgriLife Extension fails to hold the Event in Brazos County during the year for which the funds were remitted, and the failure is not due to a Force Majeure Event, AgriLife Extension shall reimburse to County the funds received for that year’s Event.

SECTION 4 BRAZOS COUNTY EXPO REWARDS PROGRAM

- 4.01** In addition to the support set out in Paragraph 3.01, County will provide additional support for the Event each year during the term of the Agreement, beginning in 2024, through the Brazos County Expo Complex Rewards Program (“Rewards Program”). Specifically, County will provide a discount to AgriLife Extension on facility fees of up to \$12,000 annually, for five consecutive years, through its Rewards Program following conclusion of the Event provided that AgriLife Extension complies with the terms specified herein.

- A. AgriLife Extension will coordinate with County's Visit College Station and Destination Bryan to block hotel room blocks for the Event and to track use of local hotel rooms by Event attendees. AgriLife Extension, Visit College Station, or Destination Bryan will provide County with documentation regarding Event hotel room occupancy within the County following the Event.
- B. Provided that at least 75 surveys are completed by Event attendees during a given Event year, County will discount AgriLife Extension \$500 through the Reward Program following that year's Event.
- C. If AgriLife Extension meets the survey threshold listed in Section 4.01.B., County will discount AgriLife Extension an additional amount under the applicable hotel room tier as follows:
 - (i) Provided that at least 601 room nights are credited to AgriLife Extension's Event during a given Event year, County will discount AgriLife Extension an additional \$11,500 through the Rewards Program following that year's Event.
 - (ii) If 401 to 600 room nights are credited to AgriLife Extension's Event during a given Event year, County will discount AgriLife Extension an additional \$8,500 through the Rewards Program following that year's Event.
 - (iii) If 201 to 400 room nights are credited to AgriLife Extension's Event during a given Event year, County will discount AgriLife Extension an additional \$6,500 through the Rewards Program following that year's Event.
 - (iv) If 100 to 200 room nights are credited to AgriLife Extension's Event during a given Event year, County will discount AgriLife Extension an additional \$4,500 through the Rewards Program following that year's Event.
 - (v) If less than 100 room nights are credited to AgriLife Extension's Event during a given Event year, AgriLife Extension will receive no additional support through the Rewards Program for that year's event.
- D. For the avoidance of doubt, County will discount AgriLife Extension the applicable hotel tier amount in addition to the amount discounted under Section 4.01.B. for meeting the survey threshold.
- E. The additional support provided through the Rewards Program in Sections 4.01.B. and 4.01.C. will be provided in the form of a discount on the facility use invoice provided by County. If, for any reason, County does not have the necessary information to determine the applicable Rewards Program amount owed to AgriLife Extension when the invoice is provided, County will invoice AgriLife Extension for the full facility use amount and reimburse AgriLife Extension when

the applicable Rewards Program amount is determined. Such reimbursement will be paid by County by the end of the calendar year in which the Event is held. This Section shall survive the expiration or termination of the Agreement.

- 4.02. If applicable in accordance with Section 4.01.E., payment of funds through the Rewards Program shall be remitted to the address provided in Paragraph 3.01 above or by wire transfer following submission of Event hotel occupancy each year.

SECTION 5 MISCELLANEOUS

- 5.01 Addresses: Any notices required or permitted under this Agreement must be in writing and will be deemed given: (i.) three (3) business days after it is deposited and postmarked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (ii.) the next business day after it is sent by overnight carrier, (iii.) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (iv.) on the date of delivery if delivered personally. County and/or AgriLife Extension can change the notice address by sending to the other party written indication of the new address. Notices should be addressed as follows:

County:	Brazos County 200 S. Texas Ave., Suite 332 Bryan, TX 77803
AgriLife Extension:	Texas A&M AgriLife Extension Service Attn: Texas A&M AgriLife Contract Office 2147 TAMU 578 John Kimbrough Blvd. College Station, TX 77843-2147 979-845-7879 contracts@ag.tamu.edu

- 5.02 Force Majeure: Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement (other than an obligation for the payment of money) if and to the extent such failure or delay is caused by or results from causes beyond the affected party's reasonable control, including, but not limited to, acts of God, strikes, riots, floods, fires, epidemics, quarantines and similar governmentally mandated closures or restrictions, natural disasters, severe weather events, embargoes, wars, insurrections, terrorist acts, or any other circumstances of like character (together "Force Majeure Event(s)"); provided, however, that the affected party has not caused such Force Majeure Event(s), shall use reasonable efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. The party impacted by the Force Majeure Event(s) shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the Force Majeure Event(s)


and the actions taken to minimize the impact of such event(s). If the Force Majeure Event(s) prevents or delays performance for thirty (30) days or longer, then either party may terminate this Agreement for convenience effective upon written notice.

- 5.03** Parties Relationship: Nothing in the Agreement should be construed as creating a partnership, joint venture, agency relationship, or exclusive relationship between County and AgriLife Extension.
- 5.04** Applicable Law: This Agreement is construed under and in accordance with the laws of the State of Texas.
- 5.05** Cumulative Rights: All rights, options, and remedies contained in this Agreement and held by County and AgriLife Extension are cumulative and the exercising of one will not exclude exercising another. County and AgriLife Extension each have the right to pursue any remedy or relief which may be provided by law, in equity, or by the stipulations of this Agreement. AgriLife Extension is an agency of the State of Texas and nothing in this Agreement waives or relinquishes the right of AgriLife Extension to claim any exemptions, privileges, or immunities as may be provided by law.
- 5.06** Non-waiver: A waiver by either County and AgriLife Extension, or both, of any obligation, duty, or covenant of this Agreement will not constitute a waiver of any other breach of any obligation, duty, or covenant of this Agreement. Additionally, the parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that either party has by operation of law.
- 5.07** Severability: If any clause or provision of this Agreement is illegal, invalid, or unenforceable under present or future law, County and AgriLife Extension intend that the remaining clauses or provisions of this Agreement will not be affected and will remain in full force and effect if the essential terms of this Agreement remain valid, legal, and enforceable.
- 5.08** Entire Agreement: This Agreement contains the final and entire agreement between County and AgriLife Extension, and will not be amended, explained, or superseded by any oral or written communications; unless done so in a subsequent, written, and mutually agreed upon amendment.
- 5.09** Successors and Assigns: All the obligations, duties, covenants, and rights contained in this Agreement and performable by County will be applicable and binding upon respective successors and assigns, including any successor by merger or consolidation; however, nothing in this provision shall be construed to be consent of assignment of this Agreement.
- 5.10** Dispute Resolution: Any dispute between County and AgriLife Extension regarding this Agreement will be governed by Texas Government Code, Chapter 2009, *Alternative Dispute Resolution for Use by Governmental Bodies*, and any applicable Model Rules promulgated by the Office of the Attorney General, the State of Texas.

- 5.11 Public Information Act: County acknowledges that AgriLife Extension is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.
- 5.12 Counterparts: This Agreement may be executed in any number of counterparts, including facsimile or scanned/emailed PDF documents. Each such counterpart, facsimile, or scanned/emailed PDF document shall be deemed an original instrument, and all of which, together, shall constitute one and the same executed Agreement.

EXECUTED by County, by its duly authorized agent.

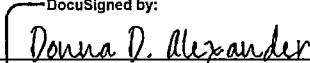
Brazos County

By: 
 Duane Peters
 County Judge

Date: July 23, 2024

EXECUTED by AgriLife Extension, by its duly authorized agent.

Texas A&M AgriLife Extension Service

By: 
 Donna D. Alexander
 Assistant Agency Director, CFO

Date: July 9, 2024 | 12:38 PM PDT





**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 7/23/2024

ITEM: Approval requested from the Purchasing Department to declare a list of surplus property as salvage in accordance with Local Government Code 263.152 and authorize destruction or other means of disposal.

TO: Commissioners Court

DATE: 07/18/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

Description


Type

[Jail Destruction.pdf](#)

Destruction List

Backup Material

Jail Destruction			
BCDC Jail	Equipment/Supplies	Soiled Mattresses	N/A
BCDC Jail	Equipment/Supplies	Soiled, linens, shoes & clothing	N/A
BCDC Jail	Equipment/Supplies	Soiled office chairs	N/A
BCDC Jail	Equipment/Supplies	Broken Shelf	N/A
BCDC Jail	Equipment/Supplies	Broken Crutches	N/A
BCDC Jail	Equipment/Supplies	Divide Screen	N/A
BCDC Jail	Equipment/Supplies	Rusted Procedure Lights	N/A
BCDC Jail	Equipment/Supplies	Medical Exam Tables	N/A
BCDC Jail	Equipment/Supplies	Broken Label Machine	N/A
BCDC Jail	Equipment/Supplies	Broken EKG Machines	N/A
BCDC Jail	Equipment/Supplies	Broken Medical Dollies	N/A
BCDC Jail	Equipment/Supplies	Broken BP Machine	N/A
BCDC Jail	Equipment/Supplies	Broken Gurnee	N/A

Approved by Commissioner's Court on this 23 day of July, 2024 by

 holding the position of COUNTY JUDGE



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Purchasing NUMBER:
DATE OF COURT MEETING: 7/23/2024
ITEM: Approval of Renewal Contract for #24-133 for Grant Administration and Management Services with Traylor & Associates.
TO: Commissioners Court
FROM: Josue Loyola
DATE: 07/18/2024
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
Fully Executed Contract - Traylor Associates.pdf	Contract.	Backup Material
Partially Executed Renewal Letter.pdf	Renewal Letter.	Backup Material

ADMINISTRATION/PROFESSIONAL SERVICES

PART I AGREEMENT

THIS AGREEMENT entered into this 7th day of September 2021, by and between BRAZOS COUNTY, hereinafter called the "County", acting herein by Duane Peters, County Judge hereunto duly authorized, and Traylor & Associates, Inc. hereinafter called "the Contractor," acting herein by Gary R. Traylor, President.

WITNESSETH THAT:

WHEREAS, the County desires to seek grant funding under the general direction of American Rescue Plan Act of 2021 funded through the United States Department of Treasury;

WHEREAS, the County has an interest in available American Rescue Plan Act 2021 funding; and,

WHEREAS, in June 2021, the County issued a Request for Proposal, RFP #21-138, attached hereto as Exhibit B, to solicit proposals from qualified Professional Services Companies to assist County in its application and administration of a contract, if awarded, from the American Rescue Plan Act 2021 funding program; and

WHEREAS, on or about September 7th 2021, on the basis of its Response to RFP #21-138, attached hereto as Exhibit C, the County awarded RFP #21-138 to the Contractor.

WHEREAS, the County desires to engage Traylor & Associates, Inc. to render certain professional /administration services in connection with a American Rescue Plan Act 2021 Contract:

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services - The Contractor will perform the services set out in Part II, Scope of Services.
2. Time of Performance - The services of the Contractor shall commence on the day following the execution of this contract. In any event, all of the services required and performed hereunder shall be completed no later than the time stipulated in the written contract between the County and the United States Department of Treasury and/or other agencies.
3. Local Program Liaison - For purposes of this Contract, the County Grants Officer or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Contractor. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.
4. Access to Records - Records of non-Federal entities. United States Department of Treasury's Inspector General, the Comptroller General of the United States, the Texas Division of Emergency Management (TDEM), and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.
5. Retention of Records - Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date

of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:

- a. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
 - b. When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
 - c. Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.
 - d. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.
 - e. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
 - f. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).
 1. If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.
 2. If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.
6. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed **ONE MILLION EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,800,000.00)** based on a funding allocation of \$44,454,061.97. Compensation shall be determined utilizing fee structure contained in Exhibit A attached. Payment to the Contractor shall be based on satisfactory completion of identified milestones in *Part III - Payment Schedule* of this Agreement.
7. Indemnification - The Contractor shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the County and its agency members from and against any and all claims, costs, suits, and damages, including attorneys' fees, arising out of the Contractor's performance or nonperformance of the activities, services or subject matter called for in this agreement or in connection with the management and administration of the CRF contract, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.
8. Miscellaneous Provisions

- a. This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Brazos County, Texas.
- b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- d. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to and incorporated into this Agreement.

9. Extent of Agreement

This Agreement, which includes Parts I-IV and any attachments hereto, including those incorporated by reference, represents the entire and integrated agreement between the County and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both County and Contractor.

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

BY:



 (Local County Official)

Duane Peters

 (Printed Name)

County Judge

 (Title)

BY:



 (Contractor's Authorized Representative)

Gary R. Traylor

 (Printed Name)

President

 (Title)

PART II
SCOPE OF SERVICES

The Contractor shall provide the following scope of services:

A. Scope of Work

- 1) Comprehensive administration and compliance of the United States Department of Treasury/TDEM programs and projects contemplated by allowable projects through the United States Department of Treasury/TDEM program;
- 2) Research, develop and prepare grant applications and/or other public assistance documents;
- 3) Research, monitor, report, document, manage, analyze, assess and design work related to disaster recovery, disaster planning, disaster mitigation and public assistance;
- 4) Attend meetings with TDEM and or state agency in conjunction with and on behalf of Brazos County;
- 5) Collaborate with Brazos County on project formulation; information gathering, project development (define both small and large project's scope and size, including cost estimating that will be the basis of each project); project submittals (draft and submit small and large projects to the United States Department of Treasury/TDEM and or other state or federal agency);
- 6) Develop program guidelines, polices, procedures, implementation plans or other pertinent documents;
- 7) Assist with and or present public hearings in conjunction with Brazos County Commissioners Court;
- 8) Ensure that fraud prevention and abuse practices are in place and being implemented.
- 9) Provide ongoing guidance to maximize funding;
- 10) Coordinate and manage deliverables with the United States Department of Treasury and/or other agency;
- 11) Assist with TDEM, United States Department of Treasury and/or other federal grants reporting requirements'
- 12) Generate time extension requests to the United States Department of Treasury and/or other federal grants and TDEM and/or state agency when necessary, so that eligibility is not forfeited;
- 13) Review data and records for compliance with federal requirements including assisting in document retention strategy and schedules;
- 14) Assist in retrieving any necessary legal documents necessary for proper filing;
- 15) Assist in responding to Requests for Information from the United States Department of Treasury and/or other federal grants and TDEM and/or state agency;
- 16) Track and report the status of the United States Department of Treasury/TDEM and/or other state agencies reimbursement and serve as a co-liaison between the United States Department of Treasury/TDEM and/or other state agencies and Brazos County;
- 17) Coordinate with Brazos County staff to obtain all costs and necessary backup documentation to develop, revise and submit Forms
- 18) Assist with the submission of appeals for United States Department of Treasury/TDEM and/or other state agencies;
- 19) Provide detailed and periodic management reports on the status of the Forms including developments, revisions, submissions, approval, open issues and financial overview, etc.;
- 20) Provide cash management reports showing the projected schedule for reimbursement requests and the actual status of the reimbursements received;
- 21) Review, advise and assist on the management of the closeout process;
- 22) Enter expenses and request reimbursement in the grant portal; and monitor the comptroller website for the release of funds;
- 23) Provide and prepare public procurement documentation and any additional procurement

- assistance, including but not limited to preparing and writing requests for qualification, request for proposals, or other applicable procurement processes for identified projects that align with the grant and forms, all in compliance with Federal and State Law;
- 24) Assist with the procurement of services, materials, rental/lease equipment, professional design services, or other items needed to implement grant projects—may include multiple bids for contracted work for various projects; (in conjunction with Brazos County);
 - 25) Assist with any and all applicable procurement processes as required by Federal Grant and the State of Texas;
 - 26) Labor and procurement duties including but not limited to ensure compliance with all relevant labor standards regulations and procurement regulations and policies.
 - 27) If necessary, assist with preparation of construction and/or material contracts;
 - 28) Research, assist, coordinate and report any HUB program requirements;
 - 29) Review TxDOT, State and Federal contracts and related requirements to develop implementation guide and policies for County's participation in grants;
 - 30) Provide labor standards compliance for all contracted work in conformance with Federal and the State of Texas Government Code Title 10, Chapter 2258, including on-site employee interviews, review of all contractor payrolls, wage determination, calculation of wage restitution, etc;
 - 31) Assist with documentation of any project related force account (county crew and equipment) hours and costs—requires on-site meetings with county commissioners and their staff;
 - 32) Assist in compilation of data for county owned equipment used for each project if applicable;
 - 33) Review of all contractor or materials invoices for compliance with financial reporting requirements;
 - 34) Assist in preparing Certifications and back-up documents related to individual projects for signature by local officials;
 - 35) Assist with and provide guidance regarding quality assurance documentation for conformance with the County's Design Criteria and Specification;
 - 36) Provide and present periodic reports for Commissioners Court regarding each project's status
 - 37) Coordinate with the County's financial officers and staff on project-specific cost accounting and tracking;
 - 38) Prepare summary of allowable costs and amounts reimbursed from the fund in compliance with Federal and State Uniform Grant Management Standards for each project;
 - 39) Assist in preparation of amendments to Agreements and revisions to other Program Management Services as may be required by Grant or County;
 - 40) Assist with any and all audit services and requirements;

**PART III
PAYMENT SCHEDULE**

PROFESSIONAL MANAGEMENT SERVICES

County shall reimburse TRAYLOR & ASSOCIATES for management/administrative services provided, for completion of the following in amounts based upon satisfactory completion of identified milestones:

PROGRAM MANAGEMENT/PROJECT DELIVERY	
Milestone / Task	% of Contract Fee
• Establishment of Recordkeeping System	10%
• 20 % of project funds submitted for payment	16%
• 40 % of project funds submitted for payment	16%
• 60 % of project funds submitted for payment	16%
• 80 % of project funds submitted for payment	16%
• 100 % of project funds submitted for payment	16%
• Filing of all Required Program Close-out Information	10%
Total	100%

PART IV
TERMS AND CONDITIONS

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

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

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

Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by County; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against County for any additional compensation or damages in the event of such termination and payment.

3. Changes. The County may, from time to time, request changes in the services the Contractor will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Contractor's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
4. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TDEM program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

5. Personnel.
 - a. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.
 - b. All of the services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
 - c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.
6. Assignability. The Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County thereto; Provided, however, that claims for money by the Contractor from the County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the County.
7. Reports and Information. The Contractor, at such times and in such forms as the County may require, shall furnish the County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
8. Records and Audits. The Contractor shall insure that the County maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. County shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.
9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Contractor under this contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the County.
10. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
11. Compliance with Local Laws. The Contractor shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Contractor shall save the County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
12. Conflicts of interest.
 - a. Governing Body. No member of the governing body of the County and no other officer, employee, or agent of the County, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of the award between the United States Department of Treasury and/or other agencies and the County shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.
 - b. Other Local Public Officials. No other public official who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the award between the United States Department of Treasury and/or other agencies and the County shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.

- c. Contractor and Employees: The Contractor warrants and represents that it has no conflict of interest associated with the award between the United States Department of Treasury and/or other agencies and the County or this Agreement. The Contractor further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the award between the United States Department of Treasury and/or other agencies and the County or in any business, entity, organization or person that may benefit from the award. The Contractor further agrees that it will not employ an individual with a conflict of interest as described herein.
13. Rights to Inventions Made Under a Contract or Agreement: If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
14. Debarment and Suspension (Executive Orders 12549 and 12689): The Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor. The Contractor understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

Federal Civil Rights Compliance:

15. Equal Employment Opportunity: Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

41 CFR 60-1.4 Equal opportunity clause.

(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as

the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

(d) Inclusion of the equal opportunity clause by reference. The equal opportunity clause may be included by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Director of OFCCP may designate.

(e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.

(f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.

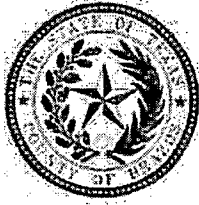
[80 FR 54975, Sept. 11, 2015]

16. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

17. Age Discrimination Act of 1975. The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
18. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.
- a. The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
 - b. Affirmative steps must include:
 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.
19. Firm shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
20. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
21. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
22. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired

during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]



Brazos County Purchasing Department

200 SOUTH TEXAS AVE SUITE 352 BRYAN, TX 77803
PHONE (979) 361-4290 FAX (979) 361-4293

July 8th, 2024

Traylor & Associates
201 Cambridge Rd
Tyler, TX 75703

Re: *Renewal of Contract # 24-133 Grant Administration and Management Services: previously known as 21-138 Grant Administration and Management Services.*

Brazos County appreciates the quality work your company has provided and would like to renew **#21-138 Grant Administration and Management Services.**

All terms, conditions, and pricing shall remain the same. This renewal term will be for one year from September 1st, 2024 to August 31st, 2025.

To accept the renewal option, please fill out the information and sign below. Return the signed documents by email to jloyola@brazoscountytexas.gov or fax to (979) 361-4293. **Please return acceptance as soon as possible.** If you have any questions, I may be reached at (979) 361-4269.

Contact Name: Mark Taylor Title: President

E-Mail: mark.taylor@grtraylor.com Telephone: +903/581-0500

Traylor & Associates

President

7/9/2024

Date

BRAZOS COUNTY

Duane Peters, County Judge

7/23/2024

Date



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Purchasing

NUMBER:

DATE OF COURT MEETING: 7/23/2024

ITEM: Approval of the following committee for RFP #24-135 Commissioning Services for Brazos County Medical Examiner's Office and other County Buildings.

- a. Trevor Lansdown
- b. Bob Lamkin
- c. Matt Mayo
- d. Purchasing (Non-Voting)
- e. Legal (Non-Voting)
- f. Broaddus (Non-Voting)

TO: Commissioners Court

FROM: Kaitlyn Battles

DATE: 07/12/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

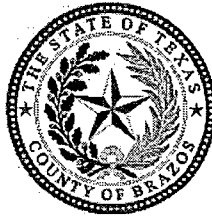
ATTACHMENTS:

File Name

Description

Type

No Attachments Available



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Purchasing NUMBER:

DATE OF COURT MEETING: 7/23/2024

ITEM: Approval of the following committee for RFQ #24-135 Commissioning Services for Brazos County Medical Examiner's Office and other County Buildings.

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BUDGETED: False

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ATTACHMENTS:

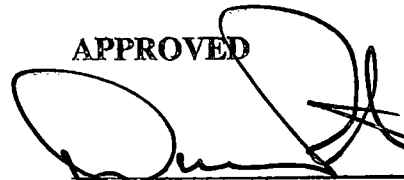
File Name

Description

Type

No Attachments Available

APPROVED



7/23/24

Duane Peters
County Judge

Date



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Purchasing

NUMBER:

DATE OF COURT MEETING: 7/23/2024

ITEM: Permission to Advertise #24-135 Commissioning Services for Brazos County Medical Examiner's Office and other County Buildings.

TO: Commissioners Court

FROM: Kaitlyn Battles

DATE: 07/12/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

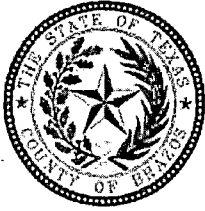
Description

Type

[Request_to_Advertise.pdf](#)

Request to Advertise

Backup Material



Brazos County Purchasing Department

200 S. TX AVE., SUITE 352 BRYAN, TX 77803
PHONE (979) 361-4290 FAX (979) 361-4293

BRAZOS COUNTY BID/RFP/RFQ DOCUMENTATION SHEET

The Purchasing Department would like to request Commissioner's Court approval to advertise and go out for Bid on the following:

DATE: July 23, 2024

RFQ NUMBER: 24-135

TITLE: Commissioning Services for Brazos County Medical Examiner's Office and other County Buildings

REQUESTING DEPARTMENT: ARPA Funds/MEO

APPROVAL SIGNATURE: _____

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

Duane Peters, County Judge

DATE APPROVED: _____

July 23, 2024



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Purchasing

NUMBER:

DATE OF COURT MEETING: 7/23/2024

ITEM: Approval of Change Order #1 to CIP #24-611 Demolition & Removal Services of Multiple County Buildings in the amount of \$8,200.00 for removal and disposal of asbestos containing materials at the former BISD Building. This addition brings the total contract value to \$319,958.

TO: Commissioners Court

FROM: Presley Nelson

DATE: 07/15/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

Description

Type

[Change_Order_#1.pdf](#)

Change Order #1

Backup Material



Demolition Contractor * Licensed Asbestos/Lead Abatement Contractor & Transporter *
HUB Certified * Member of The National Demolition Assoc. & Building of America Network

Date of Proposal: July 4, 2024

Prepared for: Brazos County
Kaitlyn Battles
kbattles@brazoscountytexas.gov
979-361-4285

Re: Former BISD Building Demo
Bryan, Texas

SCOPE OF WORK:

Remove and properly dispose of the following asbestos containing materials located at the above-mentioned building.

1000 sf of transite behind glass as marked on revised drawing.

Total: \$8,200.00

Exclusions

- 1) ARU fee's & Air monitoring.
- 2) Additional mobilizations

Agreed and accepted on this 23rd day of July, 2024.

Brazos County
Company Name


Signature

DUANE PETERS
Printed Name

Allan Boegner, VP (979) 574-3026
5780 State Hwy 21 E. Bryan, Texas 77808
Website: albolc.com
allan@albolc.com

40700

Drywall and Joint Compound

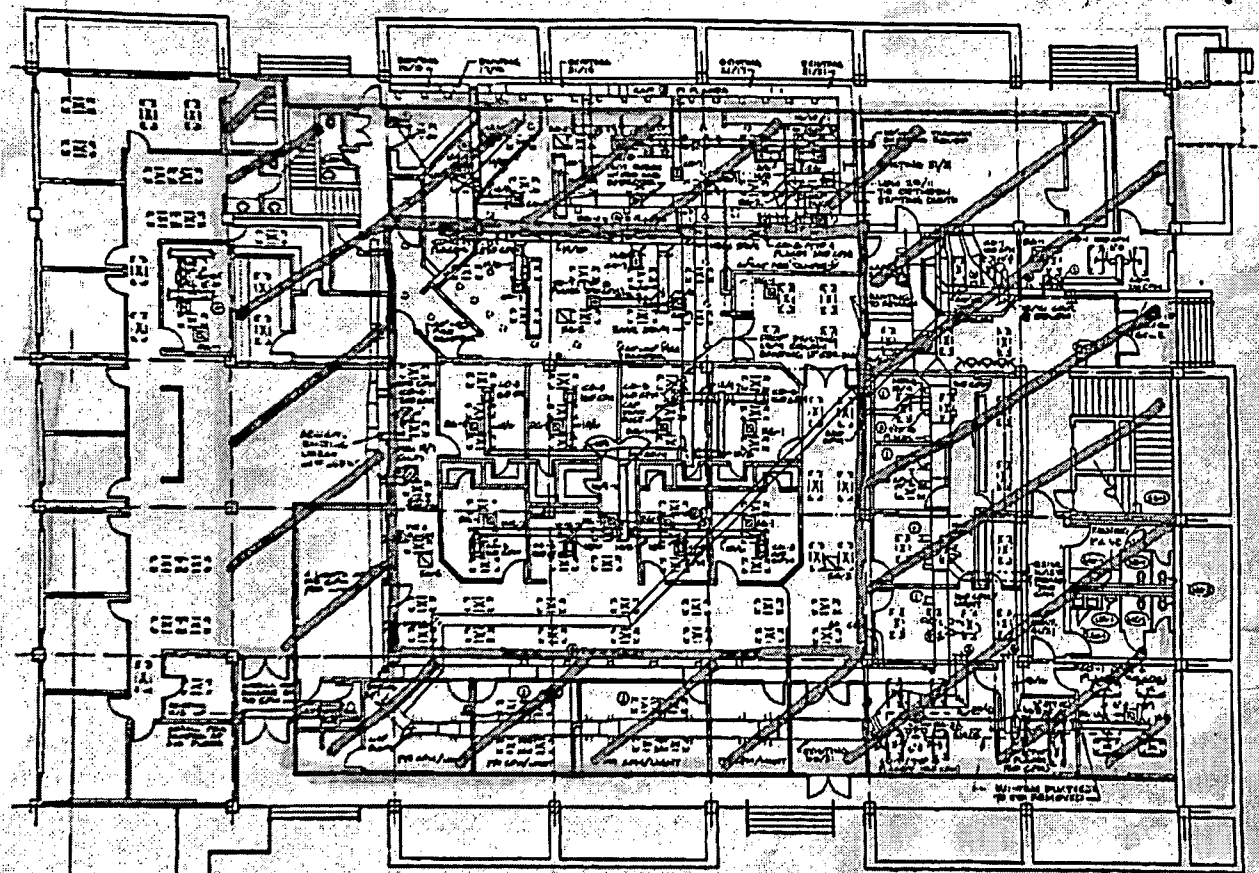
10,388



Ceiling Texture Plaster and Metal Lath

1,000

EXTENSION TRANSITE PANELS



FIRST FLOOR

CALLED NORTH



SCALE: 1/8" = 1'-0"

Beck



CHOICE CONSULTING
Professional Environmental Services



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Purchasing NUMBER:
DATE OF COURT MEETING: 7/23/2024
ITEM: Award of RFP #CIP 24-619 Tax Office & AgriLife Site Drainage Improvements.
Recommended Award: Norman Construction Services, LLC.
TO: Commissioners Court
FROM: Kaitlyn Battles
DATE: 07/09/2024
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
Tabulation.pdf	Tabulation	Backup Material
RFP - Norman Construction.pdf	RFP	Backup Material
Partly Executed Contract - Norman Construction Services.pdf	Contract	Backup Material

**AGREEMENT
FOR TAX OFFICE & AGRILIFE SITE
DRAINAGE IMPROVEMENTS**

RFP # CIP 24-619

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 TAX OFFICE & AGRILIFE SITE DRAINAGE IMPROVEMENTS, Brazos County, Texas, in the amount of **SIX HUNDRED, SEVENTY TWO THOUSAND, THREE HUNDRED, EIGHTY DOLLARS AND SEVENTY FIVE CENTS (\$672,380.75)** is entered into this **23rd day of June 2024** by and between **BRAZOS COUNTY, TEXAS** (hereafter referred to as "Owner"), 200 South Texas Ave., Suite 352, Bryan, Texas 77803, and **NORMAN CONSTRUCTION SERVICES, LLC.**, (hereinafter referred to as "Contractor"). The TAX OFFICE & AGRILIFE SITE DRAINAGE IMPROVEMENTS is hereinafter referred to as the "Project." The Engineer for the Project is the firm of **GLS** 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 **RFP # CIP 24-619** 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 to improve site drainage of the **TAX OFFICE & AGRILIFE BUILDING** 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 involves removal, disposal and replacement of

existing sidewalk and plaza paving around the Brazos County **TAX OFFICE & AGRILIFE BUILDINGS**.

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 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 other 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 **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 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 RFP Section 8(f).

3.3.7 Layout/grades will be per plans.

3.4 LABOR AND MATERIALS

3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, 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 \$75,000.00 and shall be processed pursuant to the Specifications.

3.9 SUPERINTENDENT

3.9.1 The Contractor shall employ a competent superintendent.

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 60: Contractor attains Substantial Completion

Day 90: 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 Acceptable data for substantiating a claim for additional time will be local official records. Furthermore, the effect of such abnormal weather must be demonstrated.

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.

4.3.13 Owner will only be required to pay for materials actually received and/or services actually provided. Owner shall not be required to pay for materials or services described in the contract that are not used or provided by the contractor in completion of the contract. This term supersedes any contradicting terms throughout the contract and or any attachments.

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 levels of contractors and subcontractors, 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 sixty (60) 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 The Contractor agrees and understands the "TIME IS OF THE ESSENCE" for anytime time periods referenced in this Contract. The Contract further agrees to the referenced times as being reasonable 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 an 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 **SIX HUNDRED, SEVENTY TWO THOUSAND, THREE HUNDRED, EIGHTY DOLLARS AND SEVENTY FIVE CENTS (\$672,380.75)** 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 thirty (30) days to reach Final Completion of the Work. If the Contractor does not achieve Final Completion within thirty (30) days after Substantial Completion, Contractor shall be subject to additional Liquidated Damages as set forth under paragraph 9.11 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 attorney's 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 Liquidated damages will be two hundred fifty dollars (\$250.00) per day if work is not completed on time (final completion), excluding any weather days.

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) Property Damage Liability Insurance shall include coverage for the following hazards:
 - 1) X (Explosion).
 - 2) C (Collapse).
 - 3) U (Underground).
 - (d) Broad Form Property Coverage shall include Completed Operations.
 - (e) "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.

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 and venue shall be at all times Brazos County, Texas. Respondent(s) understands that Brazos County is a governmental entity subject to Texas State and Federal public information statutes. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this bid and/or subsequent contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter. This provision is mandatory and may not be altered or deleted, as required by Sec. 552.372(b) of the Texas Government Code.

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 ensure 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 July 23, 2024, 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**



Date: 7/23/2024

Brazos County Judge
330 South Texas Ave., Suite 332
Brazos, Texas 77803

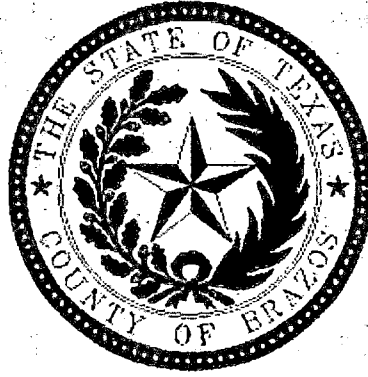
**CONTRACTOR:
NORMAN CONSTRUCTION SERVICES, LLC.**



Date: 07/09/2024

[VENDOR]

ATTACHMENT "A"
TAX OFFICE & AGRILIFE SITE DRAINAGE IMPROVEMENTS
REQUEST FOR PROPOSAL CIP 24-619



bill

REQUEST FOR PROPOSALS

RFP NO. CIP 24-619

Tax Office & AgriLife Site Drainage Improvements

SEALED PROPOSALS TO BE SUBMITTED BEFORE:

Tuesday, June 11, 2024, 2:00pm CST

**TO THE:
BRAZOS COUNTY
PURCHASING DEPARTMENT
200 S. Texas Ave. Suite 352
Bryan, TX 77803
Phone: (979) 361-4290
Fax: (979) 361-4293**

Respondents, their employees and/or representatives are prohibited from contacting any official or employee of Brazos County, except the Purchasing Agent, regarding this solicitation from the issuing date of the solicitation until scheduled oral presentations or the date the Brazos County Commissioners Court meets to consider award of the RFP. Any such contact will be grounds for rejection of the respondents' proposal.

In compliance with this solicitation, the undersigned proposer having examined the solicitation and specifications and being familiar with the conditions to be met, hereby submits the following RFP for furnishing the material and/or services listed on the attached bid form and agrees to deliver said items at the locations and for the prices set forth on the bid form.

Company Name: Norman Construction Services, LLC.

By (Print): Gene Norman Title: Owner

Physical Address: 6687 Koppe Bridge Rd College Station, TX 77845

Mailing Address: PO Box 223 Wellborn, TX 77881

Telephone: 979-690-0015 Fax: _____ E-Mail: gene@normanconstructionservices.com

A. SOLICITATION SCHEDULE

A Pre-Proposal Conference will be held in the Commissioners' Courtroom located at the Brazos County Administration Building, 200 South Texas Ave, Bryan, Texas 77803 at 3:00 p.m. on Thursday, May 23, 2024.

Release of RFP	Tuesday, May 21, 2024
Advertisement Dates	Tuesday, May 21, 2024 Tuesday, May 28, 2024
Pre-Proposal Conference	Thursday, May 23, 2024 at 3:00 PM CST
Deadline for Questions	Tuesday, June 4, 2024 at 5:00 PM CST
Proposal Submission Deadline	Tuesday, June 11, 2024 at 2:00 PM CST
Review/Contract Evaluations/Negotiations	June
Anticipated Award	July
Anticipated Construction Start	July

B. SUMMARY OF WORK

The drainage improvements of the Brazos County Tax Office and AgriLife building involves removal, disposal, and replacement of existing sidewalk and plaza paving between and around the buildings. This area has had water infiltration issues causing shifting of the existing flatwork and existing building foundations. The project includes the following:

1. Phased demo and construction for on-going operations of both buildings
2. Field location of existing utilities
3. Upgrade domestic water line to each building to copper
4. Removal and Relocation of existing trees in demo area
5. 1288 Square Yards (SY) of proposed 4" concrete sidewalk
6. Monolithic and dowel on curb
7. New sidewalk tie-in to existing structures and concrete
8. 18" HDPE storm sewer
9. NDS Dura Slope Trench Drain system and French Drain
10. Install concrete flume across back of property at end of parking lot
11. Canopy additions
12. Irrigation removal and installation
13. Other subsidiary items

C. ALTERNATES

Brick pavers may be an option depending on the cost and budget at that time of construction.

D. CONDITIONS OF RFP

The following instructions apply to all proposals and become a part of Terms and Conditions of any proposal submitted to the Brazos County Purchasing Department, unless otherwise specified elsewhere in this Proposal. 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 proposal, 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 proposal 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 proposal request.
 - g. **SUPPLIER** - Same as Contractor
2. Brazos County will follow the Texas Local Government Code, Chapter 262.030 for this RFP process. The proposals will be opened on the date and time mentioned above and only the names of the proposers will be read aloud. The proposals will be distributed to the evaluation committee and this committee will evaluate each proposal according to the criteria set forth in this RFP. The committee will determine how many of the top evaluated firms will be negotiated with depending on the scores and other factors at the discretion of Brazos County. If the County chooses, these top scoring firms will be given an opportunity to present potential value engineering or cost saving suggestions to the County. All firms will be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and no pricing will be shared with any of the firms at any time until after an award is made and contract is approved by Commissioners' Court. A best and final offer may be requested including any revisions and allowing for a revision of the completion timeframe for inclusion into the final contract.
 3. Upon acceptance and approval by the Commissioners' Court, this proposal will be made part of the contract between Brazos County and the successful Contractor for the period designated.
 4. **Proposals must be received by the Purchasing Department prior to the time and date specified.**
 5. The County reserves the right to accept or reject in part or in whole, any proposals submitted, and to waive any technicalities for the best interest of the County.
 6. 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.
 7. Brazos County reserves the right to reject any proposals that do not fully respond to each specified item.
 8. 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.

9. The County may cancel this contract at any time for any reason, provided a thirty- day written notice is given.
10. The proposal award shall be based on, but not necessarily limited to, the following factors:
 - a. **Total cost including the selected alternates and addenda** **30%**
Contractor's fee and all construction costs by line item will be considered with all other criteria to determine best value to the project. The lowest proposal price of all the proposals becomes the standard by which all price proposals are evaluated.
 - b. **Completion time** **15%**
How many days it will take to reach substantial completion of the project. The lowest construction time proposal of all the proposals become the standard by which all the time proposals are evaluated.
 - c. **Past performance on similar projects of size and scope** **20%**
Proposer's specific experience on like projects. Consideration will be given to the number and type of like projects completed.
 - d. **Overall Experience of Project Manager & Superintendent** **20%**
Proposer's direct management personnel experience. Points are awarded based on the qualifications of proposer's Project Manager and Superintendent.
 - e. **Resource Availability** **15%**
Listing of personnel and company owned or leased equipment. Provide other resources available.
11. Although the cost is an essential part of the proposal, Brazos County is not obligated to award a contract on the sole basis of cost.
12. 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.
13. 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.
14. 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.
15. No proposal may be withdrawn after opening time without acceptable reason and with the approval of Purchasing Agent.
16. Proposals will not be considered if submitted by telephone, fax, or any other means of rapid dispatch, nor will a proposal be considered if submitted to any other person or department other than specifically instructed.
17. All proposals 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 respondent to verify the accuracy of information received from sources other than Brazos County. It is recommended that the respondent check the Brazos Valley e-Marketplace (<https://brazosbid.ionwave.net>) for addenda prior to submitting their proposal.

18. There is no expressed or implied obligation for Brazos County to reimburse responding service providers for any expenses incurred in preparing proposals in response to this request.
19. **Proposals 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 Respondent must include Employer Identification Number or Social Security Number and signature for the proposal to be valid**
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. The proposal specifies the number of consecutive calendar days required to reach substantial completion of the project under normal conditions. Failure to comply with completion time will be considered reason enough to enforce liquidated damages and/or cancel the contract. If the job cannot be completed within the terms of the contract 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 agree to as liquidated damages, for each additional calendar day of delay past the final completion date stated in the contract: two hundred fifty dollars (\$250.00). It is understood that said sum shall be considered liquidated damages and shall not be considered as a penalty against the Contractor.
22. Proposals must specify the number of consecutive calendar days required to reach substantial completion of the project under normal conditions. Failure to specify completion time or failure to comply with completion time will be considered reason enough to cancel the contract.
23. Proposals 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.
24. It is our policy not to furnish proposal results over the phone. Proposal results and tabulation sheets will be posted on Brazos County website after it is awarded by Commissioners Court.

25. This Proposal will be made part of any resulting contract the County may enter into. The terms and conditions of the County contained in this RFP or the plans for this RFP shall supersede those of the respondent in the event of a conflict.
26. 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.
27. 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. Respondent with questions regarding the proposal should submit them in writing via the Brazos Valley e-Marketplace at <https://brazosbid.ionwave.net>.
2. Fill out the proposal completely, identify the proposal 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 prior to the submission deadline. The proposal 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.
3. All proposals shall be prepared on the bid forms located on the Brazos Valley e-Marketplace County web site <https://brazosbid.ionwave.net>. The proposer must put the proposal number and name on the front of the envelope before mailing it to the Purchasing Department.
4. In addition to the County's proposal form, all proposals shall be accompanied by a Contractor's Qualification Statement (AIA Document A-305 or equal) listing five (5) like projects, along with the project's owner and engineer contact information on each project. Please note key individuals means Project Manager and Superintendent for this project. Please be specific on the project commitments in progress and future planned commitments to comply with the requests of this RFP.
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 proposal is determined to be the best evaluated offer.
7. Responses to this proposal 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. Proposals submitted to Brazos County, Texas in response to this RFP are subject to release by the County as public information. If the Proposer believes that the Proposal 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 Proposals or parts of the Proposals which are not marked as confidential will be considered public information after a contract has been awarded. The successful Proposal 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 the Respondents. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this proposal process and to take precautions to safeguard trade secrets and other proprietary information.
3. Marking your entire Proposal **CONFIDENTIAL/PROPRIETARY** is not in conformance with the Texas Public Information Act.
4. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor agrees that the contract can be terminated if the contractor knowingly or intentionally fails to comply with a requirement of that subchapter. This

provision is mandatory and may not be altered or deleted, as required by Sec. 552.372(b) of the Texas Government Code.

G. CONFLICT OF INTEREST

1. The Respondent 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 Proposal, the Respondent certifies and represents to the County the Proposer 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 Proposal.
3. With the exception of interviews and other contacts initiated by Brazos County relevant to the selection process, Proposers, their employees or representatives, are prohibited from contacting any official or employee of Brazos County, except the Purchasing Agent, in regard to this RFP from the issuing date of the RFP until the date the Brazos County Commissioner's Court meets to consider award of the Proposal. Any such contact will be grounds for rejection of the respondent's proposal.

H. ADDENDA AND MODIFICATIONS

1. Any changes, additions or clarifications to the RFP will be made by numbered addenda and must be acknowledged in the Proposal.
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 Proposer, 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 e-Marketplace and will become a part of the Proposal package, having the same binding effect as provisions of the original Proposal. 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 RFP should be used in preparing Proposal responses.
4. The County does not assume responsibility for receipt of any addendum sent to Proposers.
5. All addenda must be acknowledged on this form.
6. The Commissioner's Court delegated the right and responsibility for issuing any and all addenda to the Purchasing Agent.

I. EXAMINATION OF DOCUMENTS AND REQUIREMENTS

1. Each Proposer shall carefully examine all RFP documents and be thoroughly familiar with all requirements prior to submitting a Proposal.
2. Before submitting a Proposal, each Proposer shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of the RFP. Failure to make such investigations and examinations shall not relieve the Proposer of the obligation to comply, in every detail, with all provisions and requirements of the RFP.

J. TAXES

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

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. 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 Contractors expense.
- e. Brazos County shall be named as additional insured on Contractors insurance. "Texas Waiver of Our Right to Recover From Others Endorsement" shall be included in this policy. (Waiver of Subrogation)

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. 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:

- i. 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.
- ii. 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.

- iii. 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. If 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:
 - i. 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
 - ii. 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:
 - i. 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;

- ii. 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;
- iii. 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.
- iv. 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;
- v. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- vi. 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
- vii. 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 Bryan Fire Department marked "Attn.: Assistant Chief".

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 proposers must submit, with proposal, 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 respondent will do the work described herein at the rates stated herein. Unsuccessful respondent'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 respondent 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 RFP 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. PROPOSAL SUBMITTAL

1. The Proposer shall submit the proposal 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 proposer shall state the prices.
2. If a proposal is submitted by an individual, his name must be signed by him or his duly authorized agent. If the proposal is submitted by a firm, association, or partnership, the name and address of each member must be given, and the proposal must be signed by an official or duly authorized agent.
3. **The Proposer shall submit one (1) original of completed RFP with appropriate signature(s). This should include any pricing (Exhibit B), references, specified qualifications, etc. The Proposer shall also submit five (5) copies of the qualification statements in their proposal packet.**
4. By signing the certification below, the respondent verifies that all plans and specifications have been reviewed and are considered in the pricing attached. Prior to award, the respondent also completes the Verification of No Delinquent Taxes or Fees form (V.T.C.A. LOCAL GOVERNMENT CODE §262.0276), Legislative Certification Form, and the Disclosure of Interested Parties (1295). These are all available on the Brazos County Purchasing website.
5. List of Exhibits that respondent has confirmed they have reviewed before signing and submitting this response:
 - a. Exhibit A: Prevailing Wage Rates
 - b. Exhibit B: Bid Form
 - c. Exhibit C: County Construction Agreement
 - d. Exhibit D: Plans
 - e. Exhibit E: Supplementary Conditions
 - f. Exhibit F: Specifications
6. By submitting a response to this RFP, the proposer is agreeing to sign the County's Contract, Exhibit C attached.
7. **The following items should be completed and included in your proposal submission. Failure to include these items will disqualify your proposer.**
 - a. **Completed and signed RFP including:**

- i. References (Section S)
- ii. Certification of Proposal (Section V)
- b. Bid Bonds
- c. Exhibit B – Pricing Form

R. PRICING

Complete Exhibit B attached and submitted with the proposal.

S. REFERENCES

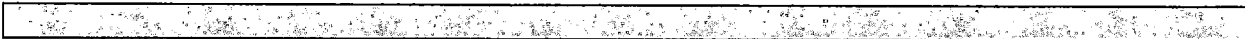
Respondents shall provide a list of at least five (5) references, where work comparable in quality and scope to that specified has been performed within the past five (5) years. This list should include the **names, phone number and email** of the company/entity for which the prior work was performed to contact these references. References received on previous solicitations for similar size and scope in the previous six (6) months may be considered in lieu of obtaining a new reference check. A negative reference may be grounds for disqualification of bid. Respondents are not allowed to use Brazos County as a reference.

Company/Entity: DWS Development

Contact: David Scarmardo

Phone: 979-229-5118

Email: david@dwsdevelopment.com



Company/Entity: Gattis Engineering

Contact: Joe Gattis

Phone: 979-575-5022

Email: gattisengineering@gmail.com



Company/Entity: JaCody Construction

Contact: Cody McKean

Phone: 979-224-0902

Email: cody.mckean@jacodyconstruction.com



Company/Entity: JBS Engineering

Contact: Bill Cullen

Phone: 979-485-2879

Email: bill@jbs-bcs.com

Company/Entity: Walker Partners Engineering

Contact: Alan Munger

Phone: 979-599-9870

Email: munger@walkerpartners.com

T. PROPOSAL EVALUATION WAIVER

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

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

Note: The Statement of Affirmation Must be Notarized.

STATEMENT OF AFFIRMATION

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

Firm's Name: Norman Construction Services, LLC.

Address: PO Box 223 Wellborn, TX 77881

Proposer's Name: Gene Norman

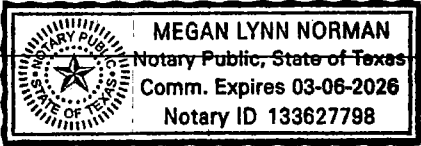
Position/Title: Owner

Proposer's Signature: *Gene Norman*

Date: 06/11/2024

Subscribed and sworn to me on this 11th day of June in the year 2024

Megan Norman
Notary Public



My Commission expires 03/06/26

U. ADDENDA

The undersigned acknowledges responsibility for all addenda issued prior to closing date. No addenda will be issued less than 48 hours prior to the solicitation submission deadline.

No. 1 *GN* No. 2 *GN* No. _____

Date 06/03/24 Date 06/05/2024 Date _____

V. CERTIFICATION OF PROPOSAL

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

Signed By: *Gene Norman* Title: Owner

Typed Name: Gene Norman

Company Name: Norman Construction Services, LLC.

Mailing Address: PO Box 223 Wellborn TX 77881
P.O. Box or Street City State Zip

Employer Identification Number: 26-0337638

CORPORATE SEAL IF SUBMITTED BY A CORPORATION
END OF RFP NO. CIP 24-619

By signing below, Brazos County agrees that this RFP CIP 21-619 will be awarded to the respondent whose name appears above and both parties agree to the terms and conditions contained herein.

By: Brazos County Commissioner's Court *[Signature]*

Date: July 23, 2024

Attest: Brazos County Clerk *Jake McQueen*



Norman Construction Services
PO Box 223 Wellborn, TX 77881
Office 979.690.0015

Norman Construction Services LLC

Statement of Qualifications

Established March 1995

Corporation- S

Company Introduction & Organization

1. Organizational Chart

Gene Norman, President/Quality Control

Gary Arnold, Estimator/Construction Manager/Safety Coordinator

Wesley Norman, Concrete Site Superintendent

Joseph Norman, Earthwork/Utility Site Superintendent

Lisa Norman, Administrative Operations Manager

Megan Norman, HR Administrator

2. Services

- Earthwork
- Sanitary Sewer / Storm Sewer / Domestic Water
- Site Concrete / Paving / Foundations / Retaining Walls / Drainage Structures
- Asphalt

3. Company Information

- Company Name: Norman Construction Services LLC
- Address: PO Box 223 Wellborn, TX 77881
- EIN: 27-0337638

4. Contacts for Quotations I Contracts

- Gene Norman, President, PO Box 223 Wellborn, TX 77881, Cell: 979.739.9392, gene@normanconstructionservices.com
- Gary Arnold, Estimator/Project Manager, PO Box 223 Wellborn, TX 77881, Cell: 979.436.2716, gary@normanconstructionservices.com

5. Proof of Insurance Example:

CERTIFICATE OF LIABILITY INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

NORMCON-01

CTREJO

DATE (MM/DD/YYYY)
12/12/2023

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

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

PRODUCER Dexter & Company of Central Texas, Inc. 4030 Highway 8 S. Ste. 310 College Station, TX 77846	CONTACT NAME Carina Barnes PHONE (A/C, No. Ext): (979) 764-8444 FAX (A/C, No.): (979) 764-7603 E-MAIL ADDRESS: ctrejo@dextercompany.com
INSURED Norman Construction Services, LLC PO Box 223 Wellborn, TX 77881	INSURER(S) AFFORDING COVERAGE INSURER A: The Cincinnati Insurance Company NAIC # 10677 INSURER B: The Cincinnati Casualty Company 28666 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD. SUBR. INFO. VWD	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A X	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		EPP0637771	12/9/2021	12/9/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EACH OCCURRENCE) \$ 100,000 MED EXP (Am. one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMM/PROP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS X HIRED AUTOS ONLY <input checked="" type="checkbox"/> NOT OWNED AUTOS ONLY		EBA0637771	12/9/2023	12/9/2024	COMBINED SINGLE LIMIT (Excludes) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A X	UMBRELLA LIAB EXCESS LIAB DED RETENTIONS	<input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS MADE	EPP0637771	12/9/2021	12/9/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/SHAREHOLDER LIMITED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	EWC0646862	3/8/2023	3/8/2024	<input checked="" type="checkbox"/> PER STATUTE OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The General Liability and Business Auto policy include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. Waiver of Subrogation provided only when there is a written contract between the named insured and the certificate holder that requires such status.
 The General Liability policy contains a Broadening Endorsement with "Primary and Non-Contributory" wording.
 The Workers Compensation policy includes Blanket Waiver of Subrogation only when there is a written contract between the named insured and the certificate holder that requires such status.

CERTIFICATE HOLDER City of Bryan PO Box 1000 Bryan, TX 77802	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Qualifications of the Project Managers / Job Superintendents who will be Directly Responsible for the Management and Delivery of the Proposed Work.

Resumes attached, see next page.

Gene Norman

PO Box 223
Wellborn, TX 77881
979-739-9392

gene@normanconstructionservices.com

Construction Superintendent/Owner with 26 years in the construction field to include 24 years of experience serving in a construction management capacity

Skills Summary

- 26 years of experience working in the commercial construction field
- 24 years of experience serving in a construction management capacity (Underground and Concrete Superintendent)
- Possess a background owning and operating a large successful general contracting company with 30 + employees for 26 years (projects ranged in value from \$250K to \$5M)
- Experienced in overseeing various large commercial and capital improvement projects ranging from high rise building, parking garages, public schools, municipal building, public streets, drainage improvements, underground utilities etc.
- Highly skilled in hiring, scheduling and supervising subcontractors
- Extensive experience in managing and reviewing budgets (including project and man-hour costs)
- Skilled in developing and enforcing company policies, procedures and project safety regulations
- Possess a background in submitting over 150 bids annually (60% success rate)
- Possess a verifiable track record of 100% job completion on time while meeting strict timelines and budget requirements
- Experienced managing construction crews up to 50 employees while simultaneously managing subcontractors
- Highly skilled in reading and interpreting construction blueprints and specifications
- Bi-lingual (English and Spanish)
- Proficient in MS Office, QuickBooks Pro, Internet, Email, Familiar with estimating software.

Professional Experience

Norman Construction Services, LLC. (College Station, TX)
Managing Member

1997 - Present

A \$10M a year public and private infrastructure company with 40+ employees and numerous sub-contractors. Specializing in public and private utilities, earthwork, and paving.

- Managed the overall operations of a large commercial concrete company (projects ranged from \$75K - \$10M)
- Served in a Construction Project Manager capacity responsible for budget tracking, QA, completing projects within allocated budget, safety compliance, scheduling and coordinating construction materials and crews
- Estimated project costs and complete "takeoffs" based on materials, labor, location, duration, special machinery requirements, taxes, insurance, overhead, and any other costs that may affect the project
- Composed and submitted bid proposals for future projects (bid on over 100 projects annually to include securing 60%)

- Developed, reviewed, and amended construction contracts
- Completed (3) 32-story high rise apartment buildings valued at \$10M each (brought project in on time, within budget, and without any injury reports)
- Detected numerous design problems with a 5-story parking garage to include assisting engineers in rectifying the issues
- Oversaw the construction of \$1.7M bio-fuel processing plant to include working with engineers and general contractor to value engineer the project
- Completed \$850K Veteran's Park Memorial 2 weeks early despite 3 weeks of inclement weather
- Completed \$1.2M City of Palasota PH II Street Rehabilitation on time and within budget while navigating through a high traffic residential / school zone.

**Texcon General Contractor, Inc. (College Station, TX)
Superintendent of Concrete & Underground**

Jan '95 –March '97

A \$30M general contractor with 175 employees specialized in concrete and underground utility services

- Coordinated and supervised work crews to complete the following work: commercial concrete structures, underground utilities and excavation
- Responsible for project layout according to plans and specifications
- Supervised commercial concrete and underground utility project from start to finish while adhering to a strict timeline. Projects ranging in value from \$100K - \$800K
- Hired, trained and terminated employees
- Completed 98% of projects within the contractual timeline
- Oversaw the construction of \$400K Bee Creek drainage channel (project was completed on time despite extensive delays due to rain and the extra time involved in diverting water from the creek bed)

**United State Marine Corps (Camps Pendleton, CA)
Aviation Hydraulic Maintenance & Repair Technician**

1992-1995

A 75 troop unit specializing in hydraulic maintenance and repair of the helicopter and F-16 aircrafts.

- Served as Helicopter Systems Mechanic capacity responsible for completing necessary repairs and maintenance helicopter hydraulic systems
- Coordinated maintenance schedule for a fleet of 50 aircrafts
- Conducted parts inventory on a weekly basis and ordered mechanical parts when necessary
- Served as Squadron Leader while in boot camp
- Completed MCT (Marine Combat Training) while serving as Squadron Leader

Education and Training

- Texas Gulf Coast Real Estate School, College Station, TX. Completed 2005
- U.S. Marine Corp Marine Combat Training, Camp Pendleton, CA. Completed 1992
- U.S. Marine Corp Aviation Hydraulic Training, Millington, TN. Completed 1992

Gary Arnold
7625 Planters Loop
Bryan, TX 77808
979-436-2716
gary@normanconstructionservices.com

Construction Manager with 45 years of experience in the construction industry

Skills Summary

- 45 years of experience in Construction Management, Project Management, Estimating
- 45 years of experience in owning, operating, maintaining large fleet of construction equipment
- 35 years of safety coordinator and instruction experience
- 19 years of experience in floodplain management
- 19 years of experience in stormwater management
- 19 years of experience in FEMA Emergency Management
- Manage crew of 70+ employees
- Project manage and inspect projects, up to \$50MM.

Professional Experience

Norman Construction Services, LLC
Lead Estimator / Project Manager

June 2021 - Present

A \$10M a year public and private infrastructure company with 20+ employees and numerous sub-contractors. Specializing in public and private utilities, earthwork and paving.

- Manage public and private infrastructure projects, ranging from \$250K - \$2.5MM
- Estimate and value engineer projects ranging from \$250K - \$2.5MM
- Coordinate and facilitate weekly safety meetings
- Network and build new relationships with potential clients
- Communicate with Engineers, Architects, and Surveyors.

**Brazos County Road and Bridge
Operations Manager of Road & Bridge**

Sept 2003 – June 2021

Municipality with 70+ employees specializing in County road maintenance and infrastructure

- Served the Brazos County in the following capacity –
 - Floodplain Manager
 - Stormwater Manager
 - Capital Projects Manager
 - Safety Manger
 - Budget Manager

- Managed 20 bridge replacements, program funded by Brazos County
- Managed 10 bridge replacements, program funded by TX DOT
- Managed up to \$20MM per year in road rehabilitation projects

**Texcon General Contractors
General Superintendnt, Project Manager, Estimator**

Jan 1989 – Aug 2003

- Managed and estimated the following project types –
 - Commercial Construction
 - Site Civil
 - Public Utilities
 - Heavy Highway
 - Public Roads
 - Drainage

Education and Training

- MSHA Training and Trainer Certified
- Competent Person Certification
- Trench Excavation Certification
- Certified Floodplain Manager
- Stormwater Certified
- MSHA 40 HR Emergency First Aid
- Work Zone Safety Certification
- Certified Defensive Flagger Instructor

Wesley Norman

15610 Wood Brook Ln.
College Station, TX 77845
979-739-2278

wes@normanconstructionservices.com

Construction Superintendent with 16 years of experience in the construction

industry. **Skills Summary**

- 15 years of experience working in the commercial construction field
- 8 years of experience in construction management (Concrete Superintendent)
- Experience overseeing traffic control high traffic zones
- Possess a background in owning and operating a successful landscape/irrigation company with 15+ employees for 7 years (projects up to \$65,000)
- Experience in overseeing commercial projects ranging from civil concrete work, ADA sidewalks, foundations, storm sewer inlet boxes and earthwork.
- Skilled in overseeing and enforcing company policies, procedures, and safety regulations
- Highly skilled in scheduling and supervising several subcontractor crews at a time
- Highly skilled in reading and interpreting blueprints and specifications
- Bi-lingual (English and Spanish)

Professional Experience

Norman Construction Services, LLC
Superintendent

June 2007 -- December 2017
& April 2022 -- Present

A \$10M a year public and private infrastructure company with 40+ employees and numerous sub-contractors. Specializing in public and private utilities, earthwork, and paving.

- Manage all employees and subcontractors in the field to ensure work is done per plan design
- Manage all schedules pertaining to work performed in the field
- Communicate with Inspectors and Engineers regarding and scheduling and project management in the field
- Manage materials for each project. Ordering, delivery, and job tracking
- Maintain a clean and safe work environment on each project
- Build and maintain relationships with Inspectors, Engineers, Suppliers, and Subcontractors

Rise All-Scapes, LLC
Managing Member

March 2015 -- June 2022

A landscaping and irrigation company that specialized in private installs and managed 12 commercial contracts for local HOA's. Projects included landscaping, lawn maintenance, irrigation

audits and repairs to maintain properly functioning systems, concrete repairs and patio additions, fence building and repairs.

- Managed several crews at multiple times and locations
- Surveyed and inventoried all equipment monthly
- Managed several material and rental accounts in Bryan/College Station
- Estimated projects costs and composed "takeoffs" based on materials, labor, location, duration, machinery needs/requirements, insurance and overhead for all projects completed. (Projects ranged from \$1,500 - \$65,000)

Education and Training

- Associated Degree in Commercial Music from South Plains College, Levelland, TX. Completed

Projects Completed

- City of Bryan / Hudson Oaks Copperfield Drive Drainage Improvements
 - Earthwork, Concrete Street Paving, ADA Concrete Sidewalks, Junction/Inlet Boxes, Traffic Control
 - Paul Kochman, City of Bryan Inspector (979) 595-8718
- BTU Lake Bryan Sidewalk Ramp to Boat Dock
 - Dirt work, ADA Concrete Sidewalk, punch list when completed.
 - Inspector – Dennis Norris (979) 255-7199
- City of Bryan Hole 18
 - Dirt work prep, cased piers and abutments on both sides of the creek, setting bridge, punch list when completed.
 - Inspector – Paul Kochman (979) 595-8718
- Washington and 33rd Street Drainage Improvements
 - Demo RCP and replace with Box Culverts, Inlet boxes and junction boxes, demo and replacement of street, traffic control.
 - Inspector – Paul Kochman (979) 595-8718
- City of College Station Sidewalk Improvements Texas Ave to Tarrow St and Sidewalk Improvements on Holleman Dr.
 - Demo and replacement of sidewalk and driveway approaches, backfill of all disturbed areas, traffic control.
 - Vox Construction
- City of College Station Veterans Park Ph 1
 - Concrete sidewalks and approaches, ADA ramps, curb and gutters.
 - JaCody Construction
- City of College Station Lick Creek
 - Concrete Pedestrian path and gateways for Keischnick General Contractors
 - Parking lot and foundation for JaCody Construction
- City of College Station Wellborn Road Sidewalk Improvements
 - Demo and replacement of sidewalk and driveway approaches, backfill of all disturbed areas, traffic control.
 - Inspector – Jerry Jones (979) 764-3570

Joseph T. Norman

1211 Mariners Cove
College Station, TX 77845

979-422-4118

jt@normanconstructionervices.com

Construction Superintendent with 12 years of experience in the construction industry.

Skills Summary

- 12 years of experience working in the commercial construction field
- 12 years of experience in construction management (Earthwork/Utility Superintendent)
- Experience in overseeing private commercial & capital improvement projects
- Experience in overseeing traffic control in densely populated areas
- Skilled in overseeing and enforcing company policies, procedures, and safety regulations
- Highly skilled in scheduling and supervising several subcontractor crews at a time
- Highly skilled in reading and interpreting blueprints and specifications
- Bi-lingual (English and Spanish)

Professional Experience

Norman Construction Services, LLC
Superintendent

May 2012 – Present

A \$10M a year public and private infrastructure company with 40+ employees and numerous sub-contractors. Specializing in public and private utilities, earthwork, and roadway construction.

- Manage all employees and subcontractors in the field to ensure work is done per plan design
- Manage all schedules pertaining to work performed in the field
- Proficient in reading and understanding plans and specifications
- Communicate with Inspectors and Engineers regarding and scheduling and project management in the field
- Manage materials for each project. Ordering, delivery, and job tracking
- Maintain a clean and safe work environment on each project
- Build and maintain relationships with Inspectors, Engineers, Suppliers, and Subcontractors

**Norman Materials, LLC
Chief Operations Office**

November 2019 - Present

A \$2M a year aggregate sales business with 5+ employees. Specializing in aggregate sales and trucking logistics.

- Supervise daily operations of the material yard
- Oversee all aspects of the trucking operation
- Develop and implement strategies, procedures and business plans needed to enhance company growth
- Perform employee reviews and develop corrective action plans if needed
- Work with executive team to set company performance goals

Projects Completed

- **City of Bryan Hole 18**
 - Dirt work prep, cased piers and abutments on both sides of the creek, setting bridge, traffic control, punch list when completed.
 - Inspector – Paul Kochman (979) 595-8718
- **Washington and 33rd Street Drainage Improvements**
 - Demo RCP and replace with Box Culverts, Inlet boxes and junction boxes, demo and replacement of street, traffic control.
 - Inspector – Paul Kochman (979) 595-8718
- **Copperfield Drive Drainage**
 - Demo and replace storm sewer, concrete paving, asphalt repair, and traffic control
 - Inspector – Paul Kochman (979) 595-8718
- **The Creek Place**
 - Earthwork, level site, building pad, sewer, demo and replace sanitary sewer line.
 - Owner – Great Aggie Land LP – Ryan Soper (979) 393-4886
- **Palasota Dr. PH II Rehabilitation**
 - Earthwork, sanitary / storm sewer, concrete flatwork, detention pond, and traffic control
 - Owner – City of Bryan, TX
 - Inspector – Kurk Fowler (979) 209-5030
- **Big Shots Aggie Land**
 - Earthwork, limestone delivered in place.
 - Owner – Villa Maria Partnership

**Experience of the Company based upon Previous Public Infrastructure
Construction.**

See next page for project log.



Norman Construction Services, LLC.
 PO Box 223 Wellborn, TX 77881 Phone: (979)739-9392

Work in Progress & Recent Work Completed

1. Work in Progress as of 06/10/2024

Project	Contract Amount	Project Owner Contacts and Number	% Complete	Project Completion Date	Project Manager Superintendents
Commerce Street Utility Rehab	\$3M	City of Bryan Eric Blackburn (979) 209-5030	35	Sept 2024	Project Manager Gary Arnold Superintendent Wesley Norman
Hilco Metal	\$1.2M	David Hildebrandt (979)255-8790	2	Sept 2024	Project Manager Gary Arnold Superintendent Joseph Norman
Sulphur Springs Utility Rehab	\$3.2M	City of Bryan James Hayes (979) 209-5030	15	Oct 2024	Project Manager Gary Arnold Superintendent Joseph Norman
City of Bryan – City Course Bridge Replacement	\$265,000	City of Bryan Sarah Green (979) 209-5030	5	June 2024	Project Manager Gary Arnold Superintendent Wesley Norman

2. Previously Completed Projects

Project	Municipality / Client	Primary Project Contacts and Number	Type	Date Completed
Midtown Park PH 3, Detention Pond / Sedimentation Pond Structures	City of Bryan	Brianna Groves (979) 209-5030 bgroves@bryantx.gov	Capital Improvement Project	January 2024
Carriage Hills Detention Pond	City of Bryan	Eric Blackburn (979) 209-5030 eblackburn@bryantx.gov	Capital Improvement Project	April 2024
Valley View Sewer Line Rehab	City of College Station	Ronnie Loper (979) 764-3569 rloper@csbx.gov	Public Infrastructure Project	Dec 2023
Palasota Dr PH II Rehabilitation	City of Bryan	Pat Edward (979) 209-5030 pedwards@bryantx.gov	Capital Improvement Project	January 2023
Washington Ave & 33 rd Street Drainage Improvements	City of Bryan	Sam Vernon (979) 209-5030 svernon@bryantx.gov	Capital Improvement Project	January 2023
Copperfield Drive Drainage Improvements	City of Bryan	Alan Munger (979) 599-9870 munger@walkerpartners.com	Public Infrastructure Project	July 2023

3. Project Scope Descriptions – Completed Projects

A. Midtown Park PH 3E – Detention Pond / Sedimentation Pond Structures

I. Scope

- Construction of detention pond
- Construction of sedimentation pond with concrete bottom and push wall
- Construction of 10' x 900' concrete headwall with spread footings
- Construction of 4' x 600' concrete headwall with spread footings
- Removal & replace 48" & 15" HDPE Storm Sewer
- Removal & replace 12" SDR 26 PVC sanitary sewer
- Installation of 12" steel sedimentation pond outlet pipe
- Installation of 6' chain link fencing with gates
- SWPPP & Erosion Control

II. Challenges

- During this project a major water main broke along the side street which flooded our project. We assessed the situation and communicated the issue with the owner. Immediate action was taken to pump water away from our excavation site in order to minimize and work days lost.

B. Palasota Dr. PH II Street Rehabilitation

I. Scope

- Traffic control and project phasing, in high traffic / school zone
- Construction of 1700 LF 3 lane concrete roadway
- Construction of 6' and 12' sidewalks along edge of roadway
- Construction of 1715 LF 8" sanitary sewer and 11 manholes
- Construction of storm water culvert and inlets for roadway
- Excavation and offsite disposal of detention basin expansion
- All other appurtenances necessary to complete the project

II. Challenges

- During this project we identified a utility conflict not shown on the plans. We assessed the situation and communicated the issue and proposed recommendation to the owner. Upon approval, we processed a change order and adjusted the construction to deconflict the alignment.

C. Washington Ave & 33rd Street Drainage and Roadway Improvements

I. Scope

- Demolition, erosion control, and storm water pollution prevention.
- Traffic Control in densely populated zone.
- Removal and disposal of 592 SY of asphalt pavement.
- Removal and disposal of 748 SY concrete pavement.
- Removal and disposal of 389 LF of storm sewer (12", 18", and 24") including structures.
- Construction of 449 LF of storm sewer, including all structures.
- Construction of 299 LF of sanitary sewer, including all structures.
- Construction of 676 SY of 6" concrete pavement, including curb and gutter.

II. Challenges

- During this project, we encountered multiple underground gas, water, and electric lines which intersected with the planned underground utility construction. We assessed the situation and communicated the issue and proposed recommendation to the owner. Upon approval, we processed a change order and adjusted the construction to deconflict the alignment.

D. Copperfield Drive Drainage Improvement

I. Scope

- Demolition, erosion control, and SWPPP
- Traffic control in densely populated zone off of University Dr, adjacent to Physicians Center Hospital
- Furnish and install 1191 SY block sod and 4" top soil
- Removal and dispose of 772 SY asphalt pavement
- Removal and dispose of 508 SY concrete paving
- Removal and dispose of 883 LF concrete curb and gutter
- Milling 1029 SY of HMAC asphalt pavement
- Construction of 878 LF curb and gutter
- Construction of 1287 SY asphalt stabilized base
- Construction of 1178 LF 42" RCP (Class III)
- Construction of 9 Junction Boxes
- Interconnect 4 8"-12" water lines to existing water lines

II. Challenges

- The project encountered numerous changes to boring paths, sanitary sewer alignments, stormwater boxes and junctions. On site conditions were markedly different than those established by existing plans and surveys. We assessed the situation and communicated the issue and proposed recommendation to the owner. Upon approval, we processed a change order and adjusted the construction to deconflict the alignment.

E. Reliance Ridge Subdivision Development

I. Scope

- Construction of 8,950 CY Mass Grading Cut
- Construction of 9,620 CY Mass Grading Fill
- Construction of 326 LF 8" PVC Waterline – (DR-14, AWWA C900) – Non-Structural
- Construction of 4,786 LF 6" PVC Waterline – (DR-14, AWWA C900) – Non-Structural
- Construction of 6" PVC Waterline – (DR-14, AWWA C900) Structural with 14" Schedule 40 PVC casing at road crossings
- Construction of 24 water services
- Construction of 36 valves, reducers, connections and bends
- Construction of 370 LF 18" – 30" HP Storm w/ structural backfill
- Construction of 13,080 SY 6" Lime Stabilization
- Construction of 13,080 SY 2" Type D HMAC
- Construction of 16,500 SY 6" Crushed limestone base – Type A Grade 1

II. Challenges

- The project, based on the undisturbed nature of the site, was fortunate to not encounter any major challenges, resulting in zero change orders.

4. Project Manager and Superintendent Experience

Gene Norman and Gary Arnold have a combined 70 years of public infrastructure construction experience. As shown in their resumes they have worked on and overseen hundreds of projects individually and together. Based on current work schedule, you can be assured that this project will have their full time and attention.

NOTE: See Project Manger and Superintendent Resumes Attached.

5. Construction Equipment Availability & Condition – Owned

2019 – CAT 326FL Trackhoe
2020 – John Deere 380G Trackhoe
2017 – CAT 930M Wheel Loader
2018 – CAT D4K2LGP Dozer
2020 – CAT D2 Dozer
2018 – CAT 304E2CR Hydraulic Excavator
2017 – CAT 299D2 Compact Track Loader
2021 – Case 84" Pad Foot Roller
2022 – Case 84" Smooth Drum Roller
2019 – CAT Motor Grader
2021 – CAT 420F2ST Backhoe
2022 – Bobcat T740 – Skidsteer
2022 – Bobcat T740 – Skidsteer
2024 – Bobcat T66 – Skidsteer
2024 – Bobcat E88 – Mini Excavator
1994 – International Water Truck
1980 – Peterbilt Water Truck
1996 – CAT 615 Scraper
1998 – CAT 613C Scraper
2012 – Mack Tractor w/ 2022 Ranco End Dump Trailer
2013 – Mack Dump Truck (12YD)

NOTE: In the event that we need additional equipment, we have good standing account status with many local equipment rental companies such as: Sunbelt Rentals, Sunstate Rentals, Houston Heavy Equipment, Mustang CAT Rentals, and ASCO.

Norman Construction Services employ's a full-time mechanic, our equipment is in outstanding condition and receives maintenance on a regular basis.

**DWS DEVELOPMENT INC.
PO BOX 4508
BRYAN, TX 77805**

September 13, 2023

Subject: Letter of Recommendation for Norman Construction

To Whom It May Concern:

I have known Gene Norman and Gary Arnold for over twenty years and have worked with them on multiple development projects, of which the most recent was less than a year ago. In all my dealings with them, they have proven to be quality oriented, very responsive, and if a problem arose, it was taken care of in a timely matter. With that said, I highly recommend Norman Construction Services. If I can answer any questions, please feel free to contact me.

Sincerely,



David W. Scarmardo
President
DWS Development Inc.
979-412-1386

GATTIS ENGINEERING

ENGINEERS • CONSULTANTS

September 1, 2023

To Whom It May Concern,

The purpose of this letter is to acknowledge and attest on behalf of Norman Construction Services (NCS) and the high quality of work that Gene Norman and his company provide.

I consider it a blessing when I have a project and NCS on the job. NCS is always professional, meets deadlines and always provides the highest quality of workmanship. As with any project, you have hurdles and NCS jumps in and helps solve the problem.

I personally have worked with NCS on many projects in the B/CS area, but most recently the Heart of Texas Goodwill in Bryan. NCS's performance on this project was not only vital to completing a successful project but the quality of work was beyond reproach.

Please feel free to contact me for any further information.

Respectfully,
GATTIS ENGINEERING, LLC

Joe Gattis

Joe I. Gattis, PE
Licensed Professional Engineer



JaCody Construction LP,
10770 SH 30, Suite 400
College Station, TX 77845
Phone: 979.774.5613
Fax: 979.774.5693

October 8, 2023

To Whom It May Concern:

It's my pleasure to write this letter of recommendation on behalf of Norman Construction Services. As a managing member of JaCody Construction, I have worked with Gene Norman & Gary Arnold on a number of private and public infrastructure projects in the City of Bryan, most recently Edgewater Park.

Norman Construction Services has illustrated their attention to detail, quality and safety on a number of occasions. It is their policy to strive for the highest quality and safety standards. Over the past 5 years I've worked side by side with Mr. Norman on projects involving public utilities, paving, and earthwork. I've been impressed by Mr. Norman's knowledge and quality of workmanship.

Mr. Norman has been able to effectively meet project schedule requirements. He and his crew have been able to quickly adapt to schedule changes, in order to keep the project moving forward. In addition, Norman Construction Services has been exceptionally accommodating when dealing with unforeseen conditions and potential change orders.

Please contact me at (979) 446-5512 if you have any questions or need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'Forrest Couch', written in a cursive style.

Forrest Couch
JaCody Construction



September 5, 2023

To Whom It May Concern:

Please accept this letter of recommendation of Norman Construction Services (NCS) for public and private infrastructure projects in the City of Bryan. I have personally been involved in various capacities with the principals of NCS for over 30 years and have been impressed with their knowledge and quality of work, as well as professionalism. NCS has been approved by the City of Bryan for public infrastructure projects as evident by participation in the City of Bryan Contractor Registration Program.

As the owner of the consulting firm, JBS Engineering & Environmental, LLC (JBS), I have previously worked with and overseen NCS in their capacity as the general contractor on several commercial and development projects. NCS has shown a high level of technical expertise, communication and project oversight for projects dealing with public utilities, general earthwork, and paving projects. The members of NCS have always been efficient communicators and accommodating through various project aspects.

JBS is currently providing construction management services of the Reliance Ridge Subdivision of which NCS is the prime contractor. Conversations with the developer indicate the project is ahead on schedule and on budget. Information provided by the Brazos County inspector indicate that NCS have provided excellent communication and are executing proper means and methods for the ongoing construction activities.

Please contact me at (979) 485-2879 if you have any questions or require additional information regarding this matter.

Respectfully submitted,

A handwritten signature in black ink that reads "W. R. Cullen". The signature is written in a cursive, slightly slanted style.

W. R. Cullen, P.E.
Senior Engineer
TBPE Registration No. - F15869

Letter of Bondability & EMR Rating

See attached, below.



www.altersurety.com

June 10, 2024

RE: Norman Construction Services, LLC


This is to advise you that our office provides Bid, Performance, and Payment Bonds for Norman Construction Services, LLC. Their surety is Liberty Mutual Insurance Company, which carries an A.M. Best Rating of A XV and is listed in the Department of the Treasury's Federal Listing.

Based upon normal and standard underwriting criteria at the time of the request, we anticipate providing Performance and Payment Bonds for single-sized jobs in the \$10,000,000 range and \$30,000,000 in the aggregate. These amounts should not be construed as a limit but rather a guide to handle their day-to-day needs. We obviously reserve the right to review all contractual documents, bond forms, and obtain satisfactory evidence of funding prior to final commitment to issue any bonds.

Norman Construction Services, LLC., is an excellent contractor and we hold them in high regard. Obviously, we feel extremely confident in our contractor and encourage you to offer them an opportunity to execute the captioned project.

This letter is not an assumption of liability. It is issued only as a bonding reference requested by our respected client. If you should have any questions, please do not hesitate to give me a call.

Sincerely,
Liberty Mutual Insurance Company


David V. Satine
Attorney-In-Fact

5979 N.W. 151st Street • Suite 202 • Miami Lakes, FL 33014
Phone: 305-517-3803 • Fax: 305-328-4838



Mod Factors

NORMAN CONSTRUCTION SERVICES LLC			
Mod Factor	0.84	Risk ID	421842140
Status	Final	Rating Eff Date	03/08/2024
		Production Date	10/24/2023
ARAP	FLARAP	SARAP	MAARAP

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Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Norman Construction Services, LLC

PO Box 223

Wellborn, TX 77881

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company

175 Berkeley Street

Boston, MA 02116

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

OWNER:

(Name, legal status and address)

Brazos County, Texas

200 South Texas Avenue, Suite 352

Bryan, TX 77803

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ Five Percent of Total Amount Bid (5% of Total Amount Bid)

PROJECT:

(Name, location or address, and Project number, if any)

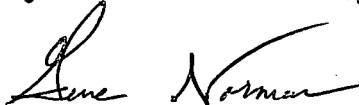
RFP No. CIP 24-619 - Tax Office & AgriLife Site Drainage Improvements, Brazos County, Texas

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 22nd day of May, 2024



(Witness)



(Witness) Patricia K. Skelton

Norman Construction Services, LLC

(Principal)

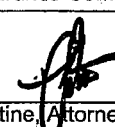
(Seal)

OWNER
(Title)

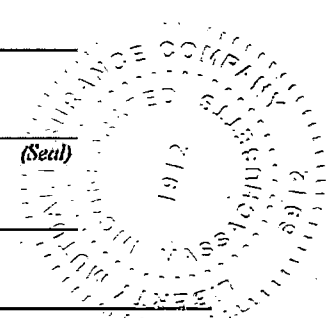
Liberty Mutual Insurance Company

(Surety)

(Seal)



(Title) David T. Satine, Attorney-in-Fact





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8205217-984816

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, David T. Satine; Jonathan A. Bursevich; Warren M. Alter

all of the city of Miami Lakes state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 7th day of April, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 7th day of April, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1128044
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of May, 2024.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call the Surety's toll free telephone number for information or to make a complaint at:

1-800-782-1546

You may also write to the Surety at:

P.O. Box 19725
Irvine, CA 92623-9725

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771

web: <http://www.tdi.state.tx.us>

E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANCE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de para informacion o para someter una queja al:

1-800-782-1546

Usted tambien puede escribir al Surety:

P.O. Box 19725
Irvine, CA 92623-9725

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771

web: <http://www.tdi.state.tx.us>

E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Surety primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTEAVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



Liberty Mutual Surety
17771 Cowan, Suite 100 • Irvine, California 92614 • (949) 263-3300
www.libertymutualsurety.com

BID SCHEDULE

Brazos County Tax Office AgriLife Site Drainage Improvements

Item	Description	QTY	Unit	Unit Price	Total
A. General Items					
1	Mobilization, setup, & project overhead for duration of project, including related items and appurtenances, complete in place	1	LS	\$ 44,250.00	\$ 44,250.00
2	Field locate existing utilities and service lines for construction of the proposed improvements, including tie-in elevations, related items and appurtenances, complete in place	1	LS	\$ 7,500.00	\$ 7,500.00
3	Site Clean-up, 4" topsoil, fine grading of areas disturbed by construction, including related items and appurtenances, complete in place	1	LS	\$ 11,000.00	\$ 11,000.00
4	Hyrdomulch seed all disturbed areas, including soil preparation, related items and appurtenances, complete in place	10,855	SF	\$ 0.25	\$ 2,713.75
5	Solid Sod (Bermuda), including soil preparation, related items and appurtenances, complete in place	383	SF	\$ 5.00	\$ 1,915.00
6	SWPPP for 0.5 acre project, including phasing, silt fencing, inlet protection, NOI, NOT, related items and appurtenances, complete in place	1	LS	\$ 10,250.00	\$ 10,250.00
Total Section A. General Items.....				\$	77,628.75
B. Demolition Items					
1	Remove & dispose of existing gravel, including related items and appurtenances, complete in place	300	SY	\$ 21.00	\$ 6,300.00
2	Remove & dispose of existing concrete sidewalk, including sawcuts, related items and appurtenances, complete in place	702	SY	\$ 36.00	\$ 25,272.00
3	Remove & dispose of existing concrete pavement, including curb, sawcuts, related items and appurtenances, complete in place	35	SY	\$ 40.00	\$ 1,400.00
4	Remove & dispose of existing landscape wall (157 LF), including related items and appurtenances, complete in place	1	LS	\$ 18,840.00	\$ 18,840.00
5	Remove & dispose of existing grate inlet, including compacted structural backfill, related items and appurtenances, complete in place	1	EA	\$ 5,200.00	\$ 5,200.00
6	Remove & dispose of existing 12" storm sewer line, including plugging line to remain, related items and appurtenances, complete in place	17	LF	\$ 57.00	\$ 969.00
7	Remove existing concrete wheelstops and deliver to Brazos County, including removing bolts, related items & appurtenances, complete in place	44	EA	\$ 200.00	\$ 8,800.00
8	Remove & dispose of existing irrigation system between Tax Office and AgriLife buildings, including disconnects, caps, adjusting remaining irrigation zones, related items and appurtenances, complete in place	1	LS	\$ 7,650.00	\$ 7,650.00
9	Remove and dispose of existng landscaping in existng planter bed of landscape wall/bench at Agrilife Building including related items and appurtenances for installation of landscape blocks and cap of wall, complete in place.	1	LS	\$ 14,600.00	\$ 14,600.00

BID SCHEDULE

Brazos County Tax Office AgriLife Site Drainage Improvements

Item	Description	QTY	Unit	Unit Price	Total
10	Remove & relocate existing tree, including carefully removing tree to avoid damaging existing utilities to remain, protecting roots during relocation, re-planting & irrigation of tree, related items & appurtenances, complete in place	9	EA	\$ 850.00	\$ 7,650.00
11	Remove & dispose of existing tree, including root ball, backfill, compaction, related items and appurtenances, complete in place	16	EA	\$ 600.00	\$ 9,600.00
12	Remove & dispose of existing landscape material & soil from raised bed, including offsite disposal, related items and appurtenances, complete in place	141	SY	\$ 19.00	\$ 2,679.00
13	Remove & reset existing bollard with handicap sign, including disposal of existing footing, new footing, related items and appurtenances, complete in place	7	EA	\$ 1,400.00	\$ 9,800.00
14	Remove & reset existing bollard, including disposal of existing footing, new footing, related items and appurtenances, complete in place	3	EA	\$ 1,400.00	\$ 4,200.00
15	Remove & reset existing flag pole and light, including disposal of existing footing, new footing, electrical for lights, related items and appurtenances, complete in place	2	EA	\$ 4,800.00	\$ 9,600.00
16	Remove & reset existing canopy at Tax Office door to ensure drainage away from building, including related items and appurtenances, complete in place	1	LS	\$ 12,200.00	\$ 12,200.00
17	Adjust existing grate inlet top to final grade, including frame, related items & appurtenances, complete in place	2	EA	\$ 3,500.00	\$ 7,000.00
18	Adjust existing manhole top to final grade, including cone, lid, ring, related items and appurtenances, complete in place	1	EA	\$ 4,200.00	\$ 4,200.00
19	Adjust existing electrical box to final grade, including additional electrical conduit with wiring, related items and appurtenances, complete in place	1	EA	\$ 7,200.00	\$ 7,200.00
20	Adjust existing light to final grade, including additional electrical conduit with wiring, related items and appurtenances, complete in place	5	EA	\$ 3,700.00	\$ 18,500.00
21	Adjust existing electrical vault to final grade, including related items and appurtenances, complete in place	2	EA	\$ 6,100.00	\$ 12,200.00
22	Adjust existing sanitary sewer cleanout to final grade, including box with lid, related items and appurtenances, complete in place	1	EA	\$ 1,100.00	\$ 1,100.00
23	Adjust existing water test station to final grade, including related items and appurtenances, complete in place	1	EA	\$ 1,750.00	\$ 1,750.00
Total Section B. Demolition Items.....				\$	196,710.00
C. Site and Utility Items					
1	4" Concrete sidewalk, including ADA ramps, steps, related items and appurtenances, complete in place	1,288	SY	\$ 56.00	\$ 72,128.00
2	4" Concrete slope paving, including related items and appurtenances, complete in place	66	SY	\$ 58.00	\$ 3,828.00

BID SCHEDULE

Brazos County Tax Office AgriLife Site Drainage Improvements

Item	Description	QTY	Unit	Unit Price	Total
3	Concrete pavement repair, including related items and appurtenances, complete in place	92	SY	\$ 62.00	\$ 5,704.00
4	6" Monolithic curb, including related items and appurtenances, complete in place	144	LF	\$ 8.00	\$ 1,152.00
5	6" Dowel on curb, including related items and appurtenances, complete in place	246	LF	\$ 10.00	\$ 2,460.00
6	Install landscape blocks for filling and sealing of cavity left from landscape removal from existing wall/bench at Agrilife Building (block/cap to match existing wall/bench) including related items and appurtenances, complete in place.	1	LS	\$ 16,200.00	\$ 16,200.00
7	Excess cut material to be removed from site, including disposal, related items and appurtenances, complete in place	60	CY	\$ 30.00	\$ 1,800.00
8	Remove/replace existing 2.5" PVC water service line w/ 2.5" type K copper service line from parking lot to building, including disposal of existing service line, female adapters, structural backfill, related items and appurtenances, complete in place	170	LF	\$ 90.00	\$ 15,300.00
9	3'x3' cast-in-place grate inlet, including top, ring, lid, grouting of bottom, related items and appurtenances, complete in place	2	EA	\$ 4,300.00	\$ 8,600.00
10	3" SCH 40 PVC storm sewer, including structural backfill, related items and appurtenances, complete in place	175	LF	\$ 21.00	\$ 3,675.00
11	18" N-12 HDPE storm sewer, including non-structural backfill, related items and appurtenances, complete in place	317	LF	\$ 68.00	\$ 21,556.00
12	Connect proposed 3" PVC storm sewer to existing grate inlet box, including coring existing box, grouting wall penetration, related items and appurtenances, complete in place	1	EA	\$ 1,525.00	\$ 1,525.00
13	Connect proposed 18" HDPE storm sewer to existing grate inlet box, including coring existing box, grouting wall penetration, related items and appurtenances, complete in place	2	EA	\$ 2,100.00	\$ 4,200.00
14	6" wide NDS Dura Slope Trench Drain system (44 LF), including grate, couplings, concrete encasement, related items and appurtenances, complete in place	44	LF	\$ 76.00	\$ 3,344.00
15	NDS EZ-Flow French Drain system, 7"x10' with 3" perforated pipe, including backfill, related items and appurtenances, complete in place	320	LF	\$ 41.00	\$ 13,120.00
16	Install cleanout at end of french drain/3" storm sewer, including fittings, backfill, box with lid, related items and appurtenances, complete in place	8	EA	\$ 175.00	\$ 1,400.00
17	Connect existing downspout to existing downspout lead, including fittings, related items and appurtenances, complete in place	16	EA	\$ 1,100.00	\$ 17,600.00
18	Canopy additions with columns, footings, top, connection to existing canopy and connection to existing building including related items and appurtenances, complete in place.	1	LS	\$ 92,274.00	\$ 92,274.00
Total Section C. Site and Utility Items.....				\$	285,866.00

BID SCHEDULE

Brazos County Tax Office AgriLife Site Drainage Improvements

Item	Description	QTY	Unit	Unit Price	Total
D. Irrigation					
1	Disconnect and cap existing irrigation lines (all sizes) including related items and appurtenances, complete in place.	3	EA	\$ 750.00	\$ 2,250.00
2	Remove and dispose of existing irrigation system as noted on reconstruction plans and coordinate with County personnel including related items and appurtenances, complete in place.	1	LS	\$ 4,000.00	\$ 4,000.00
3	4" schedule 40 PVC irrigation sleeve with structural backfill including related items and appurtenances, complete in place.	35	LF	\$ 30.00	\$ 1,050.00
4	4" schedule 40 PVC irrigation sleeve installed by bore including related items and appurtenances, complete in place.	77	LF	\$ 60.00	\$ 4,620.00
5	2" schedule 40 PVC irrigation line with tracer wire including related items and appurtenances, complete in place.	383	LF	\$ 32.00	\$ 12,256.00
6	Interconnect proposed 2" irrigation main to existing irrigation system (all sizes) including related items and appurtenances, complete in place.	4	EA	\$ 750.00	\$ 3,000.00
7	Irrigation allowance for design, permit, and installation for irrigation to relocated and new trees, including related items and appurtenances, complete in place.	1	LS	\$10,000.00	\$10,000.00
Total Section D. Irrigation.....				\$	37,176.00
TOTAL SECTIONS A-D.....				\$	597,380.75
CONTINGENCIES				\$	75,000.00
TOTAL BASE BID.....				\$	672,380.75
Alternate Bid #1					
Items to be added to Alternate Bid #1					
19	2-3/8" (60mm) Holland Stone "Parkway Series" concrete pavers with color Rustic Blend installed in Herringbone pattern, including related items and appurtenances, complete in place	1,312	SF	\$ 15.00	\$ 19,680.00
20	2-3/8" (60mm) Holland Stone "Parkway Series" concrete pavers with color Rustic Blend installed in Runner Bond pattern, including related items and appurtenances, complete in place	798	SF	\$ 15.00	\$ 11,970.00
21	Excess cut material to be removed from site, including disposal, related items and appurtenances, complete in place	22	CY	\$ 30.00	\$ 660.00
Total Alternate Bid #1.....				\$	32,310.00
TOTAL BID (BASE BID + Alternate Bid #1).....				\$	704,690.75



Brazos County Purchasing Department

200 S. TX. AVE., STE 352 BRYAN, TX 77803
PHONE (979) 361-4292 FAX (979) 361-4293

Addendum #1 to CIP 24-619 Tax Office & AgriLife Site Drainage Improvements

Issued: June 3, 2024
Change: Pre-Proposal Questions and Pre-Proposal Sign In Sheet
Reason: Information

Pre-Proposal Sign In Sheet attached on bidding website.

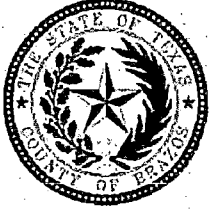
Pre-Proposal Meeting Minutes:

1. Will a changeable message board be required?
 - a. No
2. Will joints be allowed for the copper water service?
 - a. Yes
 - b. The service to the tax office is 88 LF, and the service to the AgriLife building is 74 LF (162 LF total)
3. Will permits be required by the city?
 - a. No permit required per email communications with the city.
4. Will the 4" irrigation conduit bores avoid the existing fiber lines?
 - a. Some of these bores will cross the existing fiber lines, sanitary sewer service, and storm sewer line.
 - b. The crossings appear to be in grassed areas. However, the exact location is unknown until field investigations have been completed by the contractor. The contractor will need to accurately locate the existing utilities prior to boring the conduits.
5. Will a licensed plumber be required for the installation of the new water service?
 - a. Yes
 - b. Utility Note #7 on sheet C1.0 notes "A licensed plumber is required for all work related to water and sanitary sewer that is on private property".
6. Will a licensed electrician be required for the electrical work?
 - a. Yes.
 - b. This is not noted on the plans but will be required.

This addendum should be signed by an authorized representative of the respondent and returned with the bid documents as specified in the bid.

Acknowledgement of Addendum:

Signature: Gene Norman
Printed Name: Gene Norman



Brazos County Purchasing Department

200 S. TX. AVE., STE 352 BRYAN, TX 77803
PHONE (979) 361-4292 FAX (979) 361-4293

Addendum #2 to CIP 24-619 Tax Office & AgriLife Site Drainage Improvements

Issued: June 5, 2024
Change: Updated Bid Form
Reason: Incorrect bid items

Please see the updated Bid Form attached titled, Exhibit B - Bid Form - ADDENDUM #2. This is to correct the item for existing columns to reflect the construction plans.

Acknowledgement of Addendum:

Signature: *Rene Norman*

Printed Name: Brene Norman

RFP # CIP 24-619 Tax Office & AgriLife Site Drainage Improvements

	Max Points Available	Norman Construction Services, LLC.	BH Harris Construction, LLC	Tucker Construction*
1 Total Cost including the contingency and addenda		\$672,380.75	\$1,421,578.47	\$962,158.21
Points for Cost	30	30	14	21
2 Completion Time		60	220	110
Points for Time	15	15	4	8
3 Past performance on similar projects of size and scope	20	18	11	19
4 Overall experience of Project Manager & Superintendent	20	17	13	16
5 Resource availability	15	14	8	15
Technical Proposal Total	100	94	51	79

* Emailed for clarification

Committee Recommended Award: Norman Construction Services, LLC

Approved by Commissioner's Court on this 23 day of July, 2024 by

 holding the position of County Judge



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Purchasing NUMBER:
DATE OF COURT MEETING: 7/23/2024
ITEM: Approval of Renewal Contract #25-006R Fire Alarm Monitoring with Hermann Alarms LLC.
TO: Commissioners Court
FROM: Celina Nava
DATE: 07/15/2024
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
Fully Executed Contract.pdf	Original Contract	Backup Material
Bid Tabulation.pdf	Bid Tabulation	Backup Material
Partially Executed Renewal Letter.pdf	Partially Executed Renewal Letter	Backup Material

FIRE ALARM MONITORING BID TABULATION #25-006R


Previously known as 23-013

October 1, 2024 - September 30, 2025

BUILDING NAME	ADDRESS	PANEL	TYPE OF DIALER	HERMANN ALARMS, LLC
COURTHOUSE	300 E. 26TH ST	VES ELAN RS	LANDLINE	\$25.00 monthly
ADMINISTRATION	200 S. TEXAS AVE.	SILENT KNIGHT 5805	LANDLINE	\$25.00 monthly
EXPO EXHIBIT HALL	5827 LEONARD RD	SILENT KNIGHT 6700	CELLULAR	\$35.00 monthly
EXPO NORTH ARENA	5827 LEONARD RD	SILENT KNIGHT 5820XL	CELLULAR	\$35.00 monthly
TAX OFFICE	4151 COUNTY PARK CT	SIEMENS XLS	CELLULAR	\$35.00 monthly
IT BUILDING	205 EAST 27TH ST	SIEMENS FS-250	CELLULAR	\$35.00 monthly
BRAZOS CENTER/MUSEUM	3232 BRIARCREST DR.	SILENT KNIGHT 5808	LANDLINE	\$25.00 monthly
SHERIFF OFFICE	1700 HWY 21 W	NOTIFIER NFW2-200	CELLULAR	\$35.00 monthly
RECORDS	302 W 24TH ST	SILENT KNIGHT 6700	CELLULAR	\$35.00 monthly
AG EXTENSTION	4153 COUNTY PARK CT	HONEYWELL GWF-7075	CELLULAR	\$35.00 monthly
FORMER BISD	101 N. TEXAS AVE	FIRE-LITE MS-9050UD	CELLULAR	\$35.00 monthly
COST PER HOUR TO DIAGNOSE ISSUES AND MAKE REPAIRS				\$50 an hour
			TOTALS:	\$355.00 montly/\$4,260.00 yearly

Recommendation: **Hermann Alarms LLC**

Renewal: 1st of 3rd

Approved by Commissioner's Court on this 23 day of JULY, 2024 by  holding the position of COUNTY JUDGE



Brazos County Purchasing Department

200 SOUTH TEXAS AVE SUITE 352 BRYAN, TX 77803
PHONE (979) 361-4290 FAX (979) 361-4293

May 17, 2024

Hermann Alarms, LLC
441 Fritz Road
Brenham, TX 77833

Re: *Renewal of Contract # 25-006R Fire Alarm Monitoring previously known as #23-013.*

Brazos County appreciates the quality work your company has provided and would like to exercise the renewal option for *Fire Alarm Monitoring 25-006R, previously known as #23-013.*


All terms, conditions, and pricing shall remain the same. This renewal term will be for one year from October 1, 2024, to September 30, 2025.

To accept the renewal option, please fill out the information and sign below. Return the signed documents by email to cnav@brazoscountytexas.gov or fax to (979) 361-4293. **Please return acceptance as soon as possible.** If you have any questions, I may be reached at (979) 361-4492.

Contact Name: Jonathan Hermann Title: President/Owner

E-Mail: jhermann@hermannalarms.com Telephone: 979-229-6374


HERMANN ALARMS


Authorized Signature

7/8/24

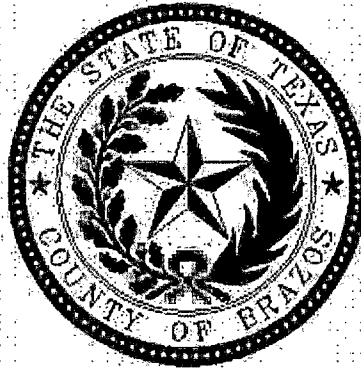
Date

BRAZOS COUNTY


Duane Peters, County Judge

7/23/24

Date



REQUEST FOR BID
BID NO. 23-013
Fire Alarm Monitoring

SEALED BIDS TO BE SUBMITTED BEFORE:
Tuesday, September 6, 2022, 2:00pm CST

TO THE:
BRAZOS COUNTY
PURCHASING DEPARTMENT

200 S. Texas Ave. Suite 352
Bryan, TX 77803
Phone: (979) 361-4290
Fax: (979) 361-4293

Respondents, their employees and/or representatives are prohibited from contacting any official or employee of Brazos County, except the Purchasing Agent, regarding this solicitation from the issuing date of the solicitation until scheduled oral presentations or the date the Brazos County Commissioners Court meets to consider award of the bid. Any such contact will be grounds for rejection of the Respondent's bid.

In compliance with this solicitation, the undersigned Respondent(s) having examined the solicitation and specifications and being familiar with the conditions to be met, hereby submits the following bid for furnishing the material and/or services listed on the attached Bid Form and agrees to deliver said items at the locations and for the prices set forth on the Bid Form.

Company Name: Hermann Alarms, LLC

By (Print): Jonathan Hermann Title: President

Physical Address: 441 Fritz Road Brenham, TX 77833

Mailing Address: 441 Fritz Road Brenham, TX 77833

Telephone: 979-421-6094 Fax: na E-Mail: jhermann@hermannalarms.com

Bids will be received at the Brazos County Administration Building, Purchasing Department, 200 South Texas Ave Suite 352, Bryan, Texas prior to 2:00 p.m., Tuesday, September 6, 2021 at which time bids will be publicly opened and read aloud.

A. SCOPE OF BID

1. Bids are solicited for the monitoring of fire alarm systems forth in this bid request for a two (2) year period beginning October 1, 2022 through September 30, 2024 in accordance with the following Conditions of Bidding.

B. CONDITIONS OF BIDDING

1. The following instructions apply to all bids and become a part of terms and conditions of any bid submitted to the Brazos County Purchasing Office, unless otherwise specified elsewhere in this bid request. All Respondent(s) are required to be informed of these terms and conditions and will be held responsible for having done so:
2. 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 Contractor 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 Respondent(s) of this bid request.
 - e. **COUNTY** – The government of Brazos County, Texas and its authorized representative.
 - f. **SUB-CONTRACTOR** – Any contractor hired by the Contractor or supplier to furnish materials and services specified in the bid request.
 - g. **RESPONDENT** – Any supplier or vendor responding to the bid request.
3. Upon acceptance and approval by the Commissioners Court, this bid effects a working contract between Brazos County and the Contractor for the period designated.
4. Bids must be received by the Purchasing Office prior to the time and date specified. The mere fact that the bid was dispatched will not be considered; the Respondent(s) must have the bid actually delivered to and received by the Purchasing Department.
5. 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.
6. Brazos County shall not be responsible for any verbal communication between any employee of the County and any Respondent(s). Only written specifications and written price quotations will be considered. Respondent(s) with questions regarding the bid should

submit them in writing via the Brazos Valley e-Marketplace at <https://brazosbid.ionwave.net>.

7. Brazos County reserves the right to reject any bid that does not fully respond to each specified item.
8. Respondent(s) must include Tax Identification Number for the bid to be valid.
9. Should there be a change in ownership or management; the Contract shall be canceled unless a mutual agreement is reached with the new owner or manager to continue the Contract with its present provisions and prices. This Contract is nontransferable and may not be reassigned by either party.
10. The County may cancel this Contract at any time for any reason, provided a thirty-day written notice is given.
11. The bid award shall be based on, but not necessarily limited to, the following factors:
 - a. Unit Price
 - b. Extended price
 - c. Special needs and requirements of Brazos County
 - d. Results of testing samples (if required by Brazos County)
 - e. Delivery
 - f. References
 - g. Brazos County's experience with products bid
 - h. Respondent's past performance record with Brazos County
12. Although the cost of products to be provided is an essential part of the bid, Brazos County is not obligated to award a contract on the sole basis of cost but will award to Respondent considered to be the best value to Brazos County.
13. Acceptance of merchandise, work, and/or equipment provided shall be made by the County at the sole discretion of the Commissioners 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.
14. 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.
15. This Contract 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 Contract, when applicable.

16. Bids must be submitted on quantities and units of measure specified by the bid documents. In the event of errors in extended prices the unit price shall govern. Any suggested change in quantity on the part of the Respondent(s) to secure better price or delivery is welcomed and may be given consideration provided that the bidder also bids on the quantity specified.
17. Bids must specify the number of consecutive calendar days required to deliver the commodities under normal conditions. Failure to specify delivery time will be considered reason enough to cause the bid to be disregarded. Delivery time quoted will be given consideration in awarding a contract. If delivery is not made within a reasonable time of the specified delivery in the bid, the entire order or contract may be canceled, and the Contractor barred from bidding in future solicitations.
18. Bids cannot be altered after receiving time. No bid may be withdrawn after opening time without acceptable reason and with the approval of the Purchasing Agent.
19. **Bids must be submitted on this form and returned in a sealed envelope clearly marked with Respondent Name and Bid Number to ensure proper recognition upon its arrival. 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. Bids not received prior to the expressed date and time listed in this bid will be rejected or returned unopened to the Respondent(s). Bids submitted to any other person or department other than the Brazos County Purchasing Department will not be accepted.**
20. It is the Respondent's sole responsibility to print and review all pages of the bid document, attachments, questions and responses, addenda, and special notices. The Certification of Bid Form must be completed to include full firm name, mailing address, telephone number, email address, Vendor Tax Identification number and signed by an authorized representative of the firm. Failure to provide signature on the Certification of Bid Form renders bid non-responsive. Failure to complete the submission of all required forms, including but not limited to the Reference Page, House Bill 89 & Debarment Verification form, Questionnaires (when applicable), Addenda (including revised forms), and any other specified forms or documents may be grounds for rejection of entire bid. By submitting a response to this solicitation, the Respondent(s) agrees to comply with HB 1295, Government Code 2252.908, if awarded a contract. Respondent(s) agrees to provide Brazos County the "Certificate of Interested Parties", Form 1295 as required, for renewals, amendments or extensions to the Contract.
Visit https://ethics.state.tx.us/whatsnew/elf_info_form1295.htm for more information.

21. In the event of a needed change in the specifications sent to the bidder, it is understood that all the foregoing terms shall apply to the addendum or addenda. Any interpretation, corrections or changes to these specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Brazos County Purchasing Agent, authorized to do so by the Commissioner's Court. Addenda will be made available using the same distribution method used to post or make available the original solicitation. Bidders shall acknowledge receipt of all addenda or their proposal may be considered non-responsive.
22. It is our policy not to furnish bid results over the phone. Bid results and tabulation sheets will be posted on the Brazos Valley e-Marketplace (<https://brazosbid.ionwave.net>) after bid award by Commissioner's Court.
23. The bid specifies the number of consecutive calendar days required to reach substantial completion of the project under normal conditions. Failure to comply with completion time will be considered reason enough to enforce liquidated damages and/or cancel the contract. If the job cannot be completed within the terms of the contract 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 agree to as liquidated damages, for each additional calendar day of delay past the thirty (30) days stated in the contract: Two Hundred Fifty Dollars (\$250.00). It is understood that said sum shall be considered liquidated damages and shall not be considered as a penalty against the Contractor.
24. Brazos County reserves the right to extend this Contract annually for a maximum of three (3) additional one (1) year periods with no changes in the terms or conditions of this Contract, if agreed upon by both parties.
25. The Contractor agrees to extend prices and terms to all entities that has entered or will enter into joint purchasing inter-local cooperation agreement(s) with Brazos County.
26. Three (3) references are to be provided by Respondent. Failure to submit references may result in disqualification of bid. Brazos County department references will not be accepted.
27. Contractor shall observe and comply with all federal, state and local laws, safety, and health regulations, ordinances, and all regulations which in any manner effect conduct of the work or services being performed.
28. Any subcontracting must be approved prior to commencement of the Contract by Brazos County.

29. Any variation from the specifications in this bid document must be indicated on the bid or on a separate attachment to the bid and labeled as such.
30. Any brand name, or manufacturer's reference used is considered to be descriptive – not restrictive – and is indicative of the type and quality the County desires to purchase. Bids on similar items of like quality will be considered only if it is noted in the bid documents and accompanied by fully descriptive product literature. All substitutions will contain the same active ingredients in the same percentages or quantity of the items listed in the bid. If notation of substitution is not made, it is assumed the Respondent(s) is bidding the item specified.
31. The County does not guarantee to purchase any minimum or maximum quantities. If any quantities are listed in the bid, they are estimated quantities used for calculating purposes only.
32. In the event the Contractor is unable to furnish any item within a reasonable time after order is placed due to strikes, war or any reason beyond the Contractor's control, the County reserves the right to purchase these items from any source, without causing this Contract to be canceled.
33. Brazos County will only be required to pay for materials actually received and/or services actually provided. Brazos County shall not be required to pay for materials or services described in the contract that are not used or provided by the Contractor in completion of the Contract. This term supersedes any contradicting terms throughout the Contract and/or any attachments.
34. The Contractor should submit itemized invoices with clearly marked remittance copies to the following address:

Brazos County
ATTN: Auditors
P.O. Box 914
Bryan, TX 77806

Statements of accounts will not be sufficient to warrant payment. Unless other arrangements have been made; all invoices to be paid in full within 30 days after satisfactory delivery of commodities and or services and receipt of invoice at the listed address. Checks will be made payable to the Contractor only, and shall not include sub-contractors, assignees, or any other party.

35. As a governmental subdivision, Brazos County is exempt from most types of taxes, including but not limited to sales tax, excise tax, and import duties. Such costs must not be included in bid prices. Tax Exemption Certificates can be obtained upon request from County.
36. Upon award of Contract for any commodity or materials purchased by Brazos County, the Contractor agrees to protect the County from any claim involving patent right infringement, copyright infringement, sales franchise disputes.
37. Unless otherwise specified, all items ordered from the Contractor must be new, unused, and in first class condition. Products usually packaged for commercial sale shall be furnished in proper container so as to facilitate storage and handling.
38. This bid shall be governed by the laws of the State of Texas and Potential Respondent(s) and the subsequent Contractor(s) are advised they may have disclosure requirement pursuant to Texas Local Government Code, Chapter 176. This law requires persons desiring to do business with the County to disclose any gifts that have an aggregate value in excess of \$250.00 given to any employee of the County, County Official to the County Official's family members or employment of any employee of the County, County Official or the County Official's family members during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Brazos County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.
39. Venue for any dispute, shall lie exclusively in Brazos County, Texas, notwithstanding anything to the contrary.
40. Respondent(s) understands that Brazos County is a governmental entity subject to Texas State and Federal public information statutes. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this bid and/or subsequent contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter. This provision is mandatory and may not be altered or deleted, as required by Sec. 552.372(b) of the Texas Government Code.
41. Notwithstanding any provisions contained herein, the obligations of Brazos County are expressly contingent upon the availability of funding for the obligations contained herein for the term of the contract and any extensions and renewals thereto.
42. 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.

43. 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.
44. 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.

C. INSURANCE REQUIREMENTS

1. The Contractor shall instruct his insurance agent or carrier to furnish to the County a Certificate of Insurance attesting to the issuance of the following parts of this section. Please note that such Certificates of Insurance and any required bonds must be issued and then approved by Brazos County Risk Management. The Certificate of Insurance must be approved by Risk Management before any deliveries can be made.
2. The Contractor shall furnish and keep in full force the following insurance during the term of this Contract:
 - a. Statutory Workmen's Compensation and \$1,000,000 Employer's Liability Insurance with waiver of subrogation
 - b. General Liability with limits for bodily injury and for property damages of not less than \$1,000,000 aggregate, \$500,000 each occurrence with Brazos County named as an additional insured and waiver of subrogation.
 - i. Commercial Automotive Liability with \$500,000 CSL for Bodily Injury and Property Damage Liability with Brazos County named as additional insured.
 - ii. Cargo Insurance to sufficiently cover materials transported.

All of the aforementioned policies and Certificates of Insurance should be issued immediately after the Contractor receives notification of award.

3. The Contractor agrees to release and hold harmless Brazos County from any and all claims and liability due to the acts of the Contractor's employees and the operation of his equipment. The Contractor also agrees to hold harmless Brazos County from any and all expenses, including attorney fees, incurred by Brazos County in litigation or otherwise resisting such claims or liabilities as a result of the Contractor's employees' activities. Further, the Contractor agrees to protect, indemnify and hold harmless Brazos County

from and against all claims, demands and causes of action of every kind and character brought by any employees of the Contractor against Brazos County due to personal injuries and/or death to such employee resulting from any neglect act, by either commission or omission on the part of the Contractor or Brazos County.

D. REFERENCES

Respondent(s) shall provide a list of at least three (3) references, where work comparable in quality and scope to that specified has been performed within the past five (5) years. This list should include the names, phone number and email of the company/entity for which the prior work was performed to contact these references. A negative reference may be grounds for disqualification of bid. Respondent(s) are not allowed to use Brazos County as a reference.

Company/Entity: Blinn College District Brenham Campus

Contact: Brandon Barrow

Phone: 979-830-4161

Email: brandon.barrow@blinn.edu

Company/Entity: City of Brenham

Contact: Stephen Draehn

Phone: 979-337-7390

Email: sdraehn@cityofbrenham.org

Company/Entity: Somerville ISD

Contact: Jarrold Eschete

Phone: 979-204-6716

Email: NA

E. SPECIFICATIONS & QUOTE

Brazos County is seeking contract pricing for fire alarm monitoring for existing Brazos County owned fire alarm system. All locations are within Brazos County unless otherwise indicated. The work to be performed in general is in Brazos County owned facilities throughout Brazos County. There are eleven (11) Fire Alarm Systems. This contract will include the following:

1. Bid to include 24 hour UL monitoring of eleven (11) Fire Safety Systems and annual UL certification fees (if applicable).
2. Bid to include dialer testing and alarm license fees as may be required by Brazos County and/or by state or federal laws.
3. All service calls will be addressed within four (4) hours of the call on the same day at the normal hourly rate.
4. Contractor shall inform owner of changes in government codes that apply to fire and intrusion alarm systems and any deficiencies in existing equipment caused by such changes.
5. All fire alarm and intrusion alarm systems and associated components will be available for inspection M-F 8:00 a.m. to 5:00 p. m., some exceptions may apply.
6. Contractor must have the capability for Brazos County to have access to accounts via the internet or smart devices. Brazos County should pull up accounts' activity, run reports, place accounts on and off test, check signals and more. Brazos County should have access 24/7.
- 7.

BUILDING NAME	ADDRESS	PANEL	TYPE OF DIALER	MONITORING COST PER MONTH
COURTHOUSE	300 E. 26 TH ST	VES ELAN RS	LANDLINE	\$ 25.00
ADMINISTRATION	200 S. TEXAS AVE.	SILENT KNIGHT 5805	LANDLINE	\$ 25.00
EXPO EXHIBIT HALL	5827 LEONARD RD	SILENT KNIGHT 6700	CELLULAR	\$ 35.00
EXPO NORTH ARENA	5827 LEONARD RD	SILENT KNIGHT 5820XL	CELLULAR	\$ 35.00
TAX OFFICE	4151 COUNTY PARK CT	SIEMENS XLS	CELLULAR	\$ 35.00
IT BUILDING	205 EAST 27 TH ST	SIEMENS FS-250	LANDLINE	\$ 25.00

BRAZOS CENTER/MUSEUM	3232 BRIARCREST DR.	SILENT KNIGHT 5808	LANDLINE	\$ 25.00
SHERIFF OFFICE	1700 HWY 21 W	NOTIFIER NFW2-200	LANDLINE	\$ 25.00
RECORDS	302 W 24 TH ST	SILENT KNIGHT 6700	CELLULAR	\$ 35.00
AG EXTENSTION	4153 COUNTY PARK CT	HONEYWELL GWF-7075	CELLULAR	\$ 35.00
FORMER BISD	101 N. TEXAS AVE	FIRE-LITE MS-9050UD	CELLULAR	\$ 35.00

8. Cost per hour to diagnose issues and make repairs \$ 50.00 /HR.

F. V.T.C.A. LOCAL GOVERNMENT CODE §262.0276

THIS SECTION MUST BE COMPLETED. FAILURE TO COMPLETE THIS SECTION WILL DISQUALIFY THE BID.

Brazos County shall refuse to enter into a contract or other transaction with a person who owes a debt to the County per V.T.C.A Local Government Code §262.0276.

1. This refusal to award a contract to or enter into a transaction with a person, pertains to an apparent low bidder or successful proposer that is indebted to the County;
2. "Person" includes an individual, sole proprietorship, corporation, nonprofit corporation, partnership, joint venture, limited liability company, and any other entity that proposes or otherwise seeks to enter into a contract or other transaction with the County requiring approval by the Commissioner's Court;
3. "Debt shall include delinquent taxes, fines, fees, or delinquencies arising from written agreements with the County.
4. Prior to award of a contract by the Commissioners' Court, the Purchasing Department will request a statement of account from the Brazos County Tax Office.
5. Any "debt" as defined above, that is reflected on the statement of account, will be documented and placed in the bid file. The bid or proposal from the person with the debt shall be considered "non-responsive" and "not responsible", eliminating it from any further consideration of award.
6. These provisions shall apply to any "person" owned, partially owned, managed, operated or represented by a "person" indebted to the County.

Please list all the names of the individuals that have ownership, officers, managers, and board of directors that you have associated with your entity below.

Name	Title (Owner, Officer, Director, Manager, Etc.)
NONE	

TAX VERIFICATION

V.T.C.A. LOCAL GOVERNMENT CODE §262.0276

Brazos County shall refuse to enter into a contract or other transaction with a person who owes a debt to the County per V.T.C.A Local Government Code §262.0276.

- a. This refusal to award a contract to or enter into a transaction with a person, pertains to an apparent low bidder or successful proposer that is indebted to the County;
- b. "Person" includes an individual, sole proprietorship, corporation, nonprofit corporation, partnership, joint venture, limited liability company, and any other entity that proposes or otherwise seeks to enter into a contract or other transaction with the County requiring approval by the Commissioner's Court;
- c. "Debt shall include delinquent taxes, fines, fees, or delinquencies arising from written agreements with the County.
- d. Prior to award of a contract by the Commissioners' Court, the Purchasing Department will request a statement of account from the Brazos County Tax Office.
- e. Any "debt" as defined above, that is reflected on the statement of account, will be documented and placed in the bid file. The bid or proposal from the person with the debt shall be considered "non-responsive" and "not responsible", eliminating it from any further consideration of award.
- f. These provisions shall apply to any "person" owned, partially owned, managed, operated or represented by a "person" indebted to the County.

Please list all the names of the individuals that have ownership, officers, managers, and board of directors that you have associated with your entity below.

<u>Name</u>	<u>Title (Owner, Officer, Director, Manager, Etc.)</u>
Jonathan Hermann	Owner/Manager

G. LEGISLATIVE CERTIFICATIONS

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, <https://www.sam.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 <https://www.sam.gov>. The undersigned affirms the non-debarment statement above, that they are duly authorized execute this contract. The company representative below further affirms, that the company submitting this proposal, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, and 2274.002 Texas Government Code:


1. “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made or ordinary business purposes; and
2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.
3. If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that Respondent does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required.

Company Name: Hermann Alarms, LLC

Authorized Company Representative: Jonathan Hermann

Address: 441 Fritz Road

Brenham, TX 77833

Signature: 

Date: 9/6/2022

Contract #: 23-013

H. The following items should be completed and included in your bid submission. Failure to include these items will disqualify your bid.

- References (Section D)**
- Quote (Section E)**
- V.T.C.A. Local Government Code §262.0276 for Tax Verification (Section F)**
- Legislative Certifications (Section G)**
- All Addendums (if applicable)**
- Certification of Bid (Section I)**

I. 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 vendor and that the contents of this bid have not been communicated to any other vendor prior to the official opening of this bid.

Signed By: _____

Typed Name: Jonathan Hermann Title: President

Company Name: Hermann Alarms, LLC

Phone: 979-421-6094

Mailing Address: 441 Fritz Road

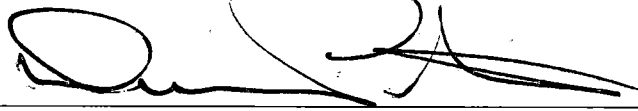
Brenham, TX 77833

Email Address: jhermann@hermannalarms.com

Vendor Tax Identification Number: 27-1103835

END OF BID REQUEST NO. 23-013 FIRE ALARM MONITORING

By signing below, Brazos County agrees that this bid, 23-013 will be awarded as dictated on the associated bid tabulation sheet, to the Respondent whose name appears above and both parties agree to terms and conditions contained herein.

By: 

Brazos County Commissioner's Court: DUANE PETERS, COUNTY JUDGE

Date: SEPTEMBER 20, 2022

Attest: 

Brazos County Clerk: KAREN MCQUEEN

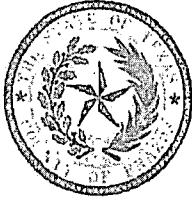


**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Purchasing NUMBER:
DATE OF COURT MEETING: 7/23/2024
ITEM: Approval of Renewal Contract #25-007R Stall Shavings & Pellets with Queen Horse Bedding.
TO: Commissioners Court
FROM: Celina Nava
DATE: 07/10/2024
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
Fully_Executed_Contract.pdf	Original Contract	Backup Material
Bid_Tabulation.pdf	Bid Tabulation	Backup Material
Partially_Executed_Renewal_Letter.pdf	Partially Executed Renewal Letter	Backup Material



Brazos County Purchasing Department

200 SOUTH TEXAS AVE SUITE 352 BRYAN, TX 77803
PHONE (979) 361-4290 FAX (979) 361-4293

June 27, 2024

Queen Horse Bedding of Texas INC
274 Old Colony Rd.
Jefferson, TX 75657

Re: Renewal of Contract # 25-007R Stall Shavings & Pellets, previously known as, #23-021.

Brazos County appreciates the quality work your company has provided and would like to exercise the renewal option for #25-007R Stall Shavings & Pellets, previously known as # 23-021 with Queen Horse Bedding of Texas.

All terms, conditions, and pricing shall remain the same. This renewal term will be for one year from October 1, 2024, to September 30, 2025.

To accept the renewal option, please fill out the information and sign below. Return the signed documents by email to cnava@brazoscountytexas.gov or fax to (979) 361-4293. **Please return acceptance as soon as possible.** If you have any questions, I may be reached at (979) 361-4492.

Contact Name: Amanda Wylie Title: Sales manager

E-Mail: amanda@qhousa.com Telephone: 903-930-1847

QUEEN HORSE BEDDING OF TEXAS INC

Amanda Wylie
Authorized Signature

7/15/24
Date

BRAZOS COUNTY
[Signature]


Duane Peters, County Judge

7/23/24
Date

Bid Tabulation 25-007R
Previously known as 23-021
Stall Shaving and Pellets
October 1, 2024 - September 30, 2025

Item#	Product	
		Queen Horse Bedding
		Shavings
1	Item Name:	Queen Easy Sift
	Item #	
	Delivered Price/Bag	\$4.25
	Approx. lbs/bag	35
	# of bags/pallet	45
	# of pallets/truck	26
	Compressed Volume (cubic ft)	2.2
	Expanded or loose volume (cubic ft)	5.15
	Moisture is guaranteed to be less than:	8%
		Pellets
2	Item Name:	Queen Pine Pellets
	Item #	
	Delivered Price/Bag	\$4.40
	Approx. lbs/bag	40
	# of bags/pallet	50
	# of pallets/truck	1100
	Compressed Volume (cubic ft)	n/a
	Expanded or loose volume (cubic ft)	n/a
	Moisture is guaranteed to be less than:	10%
	Pellet Size (Diameter)	6.5 mm
3	Orders placed by Brazos County will be acknowledged, in writing, within ____ hrs.	24
4	After receipt of order, number of days required to delivery shall not exceed ____ calendar days.	14
5	Emergency orders can be rushed and delivered by ____ number of calendar days. (Please note this might include weekends and holidays)	1-3

Recommendation: **Queen Horse Bedding**
 Renewal: 1st of 3

Approved by Commissioner's Court on this 23 day of July, 2024 by  holding the position of COUNTY JUDGE



REQUEST FOR BID
BID NO. 23-021
Stall Shavings and Pellets

SEALED BIDS TO BE SUBMITTED BEFORE:
Tuesday, September 13, 2022, 2:00pm CST

TO THE:
BRAZOS COUNTY
PURCHASING DEPARTMENT
200 S. Texas Ave. Suite 352
Bryan, TX 77803
Phone: (979) 361-4290
Fax: (979) 361-4293

Respondents, their employees and/or representatives are prohibited from contacting any official or employee of Brazos County, except the Purchasing Agent, regarding this solicitation from the issuing date of the solicitation until scheduled oral presentations or the date the Brazos County Commissioners Court meets to consider award of the bid. Any such contact will be grounds for rejection of the Respondent's bid.

In compliance with this solicitation, the undersigned Respondent(s) having examined the solicitation and specifications and being familiar with the conditions to be met, hereby submits the following bid for furnishing the material and/or services listed on the attached Bid Form and agrees to deliver said items at the locations and for the prices set forth on the Bid Form.

Company Name: Queen Horse Bedding

By (Print): Marla Jones Title: Office Manager

Physical Address: 274 Old Colony Rd. Jefferson, TX 75657

Mailing Address: PO Box 1054 Jefferson, TX 75657

Telephone: 903 665 2655 Fax: _____ E-Mail: Marla@queenhorsebedding.com

performed to contact these references. A negative reference may be grounds for disqualification of bid. Respondent(s) are not allowed to use Brazos County as a reference.

Company/Entity: Okc State Fair Park

Contact: Kay Hamilton / Melissa

Phone: 405-948-6700 / 405-301-3095

Email: khamilton@okstatefair.com

Company/Entity: Tulsa- Fairgrounds Feeding + Bedding

Contact: Cody Brooks

Phone: 918-625-4918

Email: cody.brooks@fairgroundsfeedandbedding.com

Company/Entity: Will Rogers Equestrian

Contact: Claude

Phone: 817-907-6540

Email: _____

prevent the bags from splitting at the seams or tearing within the body of the bag.

- b. **Weight of complete bags must be a minimum of 40 pounds.**
- c. Pellets must be made from yellow pine.
- d. No other material shall be included in the composition of pellets.
- e. Pellets must be free of dirt, bark, and other miscellaneous foreign debris.
- f. All pellets quoted must be kiln dried.
- g. Sample: One full bag of pellets must be provided for evaluation with quote. Dimension(s) of bagged product(s) must be provided in the quote. Samples are to be submitted to Brazos County at the vendor's expense. Failure to submit the requested sample may disqualify bid. Brazos County will make the final determination on whether or not the specifications of each bag will meet Brazos County's needs and requirements.
- h. Must be shipped via truck load lot with bags on pallets, approximately 24-26 pallets per truck load and approximately 50 bags per pallet with each pallet stretch/shrink wrapped. Some deviation in the number of pallets and/or the number of bags per pallet may be considered. Empty pallets will be placed on returning truck with no additional charge required.
- i. Quote submitted, inclusive of shipping costs, must be price per bag based on a truck load lot as documented in specification number h. above.

3. **SHAVINGS**

Item Name: Queen Easy Sift Approx. lbs./bag: 35

Item Number: — # of bags/pallet: 45

Delivered Price per Bag: \$4.25 # of pallets/truck: 26

Compressed volume: 2.2 cubic ft

Expanded or loose volume: 5.15 cubic ft

Moisture is guaranteed to be less than 8 %

4. **PELLETS**

Item Name: Queen Pine Pellets Approx. lbs./bag: 40

Item Number: — # of bags/pallet: 50

Delivered Price per Bag: \$4.40 # of pallets/truck: 1100

Compressed volume: N/A cubic ft

Expanded or loose volume: N/A cubic ft

Moisture is guaranteed to be less than 10 %

Pellet Size: 6.5mm (Diameter)

5. Orders placed by Brazos County will be acknowledged, in writing, within 24 hours.

6. After receipt of order, number of days required to delivery shall not exceed 14 calendar days.

7. Emergency orders can be rushed and delivered by 1-3 number of calendar days. (Please note this might include weekends and holidays.)

8. **PALLETS**

Pallets will be returned to the awarded vendor, when empty, on a trailer used to deliver shavings or pellets. Other arrangements can be made as long as there is no cost to Brazos County.

Please describe other arrangements of returning empty pallets if not on returning delivery trucks:

|

9. PERCENTAGE DISCOUNT

In addition to pricing listed above, Brazos County requests vendors to provide a discount from the list percentage for Stall Shavings & Pellets. Contractor shall have a published price list (either electronic or printed catalog) in which pricing is provided.

Discount from list percentage will be used for Stall Shavings & Pellets that are not listed in this bid in the event that additional items are needed by the Brazos County.

The Contractor needs to provide a copy of a printed catalog with the bid or provide a web address below for an electronic catalog.

Web address: _____

Discount from list price (in percentage): _____

Contractor may list multiple percentage discounts for various categories if needed.

Contractor will be awarded based on the actual prices for the items listed above. Discount from list will only be awarded in conjunction with actual cost pricing of items and will be used only when needed for products not listed on this contract. There is no guarantee that additional items will be purchased or that discount from list percentage will be used.

G. V.T.C.A. LOCAL GOVERNMENT CODE §262.0276

THIS SECTION MUST BE COMPLETED. FAILURE TO COMPLETE THIS SECTION WILL DISQUALIFY THE BID.

Brazos County shall refuse to enter into a contract or other transaction with a person who owes a debt to the County per V.T.C.A Local Government Code §262.0276.

1. This refusal to award a contract to or enter into a transaction with a person, pertains to an apparent low bidder or successful proposer that is indebted to the County;
2. "Person" includes an individual, sole proprietorship, corporation, nonprofit corporation, partnership, joint venture, limited liability company, and any other entity that proposes or otherwise seeks to enter into a contract or other transaction with the County requiring approval by the Commissioner's Court;
3. "Debt shall include delinquent taxes, fines, fees, or delinquencies arising from written agreements with the County.
4. Prior to award of a contract by the Commissioners' Court, the Purchasing Department will request a statement of account from the Brazos County Tax Office.
5. Any "debt" as defined above, that is reflected on the statement of account, will be documented and placed in the bid file. The bid or proposal from the person with the debt shall be considered "non-responsive" and "not responsible", eliminating it from any further consideration of award.
6. These provisions shall apply to any "person" owned, partially owned, managed, operated or represented by a "person" indebted to the County.

Please list all the names of the individuals that have ownership, officers, managers, and board of directors that you have associated with your entity below.

Name	Title (Owner, Officer, Director, Manager, Etc.)
Ronnie Queen	Owner
Avery Harper	OFFICER
Marla Jones	OFFICE Manager
Amanda Wylie	Sales Manager

H. LEGISLATIVE CERTIFICATIONS

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, <https://www.sam.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 <https://www.sam.gov>. The undersigned affirms the non-debarment statement above, that they are duly authorized execute this contract.

The company representative below further affirms, that the company submitting this proposal, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, and 2274.002 Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made or ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.
3. If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that Respondent does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required.

Company Name: Queen Horse Bedding

Authorized Company Representative: Marla Jones

Address: 214 Old Colony Road
Jefferson, TX 75657

Signature: Marla Jones

Date: 9/1/2022

Contract #: 23-021

I. 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 vendor and that the contents of this bid have not been communicated to any other vendor prior to the official opening of this bid.

Signed By: Marla Jones

Typed Name: Marla Jones Title: Office Manager

Company Name: Queen Horse Bedding

Phone: 903-665-2655

Mailing Address: Po Box 1054 Jefferson, TX 75657

Email Address: Marla@queenhorsebedding.com

Vendor Tax Identification Number: 83-290437

END OF BID REQUEST NO. 23-021 Stall Shavings & Pellets

By signing below, Brazos County agrees that this bid, 23-021 will be awarded as dictated on the associated bid tabulation sheet, to the Respondent whose name appears above and both parties agree to terms and conditions contained herein.

By: [Signature]

Brazos County Commissioner's Court: DUANE PETERS, COUNTY JUDGE

Date: NOVEMBER 1, 2022

Attest: [Signature]

Brazos County Clerk: KAREN McQUEEN

J. The following items should be completed and included in your bid submission. Failure to include these items will disqualify your bid.

- References (Section E)
- Quotes (Section F)
- V.T.C.A. Local Government Code §262.0276 for Tax Verification (Section G)

- Legislative Certifications (Section H)
- All Addendums (if applicable)
- Certification of Bid (Section I)



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Road and Bridge NUMBER: CC-2024-Wellborn SUD-Clay Pit
DATE OF COURT MEETING: 7/23/2024
ITEM: Consider and take action on the Wellborn SUD utility permit to construct a road bore at 6622 Clay Pit Road to provide water services. Site is located in Precinct 1.
TO: Commissioners Court
FROM: Joe Salvato
DATE: 07/17/2024
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

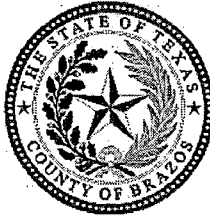
[Utility Permit-Wellborn SUD-6622 Clay Pit.pdf](#)

Description

Utility Permit - Wellborn SUD - Clay Pit Road

Type

Backup Material



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Road and Bridge NUMBER: CC-2024-Wellborn SUD-Clay Pit
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TO: Commissioners Court
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DATE: 07/17/2024
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
Utility_Permit-Wellborn_SUD-6622_Clay_Pit.pdf	Utility Permit - Wellborn SUD - Clay Pit Road	Backup Material

APPROVED

Duane Peters
County Judge

Date

7/23/24

APPLICATION FOR WATER UTILITY PERMIT
DESIGNATING PLACEMENT OF UTILITY IN COUNTY RIGHT OF WAY

TO: THE COUNTY ENGINEER OF BRAZOS COUNTY, TEXAS

Pursuant to the Texas Utility Code, Section 181.024, comes now Wellborn SUD [company name], hereinafter referred to as "Company" a Texas [state] Corporation, with authority to transact business in Texas, acting by and through its duly authorized representative, and hereby petitions the County Engineer for the right to lay, construct, maintain, repair and/or operate a water line under and/or along certain County Roads as shown on drawings and diagrams attached hereto and said location described as follows:

Facility to Cross Road

Road Name & Block Number	Length of Crossing	TYPE OF CONSTRUCTION (CHECK ONE)			
		Bored	Jacked	Driven	Cased
6622 Clay Pit Road	60'	X			X

Facility to Parallel County Road Within Right-Of-Way

Road Name and Block Number	From	To	Depth	Distance

CONSTRUCTION TYPE

1" Diameter .10" Wall Thickness 2" PVC Encasement Pipe

Material Specification PVC pipe

Maximum Operation Pressure 200 psi

The location and description of the proposed installation and appurtenances must be fully shown on the attached detailed drawings.

The Company shall commence actual construction/work in good faith within 60 days from the date of said permit and shall complete said construction /work within 1 working days. (COMPANY MUST FILL IN). If such construction is not begun by the 60th day, Company will be required to apply for a new permit.

Company declares that prior to filing this application, it has ascertained the location of all existing utilities, both aerial and underground, and the filing of this application is prima facie evidence that the proposed installation will not conflict with any existing utility.

A copy of this permit shall be kept at the job site any time work is being performed.

It is expressly stipulated that this Permit is a license for permissive use only and that the placing of facilities upon public property pursuant to this permit shall not operate to create or vest any property right in said holder.

It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the County's right, title and interest in the land to be entered upon and used by the holder and the holder will at all times assume risk of and indemnify, defend and save harmless Brazos County from and against any and all loss, damages, cost or expense arising in any manner on account of the exercise or attempted exercise by said holder of the aforesaid rights and privileges.

Any deviation from these specifications must be approved by Brazos County Engineer's Office or its designated representative.

Approval of County Engineer's Office may take as long as two weeks after complete application is received.

Applicant agrees to comply with all rules of the County Commissioners and the County Engineer in construction of said installation attached hereto as **BRAZOS COUNTY DESIGN STANDARDS AND SAFETY PRECAUTION REQUIREMENTS FOR WORK CONDUCTED IN BRAZOS COUNTY RIGHTS OF WAY** and incorporated herein for reference.

In the event Company fails to obtain a permit prior to the installation or does not install utilities in compliance with installation requirements set forth herein (i.e. depth, location, etc), Company assumes all financial responsibility for damages and/or destruction of lines, cables, etc. based upon its failure to comply with Brazos County requirements.

Applicant agrees that if Brazos County demonstrates a violation of the terms of this policy, Applicant stipulates that requisites for injunctive relief exist and that Brazos County is entitled to relief enjoining any conduct by applicant which is contrary to the policies.

This permit is a revocable permit. Brazos County reserves the right to revoke this permit at any time, in the sole discretion of Brazos County, for interests of public health, safety or welfare, or for failure to repair any damages upon demand, or for any other reason deemed sufficient by Brazos County.

In the event Company fails to comply with any or all of the requirements as set forth herein, the County may take such action as it deems appropriate to compel compliance. The County Engineer further retains the right to revoke this Permit by verbal notification to the Applicant/Company.

Failure to obtain this permit and/or notify the County Engineer's Office within 24 hours of beginning construction shall constitute grounds for job shutdown.

By signing below, I certify that I am authorized to represent the Company listed below, and that the Company agrees to the conditions/provisions included in this permit.

Wellborn SUD
Company Name

Campbell Young
By:


Signature

General Manager
Title

P.O. Box 250
Address

Wellborn Tx 77881
City

State Zip
979-690-9799

Telephone Number

julia@wellbornsud.com
Email:

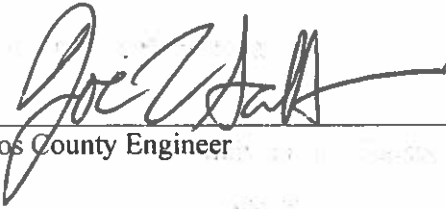
WATER UTILITY APPROVAL

Brazos County offers no objection to the proposed location of the utility in the County right of way as shown by accompanying drawings and notice dated JULY 16 2024 except as noted below:

(Month/Day/Year)

EXCEPTIONS:

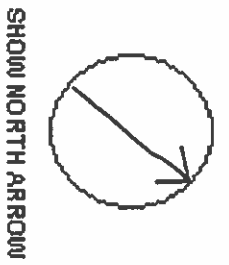
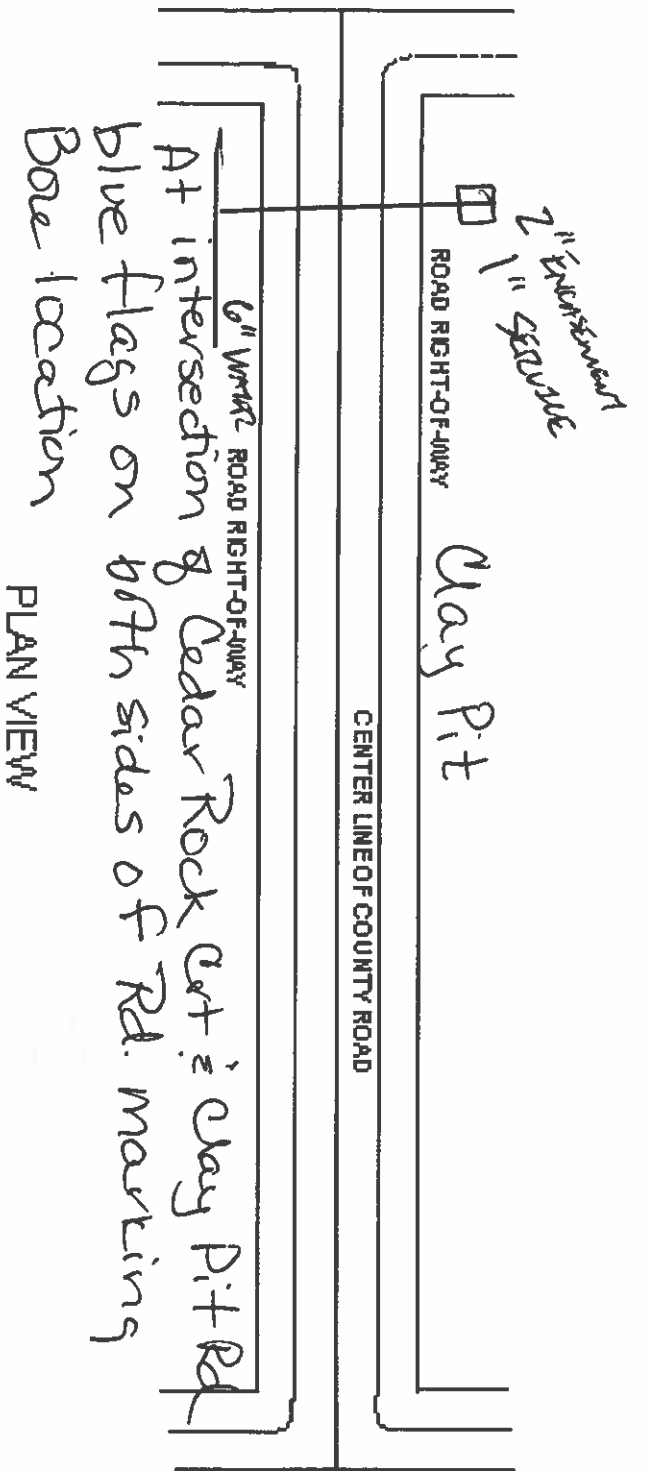
NONE

For 

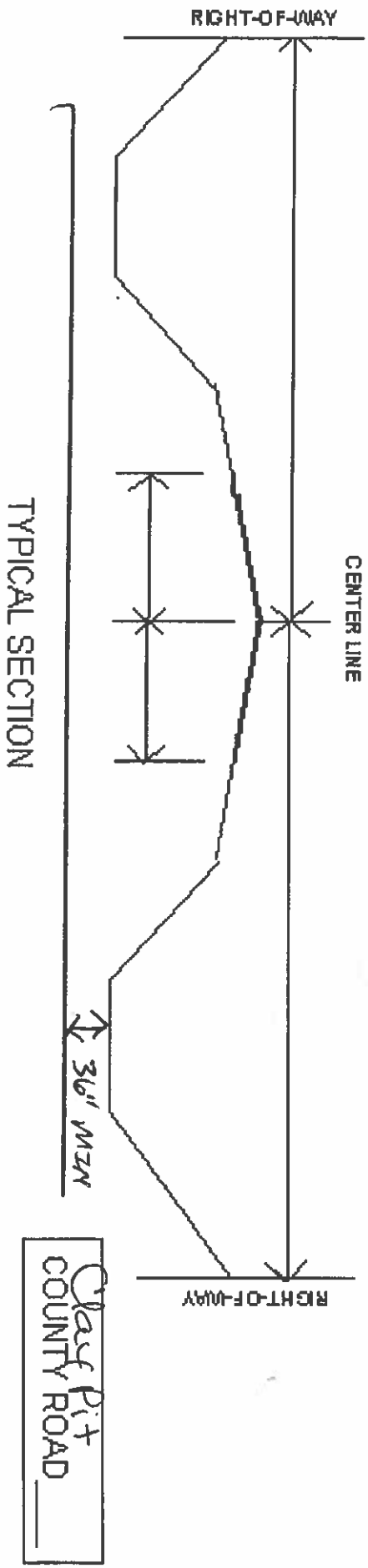
Brazos County Engineer



Cedar Rock Cr

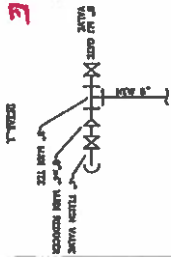
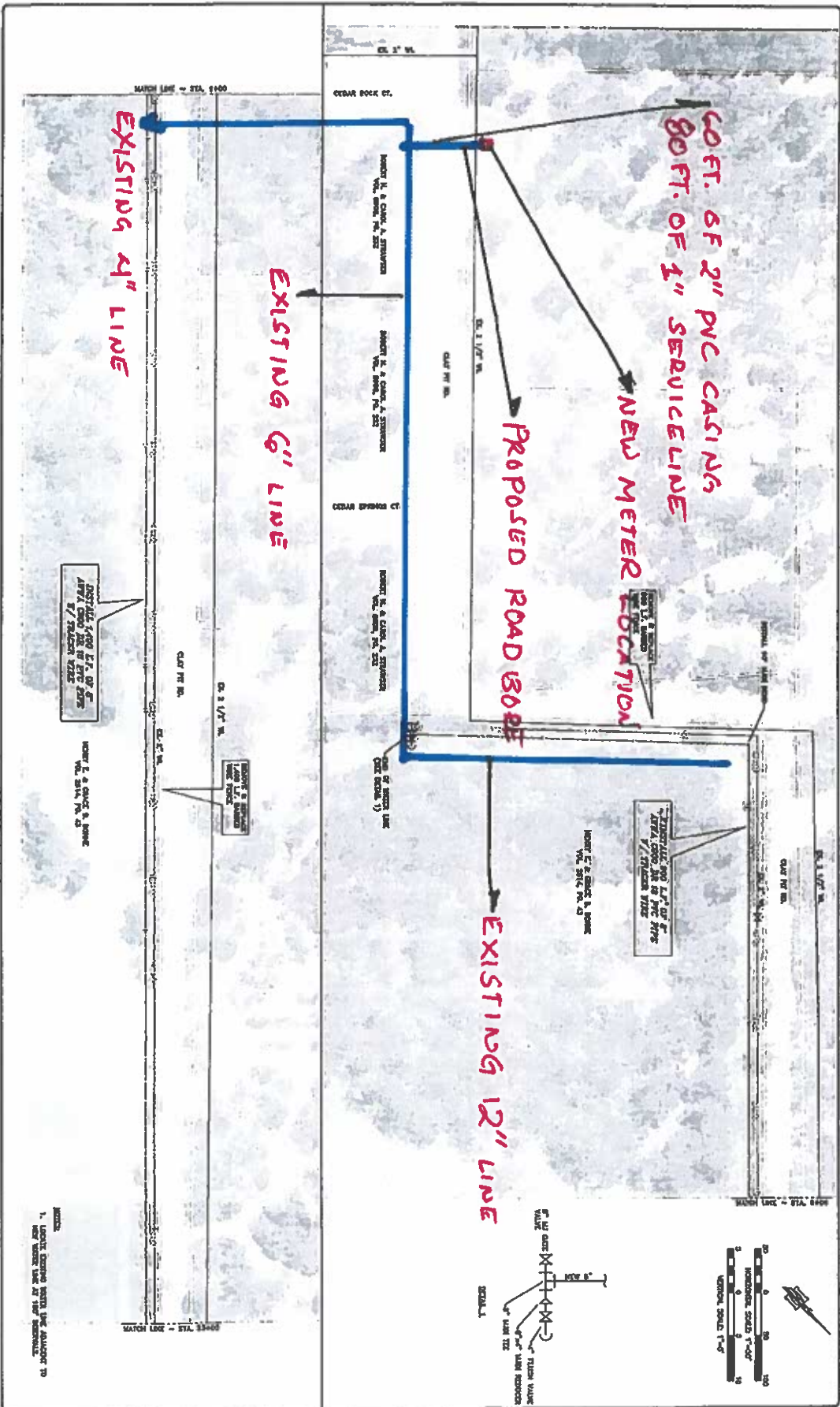
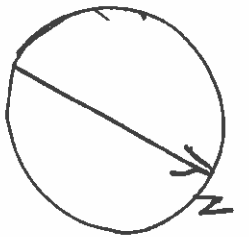


PLAN VIEW



1. IN CROSSING ROAD OR GOING ALONG RIGHT-OF-WAY, SHOW DEPTH & LOCATION OF CONSTRUCTION IN TYPE SECTION & PLAN
2. IN PLAN VIEW SHOW DISTANCE FROM YOUR CONSTRUCTION TO NEAREST INTERSECTION
3. IF ABOVE PLAN VIEW AND/OR TYPE SECTION IS NOT APPLICABLE, THEN SHOW APPLICABLE PLAN AND/OR SECTION

6622 Clay Pitt Rd.



NOTES
 1. LOCATE EXISTING WELLS AND ADJUST TO NEW WATER LINE AT 100' INTERVALS.

NO.	DESCRIPTION	DATE	BY	CHKD.

NO.	DATE	DESCRIPTION

WELLBORN SUD
 CEDAR ROCK ADDITION
 LINE IMPROVEMENTS

PLAN



NO.	DATE	DESCRIPTION

**BRAZOS COUNTY ROADWAY SAFETY AND ROAD
PRESERVATION STANDARDS FOR WORK CONDUCTED IN
BRAZOS COUNTY RIGHTS OF WAY**

A. *General Requirements*

1. Adequate drainage shall be maintained in ditches at all times.
2. Permittee will use best management practices ("BMP") (EPA and TCEQ both provide lists of examples of BMPs) to minimize erosion and sedimentation resulting from the proposed installation.
3. The permittee shall take precautions to avoid damage to property. All County Right of Way and property shall be restored to its original condition, as far as practical, in the opinion of the County Engineer or appointed representative.
4. The construction and maintenance of such utility shall not interfere with the property or rights of a prior occupant.
5. Permittee shall not interfere with other utilities located in the right of way. In the event damages occur, permittee will be liable to the County or other utilities running through the right of way.
6. County Engineer shall determine whether or not permittee's plans shall inconvenience the public. If it is determined that inconvenience to the public exists, then the County Engineer will decide whether such project will be allowed or if an alternative exists so as not to inconvenience the public.

B. *Safety Requirements*

1. Proper traffic control measures must be put in place prior to beginning work and remain in place during the duration of the job. All traffic control measures must follow the Texas Manual of Uniform Traffic Control Devices (TMUTCD). See Traffic Control Requirements below.
2. During construction, all safety regulations of the Texas Department of Transportation shall be observed.
3. Permittee must take such precautions and measures, including placing and displaying safety devices, as may be necessary, in order to safely conduct the public through the project area. Company shall provide flagmen, signs, signals or devices necessary to provide complete safety to the public.
4. Adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners.
5. No cable, conduit and/or pole line shall be laid, constructed, maintained and/or repaired so as to constitute a danger or hazard of any kind to persons or vehicles using such road. Any poles placed in the Right of Way for future installation shall be placed at the back of the Right of Way. Exceptions may be approved by the County Engineer.

C. *Traffic Control Plan*

1. A traffic control plan, pursuant to the TMUTCD or Engineered Traffic Control Plan must be provided for the following:
 - a. Any construction (i.e. pit, excavation, hole) left open over night, requires specific nighttime traffic control measures pursuant to the TMUTCD;
 - b. If construction is within ten (10) feet of the roadway; or
 - c. Any work performed in the road right-of-way;

2. Plan must be attached to the permit and kept at the job site any time work is being performed.
3. Plan must set forth the time of completion for the job.

D. Design Standards

1. All overhead installations shall conform to clearance standards of the Texas Department of Transportation and the pole be placed in the designated area for power specified as set forth in the *Texas Utilities Code, Section 181.045*.
2. All pole installation (including lighting) shall be placed at the backside of the Right of Way to ensure safety to the public. Any pole placed in violation of this requirement will be required to be moved to the appropriate location at the company's expense. Exceptions may be approved by the County Engineer.
3. All underground installations shall (these are minimum depths – utility may place deeper):
 - a. be placed at a minimum depth of forty-eight (48) inches below the top of the pavement;
 - b. be at least thirty-six (36) inches below ditch flow line when installation is within the area measured from top of bank to top of bank;
 - c. be at least forty-eight (48) inches below ditch flow line if low pressure gas or petroleum lines. For high pressure gas and petroleum lines, see High Pressure Pipelines requirements listed below;
 - d. not be closer than ten (10) feet from the edge of pavement. Exceptions may apply in rights of way of less than 60'.
4. Water Lines: All water lines must be a minimum 36-inches below the ditch flow line and cased.
Waterlines shall be cased if crossing under the roadway.
5. Utilities in all new developments that have 60 feet or greater of right of way shall be installed within designated locations based upon the type of utility. The locations shall be as follows: (measured from back of right-of-way).
 - Power – 0-2 feet, nominally 1'
 - Phone – 2-4 feet, nominally 3'
 - Gas – 4-6 feet, nominally 5'
 - Cable – 6-8 feet, nominally 7'
6. Utilities with less than 60 feet right-of-way in all new developments shall install the utility in a similar manner as referenced in No. 3 above, however, the County Engineer or its designated representative will provide final approval of each utility location.
7. The length of any trench to be opened in advance of the pipe, conduit or ducts may not be longer than 400' if left open over night or unattended.
8. Crossings under a county road shall:
 - a. be bored or jacked. **ABSOLUTELY NO OPEN CUTS WITHIN COUNTY ROAD PAVEMENT;**
 - b. be pressure grouted for the full length of the crossing *if* the annular space between pipe and casing and soil exceeds one (1) inch. Brazos County must be given 24 hours notice of pressure grouting operations and have the opportunity to have an inspector on site to observe pressure grouting operations;
 - c. TxDOT Standard Specification Item 476 shall be followed for all boring, jacking, tunneling and joints.
9. Bore Pits
 - a. no pits shall remain open longer than 2 days;

- b. all pits shall have proper traffic control measures in place. See Traffic Control Plan listed above.
 - c. pits shall NOT be located within ten (10) feet from the edge of pavement without prior approval from the County Engineer or his representative;
 - d. when pits are to remain open for more than 8 hours, due diligence will be used in protecting the spoil pile to prevent drainage problems;
 - e. based upon soil conditions, the County Engineer or his representative may require shoring to protect pavement integrity;
 - f. based upon soil conditions, the County Engineer or his representative may require pits be placed further from the edge of road.
10. Any installation within ten (10) feet of edge of pavement shall meet the following:
- a. location must be approved by the County Engineer or his representative
 - b. backfilled with cement stabilized material.
 - c. based upon soil conditions, the County Engineer or his representative may require shoring to protect pavement integrity.
 - d. All excess water and mud shall be removed from the trench prior to backfilling. Any backfill placed during a rainy period or at other times where excess water cannot be prevented from entering the trench will be considered TEMPORARY and shall be replaced with PERMANENT cement stabilized material as soon as weather permits;
 - e. All disturbed base and pavement materials shall be removed and restored to the satisfaction of the County Engineer or his representatives.
 - f. No side or lateral tamping to fill voids under the base and pavement materials is allowed.
11. Company must be careful to not jeopardize the slope or integrity of the shoulder of the road. In the event Company damages the slope, shoulder or any other portion of the right-of-way, Company will be responsible for repairing the damage and replacing the right-of-way to the condition it was prior to commencing construction.
12. Operation of construction and/or maintenance equipment on the traveled surface of any improved County road will not be permitted, except in an instance whereby the laying, construction, maintenance and/or repair of cables, conduits and/or pole lines cannot be accomplished by any other method and in this event all such equipment shall be of the rubber tire variety. Appropriate traffic control shall be provided meeting TMUTCD requirements.
13. In the event said construction and/or maintenance and/or repair requires Company to remove, cut or jeopardize any section of the road (asphalt, cement, road base, etc), Company will be required to provide a performance bond or letter of credit securing necessary repairs. Said bond amount will be determined by the County Engineer.
14. The applicant shall submit a letter of "No Objection" from the Army Corps of Engineers for all designated wetlands and environmentally sensitive lands.

E. Emergency work

- 1. In the event Company is required to perform emergency services, that requires excavation in a County Right of Way, and unable to notify the County Engineer prior to conducting emergency repairs, Company shall notify County Engineer within 24 hours of beginning construction/repairs. This will allow the County Engineer and Road & Bridge Office an opportunity to inspect the site to ensure the integrity of the County Right of Way and traffic safety controls used.

F. Repairs to existing facilities

1. Maintenance and/or repair to existing cables, conduits, and/or pole lines which require disturbance of the soil, shall not be performed until plans describing such maintenance and/or repair have been approved by the County Engineer or designated representative and a permit has been obtained.

G. Relocation of utilities:

1. When and if the County Engineer determines that it is necessary for the construction, repair, improvement, alteration or relocation of all or any portion of said road, any or all poles, wires, pipes, cables or other facilities and appurtenances authorized hereunder, shall be removed from said road, or reset or relocated thereon, as required by the County Engineer within a reasonable time as determined by the County Engineer and Utility Company, and at the expense of the Utility Company.

H. High Pressure Pipelines

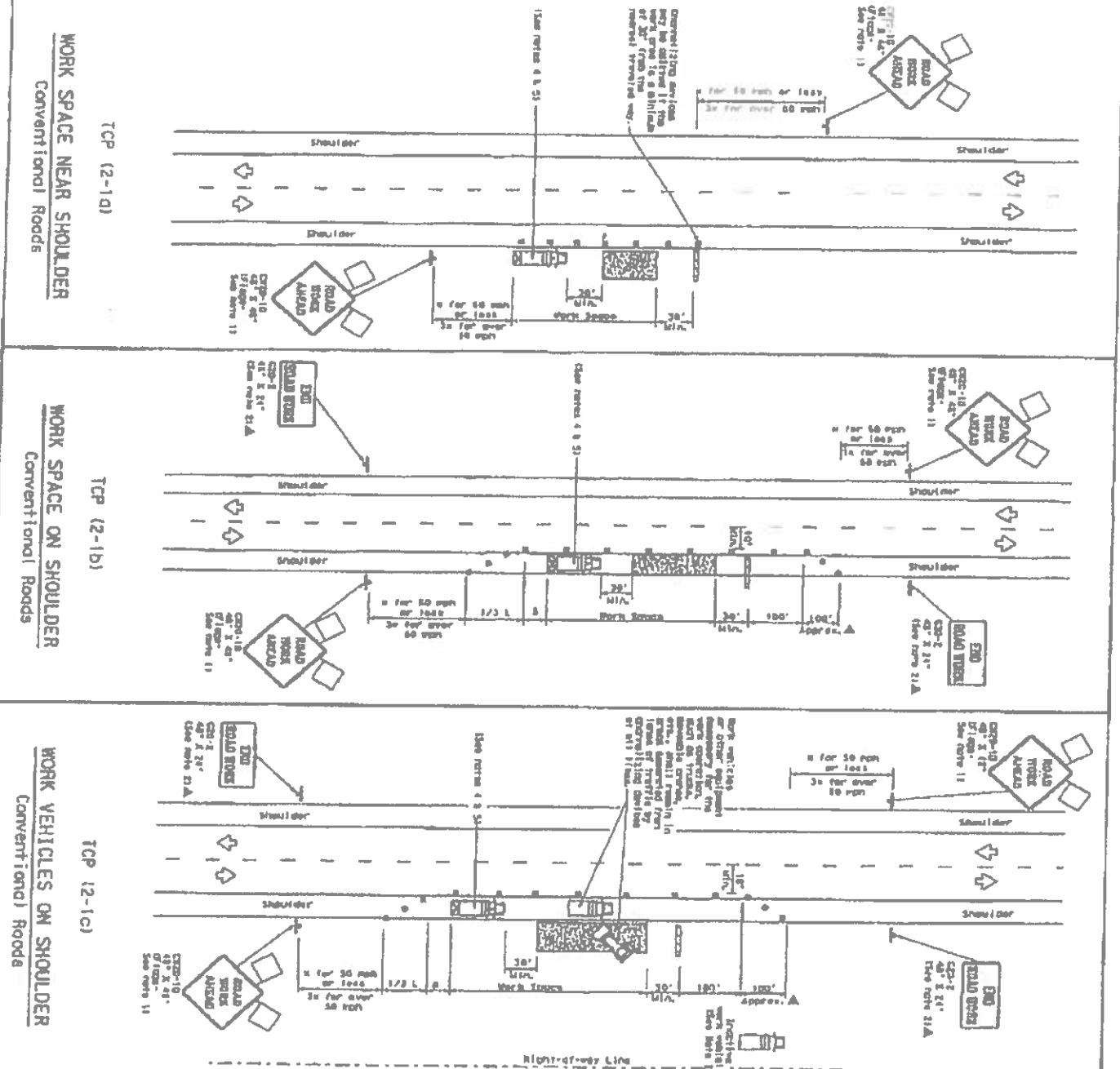
1. All utility Permits for high pressure pipelines (generally 60 PSI or greater), whether pertaining to controlled access or non-controlled access installations, should contain the following additional information in the description of the permit.
 - diameter
 - wall thickness
 - material specification
 - minimum yield strength
 - maximum operation pressure of the pipeline
2. With the exception of the maximum operation pressure of the pipeline, this information is to be supplied for both the carrier pipe and the casing.
3. Assurance must also be given that the installation material and design meet the minimum Federal Safety Standards for Liquid and Gas Pipe Lines. Assurance must be provided on company letterhead and signed by an authorized representative of the company.

4. Petroleum Pipelines:

<u>Type of Pipeline</u>	<u>Depth (below deepest ditch grade)</u>	<u>Special Requirements</u>
Encased Pipe	Less than 10'	Must be covered with concrete pad at least 36" deep
Encased Pipe	Greater than 10'	No concrete pad required
Non-Cased Pipe	Less than 10'	Must be covered with concrete pad at least 48" deep
Non-Cased Pipe	Greater than 10'	No concrete pad required

The Concrete pad shall be minimum of 3" thick and width shall be pipe diameter plus 18" minimum.

5. Under no circumstances will a pipeline be installed parallel to a County Road within the Right-of-Way. Transmission lines have been determined to be petroleum pipelines (which includes natural gas lines) and shall not be parallel to a County Road.
6. Natural Gas Distribution is a line that serves the final customer.



TRAFFIC CONTROL PLAN
CONVENTIONAL ROAD SHOULDER WORK

Texas Department of Transportation
Traffic Control Plans

TCP (2-11-12)

LEGEND

[Symbol]	Sign 3-Bar-Roads	[Symbol]	Changing Direction
[Symbol]	Heavy Work Vehicle	[Symbol]	Truck (Barred Arrow)
[Symbol]	Trailer (Barred Arrow)	[Symbol]	Perishable Commodity Vehicle (Sign 510n-CPAD)
[Symbol]	Tractor (Barred Arrow)	[Symbol]	Tractor (Sign 510n-CPAD)
[Symbol]	Tractor (Sign 510n-CPAD)	[Symbol]	Tractor (Sign 510n-CPAD)

GENERAL NOTES

1. Signs attached to signs shall be removed, or destroyed, before they are removed from the site.
2. All traffic control signs shall be removed from the site before they are removed from the site.
3. Signs shall be removed from the site before they are removed from the site.
4. Signs shall be removed from the site before they are removed from the site.
5. Signs shall be removed from the site before they are removed from the site.
6. Signs shall be removed from the site before they are removed from the site.
7. Signs shall be removed from the site before they are removed from the site.
8. Signs shall be removed from the site before they are removed from the site.
9. Signs shall be removed from the site before they are removed from the site.
10. Signs shall be removed from the site before they are removed from the site.

TYPICAL USAGE

Sign	Sign Size	Sign Color	Sign Shape	Sign Material	Sign Location	Sign Orientation
1-1	36" x 48"	White	Rectangle	Aluminum	On Road	Vertical
1-2	36" x 48"	White	Rectangle	Aluminum	On Road	Vertical
1-3	36" x 48"	White	Rectangle	Aluminum	On Road	Vertical
1-4	36" x 48"	White	Rectangle	Aluminum	On Road	Vertical
1-5	36" x 48"	White	Rectangle	Aluminum	On Road	Vertical
1-6	36" x 48"	White	Rectangle	Aluminum	On Road	Vertical
1-7	36" x 48"	White	Rectangle	Aluminum	On Road	Vertical
1-8	36" x 48"	White	Rectangle	Aluminum	On Road	Vertical
1-9	36" x 48"	White	Rectangle	Aluminum	On Road	Vertical
1-10	36" x 48"	White	Rectangle	Aluminum	On Road	Vertical

For construction or other work, traffic control signs for heavy vehicles can be found in the Texas Department of Transportation Traffic Control Plans Manual.



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 7/23/2024

ITEM: Approval of 3rd Quarter Contribution to the Brazos County Health District in the amount of \$119,507.25.

TO: Commissioners Court

DATE: 07/05/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

Description

Type

[FY_2024_Health_District_Contribution_Invoice.pdf](#)

Invoice

Backup Material

[Journal_Entry_CC072324_Health_District_Contribution.pdf](#)

Journal Entry

Backup Material



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: NUMBER:
DATE OF COURT MEETING: 7/23/2024
ITEM: Approval of 3rd Quarter Contribution to the Brazos County Health District in the amount of \$119,507.25.
TO: Commissioners Court
DATE: 07/05/2024
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
FY_2024_Health_District_Contribution_Invoice.pdf	Invoice	Backup Material
Journal_Entry_CC072324_Health_District_Contribution.pdf	Journal Entry	Backup Material

APPROVED

Duane Peters
County Judge

Date



Brazos County Health District



Public Health
Prevent. Promote. Protect.

INVOICE

Brazos County
Attn: Brian Pratt
200 S. Texas Ave., Ste 218
Bryan, Texas 77803

Mail Remittance to:
Brazos County Treasurer
200 So. Texas Ave., Suite 240
Bryan, Texas 77803

INVOICE DATE:

10/17/2023

INVOICE NUMBER:

BC0001-24

DESCRIPTION:

Brazos County's annual contribution, for fiscal year 2023-2024, in accordance with the Brazos County Public Health District Cooperative Agreement.

AMOUNT DUE:

\$478,029.00 (payable in 12 equal installments or at the District Member's election, quarterly)

Please make check(s) payable to: Brazos County Health District

478,029.00

4. =

10/17/2023

The Brazos County Health District operates under the umbrella of Brazos County Board of dedicated to providing quality preventative, educational and professional health services, w improve the health of the entire community.

Edit Journal

Last Saved 7/5/2024 9:22 AM

Journal Batch: CC 072324 | [Show More](#)

Journal Batch	CC 072324	Source	AutoCopy
Description	Expense 3rd Quarter FY 24 County Contribution to Health District	Approval Status	Required
Balance Type	Actual	Funds Status	Not attempted
* Accounting Period	Jul-24	Batch Status	Unposted
Attachments	None	Completion Status	Incomplete

Journal | [Show More](#)

Journal	CC 072324	Currency	USD US Dollar
Description	Expense 3rd Quarter FY 24 County Contribution to Health District	Conversion Date	7/5/2024
* Ledger	Brazos County Primary Ledger	Conversion Rate Type	User
* Accounting Date	7/5/2024	Conversion Rate	1
* Category	Manual	Inverse Conversion Rate	1

Journal Lines

Line	* Account	Account Description	Entered (USD)		Description
			Debit	Credit	
1	91000-00000000-11005200-00000-0000-000000	Health - County Health District-No Value-Depository Bank Account-No Value-No Value-No Value	119,507.25		Expense 3rd Quarter FY 24 County Contribution to Health
2	91000-00000000-43041200-00000-0000-000000	Health - County Health District-No Value-Participation - Brazos County-No Value-No Value-No Value		119,507.25	Expense 3rd Quarter FY 24 County Contribution to Health
3	01000-11002000-73510000-00000-0000-000000	General Fund-Community Support-Health Division - County Support-No Value-No Value-No Value	119,507.25		Expense 3rd Quarter FY 24 County Contribution to Health
4	01000-00000000-11005200-00000-0000-000000	General Fund-No Value-Depository Bank Account-No Value-No Value-No Value		119,507.25	Expense 3rd Quarter FY 24 County Contribution to Health
Total			239,014.50	239,014.50	



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 7/23/2024

ITEM:

Overpayments

- a. Storage Senses - College Station - \$158.26
- b. IMA Enterprises - \$4,506.11
- c. BABS LLC - \$20.95
- d. Angel & Karla Cacho-Negrete - \$1,016.64
- e. Theresa Fontana - \$13.63

TO: Commissioners Court

DATE: 07/16/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

[CC_Refund_Request_07_19_2024
\(002\).pdf](#)

Description

Tax Refund Applications

Type

Backup Material

Kristeen Roe, CTA, PCC
Brazos County Tax Assessor/Collector
 4151 County Park Ct
 Bryan TX 77802
 979-775-9930
 979-775-9938 Fax

REFUNDS PENDING 07/16/2024

REQUESTOR	STORAGE SENSE – COLLEGE STATION
ADDRESS	3501 CONCORD RD, STE 350, YORK, PA 17402
OWNER NAME	FULTONBSH CSTX I LLC
PROP ID#	98035
REFUND AMOUNT	\$158.26

REQUESTOR	IMA ENTERPRISES ATTN: CORI SNYDER
ADDRESS	102 S MAIN ST, BRYAN, TX 77803
OWNER NAME	EVORA LLC
PROP ID#	31614
REFUND AMOUNT	\$4506.11

REQUESTOR	BABS LLC
ADDRESS	1489 CHEROKEE DR COLLEGE STATION TX 77845
OWNER NAME	ALISA & BRIAN MCDONALD
PROP ID#	403972
REFUND AMOUNT	\$ 20.95

REQUESTOR	ANGEL & KARLA CACHO-NEGRETE
ADDRESS	2107 JOSEPH CREEK CT COLLEGE STATION TX 77845
OWNER NAME	ANGEL & KARLA CACHO-NEGRETE
PROP ID#	301705
REFUND AMOUNT	\$ 1016.64

REQUESTOR	THERESA FONTANA
ADDRESS	111 KNOB HL COLDSRING TX 77331
OWNER NAME	THERESA FONTANA
PROP ID#	434681
REFUND AMOUNT	\$ 13.63

REQUESTOR	
ADDRESS	
OWNER NAME	
PROP ID#	
REFUND AMOUNT	

REQUESTOR	
ADDRESS	
OWNER NAME	
PROP ID#	
REFUND AMOUNT	

REQUESTOR	
ADDRESS	
OWNER NAME	
PROP ID#	
REFUND AMOUNT	

APPLICATION FOR TAX REFUND

Collecting Office Name
Brazos County Tax Office
4151 County Park Court
Bryan, Texas 77802 Ph. 979-775-9930

Collecting Tax for: (taxing entities)
Brazos County, City of Bryan, City of College Station
Bryan ISD, College Station ISD, F1, F2, F3, F4,
City of Kurten, Navasota ISD

OWNER'S NAME AND ADDRESS

FULTONBSH CSTX I LLC
ONE PRESIDENTIAL BLVD STE 201
BALA CYNWYD PA 19004-1019

PROPERTY DESCRIPTION

Legal: BUSINESS PERSONAL PROPERTY
Address: 11990 OLD WELLBORN RD ,
Account # 98035

TAX PAYMENT INFORMATION

Name of Taxing Unit	Tax Year of Refund	Payment Date	Amount Paid	Refund Amount Requested
ZREFUND	2023	06/06/2024	\$178.83	\$158.26

Taxpayer's reason for refund: OP-Overpayment

REFUND TO:

STORAGE SENSE-COLLEGE STATION
3501 CONCORD RD STE 350
YORK PA 17402

Sign below and return form to the Brazos County Tax Office.
"I hereby apply for the refund of the above-described taxes and certify that the information on this form is true and correct."

Justin Price
Signature
609-602-0246
Phone #

7/3/2024
Date
jprice@citylinecapital.com
Email Address

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.

TAX REFUND DETERMINATION

The tax refund is Approved Disapproved

[Signature]
Authorized Officer Signature

7/23/24
Date

Authorized Officer of taxing unit for refund applications over amount required under Section 31.11 Tax Code

Authorized Officer Signature

Date

TAX RECEIPT

06/06/2024 04:06PM

KRISTEEN ROE, CTA PH# (979) 775-9930
 BRAZOS COUNTY TAX ASSESSOR COLLECTOR
 4151 COUNTY PARK CT
 BRYAN, TX 77802

Receipt Number	
3355054	
Date Posted	06/06/2024
Payment Type	P
Payment Code	Over/Refund
Total Paid	\$178.83

PAID BY:

STORAGE SENSE COLLEGE STATION
 3501 CONCORD RD STE 350
 YORK, PA 17402

Property ID	Geo.	Legal Acres	Owner Name and Address			
98035	899600-0000-1324	0.0000	FULTONBSH CSTX I LLC ONE PRESIDENTIAL BLVD STE 201 BALA CYNWYD, PA 19004-1019			
Legal Description						
BUSINESS PERSONAL PROPERTY						
Situs		DBA Name				
11990 OLD WELLBORN RD		STORAGE SENSE				

Entity	Year	Rate	Taxable Value	Stmt #	Void	Original Tax	Discnts	P&I	Att Fees	Overage	Amount Pd
Z REFUND ENTITY	2023	0.00000	0	149175	N	158.26	0.00	0.00	0.00	0.00	158.26
CAD BP	2023	0.00000	0	47695	N	0.08	0.00	0.01	0.00	0.00	0.09
BRAZOS COUNTY CITY OF COLL.	2023	0.40970	7,500	47695	N	3.53	0.00	0.54	0.00	0.00	4.07
STAT. BP COLLEGE STATION	2023	0.00000	0	47695	N	0.42	0.00	0.06	0.00	0.00	0.48
ISD BP	2023	0.00000	0	47695	N	0.79	0.00	0.12	0.00	0.00	0.91
BRAZOS COUNTY BP CITY OF COLL.	2023	0.00000	0	47695	N	0.34	0.00	0.05	0.00	0.00	0.39
STAT. COLLEGE STATION	2023	0.51309	7,500	47695	N	4.42	0.00	0.66	0.00	0.00	5.08
ISD	2023	0.96220	7,500	47695	N	8.31	0.00	1.24	0.00	0.00	9.55
											178.83

Balance Due As Of 06/06/2024: -158.26

Tender	Details	Description	Amount
Check	1195		178.83
			178.83

Operator	Batch	Total Paid
tmoore	51677 (06/06/2024TM)	178.83

APPLICATION FOR TAX REFUND

Collecting Office Name
Brazos County Tax Office
4151 County Park Court
Bryan, Texas 77802 Ph. 979-775-9930

Collecting Tax for: (taxing entities)
Brazos County, City of Bryan, City of College Station
Bryan ISD, College Station ISD, F1, F2, F3, F4,
City of Kurten, Navasota ISD

OWNER'S NAME AND ADDRESS

EVORA LLC
3515 LONGMIRE DR STE B262
COLLEGE STATION TX 77840-5489

PROPERTY DESCRIPTION

Legal: LITTLE KNIGHT, LOT 8
Address: 508 AURORA CT ,
Account # 31614

TAX PAYMENT INFORMATION


Name of Taxing Unit	Tax Year of Refund	Payment Date	Amount Paid	Refund Amount Requested
ZREFUND	2023	06/26/2024	\$4506.11	\$4506.11

Taxpayer's reason for refund: OP-Overpayment

REFUND TO:

IMA ENTERPRISES
ATTN: CORI SNYDER
102 S MAIN ST
BRYAN, TX 77803

Sign below and return form to the Brazos County Tax Office.
"I hereby apply for the refund of the above-described taxes and certify that the information on this form is true and correct."



Signature

7/8/2024

Date

915-307-0276

Phone #


Corisnyderrealtor@gmail.com

Email Address

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.

TAX REFUND DETERMINATION

The tax refund is Approved Disapproved



Authorized Officer Signature

7/23/24

Date

Authorized Officer of taxing unit for refund applications over amount required under Section 31.11 Tax Code

Authorized Officer Signature

Date

TAX RECEIPT

06/26/2024 02:14PM

KRISTEEN ROE, CTA PH# (979) 775-9930
BRAZOS COUNTY TAX ASSESSOR COLLECTOR
4151 COUNTY PARK CT
BRYAN, TX 77802

Receipt Number	
3359440	
Date Posted	06/26/2024
Payment Type	P
Payment Code	Over/Refund
Total Paid	\$4,506.11

PAID BY:

IMA ENTERPRISES
ATTN: CORI SNYDER
102 S MAIN ST
BRYAN, TX 77803

Property ID	Geo	Legal Acres	Owner Name and Address								
31614	388500-0000-0080	0.0000	EVORA LLC 3515 LONGMIRE DR STE B262 COLLEGE STATION, TX 77840-5489								
Legal Description			LITTLE KNIGHT, LOT 8								
Situs	DBA Name		508 AURORA CT								
Entity	Year	Rate	Taxable Value	Stmt #	Void	Original Tax	Discnts	P&I	Att Fees	Overage	Amount Pd
Z REFUND ENTITY	2023	0.00000	0	149220	N	4,506.11	0.00	0.00	0.00	0.00	4,506.11
Balance Due As Of 06/26/2024: -4506.11											

Tender	Details	Description	Amount
Check	202696974		4506.11
			4506.11

Operator	Batch	Total Paid
lemerson	51996 (06262024_LE)	4,506.11

APPLICATION FOR TAX REFUND

Collecting Office Name
Brazos County Tax Office
4151 County Park Court
Bryan, Texas 77802 Ph. 979-775-9930

Collecting Tax for: (taxing entities)
Brazos County, City of Bryan, City of College Station
Bryan ISD, College Station ISD, F1, F2, F3, F4,
City of Kurten, Navasota ISD

OWNER'S NAME AND ADDRESS

MCDONALD ALISA & BRIAN
1489 CHEROKEE DR
COLLEGE STATION TX 77845-8446

PROPERTY DESCRIPTION

Legal: SUNSET RIDGE, SPACE 134 SUNSET WAY, SER# FLE240TX1637813A, HUD# PFS1165570
Address: 134 SUNSET WAY (PVT) ,
Account # 403972

TAX PAYMENT INFORMATION

Name of Taxing Unit	Tax Year of Refund	Payment Date	Amount Paid	Refund Amount Requested
ZREFUND	2023	05/31/2024	\$1204.43	\$20.95


Taxpayer's reason for refund: OP-Overpayment

REFUND TO:

BABS, LLC
1489 CHEROKEE DR
COLLEGE STATION TX 77845

Sign below and return form to the Brazos County Tax Office.

"I hereby apply for the refund of the above-described taxes and certify that the information on this form is true and correct."



Signature

6/30/2024

Date

979-219-2217

Phone #

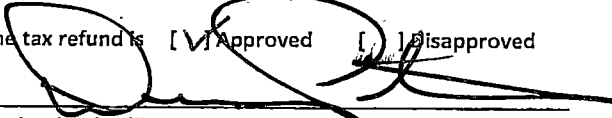
Alisamedonald@gmail.com

Email Address

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.

TAX REFUND DETERMINATION

The tax refund is Approved Disapproved



Authorized Officer Signature

7/23/24

Date

Authorized Officer of taxing unit for refund applications over amount required under Section 31.11 Tax Code

Authorized Officer Signature

Date

TAX RECEIPT

06/06/2024 03:47PM

KRISTEEN ROE, CTA PH# (979) 775-9930
 BRAZOS COUNTY TAX ASSESSOR COLLECTOR
 4151 COUNTY PARK CT
 BRYAN, TX 77802

Receipt Number	
3355052	
Date Posted	05/31/2024
Payment Type	P
Payment Code	Over/Refund
Total Paid	\$1,204.43

PAID BY:

BABS LLC
 1489 CHEROKEE DR
 COLLEGE STATION, TX 77845-8446

Property ID 403972	Geo 702019-0000-0245	Legal Acres 0.0000	Owner Name and Address MCDONALD ALISA & BRIAN 1489 CHEROKEE DR COLLEGE STATION, TX 77845-8446
Legal Description SUNSET RIDGE, SPACE 134 SUNSET WAY, SER# FLE240TX1637813A, HUD# PFS1165670			
Situs 134 SUNSET WAY (PVT)		DBA Name	

Entity	Year	Rate	Taxable Value	Stmnt #	Void	Original Tax	Discnts	P&I	Att Fees	Overage	Amount Pd
Z REFUND ENTITY	2023	0.00000	0	149168	N	20.95	0.00	0.00	0.00	0.00	20.95
EMG SVCS DIST #1 COLLEGE STATION	2023	0.02071	75,206	85700	N	15.58	0.00	2.02	0.00	0.00	17.60
ISD	2023	0.96220	75,206	85700	N	723.63	0.00	94.07	0.00	0.00	817.70
BRAZOS COUNTY	2023	0.40970	75,206	85700	N	308.12	0.00	40.06	0.00	0.00	348.18
											1,204.43

Balance Due As Of 05/31/2024: -20.95

Tender	Details	Description	Amount
Check	1054		1204.43
			1204.43

Operator crsalgado	Batch 51682 (06/06/2024_CRS)		Total Paid: 1,204.43
-----------------------	---------------------------------	--	--------------------------------

APPLICATION FOR TAX REFUND

Collecting Office Name
Brazos County Tax Office
4151 County Park Court
Bryan, Texas 77802 Ph. 979-775-9930

Collecting Tax for: (taxing entities)
Brazos County, City of Bryan, City of College Station
Bryan ISD, College Station ISD, F1, F2, F3, F4,
City of Kurten, Navasota ISD

OWNER'S NAME AND ADDRESS
CACHO-NEGRETE ANGEL & KARLA
2107 JOSEPH CREEK CT
COLLEGE STATION TX 77845-3868

PROPERTY DESCRIPTION
Legal: WILLIAMS CREEK PH 1, BLOCK 1, LOT 4, ACRES 1.407
Address: 2107 JOSEPH CREEK CT ,
Account # 301705

TAX PAYMENT INFORMATION

Name of Taxing Unit	Tax Year of Refund	Payment Date	Amount Paid	Refund Amount Requested
ZREFUND	2023	06/27/2024	\$8836.95	\$1016.64

Taxpayer's reason for refund: OP-Overpayment

REFUND TO:
CACHO-NEGRETE ANGEL & KARLA
2107 JOSEPH CREEK CT
COLLEGE STATION TX 77845-3868

Sign below and return form to the Brazos County Tax Office.
"I hereby apply for the refund of the above-described taxes and certify that the information on this form is true and correct."

Karla Cachon-Negrete
Signature

(979) 224-0635
Phone #

July 8, 2024
Date

kcachonegrete@yahoo.com
Email Address

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.

TAX REFUND DETERMINATION

The tax refund is Approved Disapproved

Authorized Officer Signature

7/23/24
Date

Authorized Officer of taxing unit for refund applications over amount required under Section 31.11 Tax Code

Authorized Officer Signature

Date

TAX RECEIPT

06/27/2024 09:42AM

KRISTEEN ROE, CTA PH# (979) 775-9930
 BRAZOS COUNTY TAX ASSESSOR COLLECTOR
 4151 COUNTY PARK CT
 BRYAN, TX 77802

Receipt Number	
3359760	
Date Posted	06/27/2024
Payment Type	P
Payment Code	Over/Refund
Total Paid	\$8,836.95

PAID BY:

CACHO-NEGRETE ANGEL & KARLA
 2107 JOSEPH CREEK CT
 COLLEGE STATION, TX 77845-3868

Property ID	Geo	Legal Acres	Owner Name and Address
301705	660050-0101-0040	1.4070	CACHO-NEGRETE ANGEL & KARLA 2107 JOSEPH CREEK CT COLLEGE STATION, TX 77845-3868
Legal Description			
WILLIAMS CREEK PH 1, BLOCK 1, LOT 4, ACRES 1.407			
Situs	DBA Name		
2107 JOSEPH CREEK CT			

Entity	Year	Rate	Taxable Value	Stmt #	Void	Original Tax	Discnts	P&I	Att Fees	Overage	Amount Pd
Z REFUND ENTITY	2023	0.00000	0	149225	N	1,016.64	0.00	0.00	0.00	0.00	1,016.64
BRAZOS COUNTY CITY OF COLL.	2023	0.40970	893,220	20868	N	1,829.76	0.00	0.00	0.00	0.00	1,829.76
STAT. COLLEGE STATION	2023	0.51309	847,564	20868	N	2,174.37	0.00	0.00	0.00	0.00	2,174.37
ISD	2023	0.96220	793,220	20868	N	3,816.18	0.00	0.00	0.00	0.00	3,816.18
											8,836.95

Balance Due As Of 06/27/2024: -1016.64

Tender	Details	Description	Amount
Check	496		8836.95
			8836.95

Operator	Batch	Total Paid
imoore	52017 (06/27/2024TM)	8,836.95

APPLICATION FOR TAX REFUND

Collecting Office Name
Brazos County Tax Office
4151 County Park Court
Bryan, Texas 77802 Ph. 979-775-9930

Collecting Tax for: (taxing entities)
Brazos County, City of Bryan, City of College Station
Bryan ISD, College Station ISD, F1, F2, F3, F4,
City of Kurten, Navasota ISD

OWNER'S NAME AND ADDRESS

FONTANA THERESA ANN STIBORIK
9846 STABLEWAY DR
HOUSTON TX 77065-4332

PROPERTY DESCRIPTION

Legal: GOLDEN 30027631-000 WILDFIRE ENER/GIDDINGS (EAGLEFORD) AB 48 /RUIZ, F SUR
.0008812000 R
Address:
Account # 434681

TAX PAYMENT INFORMATION

Name of Taxing Unit	Tax Year of Refund	Payment Date	Amount Paid	Refund Amount Requested
ZREFUND	2023	06/12/2024	\$191.04	\$13.63

Taxpayer's reason for refund: OP-Overpayment

REFUND TO:

FONTANA THERESA
111 KNOB HL
COLDSRING, TX 77331

Sign below and return form to the Brazos County Tax Office.

"I hereby apply for the refund of the above-described taxes and certify that the information on this form is true and correct."

T Fontana
Signature

7-10-24
Date

713-204-5864
Phone #

theresa19846@sbcglobal.net
Email Address

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.

TAX REFUND DETERMINATION

The tax refund is Approved Disapproved

[Signature]
Authorized Officer Signature

7/23/24
Date

Authorized Officer of taxing unit for refund applications over amount required under Section 31.11 Tax Code

Authorized Officer Signature

Date

TAX RECEIPT

06/12/2024 09:42AM

KRISTEEN ROE, CTA PH# (979) 775-9930
BRAZOS COUNTY TAX ASSESSOR COLLECTOR
4151 COUNTY PARK CT
BRYAN, TX 77802

Receipt Number

3355586

Date Posted 05/31/2024
Payment Type P
Payment Code Over/Refund
Total Paid \$191.04

PAID BY:

FONTANA THERESA
111 KNOB HL
COLDSRING, TX 77331

Property ID	Geo	Legal Acres	Owner Name and Address									
434681	30-027631-000-R-030027631000R001059	0.0000	FONTANA THERESA ANN STIBORIK 9846 STABLEWAY DR HOUSTON, TX 77065-4332									
Legal Description												
GOLDEN 30027631-000 WILDFIRE ENER/GIDDINGS (EAGLEFORD) AB 48 /RUIZ, F SUR .0008812000												
Situs	DBA Name											
Entity	Year	Rate	Taxable Value	Stmt #	Void	Original Tax	Discnts	P&I	Att Fees	Overage	Amount Pd	
Z REFUND ENTITY	2023	0.00000	0	149190	N	13.63	0.00	0.00	0.00	0.00	13.63	
EMG SVCS DIST #4	2023	0.05206	11,128	45799	N	5.79	0.00	0.75	0.00	0.00	6.54	
BRYAN ISD	2023	0.94920	11,128	45799	N	105.63	0.00	13.72	0.00	0.00	119.35	
BRAZOS COUNTY	2023	0.40970	11,128	45799	N	45.59	0.00	5.93	0.00	0.00	51.52	191.04
												Balance Due As Of 05/31/2024: -13.63

Tender	Details	Description	Amount
Check	0004574190		191.04
			191.04

Operator Batch
Iemerson 51775 (06122024_AP)

Total Paid
191.04



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Budget Office NUMBER:
DATE OF COURT MEETING: 7/23/2024
ITEM: • FY 23/24 Budget Amendments 40.01 - 40.09
TO: Commissioners Court
FROM: Nina Payne
DATE: 07/18/2024
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00
ACTION REQUESTED OR ALTERNATIVES: Request approval.

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
40_Coversheet.pdf	FY 24 Budget Amendments 40.01 - 40.09 Coversheet	Cover Memo
40_edits.pdf	FY 24 Budget Amendments 40.01 - 40.09	Budget Amendment

BRAZOS COUNTY, TEXAS

BUDGET AMENDMENT(S) FOR THE 2023-2024 BUDGET YEAR

NO. 23/24 40.01 – 40.09

On this the 23rd day of July 2024 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. Chuck Konderla, Commissioner, Precinct 2
- D. Nancy Berry, Commissioner, Precinct 3
- E. Wanda Watson, Commissioner, Precinct 4
- F. Karen McQueen, County Clerk

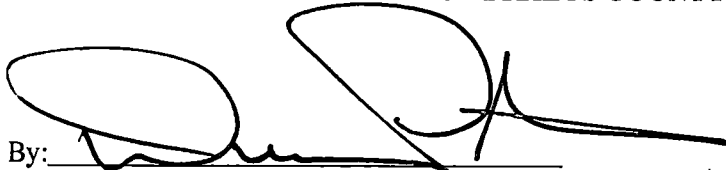
The following proceedings were held:

THAT WHEREAS, on 23rd day of July 2024 the Court heard and approved a budget amendment(s) for the 2023-2024 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 19 September 2023, the following amendment(s) to the original budget are hereby authorized, as described on the attached page(s).

ADOPTED AND APPROVED this the 23rd day of July 2024.

THE COMMISSIONERS COURT OF BRAZOS COUNTY, TEXAS.

By: 
Duane Peters, County Judge

Original: County Clerk's Office and
Attached to the original budget



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Human Resources NUMBER:
DATE OF COURT MEETING: 7/23/2024
ITEM: • Approval of Personnel Change of Status
TO: Commissioners Court
DATE: 07/18/2024
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
Personnel Change of Status - Public - 07-23-2024.pdf	Cover Sheet	Cover Memo

Personnel Change of Status

(Jul 18, 2024)

Commissioners' Court Date: 07-23-2024
Department Submitting Information: Human Resources
Purpose of Submissions: Consider and Take Action on Change

Employment

Department Name	Employee Name
Court Support - Criminal	Beaty, Benjamin
District Attorney - Crime Fund - Administration	Carrillo, Perla
Juvenile Services - Detention	Ellis, Stephenie
Justice of Peace - Precinct 3 - Administration	Garcia, Dina

Separations

Department Name	Employee Name
Juvenile Services - Detention	Allen, Shunda
Emergency Management - Administration	Bailey-Meade, Michele
Juvenile Services - Detention	Burns, Nicholas
Sheriff Office - Jail Administration	Cross, Jack
Sheriff Office - Administration	Reddick, Mary
Exposition Center - Administration	Saucedo, Alejandro
Sheriff Office - Jail Administration	Suhl, Benjamin
District Attorney - Administration	Swearingen, Windy

Personell Action Forms

Department Name	Employee Name
County Specialty Court Program	Garcia, Dana
County Specialty Court Program	Gribble, Jerry II
County Specialty Court Program	Younis, Stephanie
District Attorney - Administration	Allen, Kelly
Sheriff Office- Administration	Bachmeyer, Brian
Sheriff Office- Administration	Braly, Christopher

Sheriff Office- Administration	Donaldson, Dillon
Sheriff Office- Administration	Lindley, Douglas
Sheriff Office- Administration	Oldham III, Clarence
Sheriff Office- Administration	Ortega, Gabriel
Sheriff Office- Administration	Pace III, Lonnie
Sheriff Office- Administration	Re, Brittany
Sheriff Office- Administration	Thomas, Eric
Sheriff's Office - Jail Administration	Belangeri, Abigail
Sheriff's Office - Jail Administration	Bolf, Michael
Sheriff's Office - Jail Administration	Bryant, Dylan
Sheriff's Office - Jail Administration	Burns, Precious
Sheriff's Office - Jail Administration	Foketi, Alani
Sheriff's Office - Jail Administration	Ford, Coleman
Sheriff's Office - Jail Administration	Gutierrez, Alexa
Sheriff's Office - Jail Administration	Hales, Brian
Sheriff's Office - Jail Administration	Harris, Ashley
Sheriff's Office - Jail Administration	Hernandez, Albert III
Sheriff's Office - Jail Administration	Kelly, Kylie
Sheriff's Office - Jail Administration	Lyle, Kelsey
Sheriff's Office - Jail Administration	Ornelas, Cesar
Sheriff's Office - Jail Administration	Pedersen, Zane
Sheriff's Office - Jail Administration	Shaw, Tyler
Sheriff's Office - Jail Administration	Taylor, Tiarra
Sheriff's Office - Jail Administration	Wilcox, David
Sheriff's Office - Jail Administration	Wilson, Kenneth
Sheriff's Office - Jail Administration	Young, Deondra
Sheriff's Office - Jail Administration	Zolli, Jared
Tax Assessor Collector	Hill, Jon

Tax Assessor/Collector	Robinson, Arquetta

Approved in Commissioners' Court: 07-23-2024

County Judge's or Commissioner's Signature:

A handwritten signature in black ink, appearing to be 'D. Robinson', written over a horizontal line.

(This Copy to be attached to minutes)



BRAZOS COUNTY
BRYAN, TEXAS

CLAIMS

COMMISSIONERS COURT MEETING: July 23, 2024

CLAIMS TO BE PAID BY BRAZOS COUNTY:

CLAIM # 8203839 Thru CLAIM # 8204059
CLAIM # 9201666 Thru CLAIM # 9201770

The Court voted unanimously to approve these Claims as submitted.

Duane Peters
County Judge

Karen McQueen
County Clerk



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 7/23/2024

ITEM: Acknowledgement of the Brazos County Emergency Services District (ESD) #1 Independent Auditor's Report and Financial Statements for the year ended September 30, 2023.

TO: Commissioners Court

DATE: 07/11/2024

FISCAL IMPACT: False

BUDGETED: False

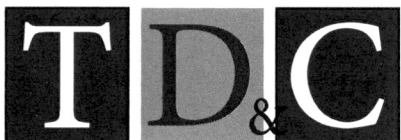
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

Description **Type**

2024-07-11_Independent_Auditor_s_Report_and_Financial_Statements_for_the_year_ended_September_30_2023_-_ESD_#1.pdf	Brazos County ESD #1 - Independent Auditor's Report and Financial Statements for the year ended September 30, 2023	Backup Material
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THOMPSON, DERRIG & CRAIG, P.C.
Certified Public Accountants

**BRAZOS COUNTY EMERGENCY SERVICES
DISTRICT NO. 1**

INDEPENDENT AUDITOR'S REPORT

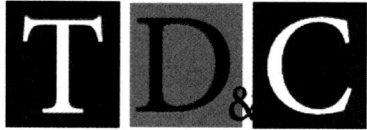
AND

FINANCIAL STATEMENTS

SEPTEMBER 30, 2023

TABLE OF CONTENTS

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Independent Auditor's Report	1 - 2
Management's Discussion and Analysis	3 - 6
Statement of Net Position and Governmental Balance Sheet	7
Statement of Activities and Governmental Fund Revenues, Expenditures and Changes in Fund Balance	8
Statement of Activities - Budget and Actual	9
Notes to Financial Statements	10 - 15



THOMPSON, DERRIG & CRAIG, P.C.
Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT

To the Board of Commissioners
Brazos County Emergency Services District No. 1

Opinion

We have audited the accompanying financial statements of the governmental activities and the major (general) fund of Brazos County Emergency Services District No. 1 (the District) as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and the major fund of the District as of September 30, 2023, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Ronnie Craig, CPA | Dillard Leverkus, CPA
Lyn Kuciemba, CPA | James Larkin, CPA | AJ Taylor, CPA | R. Logan Kendrick, CPA, ABV

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages 3-6 and page 9 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Thompson, Derrig & Craig, PC

THOMPSON, DERRIG & CRAIG, PC

June 19, 2024



MANAGEMENT'S DISCUSSION AND ANALYSIS

In accordance with Governmental Accounting Standards Board ("GASB") Statement No. 34, the management of Brazos County Emergency Services District No. 1 (the District) offers the following financial performance of the District for the year ended September 30, 2023. The analysis is based on currently known facts, decisions, or economic conditions. It presents short and long-term analysis of the District's activities, compares current year results with those of the prior year, and discusses the positive and negative aspects of that comparison. Please read in conjunction with the District's financial statements that follow.

DISTRICT PROFILE

Five persons are appointed by the County Judge and Commissioners Court as Emergency Service District Commissioners District No. 1 for two-year terms with a three- and two-person rotation. They function as a board with regularly scheduled meetings every second Tuesday of the month as stated by an agenda posted at the county courthouse. The District maintains P.O. Box 696, Millican, Texas 77866 as a working address.

The District contracts with South Brazos County Fire Department to provide fire, rescue, and emergency medical services to 110 square miles of rural south Brazos County with an all-volunteer staff of firefighters working in the four fire stations located at 14841 South Dowling, 3030 Wingfall Street, 1601 Greens Prairie Road, and 1550 Arrington Road. In addition, the District employs paid firefighters who provide services similar as the volunteers.

Our discussion and analysis of the District's financial performance provides an overview of the District's financial activities for the fiscal year ended September 30, 2023. Please read it in conjunction with the District's financial statements, which begin on page 7.

Financial Highlights:

- Net Position at the close of the most recent period was \$4,565,170.

For purposes of GASB Statement No. 34, the District is considered a special-purpose government. This allows the District to present the required fund and government-wide statements in a single schedule. The requirement for fund financial statements that are prepared on the modified accrual basis of accounting is met with the "General Fund" column. An adjustment column includes those entries needed to convert to the full-accrual basis government-wide statements. Government-wide statements are comprised of the State of Net Position and the Statement of Activities.

The District operates five bank accounts (two operating accounts, property tax, sales tax, money market), and an investment account with the Texas Cooperative Liquid Assets Securities System Trust (Texas CLASS). The District has three sources of income as of September 30, 2023,

namely property and sales taxes and interest earned on their deposits and investments. The major expenses of the District are payroll, station operations and capital improvement costs.

The Brazos County Tax Assessor Office computes the tax information and notifies District #1 on the legal requirements. District #1 under current law is limited to a maximum tax rate of \$0.03 per hundred dollars of taxable value. The commissioners set the effective tax rate of \$0.0225630/100 for 2022 (for the year ended September 30, 2023).

Overview of the Basic Financial Statements

The District's reporting is comprised of two parts:

- Management's Discussion and Analysis (this section)
- Basic Financial Statements:
 - Statement of Net Position and Governmental Fund Balance Sheet
 - Statement of Activities and Governmental Fund Revenues, Expenditures and Changes in Fund Balance
 - Statement of Revenues, Expenditures, and Changes in Fund Balance—Budget and Actual—General Fund
 - Notes to Basic Financial Statements

The Statement of Net Position and Governmental Fund Balance Sheet includes a column titled "General Fund" that represents a balance sheet prepared using the modified accrual basis of accounting. The adjustments column converts those balances to a balance sheet that more closely reflects a private-sector business. Over time, increases or decreases in the District's net position will indicate financial health.

The Statement of Activities and Governmental Fund Revenues, Expenditures, and Changes in Fund Balance includes a column titled "General Fund" that derives the change in fund balance resulting from current year revenues and expenditures. These amounts are prepared using the modified accrual basis of accounting. The adjustments column converts those activities to full accrual, a basis that more closely represents the income statement of a private-sector business.

The Statement of Revenues, Expenditures, and Changes in Fund Balance –Budget and Actual—General Fund presents a comparison statement between the District's adopted budget to its actual results.

The Notes to Basic Financial Statements provide additional information that is essential to a full understanding of the information presented in the financial statements.

The District as a Whole

The District's combined net position for the years ending September 30, 2023 and 2022 are as shown in the table below. Our analysis below focuses on the net position and changes in the net position of the District's governmental activities as reported on the accrual basis of accounting.

STATEMENT OF NET POSITION

	2023	2022
Cash	\$ 1,039,059	\$ 2,077,649
Investments	2,115,389	-
Other current assets	135,428	107,220
Fixed assets, net	1,301,470	954,725
Total Assets	\$ 4,591,346	\$ 3,139,594
Current liabilities	\$ 26,176	\$ 2,552
Net position:		
Net investments in capital assets	1,301,470	954,725
Unrestricted	3,263,700	2,182,317
Total net position	4,565,170	3,137,042
Total Liabilities & Net Position	\$ 4,591,346	\$ 3,139,594

The changes in net position for the respective periods are also shown in the table below:

REVENUE		
Property tax revenue	\$ 496,031	\$ 493,599
Sales tax revenue	1,828,454	1,426,999
Interest income and other income	67,879	917
Total Revenue	2,392,364	1,921,515
EXPENSES		
Administration	27,652	15,904
Bookkeeping	55,531	55,186
Contract services	129,875	31,404
Depreciation	186,284	163,971
Automobile	23,011	12,189
Insurance	75,912	57,982
Payroll	288,913	46,739
Utilities	16,597	14,338
License & Fees	21,904	10,085
Supplies and maintenance	125,336	32,949
Telephone	12,874	7,362
Total Expenses	963,889	448,109
Excess (Deficit) of Revenues over Expenses	1,428,475	1,473,406
Net Position, Beginning of Year	3,136,695	1,663,289
Net Position, End of Year	\$ 4,565,170	\$ 3,136,695

Total revenues increased from the prior year due to the addition of sales tax, while total expenditures increased primarily due to the addition of payroll expenses.

Capital Assets

At September 30, 2023 and 2022, the District had the following capital assets in operation:

	<u>2023</u>	<u>2022</u>
Buildings	\$ 654,854	\$ 654,854
Equipment	3,586,297	2,847,769
Land	12,000	12,000
Accumulated depreciation	<u>(2,951,681)</u>	<u>(2,555,245)</u>
	<u>\$ 1,301,470</u>	<u>\$ 959,378</u>

Contacting the District's Financial Management

This financial report is intended to provide a general overview of the District's finances and to demonstrate the District's accountability for the funds it receives. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to:

Brazos County ESD No. 1
 Attn: Treasurer
 P.O. Box 696
 Millican, TX 77866

BRAZOS COUNTY EMERGENCY SERVICES DISTRICT NO. 1
STATEMENT OF NET POSITION AND GOVERNMENTAL FUND BALANCE SHEET
SEPTEMBER 30, 2023

	General Fund	Adjustments	Statement of Net Position
ASSETS			
Current assets			
Cash	\$ 1,039,059	\$ -	\$ 1,039,059
Investments	2,115,389	-	2,115,389
Receivables	128,589	-	128,589
Prepaid expenses	6,839	-	6,839
Total current assets	3,289,876	-	3,289,876
Capital assets (net of accumulated depreciation)	-	1,301,470	1,301,470
TOTAL ASSETS	\$ 3,289,876	\$ 1,301,470	\$ 4,591,346
LIABILITIES AND NET POSITION			
Liabilities:			
Current liabilities:			
Accounts payable	\$ 26,176	-	\$ 26,176
Total liabilities	26,176	-	26,176
DEFERRED INFLOWS OF RESOURCES			
Deferred revenue - sales and property taxes	\$ 128,589	\$ (128,589)	\$ -
FUND BALANCE/NET POSITION			
Fund balances:			
Non-spendable			
Unassigned	3,135,111	(3,135,111)	-
Total fund balance	3,135,111	(3,135,111)	-
TOTAL LIABILITIES AND FUND BALANCE	\$ 3,289,876		
Net position:			
Net investment in capital assets		1,301,470	1,301,470
Unrestricted		3,263,700	3,263,700
Total net position		\$ 4,565,170	\$ 4,565,170

See independent auditor's report and accompanying notes to the financial statements.

BRAZOS COUNTY EMERGENCY SERVICES DISTRICT NO. 1
STATEMENT OF ACTIVITIES
AND GOVERNMENTAL FUND REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
FOR THE YEAR ENDED SEPTEMBER 30, 2023

	<u>General Fund</u>	<u>Adjustments</u>	<u>Statement of Activities</u>
EXPENSES			
Current			
Advertisement	\$ 2,778	\$ -	\$ 2,778
Conference & education	593	-	593
Depreciation	-	186,284	186,284
Dues & subscriptions	17,916	-	17,916
Legal fees	16,841	-	16,841
Automobile	23,011	-	23,011
Insurance	75,912	-	75,912
Utilities	16,597	-	16,597
License & fees	21,904	-	21,904
Telephone	12,874	-	12,874
Professional fees	168,565	-	168,565
Payroll expenses	288,913	-	288,913
Miscellaneous	5,233	-	5,233
Supplies & maintenance	125,336	-	125,336
Uniforms	1,131	-	1,131
Capital outlay	528,376	(528,376)	-
TOTAL EXPENSES	<u>1,305,980</u>	<u>(342,092)</u>	<u>963,888</u>
GENERAL REVENUES			
Property taxes & penalties	495,144	887	496,031
Sales taxes	1,795,414	33,040	1,828,454
Interest income & other	67,878	-	67,878
TOTAL GENERAL REVENUES	<u>2,358,436</u>	<u>33,927</u>	<u>2,392,363</u>
Excess of revenues over expenditures	<u>1,052,456</u>	<u>376,019</u>	<u>-</u>
Net change in fund balance	<u>1,052,456</u>	<u>(1,052,456)</u>	
Change in net position		<u>1,428,475</u>	<u>1,428,475</u>
Fund Balance/Net Position			
Beginning of year	<u>2,082,655</u>	<u>1,054,040</u>	<u>3,136,695</u>
End of year	<u>\$ 3,135,111</u>	<u>\$ 2,482,515</u>	<u>\$ 4,565,170</u>

See independent auditor's report and accompanying notes to the financial statements.

BRAZOS COUNTY EMERGENCY SERVICES DISTRICT NO. 1
STATEMENT OF ACTIVITIES - BUDGET AND ACTUAL
FOR THE YEAR ENDED SEPTEMBER 30, 2023

	Actual Amounts	Budget	Favorable (Unfavorable) General Fund to Budget Variance
GENERAL REVENUES			
Property taxes and penalties	\$ 495,144	\$ 442,753	\$ 52,391
Sales tax	1,795,414	1,548,972	246,442
Interest income and other	67,878	1,800	66,078
TOTAL REVENUES	\$ 2,358,436	\$ 1,993,525	\$ 364,911
EXPENDITURES			
Advertising	\$ 2,778	\$ 15,000	\$ 12,222
Conference & Education	593	3,000	2,407
Dues and subscriptions	17,916	3,500	(14,416)
Fuel	23,011	35,000	11,989
Insurance	75,912	76,500	588
Utilities	16,597	15,000	(1,597)
License & Fees	21,904	10,750	(11,154)
Telephone	12,874	10,000	(2,874)
Miscellaneous	6,364	32,200	25,836
Professional fees	185,406	187,800	2,394
Payroll	288,913	188,200	(100,713)
Supplies and maintenance	125,336	53,500	(71,836)
Volunteer recruitment and training	-	15,500	15,500
Capital outlay	528,376	426,000	(102,376)
TOTAL EXPENDITURES	1,305,980	1,071,950	(234,030)
NET CHANGE IN FUND BALANCE	1,052,456	921,575	130,881
Fund Balance, Beginning of Year	<u>2,082,655</u>		
Fund Balance, End of Year	<u><u>\$ 3,135,111</u></u>		

See independent auditor's report and accompanying notes to the financial statements.

BRAZOS COUNTY EMERGENCY SERVICES DISTRICT NO. 1
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

Note 1 – Creation of District

Brazos County Emergency Services District No. 1 (the District) was created after a public election held in 1990 under the provision of Section 48-d of Article III of the Constitution of Texas and the Texas Safety and Health Code, Chapter 775. The District was established to provide fire protection and emergency services to residents of the district.

Note 2 – Significant Accounting Policies

The District's financial statements are prepared in accordance with generally accepted accounting policies (GAAP). The Governmental Accounting Standards Board (GASB) is responsible for establishing GAAP for state and local governments through its pronouncements (Statements and interpretations). The more significant accounting policies established in GAAP and used by the District are discussed below.

Reporting Entity

The District is a political subdivision of the State of Texas governed by an appointed board. GASB has provided the criteria for determining whether an entity is a primary government or a component unit of a primary government. The primary criteria are that it has a separately elected governing body, it is legally separate, and it is fiscally independent of other state or local governments. Under these criteria, the District is a primary government and not a component unit of any other government. The District is a special-purpose government engaged in a single governmental program - fire prevention and emergency services. As such, as allowed by GASB No. 34, *Basic Financial Statements—and Management's Discussion and Analysis—for State and Local Governments*, the District presents its fund financial statements and its government-wide financial statements in a single set of combined statements.

Basic Financial Statements

The District's basic financial statements include combined government-wide financial statements and fund financial statements prepared in accordance with GASB Codification of Governmental Accounting and Financial Reporting Standards part II, Financial Reporting ("GASB Codification").

GASB requires external financial reporting to include a Statement of Net Position and a Statement of Activities. It also requires the classification of net position into three components, as shown below:

- Net Investment in Capital Assets – This component consists of capital assets, net of accumulated depreciation and reduced by any associated debt.
- Restricted Net Position – This component consists of external constraints such as debt covenants or grantor requirements.
- Unrestricted Net Position – This component consists of net assets that do not meet the other definitions.

See independent auditor's report.

BRAZOS COUNTY EMERGENCY SERVICES DISTRICT NO. 1
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

Note 2 – Significant Accounting Policies (continued)

Basic Financial Statements (continued)

Government-Wide Financial Statements

The Statement of Net Position and the Statement of Activities display information about the District as a whole. The District's Statement of Net Position and a Statement of Activities are combined with the governmental fund financial statements.

The Statement of Net Position is reported by adjusting the government fund types to report on a full accrual basis, economic resource measurement focus, which recognizes all long-term assets and receivables.

The Statement of Activities is reported by adjusting the governmental fund types to report only items related to the current year revenues and expenditures, such as capital outlays and depreciation expense.

Governmental Fund Financial Statements

As discussed above, the District's fund financial statements are combined with the government-wide financial statements. The fund financial statements include a Governmental Fund Balance Sheet and a Government Fund Statement of Revenues, Expenditures and Changes in Fund Balance.

Governmental Funds

The District has one governmental fund, the general fund. The general fund is used to the general operating fund of this District. This fund includes all the available operating revenues and accumulates reserves for future operating activities.

Basis of Accounting/Measurement Focus

The accounting and financial reporting treatment is determined by the applicable measurement focus and basis of accounting. Measurement focus indicates the type of resources being measured such as current financial resources or economic resources. The basis of accounting indicates the timing of transactions or events for recognition in the financial statements. The District uses the current financial measurement focus to report its governmental funds.

Accrual – The government-wide financial statements are presented using the economic resources measurement focus and the accrual basis of accounting. Other revenues are recognized when earned and expenses are recognized when incurred.

See independent auditor's report.

BRAZOS COUNTY EMERGENCY SERVICES DISTRICT NO. 1
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

Note 2 – Significant Accounting Policies (continued)

Basis of Accounting/Measurement Focus (continued)

Modified accrual – The governmental funds financial statements are presented on the current financial measurement focus and the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recorded when susceptible to accrual; i.e., both measurable and available. “Available” means collectible within the current period or within 60 days after year end. Property and sales tax revenues are recognized in the period for which levied or assessed provided they are also available.

Financial Statement Amounts

Cash – All the District’s cash is maintained in a local bank and is collateralized as described in Note 3.

Receivables – All receivables are stated net of estimated uncollectible amounts.

Capital Assets – Capital assets purchased or acquired with an original cost of \$2,500 or more are reported at historical cost. Contributed assets are reported at estimated fair market value as of the date received. Additions, improvements and other capital outlays that significantly extend the useful life of an asset are capitalized. Other costs incurred for repairs and maintenance are expensed as incurred. Depreciation on all assets is provided on the straight-line basis over the following estimated useful lives:

Buildings	40 years
Fire trucks and equipment	7 - 10 years
Improvements	14 years

Deferred Inflows of Resources - The District follows GASB Statement No. 63, *Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position*, which provides guidance for reporting the financial statement elements of deferred outflows of resources, which represent the consumption of the District’s net position that is applicable to a future reporting period, and deferred inflows of resources, which represent the District’s acquisition of net position applicable to a future reporting period.

Property Tax Calendar and Revenues – The District is responsible for levying property taxes, but the taxes are collected by Brazos County. Taxes are levied annually on October 1, and are due one half by November 30, and one half by June 30, or in full by January 31. Delinquent tax payments throughout the year are recognized in the year received.

Estimates - The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect reported amounts and disclosures of assets, liabilities, revenues and expenditures. Accordingly, actual results could differ from those estimates.

See independent auditor’s report.

BRAZOS COUNTY EMERGENCY SERVICES DISTRICT NO. 1
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

Note 2 – Significant Accounting Policies (continued)

Fair Value of Financial Instruments – The carrying amounts of cash and cash equivalents, short-term investments and accounts receivable approximate fair value because of the short maturity of those financial instruments.

Note 3 – Deposits

At year end, the carrying amount of the District's bank deposits was \$1,039,059. Deposits are categorized to give an indication of the level of risk assumed at year end. Categories are as follows:

Category 1 – Insured or collateralized with securities by the District or its agency in the District's name.

Category 2 – Collateralized with securities held by the pledging financial institution's trust department or agency in the District's name.

Category 3 – Uncollateralized.

At September 30, 2023, the District's deposits were in Category 1.

Note 4 – Expenditures

The District expends funds for the purchase and maintenance of fire equipment for Brazos County Volunteer Fire Department No. 1 and its own use, for the construction and maintenance of fire stations used by the department, and for debt service.

Note 5 – Property Taxes

During the year ended September 30, 2023, the District levied an ad valorem tax at the rate of \$0.022563 per \$100 assessed valuation, which resulted in a tax levy of \$492,236 on the taxable valuation of \$2,255,824,104 for the tax year.

Note 6 – Sales Tax

In May of 2021, the voters of District 1 approved a 1.5% sales tax for the District. During the year ended September 30, 2023, approximately \$1.8 million in sales tax was collected.

See independent auditor's report.

BRAZOS COUNTY EMERGENCY SERVICES DISTRICT NO. 1
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

Note 7 – Capital Assets

The table below reflects the capital assets activity for the year ended September 30, 2023.

	Beginning of Year	Additions	Dispositions	End of Year
Buildings	\$ 654,854	\$ -	\$ -	\$ 654,854
Equipment	3,057,921	528,376	-	3,586,297
Land	12,000	-	-	12,000
Accumulated Depreciation	(2,765,397)	-	(186,284)	(2,951,681)
	<u>\$ 959,378</u>	<u>\$ 528,376</u>	<u>\$ (186,284)</u>	<u>\$ 1,301,470</u>

Note 8 – Commitments

In April 2012, the District entered into a lease for a fire station at 1550 Arrington Road in College Station for \$1 per year expiring in 2042 and renewable for another 10 years. This below-market value lease is for a building approximately 2,000 square feet valued at \$165,410 at the inception of the lease, and this amount was recorded as a fixed asset being depreciated over the 30-year life of the lease. In 2006, the District entered into a 99-year ground lease with the Millican Community Center for a plot of land in Millican to construct a fire station. That lease required a single payment of \$10. The District determined that the small plot of land had no readily determinable market value due to its location and lack of transferability.

Note 9 – Investments

The District is authorized to invest its funds in accordance with the Texas Public Funds Act, Government Code Chapter 2256 and its subsequent amendments. The District’s investment policy is strictly based on State law. During the year ended September 30, 2023 the District’s investments consisted of \$2,115,389 in Texas Cooperative Liquid Assets Securities System (Texas CLASS) valued at net asset value.

Interest-Rate Risk

Texas CLASS is a local government investment pool that emphasizes safety, liquidity, convenience, and competitive yield and invests only in securities allowed by the Texas Public Funds Investment Act. It is subject to the general supervision of the Board of Trustees and its Advisory Board, both of which are elected by the participants. The portfolio’s weighted average maturity to reset is kept under 60 days to enhance liquidity and limit market price exposure. The investment pool does not have any limitations or restrictions on withdrawals and does not impose any liquidity fees or redemption gates.

See independent auditor’s report.

BRAZOS COUNTY EMERGENCY SERVICES DISTRICT NO. 1
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

Note 9 – Investments (Continued)

Credit Risk

State law limits investments in the investment pool to at least an AAA or AAAm rating or an equivalent rating by at least one nationally recognized rating service. Texas CLASS investments are rated AAAm by Standard & Poor's, the highest rating a local government investment pool can achieve. The pool seeks to maintain a \$1.00 value per share as required by the Texas Public Funds Investment Act.

Note 10 – Subsequent Events

Management has evaluated subsequent events through June 19, 2024, the date the financial statements were available to be issued.

See independent auditor's report.

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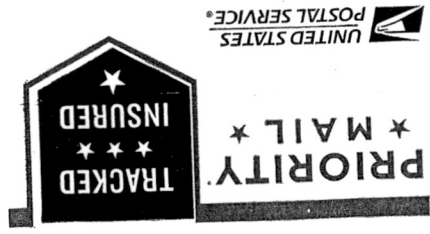
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**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Budget Office

NUMBER:

DATE OF COURT MEETING: 7/23/2024

ITEM: Acknowledgement of FY 2023-2024 Budget to Actuals by Fund as of July 16, 2024.
Acknowledgement of FY 2023-2024 Contingency Budget to Actuals by Fund as of July 16, 2024.

TO: Commissioners Court

FROM: Nina Payne

DATE: 07/16/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

Description

Type

[FY_24_Actuals.pdf](#)

FY 2023-2024 Budget to Actuals by Fund as of
7/16/2024

Backup Material

[FY_24_Contingency_Budget_to_Actuals_Fund.pdf](#)

FY 2023-2024 Contingency Budget to Actuals by Fund
as of 7/16/2024

Backup Material

Brazos County, Texas
FY 2023-2024 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund

Fund: 01000 General Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Taxes	116,116,899	119,608,263	134,330,000	121,978,666	91%
Charges for Services	14,007,731	14,373,002	11,221,037	10,664,940	95%
Interest Income	1,233,588	8,311,341	5,780,000	8,236,521	143%
Other Revenue	2,105,454	1,265,902	961,750	2,122,052	221%
Reserves	-	-	44,859,588	0	0%
Intergovernmental	9,344,605	8,218,468	836,002	819,774	98%
Other Financing Sources	1,565,379	215,777	210,000	163,955	78%
Total Revenue	\$144,373,655	\$151,992,753	\$198,198,377	\$143,985,909	73%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Salaries and Wages	44,652,228	49,486,058	59,656,913	43,459,784	73%
Outside Labor Costs	186,676	104,348	163,000	177,763	109%
Benefits	27,150,252	27,183,091	35,508,750	24,767,305	70%
Discretionary Spending	-	-	1,821,590	-	-
Supplies and Other Charges	7,681,618	9,058,121	12,020,558	6,980,155	58%
Contingency	-	-	7,297,852	-	-
Repairs and Maintenance	2,354,842	4,532,190	7,477,493	7,177,219	96%
Contractual Services	8,721,285	9,372,616	12,151,132	5,706,375	47%
Professional Services	4,303,755	6,379,393	13,050,445	4,480,069	34%
Community Contracts	4,615,488	4,716,979	6,382,870	4,641,085	73%
Capital Outlay	5,302,428	7,260,102	21,033,500	7,315,828	35%
Other Financing Uses	4,709,639	20,917,731	21,634,274	-	-
Total Expense	\$109,678,212	\$139,010,628	\$198,198,377	\$104,705,583	53%

Brazos County, Texas
FY 2023-2024 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund

Fund: 02000 County Health Endowment
Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date
Interest Income	1,390	0	-	-
Intergovernmental	101,339	0	-	0
Total Revenue	\$102,730	\$0	-	\$0

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date
Other Financing Uses	1,010,633	-	-	-
Total Expense	\$1,010,633	-	-	-

Brazos County, Texas
FY 2023-2024 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund

Fund: 11000 Hotel Occupancy Tax Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Taxes	3,360,758	3,689,821	3,250,000	2,628,529	81%
Interest Income	12,820	119,177	50,000	189,017	378%
Other Revenue	454	1,500	-	1,750	-
Reserves	-	-	1,000,000	-	-
Other Financing Sources	-	246,080	-	-	-
Total Revenue	\$3,374,031	\$4,056,579	\$4,300,000	\$2,819,296	66%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Salaries and Wages	98,264	84,744	164,093	57,480	35%
Benefits	45,799	41,481	75,055	28,480	38%
Supplies and Other Charges	178,495	30,866	45,075	20,358	45%
Contingency	-	-	526,974	-	-
Repairs and Maintenance	21,600	-	500,000	-	-
Contractual Services	127,582	347,894	185,490	125,450	68%
Professional Services	5,300	24,960	5,300	5,300	100%
Community Contracts	914,481	1,370,205	910,000	487,983	54%
Capital Outlay	20,704	554,303	638,013	516,864	81%
Other Financing Uses	1,165,715	-	1,250,000	1,250,000	100%
Total Expense	\$2,577,941	\$2,454,451	\$4,300,000	\$2,491,916	58%

**Brazos County, Texas
 FY 2023-2024 Budget to Actuals -
 Revenue and Expenditure
 Categories Report by Fund**

Fund: 12000 State Lateral Road Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Interest Income	276	5,056	3,000	8,292	276%
Reserves	-	-	218,000	-	-
Intergovernmental	30,417	30,347	30,000	29,508	98%
Total Revenue	\$30,693	\$35,403	\$251,000	\$37,801	15%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date
Capital Outlay	-	-	251,000	-
Total Expense	-	-	\$251,000	-

Brazos County, Texas
FY 2023-2024 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund

Fund: 13000 Unclaimed Property Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Interest Income	387	9,140	3,000	13,097	437%
Reserves	-	-	68,000	-	-
Total Revenue	\$387	\$9,140	\$71,000	\$13,097	18%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date
Supplies and Other Charges	-	-	21,800	-
Contingency	-	-	49,200	-
Total Expense	-	-	\$71,000	-

**Brazos County, Texas
 FY 2023-2024 Budget to Actuals -
 Revenue and Expenditure
 Categories Report by Fund**

Fund: 15000 Law Library Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Charges for Services	28,463	164,116	67,500	72,139	107%
Interest Income	48	1,942	0	4,696	-
Reserves	-	-	10,000	-	-
Total Revenue	\$28,511	\$166,057	\$77,500	\$76,834	99%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Supplies and Other Charges	59,063	62,593	77,500	48,981	63%
Total Expense	\$59,063	\$62,593	\$77,500	\$48,981	63%

Brazos County, Texas
FY 2023-2024 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund

Fund: 16000 Local Provider Participation
Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Taxes	36,793,246	31,728,216	39,176,878	39,700,219	101%
Interest Income	50,392	433,637	200,000	815,172	408%
Other Revenue	460,822	397,231	487,494	487,494	100%
Reserves	-	-	19,000,000	-	-
Total Revenue	\$37,304,461	\$32,559,083	\$58,864,372	\$41,002,885	70%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Supplies and Other Charges	-	134,246	-	-	-
Community Contracts	26,568,700	26,044,743	58,844,372	25,345,264	43%
Other Financing Uses	20,000	20,000	20,000	20,000	100%
Total Expense	\$26,588,700	\$26,198,989	\$58,864,372	\$25,365,264	43%

Brazos County, Texas
FY 2023-2024 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund

Fund: 18000 Law Enforcement Education
Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Reserves	-	-	69,360	-	-
Intergovernmental	14,928	14,872	14,500	37,584	259%
Total Revenue	\$14,928	\$14,872	\$83,860	\$37,584	45%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Supplies and Other Charges	11,984	12,741	83,860	18,606	22%
Total Expense	\$11,984	\$12,741	\$83,860	\$18,606	22%

Brazos County, Texas
FY 2023-2024 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund

Fund: 19000 Court Records Preservation
Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Charges for Services	23,569	623	500	270	54%
Interest Income	935	15,192	0	22,028	-
Reserves	-	-	300,000	-	-
Other Financing Sources	42,545	-	-	-	-
Total Revenue	\$67,049	\$15,815	\$300,500	\$22,298	7%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date
Salaries and Wages	35,086	-	-	-
Benefits	21,497	-	-	-
Supplies and Other Charges	87	-	300,500	-
Contractual Services	524	-	-	-
Total Expense	\$57,194	-	\$300,500	-

Brazos County, Texas
FY 2023-2024 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund

Fund: 20000 County Clerk Records
Management Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Charges for Services	454,677	364,311	350,000	229,873	66%
Interest Income	5,390	31,036	20,000	42,398	212%
Reserves	-	-	1,230,000	-	-
Total Revenue	\$460,067	\$395,347	\$1,600,000	\$272,272	17%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Salaries and Wages	105,859	104,059	128,285	95,101	74%
Benefits	72,410	56,889	83,311	48,489	58%
Supplies and Other Charges	21,476	725	43,500	17,345	40%
Contingency	-	-	1,219,564	-	-
Contractual Services	103,091	327,291	125,340	83,198	66%
Capital Outlay	-	-	-	22,822	-
Total Expense	\$302,836	\$488,964	\$1,600,000	\$266,954	17%

Brazos County, Texas
FY 2023-2024 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund

Fund: 20010 County Clerk Archival Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Charges for Services	387,387	290,550	315,000	208,520	66%
Interest Income	5,682	30,786	10,000	44,236	442%
Reserves	-	-	1,293,000	-	-
Total Revenue	\$393,069	\$321,336	\$1,618,000	\$252,756	16%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Contingency	-	-	1,118,000	-	-
Contractual Services	299,991	253,734	500,000	198,228	40%
Total Expense	\$299,991	\$253,734	\$1,618,000	\$198,228	12%

Brazos County, Texas
FY 2023-2024 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund

Fund: 22000 Courthouse Security Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Charges for Services	105,826	115,046	106,050	63,287	60%
Interest Income	180	5,325	0	3,572	-
Reserves	-	-	64,000	-	-
Other Financing Sources	442,325	294,951	0	-	-
Total Revenue	\$548,331	\$415,322	\$170,050	\$66,858	39%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Salaries and Wages	318,556	375,202	-	-	-
Benefits	132,453	155,455	-	6	-
Supplies and Other Charges	5,352	4,033	8,010	585	7%
Contingency	-	-	48,977	-	-
Repairs and Maintenance	16,733	13,633	62,000	4,633	7%
Contractual Services	-	-	50,000	-	-
Community Contracts	-	1,011	1,063	1,062	100%
Capital Outlay	7,100	-	-	6,263	-
Total Expense	\$480,194	\$549,334	\$170,050	\$12,550	7%

Brazos County, Texas
FY 2023-2024 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund

Fund: 22010 Justice Court Security Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Charges for Services	33,291	33,424	31,500	26,456	84%
Interest Income	236	4,523	2,500	7,435	297%
Reserves	-	-	208,000	-	-
Total Revenue	\$33,527	\$37,947	\$242,000	\$33,891	14%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date
Repairs and Maintenance	7,821	-	30,000	-
Contractual Services	-	-	30,000	-
Professional Services	8,129	-	57,000	-
Capital Outlay	-	-	125,000	-
Total Expense	\$15,950	-	\$242,000	-

Brazos County, Texas
FY 2023-2024 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund

Fund: 23000 District Clerk Records
Management Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Charges for Services	61,726	84,461	60,000	86,378	144%
Interest Income	334	5,326	4,000	8,134	203%
Reserves	-	-	200,000	-	-
Total Revenue	\$62,060	\$89,788	\$264,000	\$94,512	36%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Salaries and Wages	-	19,979	73,600	47,976	65%
Benefits	-	1,553	5,764	3,728	65%
Contractual Services	-	149,231	173,000	-	-
Professional Services	-	-	11,636	-	-
Total Expense	-	\$170,763	\$264,000	\$51,704	20%

Brazos County, Texas
FY 2023-2024 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund

Fund: 23010 District Clerk Archival Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date
Charges for Services	5,670	595	-	190
Interest Income	69	131	-	44
Total Revenue	\$5,739	\$726	-	\$234

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date
Salaries and Wages	28,569	18,345	-	-
Benefits	2,233	1,426	-	-
Professional Services	3,522	-	-	-
Total Expense	\$34,324	\$19,771	-	-

Brazos County, Texas
FY 2023-2024 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund

Fund: 24000 Justice of the Peace
 Technology Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Charges for Services	28,441	28,209	26,000	22,239	86%
Interest Income	276	4,324	2,000	6,770	339%
Reserves	-	-	193,000	-	-
Total Revenue	\$28,717	\$32,534	\$221,000	\$29,009	13%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Supplies and Other Charges	39,945	10,166	24,900	391	2%
Contingency	-	-	42,161	-	-
Contractual Services	798	889	5,000	-	-
Capital Outlay	-	-	148,939	-	-
Total Expense	\$40,743	\$11,055	\$221,000	\$391	0%

Brazos County, Texas
FY 2023-2024 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund

Fund: 24010 County and District Court
 Technology Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Charges for Services	9,750	10,059	10,000	6,319	63%
Interest Income	146	2,647	0	4,072	-
Reserves	-	-	119,000	-	-
Total Revenue	\$9,896	\$12,706	\$129,000	\$10,391	8%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date
Supplies and Other Charges	-	-	129,000	-
Total Expense	-	-	\$129,000	-

Brazos County, Texas
FY 2023-2024 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund

Fund: 25000 Forfeiture Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Charges for Services	7,821	5,329	0	-	-
Interest Income	58	918	0	1,184	-
Reserves	-	-	33,000	-	-
Total Revenue	\$7,879	\$6,247	\$33,000	\$1,184	4%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Supplies and Other Charges	-	2,563	15,473	235	2%
Contingency	-	-	17,527	-	-
Capital Outlay	-	5,133	-	-	-
Total Expense	-	\$7,696	\$33,000	\$235	1%

Brazos County, Texas
FY 2023-2024 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund

Fund: 26000 District Attorney Hot Check
 Collections Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Interest Income	7	113	50	167	334%
Other Revenue	75	150	0	75	-
Reserves	-	-	4,900	-	-
Total Revenue	\$82	\$263	\$4,950	\$242	5%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date
Contingency	-	-	4,950	-
Total Expense	-	-	\$4,950	-

Brazos County, Texas
FY 2023-2024 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund

Fund: 27000 Bail Bond Board Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Interest Income	151	2,428	1,500	3,587	239%
Other Revenue	2,000	2,500	2,000	2,500	125%
Reserves	-	-	105,000	-	-
Total Revenue	\$2,151	\$4,928	\$108,500	\$6,087	6%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Salaries and Wages	304	321	4,001	-	-
Benefits	144	113	1,011	-	-
Supplies and Other Charges	274	-	6,660	409	6%
Contingency	-	-	96,828	-	-
Total Expense	\$722	\$433	\$108,500	\$409	0%

Brazos County, Texas
FY 2023-2024 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund

Fund: 28000 Voter Registration Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date
Interest Income	13	-	-	-
Intergovernmental	33,460	16,804	-	-
Total Revenue	\$33,473	\$16,804	-	-

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date
Supplies and Other Charges	1,461	1,071	-	-
Contractual Services	20,201	15,733	-	-
Professional Services	20,500	-	-	-
Total Expense	\$42,162	\$16,804	-	-

Brazos County, Texas
FY 2023-2024 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund

Fund: 29000 Vehicle Inventory Interest
Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Taxes	3,624	8,389	2,500	2,465	99%
Interest Income	4,142	23,620	15,000	32,697	218%
Reserves	-	-	331,000	-	-
Total Revenue	\$7,767	\$32,009	\$348,500	\$35,161	10%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Salaries and Wages	-	-	11,100	-	-
Benefits	-	-	2,805	-	-
Supplies and Other Charges	5,438	5,117	26,750	2,036	8%
Contingency	-	-	277,345	-	-
Repairs and Maintenance	-	240	1,000	-	-
Contractual Services	-	-	2,000	-	-
Professional Services	-	-	7,500	-	-
Capital Outlay	-	-	20,000	-	-
Total Expense	\$5,438	\$5,357	\$348,500	\$2,036	1%

Brazos County, Texas
FY 2023-2024 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund

Fund: 30000 Brazos County Grant Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Public Health Revenue	-	0	60,000	60,000	100%
Other Revenue	-	32	-	-	-
Reserves	-	-	6	-	-
Intergovernmental	5,175,775	2,603,804	4,749,019	3,061,721	64%
Other Financing Sources	300,769	336,489	711,264	-	-
Total Revenue	\$5,476,543	\$2,940,325	\$5,520,289	\$3,121,721	57%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Salaries and Wages	1,328,022	1,748,464	2,861,531	2,107,068	74%
Benefits	640,754	813,685	1,327,727	933,354	70%
Supplies and Other Charges	233,515	106,792	225,103	120,205	53%
Contingency	-	-	211,042	-	-
Repairs and Maintenance	937,236	5,186	3,150	2,732	87%
Contractual Services	2,055,371	116,713	396,244	296,111	75%
Professional Services	3,840	-	200,000	2,500	1%
Capital Outlay	322,412	158,206	295,492	339,932	115%
Total Expense	\$5,521,150	\$2,949,047	\$5,520,289	\$3,801,902	69%

Brazos County, Texas
FY 2023-2024 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund

Fund: 31000 American Rescue Plan Act

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Interest Income	(1,392)	-	-	-	-
Intergovernmental	8,445,192	7,495,180	20,000,000	206,394	1%
Total Revenue	\$8,443,800	\$7,495,180	\$20,000,000	\$206,394	1%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Discretionary Spending	8,445,192	7,299,824	-	-	-
Supplies and Other Charges	-	-	-	(5,180)	-
Contractual Services	-	132,000	1,800,000	(6,744)	0%
Capital Outlay	-	63,356	18,200,000	439,608	2%
Total Expense	\$8,445,192	\$7,495,180	\$20,000,000	\$427,684	2%

Brazos County, Texas
FY 2023-2024 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund

Fund: 32000 SB 22 2023 Rural Law
 Enforcement Salary Assistance Program

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date
Intergovernmental	-	-	-	1,050,000
Total Revenue	-	-	-	\$1,050,000

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date
Salaries and Wages	-	-	-	231,681
Benefits	-	-	-	57,309
Supplies and Other Charges	-	-	-	32,133
Capital Outlay	-	-	-	143,484
Total Expense	-	-	-	\$464,607

Brazos County, Texas
FY 2023-2024 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund

Fund: 33000 Sheriff's Office Crime Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Interest Income	267	1,599	500	2,878	576%
Other Revenue	1,600	8,000	0	-	-
Reserves	-	-	113,000	-	-
Total Revenue	\$1,867	\$9,599	\$113,500	\$2,878	3%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Supplies and Other Charges	85	4,796	63,600	1,989	3%
Contingency	-	-	15,900	-	-
Repairs and Maintenance	-	1,369	4,000	-	-
Capital Outlay	-	7,608	30,000	-	-
Other Financing Uses	10,000	-	-	-	-
Total Expense	\$10,085	\$13,773	\$113,500	\$1,989	2%

Brazos County, Texas
FY 2023-2024 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund

Fund: 34000 District Attorney Crime
Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Charges for Services	80,558	32,611	20,000	300	2%
Interest Income	341	5,816	2,000	7,642	382%
Reserves	-	-	249,000	-	-
Total Revenue	\$80,899	\$38,427	\$271,000	\$7,942	3%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Salaries and Wages	14,390	20,383	80,376	16,834	21%
Benefits	7,935	9,588	14,686	7,897	54%
Supplies and Other Charges	24,089	11,007	20,649	15,558	75%
Contingency	-	-	135,289	-	-
Contractual Services	314	360	20,000	360	2%
Capital Outlay	5,782	-	-	-	-
Total Expense	\$52,509	\$41,339	\$271,000	\$40,650	15%

Brazos County, Texas
FY 2023-2024 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund

Fund: 35000 Primary Election Services
Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Charges for Services	38,109	70,904	25,000	14,191	57%
Interest Income	67	1,264	-	2,307	-
Reserves	-	-	65,000	-	-
Total Revenue	\$38,176	\$72,167	\$90,000	\$16,498	18%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Supplies and Other Charges	8,563	5,479	7,200	2,691	37%
Contingency	-	-	71,900	-	-
Repairs and Maintenance	-	-	1,000	-	-
Contractual Services	65,448	13,414	9,900	4,189	42%
Total Expense	\$74,011	\$18,893	\$90,000	\$6,880	8%

Brazos County, Texas
FY 2023-2024 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund

Fund: 39010 Brazos County Housing
Finance Corporation

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Charges for Services	-	402,125	5,000	5,334	107%
Interest Income	1,004	5,259	0	16,746	-
Reserves	-	-	104,000	-	-
Total Revenue	\$1,004	\$407,384	\$109,000	\$22,080	20%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Supplies and Other Charges	323	-	4,735	174	4%
Professional Services	-	-	104,265	-	-
Total Expense	\$323	-	\$109,000	\$174	0%

Brazos County, Texas
FY 2023-2024 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund

Fund: 41000 General Obligation Debt
 Service Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Taxes	10,766,578	9,799,037	10,910,000	11,548,548	106%
Interest Income	89,607	345,490	170,000	314,776	185%
Reserves	-	-	500,000	-	-
Other Financing Sources	1,165,715	-	1,250,000	1,250,000	100%
Total Revenue	\$12,021,900	\$10,144,527	\$12,830,000	\$13,113,324	102%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Debt Service	17,009,447	9,028,173	12,830,000	2,365,769	18%
Total Expense	\$17,009,447	\$9,028,173	\$12,830,000	\$2,365,769	18%

Brazos County, Texas
FY 2023-2024 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund

Fund: 43200 2020 Certificates of
Obligation

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Interest Income	105,757	515,615	120,000	295,918	247%
Other Revenue	-	2,929	-	-	-
Reserves	-	-	8,400,000	-	-
Total Revenue	\$105,757	\$518,544	\$8,520,000	\$295,918	3%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Supplies and Other Charges	-	54,447	0	1,200	-
Contingency	-	-	3,038,134	-	-
Contractual Services	1,130,456	2,656,302	487,000	1,771,150	364%
Capital Outlay	1,940,552	1,891,648	4,994,866	518,377	10%
Total Expense	\$3,071,008	\$4,602,397	\$8,520,000	\$2,290,727	27%

Brazos County, Texas
FY 2023-2024 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund

Fund: 43230 On System Road Bond -
 TXDOT

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Interest Income	-	212,288	-	736,297	-
Reserves	-	-	19,800,000	-	-
Other Financing Sources	-	20,009,102	-	-	-
Total Revenue	-	\$20,221,390	\$19,800,000	\$736,297	4%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Contractual Services	-	-	19,800,000	2,273,963	11%
Debt Service	-	203,216	-	-	-
Total Expense	-	\$203,216	\$19,800,000	\$2,273,963	11%

**Brazos County, Texas
 FY 2023-2024 Budget to Actuals -
 Revenue and Expenditure
 Categories Report by Fund**

Fund: 43231 Off System Road Bond

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Interest Income	-	109,492	-	358,526	-
Reserves	-	-	10,100,000	-	-
Other Financing Sources	-	10,307,719	-	-	-
Total Revenue	-	\$10,417,211	\$10,100,000	\$358,526	4%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Capital Outlay	-	81,700	10,100,000	2,683,183	27%
Debt Service	-	102,830	-	-	-
Total Expense	-	\$184,530	\$10,100,000	\$2,683,183	27%

Brazos County, Texas
FY 2023-2024 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund

Fund: 43232 2023 Certificates of
Obligation

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Interest Income	-	106,296	-	370,288	-
Reserves	-	-	9,908,000	-	-
Other Financing Sources	-	10,165,860	-	-	-
Total Revenue	-	\$10,272,156	\$9,908,000	\$370,288	4%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Capital Outlay	-	61,762	9,908,000	91,811	1%
Debt Service	-	163,164	-	-	-
Total Expense	-	\$224,926	\$9,908,000	\$91,811	1%

Brazos County, Texas
FY 2023-2024 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund

Fund: 45000 Capital Improvement Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date
Other Revenue	95,799	102,356	-	-
Reserves	-	-	23,839,123	0
Other Financing Sources	5,473,504	20,893,118	19,923,010	-
Total Revenue	\$5,569,303	\$20,995,474	\$43,762,133	\$0

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Discretionary Spending	-	-	6,162,654	-	-
Contingency	-	-	4,000,000	-	-
Capital Outlay	11,813,336	5,391,415	33,568,379	4,812,671	14%
Debt Service	-	-	31,100	-	-
Other Financing Uses	24,942	-	-	-	-
Total Expense	\$11,838,278	\$5,391,415	\$43,762,133	\$4,812,671	11%

Brazos County, Texas
FY 2023-2024 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund

Fund: 50000 Health and Life Insurance
Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Interest Income	11,448	0	-	-	-
Other Revenue	20,909,742	23,006,476	20,841,700	19,474,984	93%
Reserves	-	-	4,500,000	-	-
Other Financing Sources	-	-	1,000,000	-	-
Total Revenue	\$20,921,190	\$23,006,476	\$26,341,700	\$19,474,984	74%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Salaries and Wages	215,192	227,069	461,901	164,522	36%
Benefits	60,911	133,569	200,280	80,512	40%
Supplies and Other Charges	50,614	53,669	123,334	41,586	34%
Contingency	-	-	845,385	-	-
Repairs and Maintenance	93	75	100	35	35%
Contractual Services	17,991,568	21,346,651	24,276,500	16,178,473	67%
Professional Services	289,964	379,176	434,200	294,001	68%
Total Expense	\$18,608,343	\$22,140,208	\$26,341,700	\$16,759,130	64%

Brazos County, Texas
FY 2023-2024 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund

Fund: 93000 Regional Mobility Authority

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Interest Income	88	494	-	334	-
Other Revenue	-	-	-	30,000	-
Reserves	-	-	13,992	-	-
Total Revenue	\$88	\$494	\$13,992	\$30,334	217%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Salaries and Wages	10,755	12,120	-	-	-
Benefits	2,503	2,949	-	-	-
Supplies and Other Charges	1,362	557	0	-	-
Repairs and Maintenance	12	-	0	-	-
Contractual Services	42	25	0	-	-
Professional Services	7,500	7,875	13,992	7,500	54%
Total Expense	\$22,174	\$23,527	\$13,992	\$7,500	54%

**Brazos County, Texas
FY 2023-2024 Contingency
Budget to Actuals by Fund**

Fund: 01000 General Fund - Contingency

Department	2023-2024 Adopted Budget	2023-2024 Contingency	2023-2024 Remaining to Date
Pre-Trial Bond Supervision Contingency - 10003000 *	10,000.00	-	10,000.00
Commissioner's Court Contingency - 11001500	6,000,000.00	(975,400.68)	5,024,599.32
Voter Registration - 13005000 *	3,152.00	-	3,152.00
District Attorney - Child Protective Services Contingency - 19010000 *	1,900.00	-	1,900.00
Vital Statistics/Preservation - 21010000 *	5,000.00	-	5,000.00
County Specialty Court Program Contingency - 22700100 *	20,000.00	-	20,000.00
Road and Bridge Contingency - 56001000 *	1,257,800.00	(67,720.00)	1,190,080.00
Total General Fund Contingency	7,297,852.00	(1,043,120.68)	6,254,731.32

* Can only be used for that program or division

**Brazos County, Texas
 FY 2023-2024 Contingency
 Budget to Actuals by Fund**

Fund: 11000 HOT Fund Fund - Contingency *

Department	2023-2024 Adopted Budget	2023-2024 Contingency	2023-2024 Remaining to Date
HOT Fund Contingency - 11002500	526,974.00	-	526,974.00
Total HOT Fund Contingency	526,974.00	-	526,974.00

* Can only be used for this fund

**Brazos County, Texas
 FY 2023-2024 Contingency
 Budget to Actuals by Fund**

Fund: 13000 Unclaimed Property Fund - Contingency *

Department	2023-2024 Adopted Budget	2023-2024 Contingency	2023-2024 Remaining to Date
Contingency - 12005000	49,200.00	-	49,200.00
Total Unclaimed Property Fund Contingency	49,200.00	-	49,200.00

* Can only be used for this fund

**Brazos County, Texas
 FY 2023-2024 Contingency
 Budget to Actuals by Fund**

Fund: 20000 County Clerk Records Management Fund - Contingency *

Department	2023-2024 Adopted Budget	2023-2024 Contingency	2023-2024 Remaining to Date
Contingency - 21005000	1,219,564.00	(124,000.00)	1,095,564.00
Total Count Clerk Records Management Fund Contingency	1,219,564.00	(124,000.00)	1,095,564.00

* Can only be used for this fund

**Brazos County, Texas
 FY 2023-2024 Contingency
 Budget to Actuals by Fund**

Fund: 20010 County Clerk Archival Fund - Contingency *

Department	2023-2024 Adopted Budget	2023-2024 Contingency	2023-2024 Remaining to Date
Contingency - 21006000	1,118,000.00	(75,000.00)	1,043,000.00
Total Count Clerk Archival Fund Contingency	1,118,000.00	(75,000.00)	1,043,000.00

* Can only be used for this fund

**Brazos County, Texas
 FY 2023-2024 Contingency
 Budget to Actuals by Fund**

Fund: 22000 Courthouse Security Fund - Contingency *

Department	2023-2024 Adopted Budget	2023-2024 Contingency	2023-2024 Remaining to Date
Contingency - 51000100	48,977.00	(6,264.00)	42,713.00
Total Courthouse Security Fund Contingency	48,977.00	(6,264.00)	42,713.00

* Can only be used for this fund

**Brazos County, Texas
 FY 2023-2024 Contingency
 Budget to Actuals by Fund**

Fund: 24000 Justice of the Peace Technology Fund - Contingency *

Department	2023-2024 Adopted Budget	2023-2024 Contingency	2023-2024 Remaining to Date
JP Technology Administration - 24005000	22,161.00	-	22,161.00
JP Technology - JP #1 - 24005100	5,000.00	-	5,000.00
JP Technology - JP #2 - 24005200	5,000.00	-	5,000.00
JP Technology - JP #3 - 24005300	5,000.00	-	5,000.00
JP Technology - JP #4 - 24005400	5,000.00	-	5,000.00
Total Justice of the Peace Technology Fund Contingency	42,161.00	-	42,161.00

* Can only be used for this fund and specific divisions

**Brazos County, Texas
FY 2023-2024 Contingency
Budget to Actuals by Fund**

Fund: 25000 Forfeiture Fund - Contingency *

Department	2023-2024 Adopted Budget	2023-2024 Contingency	2023-2024 Remaining to Date
Sheriff Forfeiture Fund - 2801000	17,502.00	-	17,502.00
Total Forfeiture Fund Contingency	17,502.00	-	17,502.00

* Can only be used for this fund

**Brazos County, Texas
 FY 2023-2024 Contingency
 Budget to Actuals by Fund**

Fund: 26000 District Attorney Hot Check Collections Fund - Contingency *

Department	2023-2024 Adopted Budget	2023-2024 Contingency	2023-2024 Remaining to Date
Contingency - 19006000	4,950.00	-	4,950.00
Total District Attorney Hot Check Collections Fund - Contingency	4,950.00	-	4,950.00

* Can only be used for this fund

**Brazos County, Texas
 FY 2023-2024 Contingency
 Budget to Actuals by Fund**

Fund: 27000 Bail Bond Board Fund - Contingency *

Department	2023-2024 Adopted Budget	2023-2024 Contingency	2023-2024 Remaining to Date
Contingency - 12006000	96,828.00	-	96,828.00
Total Bail Bond Board Fund - Contingency	96,828.00	-	96,828.00

* Can only be used for this fund

**Brazos County, Texas
 FY 2023-2024 Contingency
 Budget to Actuals by Fund**

Fund: 29000 Vehicle Inventory Interest Fund - Contingency *

Department	2023-2024 Adopted Budget	2023-2024 Contingency	2023-2024 Remaining to Date
Contingency - 13006000	277,345.00	-	277,345.00
Total Vehicle Inventory Interest Fund - Contingency	277,345.00	-	277,345.00

* Can only be used for this fund

**Brazos County, Texas
FY 2023-2024 Contingency
Budget to Actuals by Fund**

Fund: 30000 Grant Fund - Contingency *

Department	2023-2024 Adopted Budget	2023-2024 Contingency	2023-2024 Remaining to Date
Texas Indigent Defense Commission - 272200	22,298.00	-	22,298.00
BV Human Trafficking Task Force Development - 283700	173,744.00	(81,742.87)	92,001.13
Metropolitan Planning - 424100	15,000.00	-	15,000.00
Total Grant Fund Contingency	211,042.00	(81,742.87)	129,299.13

* Can only be used for this fund and specific divisions

**Brazos County, Texas
 FY 2023-2024 Contingency
 Budget to Actuals by Fund**

Fund: 33000 Sheriff's Office Crime Fund - Contingency *

Department	2023-2024 Adopted Budget	2023-2024 Contingency	2023-2024 Remaining to Date
Contingency - 28050000	15,900.00	-	15,900.00
Total Sheriff's Office Crime Fund Contingency	15,900.00	-	15,900.00

* Can only be used for this fund

**Brazos County, Texas
 FY 2023-2024 Contingency
 Budget to Actuals by Fund**

Fund: 34000 District Attorney Crime Fund - Contingency *

Department	2023-2024 Adopted Budget	2023-2024 Contingency	2023-2024 Remaining to Date
Contingency - 19200100	135,289.00	(9,000.00)	126,289.00
Total District Attorney Crime Fund Contingency	135,289.00	(9,000.00)	126,289.00

* Can only be used for this fund

**Brazos County, Texas
 FY 2023-2024 Contingency
 Budget to Actuals by Fund**

Fund: 35000 Primary Election Services Fund - Contingency *

Department	2023-2024 Adopted Budget	2023-2024 Contingency	2023-2024 Remaining to Date
Contingency - 21130000	71,900.00	(14,020.00)	57,880.00
Total Primary Election Services Fund Contingency	71,900.00	(14,020.00)	57,880.00

* Can only be used for this fund

**Brazos County, Texas
 FY 2023-2024 Contingency
 Budget to Actuals by Fund**

Fund: 43200 2020 Certificates of Obligation - Contingency *

Department	2023-2024 Adopted Budget	2023-2024 Contingency	2023-2024 Remaining to Date
Commissioner's Court Contingency - 11001500	3,038,134.00	(3,038,134.00)	-
Total 43200 2020 Certificates of Obligation Contingency	3,038,134.00	(3,038,134.00)	-

* Can only be used for this fund

**Brazos County, Texas
FY 2023-2024 Contingency
Budget to Actuals by Fund**

Fund: 45000 General Permanent Improvement Fund - Contingency *

Department	2023-2024 Adopted Budget	2023-2024 Contingency	2023-2024 Remaining to Date
Commissioner's Court Contingency - 63110001	3,988,000.00	(2,742,609.20)	1,245,390.80
Total General Permanent Improvement Fund Contingency	3,988,000.00	(2,742,609.20)	1,245,390.80

* Can only be used for this fund

**Brazos County, Texas
 FY 2023-2024 Contingency
 Budget to Actuals by Fund**

Fund: 50000 Health and Life Insurance Fund - Contingency *

Department	2023-2024 Adopted Budget	2023-2024 Contingency	2023-2024 Remaining to Date
Group Insurance - Admiration - 64005000	842,228.00	-	842,228.00
Health and Wellness Clinic - 64005100	3,157.00	-	3,157.00
Total Health and Life Insurance Fund Contingency	845,385.00	-	845,385.00

* Can only be used for this fund

**Brazos County, Texas
 FY 2023-2024 Contingency
 Budget to Actuals by Fund**

Fund: 55000 Jail Commissary Fund - Contingency *

Department	2023-2024 Adopted Budget	2023-2024 Contingency	2023-2024 Remaining to Date
Jail Commissary - 28006000	961,453.00	-	961,453.00
Total Jail Commissary Fund Contingency	961,453.00	-	961,453.00

* Can only be used for this fund

**Brazos County, Texas
 FY 2023-2024 Contingency
 Budget to Actuals by Fund**

Fund: 58000 County Attorney Operating Fund - Contingency *

Department	2023-2024 Adopted Budget	2023-2024 Contingency	2023-2024 Remaining to Date
Contingency - 18006000	65,000.00	-	65,000.00
Total County Attorney Operating Fund Contingency	65,000.00	-	65,000.00

* Can only be used for this fund