



## **MINUTES**

**JANUARY 28, 2025**

### **BRAZOS COUNTY COMMISSIONERS COURT**

#### **REGULAR MEETING**

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A regular meeting of the Commissioners' Court of Brazos County, Texas was held in the Brazos County Commissioners Courtroom in the Administration Building, 200 South Texas Avenue, in Bryan, Brazos County, Texas, beginning at 10:00 a.m. on Tuesday, January 28, 2025 with the following members of the Court present:

Duane Peters, County Judge, Presiding;  
Bentley Nettles, Commissioner of Precinct 1;  
Chuck Konderla, Commissioner of Precinct 2;  
Fred Brown, Commissioner of Precinct 3;  
Wanda J. Watson, Commissioner of Precinct 4, Absent;  
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 - Commissioner Konderla

2. Call for Citizen input and/or concerns

Cal Goode shared a personal story about his family's property in Brazos County. He pleaded with the Court to listen to the community and put an end to the East Loop project. Mr. Goode provided a copy of his statement for the minutes, it is attached hereto.

Keith Ballasy expressed his opposition to the East Loop project. Mr. Ballasy commented on a lack of transparency surrounding the project, leaving people in a state of uncertainty. He urged the Court to engage with the public, show up to town hall meetings, and release the new proposed alignment.

Beverly Greenwood with the Noeastloop.com organization also expressed her continued opposition to the East Loop project. Ms. Greenwood has concerns that this development will bring more traffic and more people. She invited the Court to attend a Town Hall meeting on February 10, 2025, from 6:00 p.m. to 8:00 p.m. at Bryan High School.

Cathie Viens stated her opposition to the East Loop project. She went on to discuss the rules for Citizen input, election precinct redistricting needs, and her desire to have an outside audit of the 2020 General Election.

Dalene Barnes expressed her opposition to the East Loop project through a limerick.

Cynde Wiley shared her continued concerns on election security and specifically, ballot secrecy. Ms. Wiley also addressed her concerns about the Court doing their due diligence.

Paul Bonarrigo stated his opposition to the East Loop project, he believes this project has created a public relations issue for the Court. Mr. Bonarrigo also has concerns about the County's ability to execute such a large project.

Kyle Greenwood stated his opposition to the East Loop project and again asked the Court to release the new proposed alignment. Mr. Greenwood also offered an apology to the Court for his comments on January 24, 2025. Upon further review, he stated that he felt his comments could have been perceived as disrespectful and that was not his intent.

### **Consider and take action on agenda items: 3 - 19**

3. Approval of Resolution 25-001 providing for the public sale of property acquired by the County of Brazos from delinquent taxes.

Judge Peters explained that this will allow the property to be sold for less than what the taxes are on the property. The Court voted unanimously to adopt Resolution 25-001 Providing for the public sale of property acquired by the County from delinquent taxes.

Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Bentley Nettles. Passed. 4-0. Ayes: Brown, Konderla, Nettles, Peters. Absent: Watson.

4. Approval of reappointment of Linda Goolsby to the MHMR Authority of Brazos Valley Board of Trustees. Term of appointment is March 1, 2025 - February 28, 2027.

The Court approved as submitted the reappointment of Linda Goolsby to the MHMR authority of Brazos Valley Board of Trustees. The term of appointment is March 1, 2025 - February 28, 2027. A copy is attached.

Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Fred Brown. Passed. 4-0. Ayes: Brown, Konderla, Nettles, Peters.

Absent: Watson.

5. Request authorization to wire transfer up to \$5,396,749.68 to HHSC for the DY 14 Advance Uncompensated Care Payment for the benefit of participating hospitals using funding from the Brazos County Local Provider Participation Fund.

Cynde Wiley asked for an clarification on this item. Commissioner Brown explained that the County is a pass through for the hospital to receive funds to help cover uncompensated care. Judge Peters added all funds, including interest accrued and matching funds go to the hospitals.

Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Bentley Nettles. Passed. 4-0. Ayes: Brown, Konderla, Nettles, Peters. Absent: Watson.

6. Approval requested from Fleet Services to transfer a 2006 E350 known as Asset #A001000640 from Jail Division to Facility Services and remove a 2000 Chevrolet Express known as Asset #1700015454 from Facility Services.

Motion: Approve, Moved by Commissioner Bentley Nettles, Seconded by Commissioner Fred Brown. Passed. 4-0. Ayes: Brown, Konderla, Nettles, Peters. Absent: Watson.

7. Approval of Acceptance of Assignment of Commercial Contract - Improved Property at 2504 Kent Street, Bryan, Brazos County, Texas.

Judge Peters clarified the location of the property and that it will be used for the new 911 location. Cathie Viens requested further clarification on the property taxes for the location. Judge Peters provided a brief explanation but stated that the Appraisal District would better be able to answer her question. A copy of the contract is attached.

Motion: Approve, Moved by Commissioner Bentley Nettles, Seconded by Commissioner Chuck Konderla. Passed. 4-0. Ayes: Brown, Konderla, Nettles, Peters. Absent: Watson.

8. Approval to purchase election equipment upgrade and supplies from Hart InterCivic in the amount of \$25,690.04.

Commissioner Brown moved to table this agenda item until additional information could be provided regarding the cost.

Elections Administrator Trudy Handcock clarified that the backup provided is just a quote but that they could reach back out to the vendor to get further clarification.

Karen Simpson asked what the upgrade would include. Judge Peters explained that it is a software upgrade. Ms. Simpson expressed her dislike of the voting machines.

Cathie Viens questioned why there were no attachments made publicly available for this item on the agenda. Purchasing Agent Charles Wendt explained that the vendor marked the financial information as confidential and an Open Records Request would need to be filed.

Motion: Table, Moved by Commissioner Fred Brown, Seconded by Commissioner Chuck Konderla. Passed. 4-0. Ayes: Brown, Konderla, Nettles, Peters. Absent: Watson.

9. Approval of Deductive Change Order to CIP #23-607 Macey Road Reconstruction with Knife River Corp. in the amount of \$220,218.71, decreasing the total contract amount to \$5,250,674.24.

Cathie Viens asked for clarification on the reason for the deduction. Purchasing Agent Charles Wendt explained that it is because the contingency funds built into the contract were not used. A copy of the Deductive Change Order is attached.

Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Fred Brown. Passed. 4-0. Ayes: Brown, Konderla, Nettles, Peters. Absent: Watson.

10. Approval of Assignment for Vendor Name Change for Contract #25-074R Employee Assistance Program Services from Deer Oaks EAP Services, LLC to Deer Oaks EAP Services, LLC dba AllOne Health.

A copy of the assignment for Vendor Name Change is attached.

Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Fred Brown. Passed. 4-0. Ayes: Brown, Konderla, Nettles, Peters. Absent: Watson.

11. Consider and take action on the Wickson Creek SUD utility permit to construct a road bore at 5838 Broach Road to provide water services. Site is located in Precinct 2.

Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Fred Brown. Passed. 4-0. Ayes: Brown, Konderla, Nettles, Peters. Absent: Watson.

12. Consider and take action on the BTU utility permit to install aerial 3-phase crossing at 9345 Dilly Shaw Tap Road to provide electrical services. Site is locate in Precinct 2.

Commissioner Konderla made a motion to approve the BTU utility permit, it was seconded by Commissioner Brown. The motion passed with 3 in favor, and Commissioner Nettles abstaining.

Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Fred Brown. Passed. 3-0. Ayes: Brown, Konderla, Peters. Abstain: Nettles. Absent: Watson.

13. Consider and take action on the Brazos WIFI utility permit to construct six (6) road bores under Tejas Ranch Loop to install fiber optic cable for internet service. Site is located in Precinct 2.



Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Bentley Nettles. Passed. 4-0. Ayes: Brown, Konderla, Nettles, Peters. Absent: Watson.

14. Approval of the Treasurer's Report for October 2024.

Motion: Approve, Moved by Commissioner Bentley Nettles, Seconded by Commissioner Chuck Konderla. Passed. 4-0. Ayes: Brown, Konderla, Nettles, Peters. Absent: Watson.

15. Tax Refund Applications for the following:

**Overpayments**

- a. Letterman Title - \$1,500.00
- b. Susan Riggs - \$162.84
- c. Corelogic Tax Services - \$199.98

Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Fred Brown. Passed. 4-0. Ayes: Brown, Konderla, Nettles, Peters. Absent: Watson.

16. Personnel Change of Status.

- Approval of Personnel Change of Status

After coming out of Executive Session Judge Peters returned to agenda item number 16.

The Court voted unanimously to approve the Personnel Change of Status, to include the promotion of Jason Ware to Emergency Management Coordinator.

Mr. Ware thanked the Court for the opportunity and stated that he looks forward to continuing to serve the community through this position.

A copy of the Personnel Change of Status is attached.

\*At this time the official Court recording had technical difficulties. The video was captured but the audio was not. The audio for the final vote was unable to be recorded.

Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Bentley Nettles. Passed. 4-0. Ayes: Brown, Konderla, Nettles, Peters. Absent: Watson.

17. Payment of Claims.

Approval of Payment of Claims:

- a. 8207622 - 8207706
- b. 9203323 - 9203373

Karen Simpson expressed concerns as to why information was redacted from payment of claims list. County Treasurer Cristian Villareal explained that it was to protect the citizens from fraud and that an Open Records Request could be submitted for this information.

Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Bentley Nettles. Passed. 4-0. Ayes: Brown, Konderla, Nettles, Peters. Absent: Watson.

18. Convene into Executive Session pursuant to the following:
  - a. Texas Government Code §551.074 to discuss the appointment, employment, evaluation, reassignment or duties of the Emergency Management Coordinator.
  - b. Texas Government Code §551.087 for deliberation regarding economic development negotiations.

At this point, the County Judge announced the Court would consider items 20 through 25 and then return to convene into Executive Session.

Having considered the previously noted agenda items, at 10:59 a.m. the County Judge stated that the Court would convene into Executive Session to deliberate pursuant to the following sections.

a. Texas Government Code §551.074 to discuss the appointment, employment, evaluation, reassignment or duties of the Emergency Management Coordinator. The following individuals were asked to stay for the session:

Aubrey Leggett, Executive Assistant  
Ed Bull, Chief of Staff/Civil Counsel  
Bruce Erratt, General Counsel  
Allison Lindblade, Assistant General Counsel  
Jennifer Salazar, Human Resources Director  
Raeanna McConathy, Assistant Human Resources Director

b. Texas Government Code §551.087 for deliberation regarding economic development negotiations.

The following individuals were asked to stay for the session:

Aubrey Leggett, Executive Assistant  
Ed Bull, Chief of Staff/Civil Counsel  
Bruce Erratt, General Counsel  
Allison Lindblade, Assistant General Counsel  
Kimberly Roach, Economic Development Coordinator  
Nina Payne, Budget Office  
Katie Connor, Auditor  
Marci Turner, First Assistant Auditor

19. Consider and possible action of Executive Session.

At 11:24 a.m. the County Judge announced the meeting open to the public and announced that no action would be taken on the Closed Executive Session.

At this time the County Judge moved back up to agenda item number 16.

\*At this time the official Court recording had technical difficulties. The video was captured but the audio was not. The audio for this item was unable to be recorded.

20. Acknowledgement of the FY 2024-2025 Budget to Actuals by Fund as of January 22, 2025.  
Acknowledgement of the FY 2024-2025 Contingency Budget to Actuals by Fund as of January 22, 2025.

The Court acknowledged receipt of the 2024-2025 Budget to Actuals by Fund and Contingency Fund Budget to Actuals as of January 22, 2025.

21. Acknowledgement of the County Auditor's Monthly Report for October 2024.

The Court acknowledged receipt of the Brazos County Auditor's Monthly Report for October 2024.

22. Acknowledgement of monthly reports submitted in January 2025.

The Court acknowledged receipt of the Extension Service reports submitted in January, 2025 and acknowledged receipt of reports from the following County and Precinct Offices showing revenues collected and remitted to the County Treasurer:

County Clerk

Constable Precinct 2

Cynde Wiley asked why the AgriLife Extension submits their financial reports to the County. County Auditor Katie Conner explained that is based on a contract. Commissioner Nettles requested a copy of the contract.

23. Juvenile director's report on detention population.

Judge Peters reported for Juvenile Director Linda Ricketson, there are 27 juveniles in the detention center, 19 are male, 8 are female, and 40 have electronic monitors.

24. Sheriff's report on inmate population.

Kevin Stuart, Chief Deputy reported for Sheriff Wayne Dicky, there were 742 inmates in jail, 629 inmates are male, 113 are female, and 34 have electronic monitors.

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

There were no announcements.

26. Adjourn.



FILED FOR RECORD

DATE 1-24-2025

AT 2:38 O'CLOCK P. M

KAREN MCQUEEN  
BRAZOS COUNTY CLERK  
By *Karen McQueen*

No.

**BRAZOS COUNTY  
BRYAN, TEXAS**

**NOTICE OF MEETING AND AGENDA**

**BRAZOS COUNTY COMMISSIONERS COURT**

**THE COMMISSIONERS COURT OF BRAZOS COUNTY WILL MEET  
IN REGULAR SESSION ON JANUARY 28, 2025 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 ON THE BRAZOS  
COUNTY COMMISSIONERS COURT YOUTUBE CHANNEL AT:  
[HTTPS://WWW.YOUTUBE.COM/@BRAZOSCOUNTY3227](https://www.youtube.com/@BRAZOSCOUNTY3227).**

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    - U.S. and Texas Flag - Commissioner Konderla
  2. Call for Citizen input and/or concerns

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the amount of \$25,690.04.

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  22. Acknowledgement of monthly reports submitted in January 2025.
  23. Juvenile director's report on detention population.
  24. Sheriff's report on inmate population.

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

26. Adjourn.

## PUBLIC COMMENTS

Public Comment during the Commission Meeting may be for all matters, both on and off the agenda, and be limited to four minutes per person. Public participation sign-up sheets must be submitted at least five (5) minutes prior to the start of the posted meeting time. 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 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.



The foregoing minutes of the Commissioners Court Meeting held January 28, 2025, have been examined and are approved in open Court this 4th day of February 2025, in Bryan, Brazos County, Texas .

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

Duane Peters  
County Judge

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

Bentley Nettles  
Commissioner, Precinct 1

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

Chuck Konderla  
Commissioner, Precinct 2

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

Fred Brown  
Commissioner, Precinct 3

A handwritten signature in black ink, appearing to read "Wanda J. Watson", written over a horizontal line.

Wanda J. Watson  
Commissioner, Precinct 4

Attest:

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

Karen McQueen  
County Clerk

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

Chief Deputy





# BRAZOS COUNTY COMMISSIONER'S COURT

28<sup>th</sup> DAY OF January, 2025  
10:00 (AM)/PM, Regular

Name

(PLEASE PRINT)

Organization

(PLEASE PRINT)

<u>BRETT ERRAIT</u>	<u>Co Judge</u>
<u>Dalene Barnes</u>	<u>No East Loop</u>
<u>Nelen Washington</u>	<u>Delta</u>
<u>marci turner</u>	<u>autos</u>
<u>Paul Bonarrigo</u>	<u>NO EAST LOOP</u>
<u>Joe Sathern</u>	<u>In Bay</u>
<u>Jason Ware</u>	<u>EM</u>
<u>Pam Waggoner</u>	<u>HALFF</u>
<u>MIKE STREET</u>	
<u>Paul Mankur</u>	<u>BISO</u>
<u>Kevin Joynd-</u>	<u>IT</u>
<u>Billy Melzow</u>	<u>IT</u>
<u>Kathlyn Battles</u>	<u>Purchasing</u>
<u>Summer Dmboc</u>	<u>I</u>
<u>Spencer Mags</u>	<u>Budget.</u>

# BRAZOS COUNTY COMMISSIONER'S COURT

28<sup>th</sup> DAY OF January, 2025  
10:00 AM/PM, Regular

**Name**

(PLEASE PRINT)

**Organization**

(PLEASE PRINT)

Merrill Bonarrigo

messaging Hof

Asa Tillson

Agribiz DNR

Christine Shimick

citizen (NEL)

Keith Bullery

No Loop

KYLE GREENWOOD

NO EAST LOOP

Beverly Ann

"

Alison Lindholm

Co Judge

Kimberly Rouch

co judge

Ed bull

comm court

Bob Lanke

Prof. Mgmt

Trevor Lansdown

Prof. Mgmt

Marsha Anderson

CJ Off.

Donald Lampa

Leslie Contreras

RISK

Raiana McConathy

HR

# BRAZOS COUNTY COMMISSIONER'S COURT

28<sup>th</sup> DAY OF January, 2025  
10:00 (AM)/PM, Regular

Name (PLEASE PRINT)	Organization (PLEASE PRINT)
Abigail Belangeri	BCSO
Dwayne Holoway Kevin St. Cyr	Fleet BCSO
Trudy Hancock	Elections
Jennifer Salazar	HR
Keith T. King	
Cristin Villarral	Tras
<del>J. Golekner</del>	<del>BdA</del>
<del>K. [unclear]</del>	<del>85<sup>th</sup></del>
Jo Marlobo	Brazos Transit District
Wendy Weedon Wm. Charles Weat	Brazos Transit District Purch.
Pam Robertson	Veteran Service
Keith Trowway	M/A
Terrence Nunn	JP Pot 2

## East Loop Speech Topics

I first want to thank the committee members for allowing me to speak today on my family's behalf. I have put a lot of thought into the following topic about the East Loop. I fully understand the need for progress and expansion; however, I am also aware of the cost it comes with and would hope that the elected leaders would consider the families involved and the legacy's that have been established in Brazos County in most cases for generations.

I would like to talk specifically about my grandfather's home, (Dilly Shaw Tap) now home to my mother and her sister's families. My Grandfather came to TX in the late 60's for a job and better family opportunity and decided to settle in Brazos County and make it home, what he thought would be for generations to come, and many hard days of blood, sweat, and hard work went into making it come true. Over the years it became a safe haven for our family when times are hard, or you just needed a place to refocus on life. It first started for me when I was around 4 or 5 years old when I would go to my grandparents' house every weekend. I was too young at the time to fully understand what framework was being laid for my foundation when I became a man, in the future I would spend weekends working the 22 acres, doing many things like cleaning stalls, hauling hay, shredding the pasture, weed eating, painting or building fence and other activities. During this time, I was being taught life lessons in the long talks me and my grandfather would have together, and at lunch time grandma always had hot food ready and call us up to the house to eat (grandpa always took a quick nap, but according to him he wasn't sleeping just resting his eyes). When I was in the 7<sup>th</sup> grade our house was lost in a fire, I went to grandpa's house on Dilly Shaw Tap to seek safety and comfort. When I graduated high school, I entered the military which I would spend the next 25 years of my life, the one thing that keep me centered in life was when I came home to Grandpas on Dilly Shaw Tap, and since his passing spending time there periodically I hear his voice talking to me to complete what you start, look someone in the eye when you talk to them, your hand shake and word is worth more to a man than any amount of money or fame.

I feel like my story is like many in Brazos County where the East Loop is trying to take our memories, land and family legacies that the foundation was laid by those who came before us and set up homesteads. I believe that the 25 years myself and countless other military members spent serving our country, was to protect what we love and those we love. I feel that it is what I am doing now again. The East loop isn't a sign of progress, it's a sign of what we are losing as a society, we are constantly being told we must adhere to his type of living or this will happen. I believe this should be left to those who own the land in it rather they sale or not. I will close by saying I heard a song the other day by Cody Johnson "Dirt Cheap", this song sums up what many of us feel about the East Loop proposal. If you haven't heard it, I encourage you to go listen. Finally, I would like to say thanks again to the board for giving me time to tell my story, which is one of many & I hope another solution is found besides taking land from those that have worked hard for generations to keep it. Thanks.



**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 1/28/2025

ITEM: Approval of Resolution 25-001 providing for the public sale of property acquired by the County of Brazos from delinquent taxes.

TO: Commissioners Court

DATE: 01/16/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

<b><u>File Name</u></b>	<b><u>Description</u></b>	<b><u>Type</u></b>
<a href="#">Resolution Providing for the Public Sale of Property Brazos County from Delinquent Taxes- Brazos 2 4 25.pdf</a>	Resolution for Tax Resale Property - Delinquent Taxes	Cover Memo
<a href="#">Resolution of Tax Resale Property - February Sale - Backup.pdf</a>	Backup Resolution for Tax Resale Property - Delinquent Taxes	Cover Memo

**RESOLUTION PROVIDING FOR THE PUBLIC SALE  
OF PROPERTY ACQUIRED BY THE COUNTY OF BRAZOS  
FROM DELINQUENT TAXES**

**WHEREAS**, the following properties in Brazos County were offered for sale by the Sheriff of Brazos County, Texas at a public auction pursuant to a judgment of foreclosure for delinquent taxes by the District Court; and

**WHEREAS**, those parcels of land did not receive a sufficient bid as set by law and were struck off to the County of Brazos, for the use and benefit of itself and the taxing units for which it collects property taxes, pursuant to TEX. PROP. TAX CODE § 34.01 (j); and


**WHEREAS**, TEX. PROP. TAX CODE § 34.05 (c) and (d) provide that we may request that the Sheriff sell the property at a public sale for any sufficient bid.

Cause No. 16-000591-CV-272  
Account No. 000000035115

Lot 3, Block 48, Oak Grove Park, City of Bryan, Brazos County, Texas  
(Volume 11726, Page 259 of the Deed Records, Brazos County, Texas),  
409 Boulevard St, (Bid in Trust 8/1/2017)

**THEREFORE, BE IT HEREBY RESOLVED** by the Commissioner's Court of the County of Brazos, Texas that the County of Brazos, Texas hereby directs the Sheriff of Brazos County, Texas to conduct a sale on the first Tuesday in February, 2025 in the manner prescribed by the Texas Rules of Civil Procedure and TEX. PROP. TAX CODE §34.05 (c) and (d).

**PASSED, APPROVED AND ADOPTED** this the 28 day of Jan., 2025.


  
\_\_\_\_\_  
County Judge – Duane Peters

  
\_\_\_\_\_  
Commissioner, Precinct 1 – Bentley Nettles

  
\_\_\_\_\_  
Commissioner, Precinct 2 – Chuck Konderla

  
\_\_\_\_\_  
Commissioner, Precinct 3 – Fred Brown

Absent  
\_\_\_\_\_  
Commissioner, Precinct 4 – Wanda Watson

  
\_\_\_\_\_  
County Clerk – Karen McQueen

**From:** [Stephanie Pesina](#)  
**To:** [Marsha D. Anderson](#)  
**Subject:** Commissioner's Court Agenda - Resolutions for Tax Resale Property (February Sale)  
**Date:** Thursday, January 16, 2025 11:54:43 AM  
**Attachments:** [image001.png](#)  
[Resolution - Brazos 2 4 25.pdf](#)

---

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Good morning,

Our office represents The County of Brazos, Texas in the collection of delinquent property tax.

Please find enclosed Resolutions to approve the bids for the Brazos Tax Resale Properties for our February 4, 2025, Tax Foreclosure Sale.

Please add to next Commissioners Court Agenda.

Please let me know if you have any questions.

Thank you,

**Stephanie Pesina | Administrative Assistant**

E-mail : [spesina@mybalaw.com](mailto:spesina@mybalaw.com)

Main : 979-775-1888



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**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 1/28/2025

ITEM: Approval of reappointment of Linda Goolsby to the MHMR Authority of Brazos Valley Board of Trustees. Term of appointment is March 1, 2025 - February 28, 2027.

TO: Commissioners Court

DATE: 01/01/2025

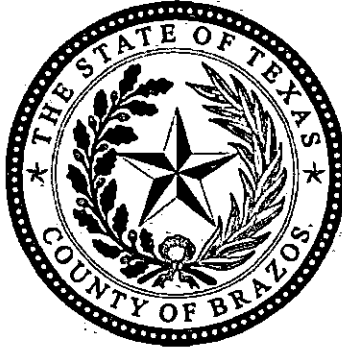
FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

<b><u>File Name</u></b>	<b><u>Description</u></b>	<b><u>Type</u></b>
<a href="#">Linda Goolsby - Reappointment - MHMR Authority of Brazos Valley Board of Trustees.pdf</a>	Reappointment Certificate for Linda Goolsby	Cover Memo
<a href="#">Letter MHMR Authority of Brazos Valley Board of Trustees Appointment Request.pdf</a>	Reappointment to MHMR Board	Cover Memo



**BRAZOS COUNTY**  
**BRYAN, TEXAS**

**REAPPOINTMENT**

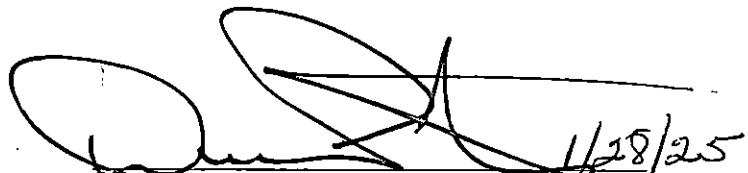
The Commissioners Court of Brazos County does hereby approve the reappointment of

*Linda Goolsby*

to the

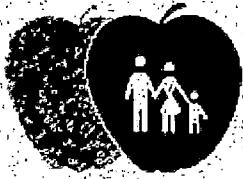
**MHMR Authority of Brazos Valley Board of Trustees**

The term of this appointment is March 1, 2025 through February 28, 2027.

  
Duane Peters  
County Judge

1/28/25  
Date

# MHMR Authority of Brazos Valley



**For a Healthy, Happy Tomorrow**

---

CENTRAL ADMINISTRATION  
1504 S. Texas Avenue  
Bryan, Texas 77802-1015  
(979) 822-MHMR  
FAX (979) 361-9806

MAILING ADDRESS  
P.O. Box 4588  
Bryan, Texas 77805-4588

BRAZOS COUNTY  
MH SERVICES  
804 S. Texas Ave.  
Bryan, TX 77803-3946  
(979)822-6467

DAY HAB SERVICES  
Life Choices Center  
623 C. Mary Lake  
Bryan, TX 77801-3424  
(979) 361-9870

BURLESON COUNTY  
P.O. Box 615  
103 E. Hwy. 21  
Caldwell, TX 77836-1225  
(979) 567-4377

GRIMES COUNTY  
702 S. LaSalle  
Navasota, TX 77868-3858  
(936) 825-7969

LEON COUNTY  
P.O. Box 512  
203 West Main  
Centerville, TX 75833-0512  
(903) 536-2180

MADISON COUNTY  
P.O. Box 672  
3438 Hwy 21  
Madisonville, TX 77864-0672  
(936) 348-3695

ROBERTSON COUNTY  
1212 W. Brown  
Hearne, TX 77859-3067  
(979) 279-5193

WASHINGTON COUNTY  
P.O. Box 1662  
300 Lounge Road  
Brenham, TX 77833-2128  
(979) 830-0008

December 18, 2024

Brazos County Commissioners Court  
Attn: Honorable Duane Peters  
200 S. Texas Avenue, Ste 332  
Bryan, Texas 77803

Re: MHMR Authority of Brazos Valley Board of Trustees Appointment

Dear Judge Peters & Commissioners:

Please be advised that Linda Goolsby's term as a Board of Trustee member of Mental Health Mental Retardation Authority of Brazos Valley (MHMRABV) expires on February 28, 2025. Mrs. Goolsby has been a supportive and dedicated member of the Board. She continues to be an asset to MHMRABV by always placing the needs of the staff and the consumers first.

Pursuant to the guidelines established by Senate Bill 112 (SB112), MHMRABV requests your reappointment of Linda Goolsby to fill the upcoming term, March 1, 2025 through February 28, 2027. For your convenience, a summary of applicable sections of Senate Bill 112 as follows:

1. Board of Trustees established by an organizational combination of local agencies (i.e. MHMRABV's seven-county commissioners' courts) either:
  - shall consist of 5 to 9 members selected from the membership of the commissioners' courts; or
  - may consist of 5 to 9 members jointly appointed by the commissioners' court from among the qualified voters of the region to be served.
2. In appointing Trustees, the commissioners' courts shall prescribe the procedures related to the appointment of a Trustee position which shall:

*Serving the Brazos Valley for over 50 Years*

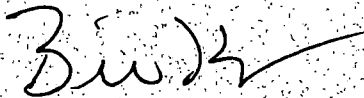
- establish criteria for becoming a Trustee (including the “non-eligibility” for appointment prohibitions contained in Sec. 3.02B
- (a) re conflicts of interest, “pre-assumption of office” training requirements established by) Sec. 3.02A (b);
- establish the application procedure and appointment to a position on the Board, including posting notice of filling of such position;
- attempt to reflect the ethnic and geographic diversity of the MHMRABV’s seven-county local service area;
- assure inclusion of the Board of one or more persons who are consumers or family members of consumers of the type of services provided by MHMRABV;
- state the grounds for and procedure for removing a Trustee including those grounds stated in Sec. 3.02(B) (g)

Linda Goolsby has been a highly effective member of our cohesive team and her reappointment for the ensuing term would provide needed continuity for the MHMR Authority of Brazos Valley. Every Community Mental Health Mental Retardation Center in the State of Texas continually faces tremendous challenges year after year. The current challenges include 1) under-funded system, 2) ever-increasing need for services, 3) Local Network Development Planning, and 4) Managed Care just to name a few. In order to continue meeting the challenges of the next two years, it is necessary to have a dedicated and creative Board of Trustees, which in my opinion currently exists. With Linda Goolsby’s agreement, and your approval, MHMR Authority of Brazos Valley would welcome her continued assistance and guidance for another two-year term, or your consideration for a new appointment.

Please return a copy of the agenda and minutes in order to document the action of the commissioners’ court with a letter stating that Mrs. Goolsby has been re-appointed.

Thank you for your continued support of MHMRABV. Please do not hesitate to contact me at (979)361-9840 if you need any further information. Your prompt attention and cooperation in this matter is greatly appreciated.

Respectfully Submitted,



Bill Kelly  
Executive Director

Cc: Linda Goolsby



**Mental Health Mental Retardation  
Authority of Brazos Valley**

1504 Texas Avenue, Bryan, Texas 77802  
P.O. Box 4588, Bryan, Texas 77805

HOUSTON TX RPDC 773

18 DEC 2024 PM 4:2



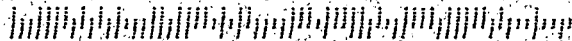
US POSTAGE™ PITNEY BOWES



ZIP 77805 \$ 000.69<sup>0</sup>  
02 4W  
0000384755-DEC 18 2024

**Brazos County Commissioners Court  
Attn: Honorable Duane Peters  
200 S. Texas Avenue, Ste 332  
Bryan, Texas 77803**

77803-399982





**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT: Budget Office NUMBER:

DATE OF COURT MEETING: 1/28/2025

ITEM: Request authorization to wire transfer up to \$5,396,749.68 to HHSC for the DY 14 Advance Uncompensated Care Payment for the benefit of participating hospitals using funding from the Brazos County Local Provider Participation Fund.

TO: Commissioners Court

FROM: Nina Payne

DATE: 01/22/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

SOURCE OF FUNDS: Brazos County LPPF (Fund 16000)

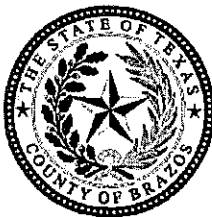
REQUIREMENTS: Funds must be set up using the TexNet system as required by HHSC. Last day to submit IGT on TexNet is Monday, February 3, 2025, with a settlement date of Tuesday, February 4, 2025.

NOTES/EXCEPTIONS: In accordance with Texas Administrative Code 1 TAC §355.8212, beginning in Federal Fiscal Year (FFY) 2024, all hospitals, except for state-owned and rural hospitals, are required to enroll, participate in, and comply with requirements for voluntary supplemental Medicaid or directed Medicaid programs for which the hospital is eligible within the State of Texas to participate in UC. Details on this requirement can be found in §355.8212 (c)(1)(F). For additional information, please visit: <https://pfd.hhs.texas.gov/hospitals-clinic/hospital-services/uncompensated-care-payments>

ACTION REQUESTED OR ALTERNATIVES: Request approval.

**ATTACHMENTS:**

<b><u>File Name</u></b>	<b><u>Description</u></b>	<b><u>Type</u></b>
<a href="#">Uncompensated Care IGT Request February 2025.pdf</a>	IGT - UC Request	Cover Memo
<a href="#">Uncompensated Care Overview.pdf</a>	Uncompensated Care Overview	Backup Material
<a href="#">DY14 Advance UC IGT Allocation Form - Brazos LPPF.pdf</a>	UC DY 14 Advance Backup	Backup Material



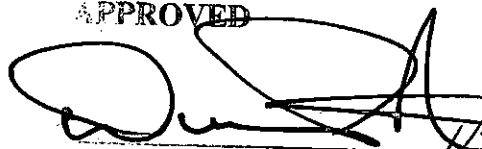
**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT: Budget Office NUMBER:  
DATE OF COURT MEETING: 1/28/2025  
ITEM: Request authorization to wire transfer up to \$5,396,749.68 to HHSC for the DY 14 Advance Uncompensated Care Payment for the benefit of participating hospitals using funding from the Brazos County Local Provider Participation Fund.  
TO: Commissioners Court  
FROM: Nina Payne  
DATE: 01/22/2025  
FISCAL IMPACT: False  
BUDGETED: False  
DOLLAR AMOUNT: \$0.00  
SOURCE OF FUNDS: Brazos County LPPF (Fund 16000)  
REQUIREMENTS: Funds must be set up using the TexNet system as required by HHSC. Last day to submit IGT on TexNet is Monday, February 3, 2025, with a settlement date of Tuesday, February 4, 2025.  
NOTES/EXCEPTIONS: In accordance with Texas Administrative Code 1 TAC §355.8212, beginning in Federal Fiscal Year (FFY) 2024, all hospitals, except for state-owned and rural hospitals, are required to enroll, participate in, and comply with requirements for voluntary supplemental Medicaid or directed Medicaid programs for which the hospital is eligible within the State of Texas to participate in UC. Details on this requirement can be found in §355.8212 (c)(1)(F). For additional information, please visit: <https://pfd.hhs.texas.gov/hospitals-clinic/hospital-services/uncompensated-care-payments>  
ACTION REQUESTED OR ALTERNATIVES: Request approval.

**ATTACHMENTS:**

<u>File Name</u>	<u>Description</u>	<u>Type</u>
Uncompensated_Care_IGT_Request_February_2025.pdf	IGT - UC Request	Cover Memo
Uncompensated_Care_Overview.pdf	Uncompensated Care Overview	Backup Material
DY14_Advance_UC_IGT_Allocation_Form_-_Brazos_LPPF.pdf	UC DY 14 Advance Backup	Backup Material

APPROVED

  
Gusne Peters  
County Judge  
Date 1/28/25

## Nina Payne

---

**From:** Alex Russell <alex@ahcv.com>  
**Sent:** Wednesday, January 22, 2025 5:26 PM  
**To:** Nina Payne; Caroline Simpson; Edward C. Bull; Jamie L. Cartwright; Cristian T. Villarreal; Katie D. Conner  
**Cc:** Sherra Mershon; Justin Flores; Zach Ervin  
**Subject:** RE: Uncompensated Care Program DY 14 IGT Notification – Advance Payment  
**Attachments:** 20250122 DY14 Advance UC IGT Allocation Form - Brazos LPPF.xlsx

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Hello Brazos County team!

As you know, the upcoming UC DY14 Advance IGT is taking place on **Monday, February 3<sup>rd</sup>**. Accordingly, the hospitals participating within the Brazos County LPPF would like to request the following IGT amount noted below. (Please review the accompanying allocation.) **Please note:** This amount is the maximum amount we expect Brazos County to IGT for the MRSA Central SDA; however, we expect legacy funding sources to reduce the need. These have not been verified yet and we will communicate any such reduction as soon as we are able.

### **UC DY14 Advance – total requested IGT amount \$5,396,749.68**

- Jefferson SDA: \$173,147.29
- MRSA Central SDA: \$4,549,768.19
- Travis SDA: \$673,834.20

HHSC requires this amount to be entered into TexNet no later than the close of business **2/3/2025 with a settlement date of 2/4/2025**. These funds will need to be placed in the "UC" Bucket. Upon successful completion of the IGT, please submit the PDF of the TexNet Trace Sheets and allocation forms to [PFD\\_UC\\_Payments@hhs.texas.gov](mailto:PFD_UC_Payments@hhs.texas.gov). **AHCV also kindly requests to be copied on the TexNet submission to HHSC on or before the deadline noted above.**

Please do not hesitate to contact us with any questions.

Regards,

### **Alex Russell | Director of Finance**

Adelanto HealthCare Ventures L.L.C.  
174 Saundersville Road, Suite 504  
Hendersonville, TN 37075  
Cell: (615) 663-6204

<http://www.ahcv.com>



---

**From:** Nina Payne <npayne@brazoscountytexas.gov>

**Sent:** Wednesday, January 15, 2025 10:45 AM

**To:** Caroline Simpson <caroline@ahcv.com>; Edward C. Bull <EBull@brazoscountytexas.gov>; Jamie L. Cartwright <JCartwright@brazoscountytexas.gov>; Cristian T. Villarreal <CVillarreal@brazoscountytexas.gov>; Katie D. Conner <KConner@brazoscountytexas.gov>

**Cc:** Sherra Mershon <smershon@ahcv.com>; Alex Russell <alex@ahcv.com>; Justin Flores <justin@ahcv.com>; Zach Ervin <zervin@ahcv.com>

**Subject:** RE: Uncompensated Care Program DY 14 IGT Notification – Advance Payment

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Caroline,

For Brazos County to meet the TexNet due date of February 3<sup>rd</sup>, I must receive the IGT amounts no later than Wednesday, January 22<sup>nd</sup>.

Thanks,

Nina N. Payne

Budget Officer, Brazos County

Brazos County Administration Building

200 South Texas Avenue

Brazos County, Texas 77803

tel. (979)361-4186

fax (979)361-4503

**ATTENTION PUBLIC OFFICIALS (elected and/or volunteers): A "Reply to All" of this e-mail could lead to violations of the Texas Open Meetings Act. If replying, please reply only to the sender.**

---

**From:** Caroline Simpson <caroline@ahcv.com>

**Sent:** Wednesday, January 15, 2025 10:04 AM

**To:** Edward C. Bull <EBull@brazoscountytexas.gov>; Nina Payne <npayne@brazoscountytexas.gov>; Jamie L. Cartwright <JCartwright@brazoscountytexas.gov>; Cristian T. Villarreal <CVillarreal@brazoscountytexas.gov>; Katie D. Conner <KConner@brazoscountytexas.gov>

**Cc:** Sherra Mershon <smershon@ahcv.com>; Alex Russell <alex@ahcv.com>; Justin Flores <justin@ahcv.com>; Zach Ervin <zervin@ahcv.com>

**Subject:** Uncompensated Care Program DY 14 IGT Notification – Advance Payment

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Hello, Brazos County Team!

We hope this email finds you in a great place!

We want to make you aware of the most recent timeline from HHSC regarding the upcoming UC DY14 Advance IGT. Below is the timeline provided by HHSC, which shows a TexNet due date of **Monday, February 3<sup>rd</sup>, 2025**, with a settlement date of February 4<sup>th</sup>.

**UC DY14 Advance IGT Timeline**

- Last day to enter TexNet/IGT Due Date: Monday, February 3<sup>rd</sup>, 2025
- IGT Settlement Date: Tuesday, February 4<sup>th</sup>, 2025

We will work to provide you with recommended IGT amounts no later than, January 29<sup>th</sup>, 2025. **Please confirm that this timeline is sufficient to ensure the IGT can be submitted on or before the February 3<sup>rd</sup> deadline.**

Let us know if you have any questions and thank you for your continued assistance and flexibility.

Thank you,

**Caroline Simpson | Senior Financial Analyst**

Adelanto Healthcare Ventures, L.L.C.

Mobile: 270-991-6430

Web: [www.ahcv.com](http://www.ahcv.com)

Email: [caroline@ahcv.com](mailto:caroline@ahcv.com)

174 Saundersville Road, Suite 503 & 504

Hendersonville, TN 37075

---

**From:** Texas Health and Human Services Commission <[txhhs@public.govdelivery.com](mailto:txhhs@public.govdelivery.com)>

**Sent:** Tuesday, January 14, 2025 9:07:26 AM

**To:** Caroline Simpson [caroline@ahcv.com](mailto:caroline@ahcv.com)

**Subject:** UC Program DY14 IGT Notification – Advance Payment

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**UC Program DY14 IGT Notification – Advance Payment**

HHSC is providing notification of the Intergovernmental Transfers (IGT) call for the Uncompensated Care (UC) Demonstration Year (DY) 14 Advance Payment.

DY14 UC Advance Calculation File for Hospitals and Physician Group has been updated as of Jan. 13, 2025 and can be found under the "UC Advance Calculation Files" heading on the [Provider Finance Department website](#).

State Hospitals (except UT Southwestern), must submit a journal entry for the **All Funds/Payment Amount** located in **Column O** of the "UC DY14 Advanced Calculation" tab. The journal entry should be submitted no later than **Feb. 10, 2025**.

IGT transfer amounts for all others (including UT Southwestern) can be found in **Column P** on the same "UC DY14 Advanced Calculation" tab of the DY14 UC Advance Calculation file.

The IGT must be entered into TexNet **no later than the close of business on Feb. 3, 2025**, with a settlement date of Feb. 4, 2025.

- This settlement date is non-negotiable.
- The funds need to be placed in the "UC" Bucket.

Funds should be transferred through TexNet using the [TexNet instructions](#). After transferring funds, please send an email with a screenshot or PDF of the confirmation or trace sheet to the [Provider Finance Payments UC Team](#).

An IGT allocation form designating what Service Delivery Area (SDA) the IGT is being submitted for must also be submitted with the Trace Sheet. Submit the trace sheet and IGT allocation as two separate documents. The "UC SDA Allocation Form" can be found under the "Additional Information" heading on the [UC Payments website](#).

Email any questions regarding the calculation in general to the [Provider Finance Hospital Services Team](#).

---

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This email was sent to [alex@ahcv.com](mailto:alex@ahcv.com) using govDelivery Communications Cloud on behalf of: Texas Health and Human Services Commission · 707 17th St, Suite 4000 · Denver, CO 80202



■

## OVERVIEW

The intent of the Texas Medicaid Waiver Application (“UC Application”) is to provide a simplified way to subsidize the costs incurred by hospitals and physicians for patient care services (as further defined below) provided to Medicaid and Uninsured patients that are not reimbursed through the claims adjudication process or by other supplemental payments. All UC payments to providers and all expenditures described as UC permissible expenditures must not exceed the cost of services provided to Medicaid and Uninsured patients as defined and discussed in this protocol. These unreimbursed Medicaid and Uninsured costs are determined based on one of two UC tools depending on the type of entity providing the service. These tools have been approved by the Centers for Medicare and Medicaid Services (CMS). To the extent that there are UC expenditures a hospital provider wants to make against the UC cost limit, and the methodology for capturing such expenditures is not stated in this protocol, the expenditures must be approved by CMS prior to the submission of the reconciliation for the applicable period for the expenditures.

The Medicaid coverage limitations under Section 1905(a) of the Act, which excludes coverage for patients in an IMD who are under age 65, except for coverage of inpatient psychiatric hospital services for individuals under age 21, are applicable.

The Texas Hospital Uncompensated Care tool (“TXHUC”) will be utilized by hospitals to determine their unreimbursed costs for Medicaid and Uninsured patients for physician’s and mid-level professional’s direct patient care services where the hospital incurs these costs. In addition, if the hospital has unreimbursed hospital costs for services provided to Medicaid and Uninsured patients that were not paid via the claims adjudication process or thru the Medicaid Disproportionate Share (DSH) pool, these costs can be included in the TXHUC application. Also, for some hospitals meeting the criteria, unreimbursed pharmacy costs for take home drugs provided by the hospital to Medicaid and Uninsured patients will be included in the TXHUC application.

The Texas Physicians Uncompensated Care tool (“TXPUC”) will be utilized by physician entities that provide direct patient care physician and mid-level professional services to Medicaid and Uninsured patients in a hospital setting and the professional entity is not reimbursed under a contractual or employment relationship by the hospital for these services. The professional entity may also include in its TXPUC application the costs related to direct patient care services provided to Medicaid and Uninsured patients in a non-hospital setting. Only physician entities that had previously received payments under the Texas Medicaid Physician UPL (Upper Payment Limit) program and their successor organizations are eligible to submit a TXPUC application under the 1115 Waiver program.

The costs and other data included in the initial UC application should be representative of the fiscal period from October 1, 2009 through September 30, 2010. The UC application should be submitted to the Texas Health and Human Services Commission (HHSC) by the deadline specified by HHSC on its website at <http://www.hhsc.state.tx.us/rad/hospital-svcs/1115-waiver.shtml>. Applications for future fiscal periods which will cover the period from October 1 through September 30 of the applicable years will be due to HHSC by the deadline specified by HHSC. For hospitals, due to the five (5) month time period for the completion of the Medicare cost report which serves as the basis for the costs to be reported on the UC application, some entities will not have completed their cost report prior to the deadline for the submission of their UC application. In these situations, the hospital should submit a full 12 months of data on the UC application based on the most recently completed Medicare cost reporting period that includes a minimum of twelve (12) months. It should be noted that when HHSC completes the reconciliation process, HHSC will utilize the hospital’s actual data reported on their respective UC applications, weighted accordingly, to determine the hospital’s final UC Pool distribution. This should not be an issue

for physician and mid-level professional organizations since their financial data should be available immediately following the end of their respective fiscal years.

All costs and other data reported in the UC Application are subject to the Medicare regulations and Program instructions. The entity submitting the UC Application must maintain adequate supporting documentation for all information included in the UC Application in accordance with the Medicare program's data retention policies. The entity must submit the supporting documentation upon request from HHSC.

For purposes of the UC Application, a mid-level professional is defined as:

- Certified Registered Nurse Anesthetist (CRNA)
- Nurse Practitioner
- Physician Assistant
- Dentist
- Certified Nurse Midwife
- Clinical Social Worker
- Clinical Psychologist
- Optometrist

For purposes of the UC Application, a visit is defined as:

A face-to-face encounter between a patient and a physician. Multiple encounters with the same physician that take place on the same day and at a single location constitute a single visit. More than one visit may be counted on the same day (which may be at a different location) in either of the following situations:

- a) When the patient, after the first visit, suffers illness or injury requiring another diagnosis or treatment, two visits may be counted.
- b) When the patient is seen by a dentist and sees a physician, two visits may be counted.

# Brazos County LPPF DY14 UC/SDA Allocation Form

TRACE Number:

**Agenda Date:** Tuesday, January 28, 2025

**TexNet:** Monday, February 3, 2025

**Settlement Date:** Tuesday, February 4, 2025

**Bucket:** "UC" Bucket

*The Trace Number is in the receipt you receive from the Comptroller once you have submitted your IGT into TexNet.*

**The Trace Sheet and Allocation Form must be submitted together in the same email. All Trace Sheet submissions must be accompanied by an Allocation Form. If a governmental entity is submitting in multiple SDA's, a separate allocation form must be submitted for each SDA**

<b>SDA</b>	<b>Government Entity</b>	<b>IGT Total</b>
Jefferson	Brazos County LPPF	\$ 173,147.29
MRSA Central	Brazos County LPPF	\$ 4,549,768.19
Travis	Brazos County LPPF	\$ 673,834.20
<b>Total</b>		<b>\$ 5,396,749.68</b>

Check

-

Nina Payne

[npayne@brazoscountytexas.gov](mailto:npayne@brazoscountytexas.gov)

979-361-4186

Katie Conner

[kconner@brazoscountytexas.gov](mailto:kconner@brazoscountytexas.gov)

979-361-4359



**BRAZOS COUNTY  
BRYAN, TEXAS**

---

DEPARTMENT: Fleet Services NUMBER:

DATE OF COURT MEETING: 1/28/2025

ITEM: Approval requested from Fleet Services to transfer a 2006 E350 known as Asset #A001000640 from Jail Division to Facility Services and remove a 2000 Chevrolet Express known as Asset #1700015454 from Facility Services.

TO: Commissioners Court

FROM: Dwayne Holloway

DATE: 01/23/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ACTION REQUESTED OR ALTERNATIVES: Fleet Services would like to request the transfer of a 2006 E350 known as Asset #A001000640 from Jail Division to Facility Services and remove a 2000 Chevrolet Express known as Asset #1700015454 from Facility Services.

**ATTACHMENTS:**

**File Name**

[Vehicle Transfer Memo.pdf](#)

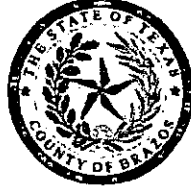
**Description**

Memo to Transfer Assets

**Type**

Cover Memo





**BRAZOS COUNTY  
FLEET SERVICES**  
*Ken Chadwick, Fleet Manager*

Duane Peters, Brazos County Judge

Bentley Nettles, County Commissioner Pct. 1  
Chuck Konderla, County Commissioner Pct. 2

Fred Brown, County Commissioner Pct. 3  
Wanda J. Watson, County Commissioner Pct. 4

**MEMORANDUM**

From: Dwayne Holloway  
Assistant Fleet Director

Date: January 23, 2025

Re: Vehicle Transfer

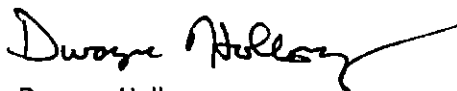
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Fleet Services respectfully requests your approval to transfer a Jail food van (Jail 135 - 2006 E350, 20,000 miles), which is no longer in use, from the Jail Division to Facilities Services. In exchange, we would like to remove van FS1373 (2000 Chevrolet Express, 67,335 miles) from the Facilities Services fleet.

Additionally, we propose placing a 2015 Durango (SO234) in place of FS1373 within the Jail Division. The Durango would better meet the needs of the department, primarily for running errands, compared to the current E350 van.

During the FY25 budget process, Facilities Services requested a high-roof van to replace FS1373 due to its age and condition. With the Jail van no longer in use, this transfer would effectively fulfill the request.

We appreciate your consideration and approval of this proposal.

  
Dwayne Holloway

**APPROVED**  
  
Duane Peters  
County Judge  
Date 1/28/25



**BRAZOS COUNTY  
BRYAN, TEXAS**

---

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 1/28/2025

ITEM: Approval of Acceptance of Assignment of Commercial Contract - Improved Property at 2504 Kent Street, Bryan, Brazos County, Texas.

TO: Commissioners Court

DATE: 01/15/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

**File Name**

**Description**

**Type**

[Assignment of Contract - 2504 Kent St \(Signed\).pdf](#)

Assignment of Contract

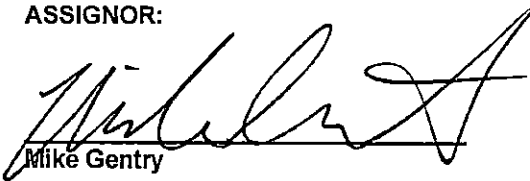
Cover Memo

**ASSIGNMENT OF COMMERCIAL CONTRACT – IMPROVED PROPERTY**


FOR VALUE RECEIVED, Mike Gentry ("Assignor"), does hereby sell, assign, and transfer to Brazos County ("Assignee"), all right, title, and interest in and to that certain Commercial Contract – Improved Property dated effective December 11, 2024 (the "Contract"), executed by Rosenbaum Schoenvogel Investments, LP, as the Seller, and Assignor as the Buyer, for the sale and purchase of that certain tract or parcel of land located at 2504 Kent Street, Bryan, Brazos County, Texas, as more particularly described in the Contract.

EXECUTED on the 15<sup>th</sup> day of January 2025.

ASSIGNOR:

  
Mike Gentry

APPROVED

  
Duane Peters  
County Judge

1/28/25  
Date

**ACCEPTANCE OF ASSIGNMENT**

Assignee hereby accepts the foregoing assignment of the Contract and agrees to assume and perform all the duties and obligations to be performed by the Buyer under the Contract to the same extent as if Assignee had originally been named as the Buyer in the Contract.

EXECUTED on the 28 day of January 2025.

**ASSIGNEE:**

**BRAZOS COUNTY**

By: 

Name: Duane Peters

Title: County Judge



**BRAZOS COUNTY  
BRYAN, TEXAS**

---

DEPARTMENT: Purchasing NUMBER:  
DATE OF COURT MEETING: 1/28/2025  
ITEM: Approval to purchase election equipment upgrade and supplies from Hart InterCivic in the amount of \$25,690.04.  
TO: Commissioners Court  
FROM: Presley Nelson  
DATE: 01/23/2025  
FISCAL IMPACT: False  
BUDGETED: False  
DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

<u>File Name</u>	<u>Description</u>	<u>Type</u>
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**BRAZOS COUNTY  
BRYAN, TEXAS**

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DEPARTMENT: Purchasing NUMBER:  
DATE OF COURT MEETING: 1/28/2025  
ITEM: Approval of Deductive Change Order to CIP #23-607 Macey Road Reconstruction with Knife River Corp. in the amount of \$220,218.71, decreasing the total contract amount to \$5,250,674.24.  
TO: Commissioners Court  
FROM: Presley Nelson  
DATE: 01/22/2025  
FISCAL IMPACT: False  
BUDGETED: False  
DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

<b><u>File Name</u></b>	<b><u>Description</u></b>	<b><u>Type</u></b>
<a href="#">Partly Executed Change Order #1.pdf</a>	Change Order #1	Backup Material
<a href="#">Fully Executed Contract - Knife River (Macey).pdf</a>	Original Contract	Backup Material



**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT: Purchasing NUMBER:  
DATE OF COURT MEETING: 1/28/2025  
ITEM: Approval of deductive change order to CIP #23-607 Macey Road Reconstruction with Knife River Corp. in the amount of \$220,218.71, decreasing the total contract amount to \$5,250,674.24.  
TO: Commissioners Court  
FROM: Presley Nelson  
DATE: 01/22/2025  
FISCAL IMPACT: False  
BUDGETED: False  
DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

<u>File Name</u>	<u>Description</u>	<u>Type</u>
<u>Partly_Executed_Change_Order_#1.pdf</u>	Change Order #1	Backup Material
<u>Fully_Executed_Contract_-_Knife_River_(Macey).pdf</u>	Original Contract	Backup Material

**APPROVED**



1/28/25

Duane Peters  
County Judge

Date

**CHANGE ORDER #1**

Date of Issuance: 1/10/2025

Owner: Brazos County Road & Bridge

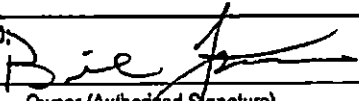

Owner's Contract No.: CIP # 23-607

Contractor: Knife River Corp. - South

Engineer's Project No.: 619020

Project: Macey Road

The Contract is modified as follows upon execution of this Change Order:  
Description: Deductions for items not used.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT ITEMS FOR MACEY ROAD
Original Contract Price: <u>\$5,470,892.95</u>	Original Contract Times: <u>170 Days</u> Substantial Completion: <u>April 24, 2024</u> Ready for Final Payment: <u>May 24, 2024</u>
Change from previously approved Change Order : <u>N/A</u> <u>\$0.00</u>	Change from previously approved Change Orders: <u>0 days</u> Substantial Completion: <u>April 24, 2024</u> Ready for Final Payment: <u>May 24, 2024</u>
Contract Price prior to this Change Order: <u>\$5,470,892.95</u>	Contract Times prior to this Change Order: <u>179 days</u> Substantial Completion: <u>October 20, 2024</u> Ready for Final Payment: <u>November 19, 2024</u>
Decrease of this Change Order: <u>-\$220,218.71</u>	Change of this Change Order: <u>N/A</u> Additional Days: <u>N/A</u> Substantial Completion: <u>October 20, 2024</u> Ready for Final Payment: <u>November 19, 2024</u>
Contractor Price Incorporating this Change Order: <u>\$5,250,674.24</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>October 20, 2024</u> Ready for Final Payment: <u>November 19, 2024</u>
APPROVED: By: <u></u> Owner (Authorized Signature) Title: <u>VP/GR</u> Date: <u>1.13.2025</u>	ACCEPTED: By: <u></u> Contractor (Authorized Signature) Title: <u>County Judge</u> Date: <u>1/28/25</u>

RECOMMENDED:  
By:   
Title: Civil Engineer

Date: 01/10/2025



**AGREEMENT  
FOR MACEY ROAD RECONSTRUCTION**

**RFP # CIP 23-607**

**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 MACEY ROAD RECONSTRUCTION, Brazos County, Texas, in the amount of **FIVE MILLION, FOUR HUNDRED AND SEVENTY THOUSAND, EIGHT HUNDRED AND NINETY TWO DOLLOARS AND NINETY FIVE CENTS (\$5,470,892.95)** is entered into this **10** day of **October 2023** by and between **BRAZOS COUNTY, TEXAS** (hereafter referred to as "Owner"), 200 South Texas Ave., Suite 352, Bryan, Texas 77803, and **KNIFE RIVER CORP. – SOUTH** (hereinafter referred to as "Contractor"). The MACEY ROAD RECONSTRUCTION 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 23-607** and the Drawings, Project Manual and Bid Specifications, as well as Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract.

A Modification is: (1) a written amendment to the Contract signed by both parties; (2) a Change Order or Change Proposal Request; (3) a Construction Change Directive, or (4) a clarification, interpretation or written order for a minor change in the Work issued by the Engineer. Unless specifically enumerated in the Agreement, the Contract Documents do not include other documents such as bidding requirements (advertisement or invitation to bid, Instructions to Bidders, sample forms or portions of addenda relating to bidding requirements). The Contract Documents executed in accordance with Sub-paragraph 1.5.1. shall prevail in case of an inconsistency with subsequent versions made through manipulatable electronic operations involving computers.

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

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

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

**1.1.4 THE PROJECT:** The Project is the rehabilitation of the **MACEY ROAD RECONSTRUCTION** in Brazos County, Texas as specified in the Contract Documents. The Project may include construction by the Owner or by separate contractors.

**1.1.4.1 SUMMARY OF THE WORK:** This project consists of the rehabilitation of a portion of Macey Road.

**1.1.5 THE DRAWINGS:** The Drawings are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

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

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

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

- .1 **Provide:** shall be understood to mean: "Furnishing of all labor, materials, equipment, transportation and services referred to and installation of the materials, equipment and other items referred to, all in compliance with the requirement of the Contract Documents and applicable Federal, State and local laws and ordinances as well as requirements of Federal, State and local authorities having jurisdiction at the site of the Work."
- .2 **Required:** shall be understood to refer to the requirements of the contract Documents unless its use in a sentence clearly implies a different interpretation.
- .3 Where "as shown," "as indicated," "as noted," and similar terms are used, it shall be understood that reference to the Contract Drawings is made, unless their use in a sentence clearly implies a different interpretation.
- .4 Where the terms "Plans" or "Drawings" are used, they shall be understood to include drawings, details and schedules as applicable.
- .5 **Construction Time:** the number of calendar days required to perform the

work. Refer to Sections 8.1.1 and 8.1.2.

- .6 **Day:** A calendar day beginning and ending at 12:00 midnight.
- .7 **Equal; approved equal; Engineer approved; acceptable; approved; satisfactory; required; directed; instructed:** Such terms and related phrases shall relate to the opinions and interpretations of the Contract Documents by the Engineer, unless otherwise stated, and shall be limited in authority and responsibility as defined under this Agreement and the contract between the Engineer and Owner.
- .8 **Date of Final Completion:** The date when Engineer and Owner find all the work of the Contract documents acceptable and the Contract fully performed.
- .9 **Occurrence:** Is defined as follows for purpose of insurance – An event which occurs during the policy period, or a continuous or repeated exposure to conditions which result, during the policy period in bodily injury, sickness or disease, or injury to or destruction of property, excluding injuries or deaths of one or more persons or organizations, including the loss of use thereof, resulting from a common cause or from exposure to substantially the same general condition existing at or emanating from each location shall be deemed to result from one occurrence.
- .10 **Not-In-Contract ( N.I.C.):** Work not included in this Contract.
- .11 **And/or:** Shall mean both "and" and "or" and shall be enforceable by Owner when read in either manner.
- .12 **General Contractor:** Same as Contractor.
- .13 **Material Man; Material Supplier:** Anyone that supplies material only and does not perform any labor at the site of the work.
- .14 **Timely Change:** A change in the work that can be arranged before the particular item of work has required the expenditure of any non-recoverable costs by the Contractor and/or subcontractors.
- .15 **Late Change:** A change in the work that cannot be performed before the particular item of work that requires the expenditure of some non-recoverable cost after shop drawings, samples and/or schedules related to the change have been reviewed and found acceptable.
- .16 **Prompt:** Promptly and similar terms shall be held to refer to a time period of not less one week or more than two weeks.
- .17 **Addendum:** A change to the Construction Documents (General Documents, Specifications and Drawings) issued prior to the execution of the Agreement.
- .18 **Agreement/Contract:** Agreement/Contract means the same and are used

interchangeably throughout this document. This Agreement/Contract is the signed agreement between Owner and Contractor for the performance of the Work.

- .19 **Critical Path:** The project's tasks that will cause the project end date to be delayed if they are delayed. The word "critical" does not imply how important a task is; a task is critical solely because it must occur as scheduled for the project to finish on time.
- .20 **Furnish:** Unless specifically limited in context, the word "furnish" and any derivatives thereof mean: deliver indicated items, materials, equipment, apparatus, appurtenances and all items necessary for a complete and proper installation to Project site and stored in secure locations.
- .21 **Install:** "Install" and any derivatives thereof mean; incorporated indicated items, materials, equipment, apparatus, appurtenances and all items necessary for the Work including all necessary labor, materials and connections to perform a properly and complete installation ready for operation of use, including but not limited to unpacking and assembly, if necessary.
- .22 **The Contractor Shall:** In the interest of conciseness; sentences, statements and clauses may be verb phrases with expressed verbs such as "furnish," "install," "provide," "construct," "erect," "comply," "apply," "submit," etc. Any such sentences, statements and clauses are to be interpreted to include the applicable form of the phrase "the Contract shall" preceding the expressed verb, with the requirements described interpreted as mandatory elements of the Contract.
- .23 **Evaluation:** "Evaluation" and any derivative thereof, as used in reference to Engineer mean; to become generally familiar with the progress and quality of the portion of Work completed to determine in general if it is being performed in a manner indicating that the Work when completed may be occupied or utilized by the Owner for its intended use. Such evaluations shall be based on what is plainly visible at the construction site during periodic visits to the Project, and without the removal of material or other Work that is in place.
- .24 **Inspect:** "Inspect" and any derivative thereof, as used in reference to the Engineer shall mean; Type of evaluation that a reasonably prudent Engineer, in the exercise of ordinary care, would make to determine if the Work is in general accordance with the Contract Documents; they are not "inspections" as would necessarily disclose a defect.
- .25 **See:** In the interest of conciseness, references to specification sections and details are preceded by the word "see." Any such references are to be interpreted to include applicable form of phrase "...and comply with."

## **1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS**

### **1.2.1. The intent of the Contract Documents is to include all items necessary for the**

proper execution and completion of the Work by the Contractor. The Contract Documents are complementary and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them.

**1.2.2.** Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed, nor limit the scope of work performed by any trade or by any Sub-contractor or supplier.

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

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

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

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

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

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

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

### **1.3 CAPITALIZATION**

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

documents published by the American Institute of Engineers.

#### **1.4 INTERPRETATION**

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

#### **1.5 EXECUTION OF CONTRACT DOCUMENTS**

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

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

#### **1.6 OWNERSHIP AND USE OF ENGINEER'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS:**

**1.6.1.** The Drawings, Specifications and other documents, including those in electronic form, prepared by the Engineer and/or Engineer's consultants are Instruments of the Engineer's service through which the Work to be executed by the Contractor is described. The Contractor may retain one contract record set. Neither the Contractor, nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Engineer or the Engineer's consultants, and unless otherwise indicated the Engineer or the Engineer's consultants shall be deemed the author of them and will retain all common law, statutory and other reserved rights, in addition to the copyright, unless indicated differently in the Owner – Engineer Agreement. The Drawings, Specifications and other documents prepared by the Engineer, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the work without the specific written consent of the Owner, Engineer and/or Engineer's consultants. The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Engineer and/or Engineer's consultants appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this license shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Engineer and/or the Engineer's consultants. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Engineer's copyright or other reserved rights.

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

**1.6.2.1** Engineer may furnish or sell, at an agreed upon cost, to Contractor,



Subcontractor, Sub-subcontractor, and material and equipment supplier, or 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 \$150,000.00 and shall be processed pursuant to the Specifications.

### **3.9 SUPERINTENDENT**

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

**3.9.2** The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner and 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 WHOULD 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 AVAILABILTY 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 170: Contractor attains Substantial Completion**

**Day 200: 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 one hundred and seventy (170) 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 **FIVE MILLION, FOUR HUNDRED AND SEVENTY THOUSAND, EIGHT HUNDRED AND NINETY TWO DOLLOARS AND NINETY FIVE CENTS (\$5,470,892.95)** 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.

**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.

## **ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

### **10.1 SAFETY AND HEALTH PRECAUTIONS AND PROGRAMS**

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

### **10.2 SAFETY OF PERSONS AND PROPERTY**

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

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

**10.2.2** The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, standards, rules, regulations, policies and lawful orders of public authorities (including reference standards issued under the Occupation Safety Act

and the Occupancy Safety and Health Administration) bearing on safety and health of persons or property or their protection from damage, injury or loss.

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

**10.2.4** When use or storage of hazardous materials or equipment or unusual methods are necessary for execution of the Work, such as driving, or removal of piles, wrecking, demolition, excavation or other similar potentially dangerous work is necessary, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel and shall give Owner reasonable advance notice. Contractor is fully responsible for any and all damages, claims, and for the defense of all actions against Owner and Engineer, and their consultants and employees resulting from the prosecution of such work.

**10.2.4.1** Use or storage of explosives is prohibited.

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

**10.2.6** The Contractor shall designate a responsible, properly trained and qualified member or members of the Contractor's organization at the site whose duties shall be the prevention of accidents, damage to property and to supervise and train personnel in the use of dangerous and hazardous equipment, materials and substances necessary for the execution of the Work. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Engineer.

**10.2.7** The Contractor shall not permit any part of the construction or site, including new construction or existing facilities to be loaded with weights that will exceed design loads or so as to endanger safety of persons or property or cause damage or create an unsafe condition.

**10.2.8** Contractor shall give notice in writing at least forty-eight (48) hours or longer if required by affected parties before breaking ground, to all persons having interests on or near site, Public Utility Companies, owners of property having structures or improvements in proximity to site of the Work, agencies, authorities, inspectors, or those otherwise in charge of property, streets, water pipes, gas pipes, sewer pipes, telephone cables, electric cables, railroads or otherwise who may be affected by Contractor's operation, in order that they may remove any obstruction for which they are responsible

and have representative on site to see that their property is properly protected. Such notice does not relieve Contractor of responsibility for any damages, claims, and defense of all actions against Owner and Engineer resulting from performance of such Work in connection with or arising out of Contract.

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

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

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

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

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

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

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

### **10.3 HAZARDOUS MATERIALS OR SUBSTANCES**

**10.3.1** The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a hazardous material or substance, including but not limited to,

asbestos or polychlorinated biphenyl (PCB) encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner, in writing, with a copy to the Engineer.

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

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

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

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

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

**10.3.6** If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner

shall indemnify the Contractor for all cost and expense thereby incurred.

#### **10.4 EMERGENCIES**

**10.4.1** In an emergency affecting safety or health of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Paragraph 4.3. and Article 7.

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

### **ARTICLE 11** **INSURANCE AND BONDS**

#### **11.1 CONTRACTOR'S LIABILITY INSURANCE**

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

- .1** claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- .2** claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3** claims for damages because of bodily injury, sickness, disease or death of any person other than the Contractor's employees or persons or entities excluded by statute from requirements of Subparagraph 11.1.1.1, but required by Contract Documents to provide insurance required by that Subparagraph;
- .4** claims for damages insured by usual personal injury liability coverage which are sustained by: (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor; or (2) by another person;
- .5** claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;
- .6** claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7** claims for bodily injury or property damage arising out of completed operations;
- .8** claims involving contractual liability insurance applicable to the Contractor's obligations under Paragraph 3.18.
- .9** Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:



- (1) Premises Operations (including X, C and U coverages as applicable).
  - (2) Independent Contractors' Protective.
  - (3) Products and Completed Operations.
  - (4) Personal Injury Liability with Employment Exclusion deleted.
  - (5) Contractual, including specified provision for Contractor's obligations under Paragraph 3.18.
  - (6) Owned, non-owned and hired motor vehicles.
  - (7) Broad Form Property Damage including Completed Operations.
- .10 If General Liability coverages are provided by a Commercial General Liability Policy on a claims-made basis, the policy date or Retroactive Date shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment, certified in accordance with Subparagraph 9.10.2.

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

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

1. Workers' Compensation:
  - (a) State: **Texas Statutory**
  - (b) Applicable Federal (e.g., Longshoremen harbor work, Work at or outside U.S. Boundaries):  
Statutory: **Not Applicable**
  - (c) Maritime: **Not Applicable**
  - (d) Employer's Liability: **\$ 500,000** each accident  
**\$ 500,000** disease, policy limit  
**\$ 500,000** disease, each employee
  - (e) Benefits required by union labor contracts: **As Applicable**
  - (f) "Texas Waiver of Our Right to Recover From Others Endorsement" shall be included in this policy. (Waiver of Subrogation)
2. Comprehensive or Commercial General Liability (including Premises-Operations; Independent Contractors' Protective: Products and Completed Operations; Broad Form Property Damage):
  - (a) Bodily Injury: **\$ 1,000,000** each occurrence  
**\$ 1,000,000** aggregate
  - (b) Property Damage: **\$ 1,000,000** each occurrence  
**\$ 1,000,000** aggregate
  - (c) Products and Completed Operations Insurance to be maintained for a minimum period of **five (5)** year(s) after final payment:
  - (d) Property Damage Liability Insurance shall include coverage for the following hazards:
    - 1) X (Explosion).

- 2) C (Collapse).
  - 3) U (Underground).
  - (e) Broad Form Property Coverage shall include Completed Operations.
  - (f) "Texas Waiver of Our Right to Recover From Others Endorsement" shall be included in this policy. (Waiver of Subrogation)
3. Contractual Liability:
    - (a) Bodily Injury: \$ 1,000,000 each occurrence
    - (b) Property Damage: \$ 1,000,000 each occurrence  
\$ 2,000,000 aggregate
  4. Personal Injury with Employment Exclusion deleted: \$ 1,000,000 aggregate
  5. If the General Liability coverages are provided by a Commercial Liability policy, the:
    - (a) General Aggregate shall be not less than \$ 2,000,000 and it shall apply, in total, to this Project only.
    - (b) Fire Damage Limit shall be not less than \$ 100,000 on any one Fire.
    - (c) Medical Expense Limit shall be not less than \$ 10,000 on any one person.
    - (d) "Texas Waiver of Our Right to Recover From Others Endorsement" shall be included in this policy. (Waiver of Subrogation)
  6. Umbrella Excess Liability: \$ 2,000,000 over primary insurance  
\$ 10,000 retention for self-insured hazards each occurrence
  7. Business Auto Liability (including owned, non-owned and hired vehicles):
    - (a) Bodily Injury: \$ 500,000 each person  
\$ 1,000,000 each accident
    - (b) Property Damage: \$ 500,000 each occurrence
    - (c) "Texas Waiver of Our Right to Recover From Others Endorsement" shall be included in this policy. (Waiver of Subrogation)

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

**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**

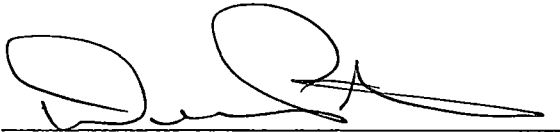
18.1.1 Chapter 2258, Texas Government Code, Title 10, requires state agencies, cities, counties, independent school districts and all other political subdivisions that engage in construction projects using public funds to include prevailing wage rates in the project bid documents and the construction 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 OCTOBER 10, 2023, meeting.

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

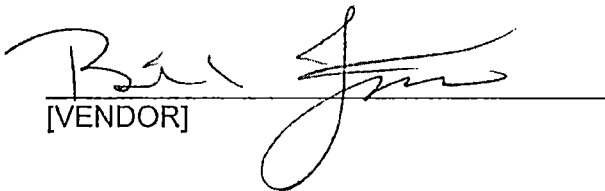
**OWNER:**  
**BRAZOS COUNTY, TEXAS**



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

Date: 10/10/23

**CONTRACTOR:**  
**KNIFE RIVER CORP. - SOUTH**

  
[VENDOR]

Date: 10-2-2023

**ATTACHMENT "A"**  
**MACEY ROAD RECONSTRUCTION**  
**REQUEST FOR PROPOSAL CIP 23-607**

Original



## REQUEST FOR PROPOSALS

RFP NO. CIP 23-607

MACEY ROAD RECONSTRUCTION

**SEALED PROPOSALS TO BE SUBMITTED BEFORE:**

**Tuesday, September 12, 2023, 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 vendor's 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: Knife River Corp. - South

By (Print): Bill Ferris Title: VP/GM

Physical Address: 6310 State Hwy 21 West Bryan, Tx. 77807

Mailing Address: P.O. Box 674 Bryan, Tx. 77806

Telephone: 979-361-2900 Fax: 979-361-2920 E-Mail: lonnie.mitchell@kniveriver.ca

**A. SOLICITATION SCHEDULE**

**A Pre-Proposal Conference will be held in the Brazos County Commissioner’s Court located at the Brazos County Administration Building, 200 South Texas Ave, Bryan, Texas 77803 at 2:00 p.m. on Wednesday, August 30, 2023.**

Release of RFP	_____	Tuesday, August 22, 2023
Advertisement Dates	_____	Tuesday, August 22, 2023
		Tuesday, August 29, 2023
Pre-Proposal Conference	_____	Wednesday, August 30, 2023 at 2:00 PM CST
Deadline for Questions	_____	Tuesday, September 5, 2023 at 5:00 PM CST
Proposal Submission Deadline	_____	Tuesday, September 12, 2023 at 2:00 PM CST
Review/Contract Evaluations/Negotiations	_____	September
Anticipated Award	_____	October
Anticipated Construction Start	_____	October

**B. SUMMARY OF WORK**

The reconstruction of Macey Road from the intersection of FM 974 (Tabor Road) to Old Bundick Road (Phase 1), approximately 6,500 LF, and the reconstruction of Macey Road from the intersection of Old Bundick Road to the Little Cedar Creek Bridge (Phase 2), approximately 7,185 LF. The project includes the following:

1. Clearing and grubbing of Right of Way and Easement Areas
2. Demolition, mixing, and reuse of approximate existing chip seal and HMAC pavement, base, and subgrade
3. Demolition, mixing, and reuse of existing driveways and the removal of the existing driveway culverts including safety end treatments
4. Earthwork – Cut to fill, import fill
5. Grading of proposed roadway and roadside ditches
6. Installation of new crossing culverts including headwalls
7. Installation of new driveways and driveway culverts including safety end treatments
8. Installation of Type R Rock riprap and concrete slope paving
9. Installation of approximately 6,500 linear feet (Phase 1) and approximately 7,185 liner feet (Phase 2) of asphalt pavement section
10. Guardrail and Bridge Rail salvage and replacement
11. Striping and signage
12. Traffic Control, Erosion Control, and SWPPP record keeping
13. Other subsidiary items

**The project has been divided into phases. Brazos County reserves the right to award only one (1) phase of the project or both phases depending on what the committee decides in evaluation.**

**C. ALTERNATES**

There are no planned alternates for this project.



#### **D. CONDITIONS OF RFP**

The following instructions apply to all proposals and become a part of terms and conditions of any bid 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 will 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** **40%**  
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** **10%**  
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 vendor 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 Contractor 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 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.
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 vendor 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. Proposers 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. Your response 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 Proposers. Proposers 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 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.

#### **G. CONFLICT OF INTEREST**

1. The Proposer 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 Proposer 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 vendor'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 bidders 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 Bidder will do the work described herein at the rates stated herein. Unsuccessful bidder's Cashier's Check or Certified Check will be returned after a written request to do so has been received by the Purchasing Agent.
2. The successful bidder must provide to the Purchasing Department, a performance bond and a payment bond, each in the amount of 100% of the total contract sum within ten (10) calendar days after receipt of notification of bid award. Such bonds shall be executed by a corporate surety duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue surety bonds with a Best Rating "A" or better. BRAZOS COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY SURETY COMPANY PROPOSED BY THE BIDDER. IN THE EVENT BRAZOS REJECTS THE PROPOSED SURETY COMPANY THE BIDDER WILL BE AFFORDED FIVE (5) ADDITIONAL DAYS TO SUBMIT THE REQUIRED BONDS ISSUED BY A SURETY COMPANY ACCEPTABLE TO BRAZOS COUNTY.

**Q. 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 bidder 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 and/or Exhibit C), references, specified qualifications, etc. The Proposer shall also submit and five (5) copies of the qualification statements in their proposal packet.**
4. By signing the certification below, the vendor verifies that all plans and specifications have been reviewed and are considered in the pricing attached. Prior to award, the vendor 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 vendor has confirmed they have reviewed before signing submitting this response:
  - a. Exhibit A: Prevailing Wage Rates
  - b. Exhibit B: Bid Form – Phased
  - c. Exhibit C: Bid Form – All
  - d. Exhibit D: Plans

- e. Exhibit E: Specifications
  - f. Exhibit F: Geotech Report
  - g. Exhibit G: County Construction Agreement
6. By submitting a response to this RFP, the proposer is agreeing to sign the County's Construction Agreement, Exhibit G attached.
7. **The following items should be completed and included in your bid submission. Failure to include these items will disqualify your bid.**
- a. **Completed and signed RFP including:**
    - i. **References (Section S)**
    - ii. **Certification of Proposal (Section V)**
  - b. **Bid Bonds**
  - c. **Exhibit B and/or Exhibit C – Pricing Form**

**R. PRICING**

**Complete Exhibit B and/or Exhibit C 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: City of Bryan

Contact: Stacy Lincer

Phone: 979-209-5900

Email: slincer@bryantx.gov

Company/Entity: Tx DOT - Bryan District

Contact: Ashley Hill

Phone: 979-778-9759

Email: Ashley.Hill@txdot.gov

Company/Entity: Walker County  
Contact: Jonny Green Bleyl Engineering  
Phone: 936-441-7833  
Email: jgreen@bleylengineering.com

Company/Entity: Tx DOT - Waco District  
Contact: Stephen Kasberg  
Phone: 254-939-3778  
Email: stephen.kasberg@txdot.gov

Company/Entity: Tx DOT - Lufkin District  
Contact: Jesse Sisco  
Phone: 936-633-4331  
Email: Jesse.Sisco@txdot.gov

**BID FORM**  
**100% Construction Documents**  
**Macey Road Reconstruction**  
**Phase 1 - From FM 974 to Old Bundick Rd**  
**Phase 2 - From Old Bundick Rd to Little Cedar Creek**  
**Pavement, Earthwork and Storm**  
**Gessner Engineering, LLC**  
**July 26, 2023**



**GE Job #: 21-1504-01, GLS Job #: 619020**

**General Items - Phase 1**

Item #	Item	Quantity	Units	Unit Cost	Total
100	Mobilization, Bonds, and Insurance	1	LS	189,000.00	189,000.00
101	Traffic Control	1	LS	119,000.00	119,000.00
102	Erosion Control (SWPPP), Including Hydroseed all Disturbed Areas, and Permanent Rock Dams	1	LS	85,400.00	85,400.00
103	Temporary Mailboxes	17	EA	82.00	1,394.00
104	Permanent Single Mailbox	15	EA	480.00	7,200.00
105	Permanent Double Mailbox	2	EA	510.00	1,020.00
106	Signage, Complete in Place	10	EA	974.00	9,740.00
107	Stop Bars, Complete in Place	2	EA	149.00	298.00
108	Centerline Striping with Raised Markers, Complete in Place	6,700	LF	1.59	10,653.00
109	Shoulder Striping, Complete in Place	13,400	LF	0.71	9,514.00
<b>Sub Total - General Items - Phase 1</b>					<b>\$ 433,219.00</b>

**Demolition - Phase 1**

Item #	Item	Quantity	Units	Unit Cost	Total
200	Remove Existing Driveway Culverts 18" or Smaller Includes Headwalls	371	LF	21.00	7,791.00
201	Remove Existing Driveway Culverts bigger than 18" Includes Headwalls	370	LF	21.00	7,770.00
202	Remove Existing Crossing Culverts 48" or smaller	40	LF	28.00	1,120.00
203	Demolition of Existing HMAC Pavement and Existing Driveways (Mix & Mill) and base material, Stockpile on Site (STA 2+14 to STA 4+00 and STA 65+17 to STA 67+17)	2,020	SY	0.69	1,393.80
204	Demolition of existing HMAC Pavement and Base Material & Existing Driveways & Base Material (Pulverize & Mix)	17,989	SY	1.38	24,824.82
205	Preparing, Clearing and Grubbing of ROW Includes the removal of any trees in the ROW and trimming of limbs	1	LS	8,000.00	8,000.00
206	Remove Existing Traffic Signage	10	EA	143.00	1,430.00
<b>Sub Total - Demolition - Phase 1</b>					<b>\$ 52,329.62</b>

**Storm and Drainage - Phase 1**

Item #	Item	Quantity	Units	Unit Cost	Total
300	15" RCP Type III (Including Cement Stabilized Structural Backfill), Complete in Place	24	LF	132.00	3,168.00
301	18" RCP Type III (Including Cement Stabilized Structural Backfill), Complete in Place	774	LF	99.75	77,206.50
302	24" RCP Type III (Including Cement Stabilized Structural Backfill), Complete in Place	352	LF	130.00	45,760.00
303	36" RCP Type III (Including Cement Stabilized Structural Backfill per detail), Complete in Place	128	LF	236.00	30,208.00
304	15" 6:1 SETs (PSET-SP), Complete in Place	2	EA	900.00	1,800.00
305	18" 6:1 SETs (PSET-SP), Complete in Place	32	EA	1,076.00	34,432.00
306	24" 4:1 SETs (PSET-SP), Complete in Place	4	EA	2,596.00	10,384.00
307	24" 6:1 SETs (PSET-SP), Complete in Place	18	EA	2,600.00	46,800.00
308	36" 4:1 SETs (PSET-SP), Complete in Place	4	EA	4,000.00	16,000.00
309	Concrete Headwall for 1 - 36" RCP Crossing Culvert, Complete in Place per TxDOT Detail	2	EA	22,900.00	45,800.00
310	4" Concrete Slope Paving, Complete in Place	209	SY	93.75	19,593.75
<b>Sub Total - Storm and Drainage - Phase 1</b>					<b>\$ 331,152.25</b>

**Pavement and Earth Work - Phase 1**

Item #	Item	Quantity	Units	Unit Cost	Total
400	Earthwork - Recompact and Restabilize Existing Base Material From Stockpile to Proposed Road STA 2+14 to STA 4+00 and STA 65+17 to STA 67+17	2,020	SY	4.63	9,352.60
401	6" Lime for Stabilization (Assume 6% by Weight)	33	TON	314.00	10,362.00
402	6" Lime Stabilization of Subgrade w/ Compaction (does not include cost of lime)	2,020	SY	14.99	30,279.80
403	Earthwork - Cut to Fill, Design Grades (In Place)	2,197	CY	29.20	64,152.40
404	Earthwork - General Fill to Design Grades (Haul in, In Place)	3,698	CY	14.75	54,545.50



405	8" Cement Stabilization of Subgrade w/ Compaction (does not include cost of cement)	23,740	SY	1.60	37,984.00
406	Cement for Stabilization of Subgrade w/ Compaction (Assume 4% by weight)	342.00	TON	237.00	81,054.00
407	6" - Type B HMAC Base, Complete in Place	21,546	SY	37.32	804,096.72
408	4" - Type C HMAC, Complete in Place	20,814	SY	24.99	520,141.86
409	4" - Crushed Limestone Base or Reclaimed Base for Driveways & Mailbox Turnouts, Complete in Place	2,955	SY	17.14	50,648.70
410	2" - Type C HMAC Surface for Driveways & Mailbox Turnouts, Complete in Place	2,955	SY	32.27	95,357.85
<b>Sub Total - Pavement and Earth Work - Phase 1</b>					<b>\$ 1,757,975.43</b>
<b>Owner Allowances (only used after approval from Engineer and Brazos County)</b>					
600	2.0'x6" Concrete Pilot Flumes, Complete in Place	25	SY	211.00	5,275.00
601	Type R Rock Rip Rap, 200-250lb, Hand Placed and Grouted (18" Embedment) for Crossing Culverts, Complete in Place	40	CY	220.00	8,800.00
602	Additional Cement Stabilized Sand, Complete in Place	100	CY	182.00	18,200.00
603	Flowable fill, Complete in Place	50	CY	138.00	6,900.00
604	Earthwork - Remove and Replace Unsuitable Soils and Material with Select Fill Including Compaction (In Place). Limits of Remove and Replace to be Approved by Engineer Prior to Initiating Work.	150	CY	31.00	4,650.00
605	Earthwork - Remove and Replace soils and materials with cement stabilized sand (In Place). Limits of Remove and Replace to be approved by Engineer prior to initiating work	150	CY	126.00	18,900.00
<b>Sub Total - Owner Allowance - Phase 1</b>					<b>62,725.00</b>
<b>Construction Cost - Phase 1</b>					<b>\$ 2,637,401.30</b>
<b>Brazos County Contingency</b>					<b>\$ 150,000.00</b>
<b>Total Construction Cost - Phase 1</b>					<b>\$ 2,787,401.30</b>
<b>Calendar Days for Substantial Completion - Phase 1</b>					<b>\$ 85.00</b>
<b>General Items - Phase 2</b>					
<i>Item #</i>	<i>Item</i>	<i>Quantity</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Total</i>
700	Mobilization, Bonds, and Insurance	1	LS	\$ 186,000.00	\$ 186,000.00
701	Traffic Control	1	LS	\$ 113,500.00	\$ 113,500.00
702	Erosion Control (SWPPP), Including Hydroseed all Disturbed Areas, and Permanent Rock Dams	1	LS	\$ 119,000.00	\$ 119,000.00
703	Temporary Mailboxes	17	EA	\$ 82.00	\$ 1,394.00
704	Permanent Single Mailbox	17	EA	\$ 480.00	\$ 8,160.00
705	Culvert Markers, Complete in Place	4	EA	\$ 165.00	\$ 660.00
706	Signage, Complete in Place	5	EA	\$ 915.00	\$ 4,575.00
707	Centerline Striping with Raised Markers, Complete in Place	7,200	LF	\$ 1.59	\$ 11,448.00
708	Shoulder Striping, Complete in Place	14,400	LF	\$ 0.71	\$ 10,224.00
<b>Sub Total - General Items - Phase 2</b>					<b>\$ 454,961.00</b>
<b>Demolition - Phase 2</b>					
<i>Item #</i>	<i>Item</i>	<i>Quantity</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Total</i>
800	Remove Existing Driveway Culverts 18" or Smaller Includes Headwalls	550	LF	\$ 21.00	\$ 11,550.00
801	Remove Existing Driveway Culverts bigger than 18" Includes Headwalls	461	LF	\$ 21.00	\$ 9,681.00
802	Demolition of Existing HMAC Pavement and Existing Driveways (Mix & Mill) and base material, Stockpile on Site (STA 67+17 to STA 69+17 and STA 131+00 to End)	3,636	SY	\$ 0.69	\$ 2,508.84
803	Demolition of existing HMAC Pavement and Base Material & Existing Driveways & Base Material (Pulverize & Mix)	18,570	SY	\$ 1.38	\$ 25,626.60
804	Preparing, Clearing and Grubbing of ROW Includes the removal of any trees in the ROW and trimming of limbs	1	LS	\$ 9,100.00	\$ 9,100.00
805	Remove Existing Traffic Signage	5	EA	\$ 143.00	\$ 715.00
<b>Sub Total - Demolition - Phase 2</b>					<b>\$ 59,181.44</b>
<b>Storm and Drainage - Phase 2</b>					
<i>Item #</i>	<i>Item</i>	<i>Quantity</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Total</i>
900	18" RCP Type III (Including Cement Stabilized Structural Backfill), Complete in Place	550	LF	\$ 99.75	\$ 54,862.50
901	24" RCP Type III (Including Cement Stabilized Structural Backfill), Complete in Place	488	LF	\$ 130.00	\$ 63,440.00
902	18" 6:1 SETs (PSET-SP), Complete in Place	28	EA	\$ 1,076.00	\$ 30,128.00
903	24" 4:1 SETs (PSET-SP), Complete in Place	30	EA	\$ 2,596.00	\$ 77,880.00
<b>Sub Total - Storm and Drainage - Phase 2</b>					<b>\$ 226,310.50</b>
<b>Pavement and Earth Work - Phase 2</b>					
<i>Item #</i>	<i>Item</i>	<i>Quantity</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Total</i>

1000	Earthwork - Recompact and Restabilize Existing Base Material From Stockpile to Proposed Road STA 67+17 to STA 69+17 and STA 131+00 to End)	3,636	SY	\$ 4.63	\$ 16,834.68
1001	6" Lime for Stabilization (Assume 6% by Weight)	59	TON	\$ 310.00	\$ 18,290.00
1002	6" Lime Stabilization of Subgrade w/ Compaction (does not include cost of lime)	3,636	SY	\$ 14.99	\$ 54,503.64
1003	Earthwork - Cut to Fill, Design Grades (In Place)	3,134	CY	\$ 29.20	\$ 91,512.80
1004	Earthwork - General Fill to Design Grades (Haul in, In Place)	2,003	CY	\$ 14.75	\$ 29,544.25
1005	8" Cement Stabilization of Subgrade w/ Compaction (does not include cost of cement)	25,530	SY	\$ 1.60	\$ 40,848.00
1006	Cement for Stabilization of Subgrade w/ Compaction (Assume 4% by weight)	368.00	TON	\$ 237.00	\$ 87,216.00
1007	6" - Type B HMAC Base, Complete in Place	23,142	SY	\$ 37.32	\$ 863,659.44
1008	4" - Type C HMAC, Complete in Place	22,343	SY	\$ 24.99	\$ 558,351.57
1009	4" - Crushed Limestone Base or Reclaimed Base for Driveways & Mailbox Turnouts, Complete in Place	2,340	SY	\$ 17.15	\$ 40,131.00
1010	2" - Type C HMAC Surface for Driveways & Mailbox Turnouts, Complete in Place	2,340	SY	\$ 32.27	\$ 75,511.80
<b>Sub Total - Pavement and Earth Work - Phase 2</b>					<b>\$ 1,876,403.18</b>
<b>Guardrails - Phase 2</b>					
1100	Softstop End Terminal (50'-9.5" EA) Supply and Install	8	EA	\$ 4,030.00	\$ 32,240.00
1101	Prepare Area for proposed concrete mow strip (For Guardrail 1 and 2)	1	LS	\$ 29,000.00	\$ 29,000.00
1102	4" Thick Concrete Mow Strip (Guardrail), Complete in Place	675	SY	\$ 87.37	\$ 58,974.75
1103	Reinstall Salvaged Guard Rail on new wood posts per MBGF Detail	873	LF	\$ 25.80	\$ 22,523.40
1104	Reinstall Salvaged Guard Rail on New I Beam Steel Posts @ Ex Culvert Crossings per MBGF Detail	295	LF	\$ 87.75	\$ 25,886.25
1105	Object Delineators for Culverts, Complete in Place @ Guardrails	12	EA	\$ 82.30	\$ 987.60
1106	Remove Metal Beam Guard Fence, Demo Existing Wood & Steel Posts, Salvage Guard Rail, Demo Surplus Ex Guardrail	1,536	LF	\$ 3.29	\$ 5,053.44
1107	Signage, Complete in Place @ Guardrails	3	EA	\$ 110.00	\$ 330.00
<b>Sub Total - Guardrails - Phase 2</b>					<b>\$ 174,995.44</b>
<b>Owner Allowances (only used after approval from Engineer and Brazos County)</b>					
1200	2.0'x6" Concrete Pilot Flumes, Complete in Place	25	SY	\$ 211.00	\$ 5,275.00
1201	Type R Rock Rip Rap, 200-250lb, Hand Placed and Grouted (18" Embedment) for Crossing Culverts, Complete in Place	40	CY	\$ 220.00	\$ 8,800.00
1202	Additional Cement Stabilized Sand, Complete in Place	100	CY	\$ 182.00	\$ 18,200.00
1203	Flowable fill, Complete in Place	50	CY	\$ 138.00	\$ 6,900.00
1204	Earthwork - Remove and Replace Unsuitable Soils and Material with Select Fill Including Compaction (In Place). Limits of Remove and Replace to be Approved by Engineer Prior to Initiating Work.	150	CY	\$ 31.00	\$ 4,650.00
1205	Earthwork - Remove and Replace soils and materials with cement stabilized sand (In Place). Limits of Remove and Replace to be approved by Engineer prior to initiating work	150	CY	\$ 126.00	\$ 18,900.00
<b>Sub Total - Owner Allowance - Phase 2</b>					<b>62,725.00</b>
<b>Construction Cost - Phase 2</b>					<b>\$ 2,854,576.56</b>
<b>Brazos County Contingency</b>					<b>\$ 150,000.00</b>
<b>Total Construction Cost - Phase 2</b>					<b>\$ 3,004,576.56</b>
<b>Calendar Days for Substantial Completion - Phase 2</b>					<b>\$ 85.00</b>

**Summary**

<b>Construction Cost - Phase 1</b>	<b>\$ 2,637,401.30</b>
<b>Brazos County Contingency</b>	<b>\$ 150,000.00</b>
<b>Total Construction Cost - Phase 1</b>	<b>\$ 2,787,401.30</b>
<b>Calendar Days for Substantial Completion - Phase 1</b>	<b>\$ 85.00</b>

<b>Construction Cost - Phase 2</b>	<b>\$ 2,854,576.56</b>
<b>Brazos County Contingency</b>	<b>\$ 150,000.00</b>
<b>Total Construction Cost - Phase 2</b>	<b>\$ 3,004,576.56</b>
<b>Calendar Days for Substantial Completion - Phase 2</b>	<b>\$ 85.00</b>

**ADDENDUM #1 - BID FORM**  
**100% Construction Documents**  
**Macey Road Reconstruction**  
**From FM 974 to Old Bundick Rd &**  
**From Old Bundick Rd to Little Cedar Creek**  
**Pavement, Earthwork and Storm**  
**Gessner Engineering, LLC**  
**July 26, 2023**



**GE Job #: 21-1504-01, GLS Job #: 619020**

**General Items**

<i>Item #</i>	<i>Item</i>	<i>Quantity</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Total</i>
100	Mobilization, Bonds, and Insurance	1	LS	307,000.00	307,000.00
101	Traffic Control	1	LS	201,000.00	201,000.00
102	Erosion Control (SWPPP), Including Hydroseed all Disturbed Areas, and Permanent Rock Dams	1	LS	195,300.00	195,300.00
103	Temporary Mailboxes	34	EA	82.00	2,788.00
104	Permanent Single Mailbox	32	EA	506.00	16,192.00
105	Permanent Double Mailbox	2	EA	476.00	952.00
106	Signage, Complete in Place	15	EA	834.00	12,510.00
107	Culvert Markers, Complete in Place	4	EA	\$ 160.00	\$ 640.00
108	Stop Bars, Complete in Place	2	EA	147.00	294.00
109	Centerline Striping with Raised Markers, Complete in Place	13,900	LF	1.58	21,962.00
110	Shoulder Striping, Complete in Place	27,800	LF	0.71	19,738.00
<b>Sub Total - General Items</b>					<b>\$ 778,376.00</b>

**Demolition**

<i>Item #</i>	<i>Item</i>	<i>Quantity</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Total</i>
200	Remove Existing Driveway Culverts 18" or Smaller Includes Headwalls	921	LF	21.00	19,341.00
201	Remove Existing Driveway Culverts bigger than 18" Includes Headwalls	831	LF	21.00	17,451.00
202	Remove Existing Crossing Culverts 48" or smaller	40	LF	28.00	1,120.00
203	Demolition of Existing HMAC Pavement and Existing Driveways (Mix & Mill) and base material, Stockpile on Site (STA 2+14 to STA 4+00 and STA 131+00 to End)	3,392	SY	0.69	2,340.48
204	Demolition of existing HMAC Pavement and Base Material & Existing Driveways & Base Material (Pulverize & Mix)	36,559	SY	1.38	50,451.42
205	Preparing, Clearing and Grubbing of ROW Includes the removal of any trees in the ROW and trimming of limbs	1	LS	17,000.00	17,000.00
206	Remove Existing Traffic Signage	15	EA	140.00	2,100.00
<b>Sub Total - Demolition</b>					<b>\$ 109,803.90</b>

**Storm and Drainage**

<i>Item #</i>	<i>Item</i>	<i>Quantity</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Total</i>
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300	15" RCP Type III (Including Cement Stabilized Structural Backfill), Complete in Place	24	LF	132.00	3,168.00
301	18" RCP Type III (Including Cement Stabilized Structural Backfill), Complete in Place	1,324	LF	99.75	132,069.00
302	24" RCP Type III (Including Cement Stabilized Structural Backfill), Complete in Place	840	LF	130.00	109,200.00
303	36" RCP Type III (Including Cement Stabilized Structural Backfill per detail), Complete in Place	128	LF	236.00	30,208.00
304	15" 6:1 SETs (PSET-SP), Complete in Place	2	EA	900.00	1,800.00
305	18" 6:1 SETs (PSET-SP), Complete in Place	60	EA	1,076.00	64,560.00
306	24" 4:1 SETs (PSET-SP), Complete in Place	34	EA	2,596.00	88,264.00
307	24" 6:1 SETs (PSET-SP), Complete in Place	18	EA	2,500.00	45,000.00
308	36" 4:1 SETs (PSET-SP), Complete in Place	4	EA	4,000.00	16,000.00
309	Concrete Headwall for 1 – 36" RCP Crossing Culvert w/ Structural Backfill, Complete in Place per TxDOT Detail	2	EA	22,900.00	45,800.00
310	4" Concrete Slope Paving, Complete in Place	209	SY	93.75	19,593.75
<b>Sub Total - Storm and Drainage</b>					<b>\$ 555,662.75</b>
<b>Pavement and Earth Work</b>					
<i>Item #</i>	<i>Item</i>	<i>Quantity</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Total</i>
400	Earthwork - Recompact and Restabilize Existing Base Material From Stockpile to Proposed Road STA 2+14 to STA 4+00 and STA 131+00 to End)	3,392	SY	4.60	15,603.20
401	6" Lime for Stabilization (Assume 6% by Weight)	55	TON	314.00	17,270.00
402	6" Lime Stabilization of Subgrade w/ Compaction (does not include cost of lime)	3,392	SY	14.99	50,846.08
403	Earthwork - Cut to Fill, Design Grades (In Place)	5,331	CY	29.20	155,665.20
404	Earthwork - General Fill to Design Grades (Haul in, In Place)	5,701	CY	14.75	84,089.75
405	8" Cement Stabilization of Subgrade w/ Compaction (does not include cost of cement)	49,270	SY	1.60	78,832.00
406	Cement for Stabilization of Subgrade w/ Compaction (Assume 4% by weight)	710.00	TON	237.00	168,270.00
407	6" - Type B HMAC Base, Complete in Place	44,688	SY	37.32	1,667,756.16
408	4" - Type C HMAC, Complete in Place	43,157	SY	24.99	1,078,493.43

409	4" - Crushed Limestone Base or Reclaimed Base for Driveways & Mailbox Turnouts, Complete in Place	5,295	SY	16.99	89,962.05
410	2" - Type C HMA Surface for Driveways & Mailbox Turnouts, Complete in Place	5,295	SY	32.27	170,869.65
<b>Sub Total - Pavement and Earth Work</b>					<b>\$ 3,577,657.52</b>
<b>Guardrails</b>					
1100	Softstop End Terminal (50'-9.5" EA) Supply and Install	8	EA	\$ 4,000.00	\$ 32,000.00
1101	Prepare Area for proposed concrete mow strip (For Guardrail 1 and 2)	1	LS	\$ 29,000.00	\$ 29,000.00
1102	4" Thick Concrete Mow Strip (Guardrail ), Complete in Place	675	SY	\$ 87.37	\$ 58,974.75
1103	Reinstall Salvaged Guard Rail on new wood posts per MBGF Detail	873	LF	\$ 25.54	\$ 22,296.42
1104	Reinstall Salvaged Guard Rail on New I Beam Steel Posts @ Ex Culvert Crossings per MBGF Detail	295	LF	\$ 86.95	\$ 25,650.25
1105	Object Delineators for Culverts, Complete in Place @ Guardrails	12	EA	\$ 82.00	\$ 984.00
1106	Remove Metal Beam Guard Fence , Demo Existing Wood & Steel Posts, Salvage Guard Rail, Demo Surplus Ex Guardrail	1,536	LF	\$ 3.26	\$ 5,007.36
1107	Signage, Complete in Place @ Guardrails	3	EA	\$ 110.00	\$ 330.00
<b>Sub Total - Guardrails</b>					<b>\$ 174,242.78</b>
<b>Owner Allowances (only used after approval from Engineer and Brazos County)</b>					
600	2.0'x6" Concrete Pilot Flumes, Complete in Place	50	SY	211.00	10,550.00
601	Type R Rock Rip Rap, 200-250lb, Hand Placed and Grouted (18" Embedment) for Crossing Culverts, Complete in Place	80	CY	220.00	17,600.00
602	Additional Cement Stabilized Sand, Complete in Place	200	CY	182.00	36,400.00
603	Flowable fill, Complete in Place	100	CY	138.00	13,800.00
604	Earthwork - Remove and Replace Unsuitable Soils and Material with Select Fill Including Compaction (In Place). Limits of Remove and Replace to be Approved by Engineer Prior to Initiating Work.	300	CY	31.00	9,300.00
605	Earthwork - Remove and Replace soils and materials with cement stabilized sand (In Place). Limits of Remove and Replace to be approved by Engineer prior to initiating work	300	CY	125.00	37,500.00
<b>Sub Total - Owner Allowance</b>					<b>125,150.00</b>
<b>Construction Cost</b>					<b>\$ 5,320,892.95</b>
<b>Brazos County Contingency</b>					<b>\$ 150,000.00</b>
<b>Total Construction Cost</b>					<b>\$ 5,470,892.95</b>
<b>Calendar Days for Substantial Completion</b>					<b>\$ 170.00</b>

**T. PROPOSAL EVALUATION WAIVER**

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

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

**Note: The Statement of Affirmation Must be Notarized.**

**STATEMENT OF AFFIRMATION**

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

Firm's Name: Knife River Corp. - South

Address: P.O. Box 674 Bryan, Tx. 77806

Proposer's Name: Bill Travis

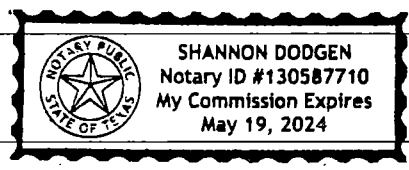
Position/Title: OP/GM

Proposer's Signature: [Signature]

Date: 9/11/23

Subscribed and sworn to me on this 11<sup>th</sup> day of Sept. in the year 2023

[Signature]  
Notary Public



My Commission expires \_\_\_\_\_

**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 No. \_\_\_\_\_ No. \_\_\_\_\_

Date 9-7-23 Date \_\_\_\_\_ Date \_\_\_\_\_

**V. CERTIFICATION OF PROPOSAL**

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

Signed By: [Signature] Title: JT/EM

Typed Name: Bill Ferris

Company Name: Knife River Corp. - South

Mailing Address: P.O. Box 674 Bryan, Tx. 77806  
P.O. Box or Street City State Zip

Employer Identification Number: 17426567610

CORPORATE SEAL IF SUBMITTED BY A CORPORATION  
END OF RFP NO. CIP 23-607



By signing below, Brazos County agrees that this RFP CIP 23-607 will be awarded to the vendor whose name appears above and both parties agree to the terms and conditions contained herein.

By: Brazos County Commissioner's Court [Signature]

Date: OCTOBER 10, 2023

Attest: Brazos County Clerk [Signature]



# Bid Bond

**CONTRACTOR:**

(Name, legal status and address)

Knife River Corporation - South  
P.O. Box 674  
Bryan, TX 77806

**SURETY:**

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company  
175 Berkeley Street  
Boston, MA 02116

**OWNER:**

(Name, legal status and address)

Brazos County  
200 S. Texas Ave, Suite 352  
Bryan, TX 77803

**MAILING ADDRESS FOR NOTICES:**

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT:**

5% Five Percent of Amount Bid

**PROJECT:**

(Name, location or address, and Project number, if any)

Macey Road Reconstruction, RFP No. CIP 23-607

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.

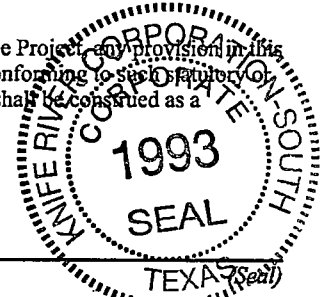
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement 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 12th day of September, 2023.

Janice Mitchell  
(Witness)

Knife River Corporation - South  
(Contractor as Principal)

By: [Signature] VP/GM  
(Title)



Kelly Englander  
(Witness)

Liberty Mutual Insurance Company  
(Surety)

By: [Signature]  
(Title) Heather R. Goedel, Attorney-in-Fact



Init.

Liberty Mutual Surety vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010 Edition Bid Bond.



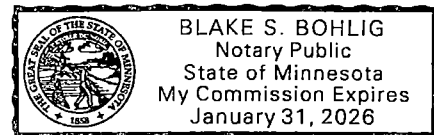
# Surety Acknowledgment

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State of Minnesota }  
County of Hennepin } ss.

On this 12th day of September 2023, before me personally came Heather R. Goedel, to me known, who being by me duly sworn, did depose and say that she is the Attorney-in-Fact of Liberty Mutual Insurance Company described in and which executed the above instrument; that she knows the seal of said corporation; that the seal affixed to said instruments is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that she signed her name to it by like order.

  
Notary Public





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: 8209635-190003

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, Blake S. Bohlig, Brian D. Carpenter, Craig Olmstead, Erik T. Gunkel, Haley Pflug, Heather R. Goedel, Jessica Hecker, Kelly Nicole Enghausser, Laurie Pflug, Michelle Halter, Michelle Ward, Nicole Langer

all of the city of Bloomington state of MN 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 20th day of March, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 20th day of March, 2023 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 Plymouth Meeting, 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 1126044
Member, Pennsylvania Association of Notaries

By: 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 12th day of September, 2023.



By: 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.



# 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 23-607 Macey Road Reconstruction

**Issued:** September 7, 2023  
**Change:** Clarifications and Typos Corrected on Bid Forms  
**Reason:** Clarification

Clarifications made for tie-ins to existing pavement per phase along with some corrected typos.

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: Lonnie Mitchell  
Printed Name: Lonnie Mitchell



www.kniferiver.com

6310 State Hwy 21 West  
Bryan, TX 77806  
Mailing Address:  
P.O. Box 674  
Bryan, TX 77806  
(979) 361-2900 | (979) 361-2981 FAX

2901 Marlin Hwy 6  
Waco, Texas 76705  
Mailing Address:  
P.O. Box 1800  
Waco, Texas 76703  
(254) 761-2800 | (254) 761-2695 FAX

## COMPANY INFORMATION

**Date of Incorporation: 01/28/93**  
**Federal Tax ID: 17426567610**

Knife River Corporation – South is a division of Knife River Corporation (Bismarck, ND), who is a subsidiary of MDU Resources Group, Inc.

<b>Corporate Officers:</b>	Robert M. Kober	Region President
	Ben Carlson	Vice President of Operations
	Peggy Rebstock	Regional Controller
	William Faris	VP/GM – Bryan & Waco

**Insurance Company:** Liberty Mutual Fire Insurance Co.

**Bonding Company:** Liberty Mutual Insurance Co.

**Bonding Capacity:** \$900,000,000+ Aggregate  
\$100,000,000 per Project

**The authorized contact to negotiate or expedite bids and contracts is:**

William (Bill) Faris  
6310 Hwy 21 West  
Bryan, TX 77807  
979-361-2900 | 979-361-2920 FAX  
Bill.Faris@kniferiver.com

This firm has never failed to complete any work awarded to us. We have never defaulted on a contract.

We have immediately available a complete line of construction equipment, owned by our company and will be able to supply any equipment required on this project.

We are on the current Texas Department of Transportation qualified bidders list. A list of recently completed contracts is attached for your consideration.

**Knife River Corporation – South is not classified as a HUB or a DBE.**



Bill Faris

Knife River Corporation – South

6310 Hwy 21 West

Bryan, TX

8/31/2023

To whom it may concern,

Knife River Corporation – South was incorporated on January 28, 1993.

We are one of the largest construction materials and contracting companies in the United States, a status we have achieved through the hard work of our 5,600 team members (spread across 15 states) and the loyalty of our many customers. Knife River is a Top 10 aggregate producer in the United States and is one of only three companies on that list to be American-owned and operated. We are committed to our values and proud of our American heritage.

Our success is built on four core values: People, Safety, Quality, and our Environmental Commitment. People are critical to our success, whether it's our employees, our customers, or the end users of our products and services. That's why our commitment to safety, quality, and environmental compliance is so important. We are driven to work safely, produce quality results and manage our impact on the environment because that is the best way to take care of our teams, our customers and our communities.

Behind every Knife River job stands a team committed to each other, committed to you and committed to our values. The first two words of the Knife River Corporation vision statement are "With integrity." That is how we do business, and that is how we treat our customers and our employees.

Thank you for your time and consideration,

Bill Faris

Vice President and General Manager



## Liberty Mutual Surety

September 11, 2023

Grand Oaks Nine  
2854 Highway 55, Suite 250  
Eagan, MN 55121

651-365-7496  
651-365-7498-Fax

**Re: Knife River Corporation – South**

To Whom It May Concern:

As surety agent for Knife River Corporation – South, I am pleased to recommend the organization and the exceptional abilities it brings to the construction marketplace.

Liberty Mutual Insurance Company (surety since 2002) and Travelers Casualty and Surety Company of America (surety since 2003), as co-surety, provide the surety support requested by Knife River Corporation – South. Liberty Mutual Insurance Company is listed in the Department of the Treasury's Listing of Approved Sureties and is rated A by A.M. Best and Travelers Casualty and Surety Company of America is listed in the Department of the Treasury's Listing of Approved Sureties and is rated A++ by A.M. Best.

Knife River Corporation – South has ample bonding capacity with a single project capacity in excess of \$100,000,000 and an aggregate bonding capacity in excess of \$1,500,000,000. Knife River Corporation – South has a remaining capacity in excess of \$560,000,000.

Knife River Corporation – South is a valued client of Willis Towers Watson and their co-surety team. Please accept our judgement that Knife River Corporation – South is well qualified to provide the necessary financial, technical and management resources to satisfy your project's construction requirements. Should your projects require bonding, we would welcome the opportunity to secure bonds on behalf of Knife River Corporation – South if they request us to do so.

Sincerely,

Heather R. Goedel  
Attorney-in-Fact

Member of Liberty Mutual Group





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: 8209239-190003

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, Blake S. Bohlig, Brian D. Carpenter, Craig Olmstead; Erik T. Gunkel; Haley Pflug; Heather R. Goedtel; Jessica Hoff; Kelly Nicole Enghauser; Laurie Pflug; Michelle Halter; Michelle Ward; Nicole Langer

all of the city of Bloomington state of MN 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 12th day of January, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 12th day of January, 2023 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 Plymouth Meeting, 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 1126044
Member, Pennsylvania Association of Notaries

By: 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 11th day of September, 2023.



By: 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.



www.kniferiver.com

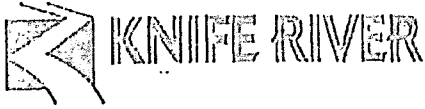
6310 State Hwy 21 West  
Bryan, TX 77806  
Mailing Address:  
P.O. Box 674  
Bryan, TX 77806  
(979) 361-2900 | (979) 361-2981 FAX

2901 Marlin Hwy 6  
Waco, Texas 76706  
Mailing Address:  
P.O. Box 1800  
Waco, Texas 76703  
(254) 761-2600 | (254) 761-2695 FAX

KEY PERSONNEL (MANAGEMENT)

<u>NAME</u>	<u>TITLE</u>	<u>EXPERIENCE</u>
Bob Kober	President (Region)	41
Ben Carlson	Vice President of Operations (Region)	32
Bill Faris	VP/GM - Bryan & Waco Divisions	36
Jay Martin	Construction Manager – Bryan, TX	32
Charlie Botkin	General Superintendent – Bryan, TX	28
Victor Mendoza	HMAC Paving General Superintendent	8
Lynn Fitzgerald	Bridge General Superintendent	46
Lonnie Mitchell	Head Estimator – Bryan, TX	44
Jake Burchett	Estimator/Project Manager – Bryan, TX	12
Jon White	Estimator/Project Manager – Bryan, TX	10
Shannon Dodgen	Contract Administrator – Bryan, TX	13
Lupe Sanchez	Superintendent – Underground, Subgrade, Base & Concrete	13
Terry Killingsworth	Superintendent – Earthwork, Underground, Subgrade & Base, Concrete and Bridge	41





[www.kniferiver.com](http://www.kniferiver.com)

6310 State Hwy 21 West  
Bryan, TX 77806  
Mailing Address:  
P.O. Box 874  
Bryan, TX 77806  
(979) 361-2900 | (979) 361-2981 FAX

2901 Marlin Hwy 6  
Waco, Texas 76705  
Mailing Address:  
P.O. Box 1800  
Waco, Texas 76703  
(254) 761-2800 | (254) 761-2895 FAX

Cody Williams	Superintendent – Earthwork, Subgrade & Base	43
Jerry Owens	Superintendent – Earthwork, Subgrade & Base	38
Gary Taylor	Superintendent – Earthwork, Subgrade & Base	9
Andres Umazor	Bridge General Superintendent	30

## CONTRACTOR KEY PERSONNEL

### Superintendent & Project Manager Information

Resumes of key personnel shall also be included. Professional affiliations, memberships, and certifications for each of the key personnel must be included and will be used to evaluate the proposed team and personnel.

Project Manager	Years Experience	Projects
Jake Burchett	13	* See resume
Julie Tengesdal	20	* See resume
Jon White	11	* See resume

Superintendent	Years Experience	Projects
Charlie Botkin	28	* See resume

Scheduler	Years Experience	Projects
Jake Burchett	13	* See resume
Julie Tengesdal		* See resume
Jon White	11	* See resume

Quality Control Person	Years Experience	Projects
Richard Roberts	39	* See resume

# Jake Burchett

110 Rolling Ridge • College Station, TX 77845 • (979) 220-7633 • Jakeb1313@gmail.com

## EDUCATION

**Sam Houston State University, Huntsville, TX** Aug 05 – Aug 08

- Bachelor of Construction Management; GPA: 3.1

## WORK EXPERIENCE

**Hassell Construction- Houston, TX** October 16- Present  
Contract Manager

- Coordinate with Hassell President, Estimating VP, and field leadership, establishment of project objectives, procedures, schedules, and performance requirements.
- Provide ongoing support to Construction/Operations for efficient and profitable execution of work including scheduling with primavera, procurement and change order/supplemental work processes.
- Maintain documentation of quantities and value of work estimated/completed to support forecasting for future project performance and work in progress utilizing Computer Ease software.
- Build and maintain relationships with agencies and community leaders.

**Knife River Corporation- Bryan, TX** September 14-October 16  
Project Manager

- Coordinate with Estimating Manager, Construction Manager and field leadership, establishment of project objectives, procedures, schedules, and performance requirements.
- Provide direct and indirect supervision of field crew members/foreman or superintendents.
- Maintain documentation of quantities and value of work estimated/completed to support forecasting for future project performance and work in progress utilizing JD Edwards and Business Intelligence.
- Provide ongoing support to Construction/Operations for efficient and profitable execution of work including scheduling with primavera, procurement and change order/supplemental work processes.
- Partner with Contract Administrator to review and process financial aspects of contracts (i.e.: billings, sub-contract payments, material payments, collections, etc.).
- Troubleshoot and problem solve situations/problems (material quality, equipment operation/repair, etc.). Monitor and discuss production problems with co-workers and managers/supervisors.
- Build and maintain relationships with agencies and community leaders.

**Jagoe-Public- Denton, TX** April 13- September 14  
Project Manager/ Estimator

- Estimated, secured, and managed TxDOT and Private contracts as a GC and Subcontractor.
- Execute Subcontracts, Change Orders and Subcontractor Pay Request on multiple projects.
- Provided assistance in developing the Project Manager responsibilities, utilizing new quantity tracking, primavera scheduling and other takeoff software.
- Provide estimates to general public on private driveways, parking areas and other services.
- Build and maintain relationships with agencies and community leaders.

**Texas Sterling Construction- DFW, TX** May 08 – April 13  
Project Coordinator

- Manage TxDOT, City and NTTA projects up to 92 million dollars.
- Prepared submittals, RFI's and track quantities for monthly estimates.
- Coordinate SW3P monitoring for batch plant and lay down yard.
- Utilized the following programs: AGTEK 4D, Planswift, HCSS, Viewpoint and Primavera.
- Dallas Love Field signatory and Movement Area Trained, MUTCD, OSHA 10.

## REFERENCES

- Jay Martin- Construction Manager- Knife River Corporation  
Phone- (979) 219-7344 Email- [jay.martin@kniferiver.com](mailto:jay.martin@kniferiver.com)
- Jason Roberts- Senior Estimator- Jagoe-Public  
Phone- (903) 815-8842 Email- [jrobertsd38@gmail.com](mailto:jrobertsd38@gmail.com)
- Jason Hassell- Estimator/VP- Hassell Construction Company  
Phone- (832) 540-9228 Email- [jjhassell@hassellconstruction.com](mailto:jjhassell@hassellconstruction.com)

## **Texas Sterling Project Summaries**

**TxDOT SH 161 FRONTAGE ROADS**- \$30M project that consisted of concrete paving, storm drain, bridge structures, precast MSE and noise wall construction. This was a three-lane frontage road going Northbound and Southbound and overpass for the new NTTA SH 161 tollway that intersected IH 30. I began as a Rodman for a survey crew for my internship in college and was hired on as a Project Coordinator after graduation. I came in half way through this project, which met an end of job early completion bonus of 1.2M dollars.

**TxDOT MT. CREEK PARKWAY**- \$28M project that consisted of concrete paving, storm drain, water line, sewer line, bridge structures and cast in place wall construction. This was a four-lane widening of Mt. Creek Parkway from Spur 408 to Grady Niblo Road (four miles). This included a seven-span bridge on steep grade one smaller two span bridge, two miles of ten-inch water line, and up to a forty-foot-deep cut for sanitary sewer. Mt. Creek Parkway was home to Dallas Baptist University, the Dallas/Ft. Worth National Cemetery and the Dallas Police Department shooting range. There was extensive coordination between all these entities for the duration of the project.

**City of Dallas- Taxiway Lima Rehabilitation**- \$14M project that consisted of concrete paving, PVC under drain, electrical, and a private apron extension at Dallas Love Field. This project required removal of existing asphalt taxiway, excavation, sub-grade preparation, followed by 18 inches of concrete paving. Asphalt shoulder installation, striping, electrical work and a sixty-day runway shutdown were also included in the contract. I was movement area trained, put together airport badge applications and kept track of expiration dates and escorted subs in the movement area.

**NTTA Chisholm Trail Parkway Section 3B**- \$92M project that consisted of twenty new bridges and overpasses (totaling over four miles), a mile and a half of concrete paving, sixteen thousand feet of underground utilities, three hundred thousand square feet of MSE wall, and half a million cubic yards of dirt excavation/embankment. This was the interchange portion of the new "Chisholm Trail Parkway" that intersected IH20 at the split with SH183 in Fort Worth. The majority of the bridge structures was mass placement concrete and required a new integral color concrete design. I was the assistant Project Manager on this project and helped initiate the Heavyjob system with TSC on this project with over twenty foremen. I was trained and utilized the North Texas Tollway Authorities electronic project reporting system (EPRS) and oversaw all requests for information, submittals, quantity tracking, time card approval and SW3P controls for our storage yard/office and batch plant site. This was a high-profile job that crossed two major highways in Southwest Fort Worth that was surrounded by popular businesses and housing developments.

## **Jagoe- Public Project Summaries**

**TxDOT US 377**- \$5M project that Jagoe-Public was an asphalt-paving subcontractor for Rebcon Inc. I met with their management team on progress meetings to schedule our asphalt crews, keep track of quantities and bill them accordingly.

**TxDOT FM 979**- \$7M project that consisted of a shoulder widening, base repairs, cross structure extensions and overlay. This was a typical project that Jagoe excelled at where we performed the widening, repairs and overlays and subbed out the storm drain. My responsibilities were to coordinate subcontractors and any communications with the owner.

**City of Denton Hickory Street Improvements**- \$3M project that consisted of landscape, underground utility, roadway and parking improvements along Hickory Street in Denton. This project was also considered a "streetscape improvement" located in the square, which encompassed many popular restaurants and bars in downtown. These improvements included the widening of sidewalks and parking areas utilizing brick pavers, ADA ramps and railings, landscape improvements, and aesthetically pleasing dumpster enclosures. The consultant that engineered these plans for the city did a less than adequate job, so we needed to have many partnering sessions with the city of Denton to keep the project moving in a high-profile area.

**TxDOT US 380**- \$15M project that consisted of concrete paving and storm drain improvements. This job was located on University Drive just North of the University of North Texas and Texas Women's University campus. There were some extensive utility relocation delays that prevented this project from starting before I left Jagoe-Public. I set the entire job up from putting together a change order for material escalators and an extensive environmental plan for some existing contaminated soils found after the project was bid. This plan included the removal and manifest of excavated materials from old gas station locations from multiple locations throughout the project. Some of the old storage tanks were never removed so I helped an outside consultant put a plan together to properly remove contaminated materials and dispose of them in a safe manor.

## **Knife River Corporation Project Summaries**

**TxDOT Fayetteville CR 290 at Owl Creek**- \$400K project that consisted of the removal of existing structure and replacement of a two-span bridge at Owl Creek. This was a standard off system bridge that utilized slab beams and two-course seal coat on the approaches.

**TxDOT Fayetteville US 290**- \$3M project that consisted of a mill, seal coat and overlay on both sides of US 290 for a total of fourteen miles. This is the type of project that KRC excels at and performs mirror projects throughout the year. I was able to catch an outside trucking overrun as we were using more trucks on the milling than was bid. We were able to make up that cost with good productions and ride quality bonuses.

**TxDOT Brazos FM 1179**- \$2.5M project that consisted of a mill, overlay, base repairs, sidewalk and driveway renovations through a busy roadway in Bryan, TX. This job required the coordination with many businesses for driveway construction. I was able to catch an overrun on sidewalk production early in the job and figured out that two crews did not have enough room to perform. We moved one of the crews off the project and were able to maintain budget and perform better on driveway construction to make up for lost budget.

**TxDOT Austin CR at Sandy Creek**- \$400K project that consisted of the removal of existing structure and replacement of a single span bridge at Sandy Creek. This was a standard off system bridge that utilized slab beams and flex base on the approaches

**TxDOT Robertson FM 1373**- \$1.2M project that consisted of the removal and replacement of two bridges on a rural highway in Robertson County. When I was setting up this project, I discovered our bid had not accounted for majority of the beam cost and had to write the job revenue down 100K. After negotiating with subs/suppliers, talking with the superintendent and performing at our best, we were able to make up the entire loss on this project and get back to original profit.

**TxDOT Brazos SH 21 Crossovers**- \$1.6M project that consisted of grading, base, surface and markings on new turn lanes and crossovers for highway 21. The consultant that engineered these plans did a less than adequate job and required up to 500K of change order and improvements to make this project work. We had to have many partnering sessions with the state to keep this project moving.

**TxDOT Brazos SH 6 Ramp Reversal**- \$7.5M project that consisted of the construction of upgrade freeway facility including grading, structures, surface, signs and markings. This is a ramp reversal project on Highway 6 through Bryan, TX. KRC started the underground and ramp removal in phase one and I was able to complete an extensive dirt takeoff with Agtek 4D to confirm dirt quantities for each phase to help plan the work so we could meet the tight budget.

## **Hassell Construction Project Summaries**

**TxDOT Harris County SH 99-** \$3.26M project that consisted of a new location frontage road and U-turns at Morton Rd & Clay Rd. This project consisted of grading, base, concrete pavement, retaining walls, signing, striping, drainage structures and illumination. TxDOT caused some serious delays on this project due to being unresponsive to RFI's so I was able to put a time impact analysis with Primavera that helped negotiate a change order for the six percent overhead cost incurred by this delay over 300K.

**TxDOT Brazoria County SH 6-** \$4.96M project for the construction of intersection improvements along with concrete median and turn lanes over existing paving for a stretch of 17.65 miles on highway 6. This project also experienced utility delays where I was able to utilize Primavera to show these impacts and stop liquidated damages from being charged. This project will also be pursuing compensation for the six percent overhead as it ends.

**City of College Station- Greens Prairie Trail-** \$4.45M project that consisted of the two miles of the removal of an existing two-lane asphalt road and addition of a four-lane concrete road with stamped concrete medians. There were multiple utility delays on this project with a strict timeframe to finish since there was a new school opening on this roadway. I kept a spreadsheet with production averages to show field supervision how changing the crew size affected the quantities to be installed per day. I believe this helped a new supervisor to stay on budget for this project.

**Montgomery County- Rayford Road Widening-** \$26M dollar project where Smith and Company was the GC. Hassell Construction partnered with Smith and Co to perform 6.2 miles of concrete pipe and box culvert, concrete paving, driveways, curb and gutter and sidewalk ramps. This project was subject to many utility delays where partnering was required on a regular basis with the County.

**City of College Station- Francis Drive Rehabilitation-** 3.7M dollar project involves the replacement of new concrete pavement for one mile of an existing neighborhood street. This project also consisted of rehabilitation of the sidewalk, water, wastewater and drainage utilities in the area.



**POSITION:**

Project Manager

**EDUCATION/ EXPERIENCE:**

- Louisiana State University  
Baton Rouge, LA  
B.S., Construction Management  
(2004)
- Knife River Corporation  
(05/2022 - present)
- Ferrovial Agroman US Corp.  
(08/2016 - 05/2022)
- The Lane Construction Corp. -  
(08/2016 - 08/2009)
- Kiewit Texas Construction, LP  
(2004-2009)

**RESPONSIBILITIES:**

- Ensures construction progresses as scheduled and contract specifications are adhered to
- Manages subcontracting scheduling and tracks costs to authorize payment
- Orders and receives construction materials and ensures they meet specifications
- Assists management with planning construction processes
- Monitors, tracks job cost and prepares job cost reports to ensure budget control within estimated cost
- Prepares RFI and change orders
- Corresponds with owner regarding change orders and submittals
- Assists estimators and engineers with quantities and productions during the pursuit of work
- Manages document control

**TRAINING/REGISTRATIONS/****CERTIFICATIONS:**

- OSHA 30-Hour - Safety
- Primavera P6 - Scheduling
- Autocad
- Terramodel - Survey
- CPR/First Aid
- HCSS heavy job, estimating
- Principle Management
- Contract Management
- Job Cost Management - In-Site
- MicroStation - Bentley
- Procurement Management
- Traffic Management

**JULIE S. TENGESDAL****PROFESSIONAL EXPERIENCE:**

Julie has 20+ years of experience in the construction industry, ranging from small paving projects to large design- build projects. She has worked on civil infrastructure (roads, bridges, light rail), oil and gas refineries, and coal power and chemical plant projects. Julie has held multiple positions in the construction industry from a craft journeyman pipefitter to managing craft workers, subcontractors, and job/field engineers as a senior level project manager.

**PROJECT EXPERIENCE:**

**Millam Co. FM 2095, Gause, TX KRC (07/2023 - On-Going)**  
\$2.4 million Bridge removal/replacement. **Robertson Co. US 190; ETC. multiple counties/locations surrounding the Bryan/College Station area, TX KRC- (01/2023 - On- Going)- Project Manager** - \$4.5 million for the construction of miscellaneous work consisting of safety lighting, traffic signal, advance warning signs and sidewalks. **BRAZOS Co. SH 30, College Station, TX KRC (11/2022 - On- Going) Project Manager** - \$2.8 million construction of a safety improvement project consisting of install raised median and sidewalks. - Managing close-out for final change order.

**I-35W Corridor, Fort Worth, TX (Joint Venture Ferrovial and Webber P3 Design-Build) Segment 3A and Segment 3C (Aug. 2016 - May 2022) - Senior Project Manager**  
Worked on Segment 3C started 2020. My responsibilities are managing the traffic activities, and budgets for the \$910 million project which will rebuild 6.7 miles from just north of US 81/287 (Heritage Trace Pkwy) to Eagle Parkway in Denton County. Segment 3A Completed in 2019. My responsibilities were to assist in the construction of Segment 2 of 4 Segments the roadway, flatworks, MSE Walls, bridges, drainage, ITS, and signs of this \$1.6 billion NTE I-35 W project rebuild 10 miles in Fort Worth from north of I-30 to US 81/287. Construction began in 2013 part of the North Tarrant Express, this project will double the existing capacity by reconstructing the current infrastructure adding four toll TEXpress Lanes, auxiliary lanes and some frontage roads.

**SH360 SOUTH TOLL ROAD (Joint-Venture JD Abrams and Lane Construction Design-Build), Arlington, Grand Prairie, and Mansfield, TX (2015 - 2016) - Project/Senior Job Engineer** Responsible for erosion maintenance and the drainage portion of this \$300 million project which will add 9.2 miles of toll lanes and frontage road improvements

to extend the existing SH 360 main lanes and frontage roads from just south of I-20 to US 287. The project includes two toll lanes in each direction from E. Sublett Road/Camp Wisdom Road to East Broad Street and one toll lane in each direction with periodic passing lanes (Super 2 configuration) from East Broad Street to US 287, in addition to frontage road and intersection improvements from E. Sublett Road/Camp Wisdom Road to US 287.

**I-35E MANAGED LANES (AGL Joint- Venture Archer Western, Granite, and Lane Construction), Dallas and Denton Counties, TX (2013 - 2015) - Job Engineer**

This \$1.2 billion design-build project consists of 28-mile reconstruction of IH-35E in Dallas & Denton Counties. This section of IH-35E made Texas' list of 100 most congested roadways. The project will add two reversible managed lanes, general purpose lanes, bridge and wall structures, drainage and pavement improvements. Julie was responsible for creating contracts for all suppliers, designers, and subcontractors associated with precast plant/retaining walls. She was the wall engineer for the entire corridor. Julie was also part of the Aesthetic Task Force that discussed the aesthetics of all structural elements of the projects. She coordinated with cities regarding additional aesthetic upgrades. Julie was then assigned to an area as wall engineer, responsible for the south end of the corridor. She tracked quantities; managed shop drawings (design) for soil nail, MSE retainage, temporary wire walls, and as-builts; coordinated with subcontractors and suppliers; scheduled for wall items; managed/forecasted cost; and coordinated meetings with local cities.

**THE LANE CONSTRUCTION CORPORATION, Justin, TX (2010 - 2013) - Job Engineer**

Worked on multiple projects at Lane's Texas plant operations in Justin, TX.

**PARKER COUNTY SH 199, Springtown, TX (7/2012 - 9/2013) - Job Engineer**

This \$6 million overlay project consisted of paving 9 miles with 60,000 tons hot mix asphalt. Additional project elements included installing MBGF, performing flexible pavement repair, and installing signage, traffic signals, and pavement markings. Julie forecasted job costs and prepared daily cost reports, ordered materials and tracked quantities, performed field studies/measurements, and handled change orders. The project had approximately 600 signs that needed placement. Design flaws with the signs prevented placement in accordance with the original installation schedule. Julie communicated routinely with the subcontractor to fix the design flaws and reworked the schedule so that the signs were installed without impacting the overall project schedule.

**Kiewit Texas Construction LP, Fort Worth, TX (5/2004-10/2009) - Engineer**

Julie's responsibilities at Kiewit included:

**Estimator:** Estimated projects from design/build to bid build ranging from \$1 million to \$100 of millions with variety of owners from private, USACE, and state DOT. Review plans and specifications. Perform take-offs. Be knowledgeable of company's estimating system. Perform closeout procedures. Record the Documentation for company records.

**Surveyor:** Performed basic survey field activities. Knowledgeable of basic surveyor methods, equipment, software, and procedures.

**Office Engineer/Structures Field Engineer:** A \$85 million design/build project Coors I-40 in Albuquerque, New Mexico performed calculations, developed and implemented quantity book for bridge structures, purchasing and tracking of all the structures' materials, created and implemented subcontracts for structures' operations, managed concrete subcontractors, coordinated and scheduled all concrete pours. Submitted submittals to owner, reviewed shop drawings, worked with designers, performed daily field inspections, performed daily safety and quality reporting, and training craft personnel, created trend charts for tracking, update daily cost and labor distribution reports, and reviewed time cards for accurate quantities.

**DBE Coordinator:** updated company database. Prebid activities from solicitation to potential DBE in geographical locations per project. Receiving information and answering questions from subcontractors and suppliers. Receiving documentation from estimators about DBEs. Creating outreach programs to get interest. Knowledgeable of the laws, regulations, and policies governing the DBEs.

**Business Development Specialist:** Gathered information about past and present projects. Prepared proposals. Compliance during the pre-bid process. Kept records for audit purposes.

**Marketing:** Attended different events to match with potential DBEs, subcontractors and suppliers.

Projects at Kiewit included:

**I-40/COORS DESIGN-BUILD INTERCHANGE, NEW MEXICO DOT, Albuquerque, NM (12/2004 -10/2006) - Structures Field Engineer**

This \$90M project reconstructed one of the most heavily traveled interchanges in New Mexico. The newly designed interchange is capable of accommodating the current 165,000 vehicles per day (VPD), which far surpasses the original design of 55,000 VPD. The project scope included the interchange reconstruction, 8 new bridges, pedestrian and bicycle paths, retaining wall and noise structures, utility relocations, drainage improvements, signage and lighting. Traffic was maintained during construction by dividing the work into 5 phases. Many of the structures were built outside the existing travel lanes to keep traffic moving in existing patterns and reduce impacts. Traffic was detoured onto these new structures so the old structures could be removed and replaced. The project's aggressive schedule combined with partnering and innovation allowed the project to be completed in just 18 months. Julie served as the Structures Field Engineer. Julie assisted with: daily field activities including inspections; scheduling & managing of the concrete pour subcontractors; developing and executing project schedule and forecasting; working with designers to ensure design plans reflected field conditions; purchasing and tracking all the structures' materials, creating and executing subcontracts for the structures' operations; and training craft personnel. Julie took on additional responsibilities above her normal responsibilities when two of the Job Engineers departed the project. The additional duties included forecasting and managing job costs. Although this was a challenge for Julie, she successfully helped the project stay within budget and on schedule.

**I-10 DESIGN-BUILD EMERGENCY BRIDGE REPAIR, FLORIDA DOT, Pensacola, FL (9/2004 -10/2004) - Engineer**

Hurricane Ivan tore apart nearly a quarter mile of the two-lane double span I-10 concrete bridge spanning Escambia Bay. This \$33.7 design-build project repaired 46 eastbound concrete sections and nearly 28 westbound sections. The westbound span opened to two-way traffic in just 17 days (7 days ahead of schedule) and the eastbound span opened 26 days ahead of the original 90 day schedule. Since this was an emergency repair project after a natural disaster, Julie and the rest of the team were quickly deployed to begin the repairs. Julie was assigned as an Engineer and was responsible with performing surveying, which she had no previous training or experience in. She quickly taught herself the necessary surveying skills and became familiar with the operations of the surveying equipment. She was able to complete the survey work on time to keep the project on schedule. Julie also assisted with repositioning the bridge spans.

**Bacon Construction Company, Inc., Ackerman, MS (09/2000-10/2000) - Pipefitter Helper**

Reviewed safety and quality program. Reviewed plans (isometrics) and specifications. Coordinated with rigging foreman to have a lift plan. Ordered and obtained the materials and equipment.

**The Shaw Group, Inc., Norco, LA (08/1999-11/1999) - Pipefitter**

Assisted with inspections of pipe lines. Assisted reviewing process system packages for punch list items that needed to be completed. Trained helpers in fabrication and connection to equipment. Worked with welders connecting pipe spools and fittings. Performed pipeline testing by water, and air.

**S&B Engineers and Constructors, Ltd., Geismar, LA (05/1999-08/1999) - Pipefitter Helper** Assisted with piping operations. Reviewed safety and quality plan. Ordered materials for piping operations. Reviewed plans and specifications. Assisted with reporting of field operations.

**Spartan Energy Group, Geismar, LA (03/1999-05/1999) - Pipefitter Helper** Handled all the field procurement. Coordinated all field orders of materials. Checked invoices of field materials. Checked for any defects and correct material and quantity ordered.

**Fluor Corporation, Taft, LA (05/1998-10/1998) - Pipefitter Helper** Assisted with daily piping operations. Reviewed safety and quality plan. Ordered materials for piping operations. Reviewed plans and specifications. Assisted with process packages preparations. Checked pipelines to correct punch list items.

**Rust Constructors Inc., Wando, SC (04/1996-04/1997) - Pipefitter Helper/Ironworker Helper** Assisted in connecting structural steel to structures. Assisted by gathering materials and tools. Worked in elevated areas. Trained in stick welding for structural steel. Assisted in connecting pipe lines to equipment. Reviewed plans and specifications to review pipe lines for completion of process systems.

**Rust Constructors Inc., Mansfield, LA (10/1995-12/1995) - Electrical Helper** Assisted in their daily activities by following safety and quality plan, obtaining materials and tools, connecting conduit, installing wire into conduit and terminating the systems. Proper documentation of systems for completion.

# JONATHAN WHITE

jon.white@kniferiver.com

## EXPERIENCE

SEP 2011 – PRESENT

ESTIMATOR/PROJECT MANAGER, KNIFE RIVER CORP. – SOUTH (BRYAN, TX)

AUG 2008 – JAN 2009

INTERN, KEY CONSTRUCTION (FORT WORTH, TX)

## EDUCATION

AUGUST 2009

CONSTRUCTION SCIENCE, TEXAS A&M UNIVERSITY

## CERTIFICATIONS/TECHNICAL SKILLS

- OSHA 30 hour
- TEEEX Train the Trainer/Flagging/Traffic Control
- Primavera P6
- TxDOT SW3P Courses

## PROJECTS

### TxDOT

**Bastrop Area Office – Diane Schulze, P.E. – (512) 308-4468**

- Milam CR 405 (Roger, TX), Bridge Construction, BR 2010(948), \$461,057.03, Completed: 2013
- Lee FM 448 (Giddings, TX), Road Widening, STP 1502 (595), \$3,138,496, Completed: 2017
- Lee US 77 (Lincoln, TX), HMAC Overlay, STP 2016 (874), \$876,077.44, Completed: 2016

**Brenham Area Office – Mark Shafer, P.E. – (979) 836-9359**

- Grimes SH 30 (Carlos, TX), Overpass Construction, STP 1402(194), \$5,718,784, Currently Active
- Burleson FM 60 (Snook, TX), HMAC Mill & Inlay, STP 2016(877), \$2,005,363.22, Completed: 2016

**Bryan Area Office – Ashley Hill, P.E. – (979) 778-6233**

- Brazos FM 60 Northgate (College Station, TX), Road Widening and Pedestrian Improvements, NH 1102(429), \$3,705,343, Completed: 2012
- Brazos FM 60 Park Hudson (College Station, TX), STP 2004(74), \$7,633,962, Completed: 2015
- Brazos FM 60 – Wellborn Rd. to SH 47 (College Station, TX), HMAC Mill & Inlay, NH 2015(705), \$1,565,192.94, Completed: 2016
- Brazos FM 60 – SH 6 to Tarrow (College Station, TX), HMAC Mill & Inlay, NH 1502(140), \$1,327,052.00, Completed: 2016
- Brazos FM 60 – Tarrow to Texas Ave. (College Station, TX), Median Construction and Mill/Inlay, NH 1502(527), \$ 989,616.60, Completed: 2016
- Brazos SH 30, ETC. (College Station, TX), HMAC Mill & Inlay with Pedestrian Improvements, STP 2017 (759), \$1,679,419.00, Completed: 2017
- Brazos FM 2818 at FM 1179 (Bryan, TX), Overpass Construction, STP 1102(237)SB, \$14,146,816, Completed: 2015

- Brazos FM 60 DDI (College Station, TX), Intersection Improvement and Bridge Widening, NH 1602(416), \$ 13,863,443.80, Currently Active
- Various HMAC Mill & Inlay Contracts

**Huntsville Area Office – Vacant, P.E. – (936) 295-3462**

- Madison US 190 RMC (North Zulch, TX), HMAC Overlay, RMC - 625917001, \$1,149,045.67, Completed: 2014
- Madison US 190 (Madisonville, TX), HMAC Overlay and Pedestrian Improvements, NH 2016(577), ETC., \$2,150,935.10, Completed: 2017
- Walker US 190 (Huntsville, TX), HMAC Mill & Inlay, NH 1702(083), \$862,850.00, Completed: 2018
- Madison US 190 RMC (Midway, TX), HMAC Overlay and Safety Improvements, RMC - 632217001, \$1,063,526.99, Currently Active

**Municipal**

**City of Bryan Maintenance – Robert Willis – (979) 549-7169**

- 2015 Sealcoat Maintenance (Bryan, TX), \$625,715, Completed: 2015
- 2018 Sealcoat Maintenance (Bryan, TX), \$ 920,643.80, Currently Active

**Brazos County Road & Bridge – Gary Arnold – (979) 436-2716**

- Mesa Verde Drive (College Station, TX), \$ 1,096,445.20, Completed: 2018
- Various HMAC Overlay Contracts

**Misc. Projects**

- Texas A&M TTI, Ride Test Track Overlay, \$51,500, Completed: 2015
- Texas A&M University - Vet School Project (College Station, TX), Sitework, \$ 3,275,999.00, Completed: 2017
- Various HMAC Overlay Contracts for the City of College Station, TX
- Marriott, Residence Inn and Fairfield Inn at The Colony (Dallas, TX)

# CHARLES A. BOTKIN

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412 Nolan Street, Navasota, TX, 77868 :: 936-825-4940 :: cabotkin@yahoo.com

## SUMMARY

Excellent interpersonal, communication, and organizational skills; proven ability to simultaneously handle a variety of challenges and responsibilities; able to establish priorities, act as a team player, and proceed with objectives with minimal guidance; competent with computer applications; results-oriented, quality-focused, with an eye for details

## EXPERIENCE

### Knife River South – Bryan, TX

#### *General Superintendent (Aug. 2017 - present)*

- Oversee all aspects of construction projects.
- Work with project management to ensure jobs are on time and budget.
- Work closely with owners and stakeholders on projects
- Same duties as listed below

#### *Project Superintendent (June 2016 - Aug. 2017)*

- Supervised onsite work crews
- Scheduled and supervised subcontractors as well as 20+ company employees
- Managed the upkeep and use of company equipment
- Oversaw multi-million-dollar jobs throughout Central Texas
- Interpret project plans and specifications
- Electronically recorded employees time
- Complied with all Hunter Industries and OSHA safety regulations
- Ensure projects are on and/or under budget
- Partner with TXDOT personnel on all projects
- Hired Hunter Industries employees
- Calculated and ordered all materials (i.e., lime, cement, base, asphalt, etc.)

#### *Project Summary*

- SH 30 Grimes Co. ~\$6 Million - Washington Co. Area Office 979-836-9359
- FM 60 Brazos Co. ~\$12.5 Million - Bryan Area Office 979-778-6233

### Hunter Industries – San Marcos, TX

#### *General Superintendent (Jan. 2013 – June 2016)*

- Overseeing multiple multi-million-dollar projects in South East Texas
- Direct daily communication with Project Superintendents and Project Manager
- Work with engineers to identify and resolve all issues that arise
- Interpret project plans and specifications
- Managing 2 Project Superintendents and 6 concrete foremen
- Schedule and supervise subcontractor progress on job sites
- Follow and comply with all Hunter Industries and OSHA safety regulations
- Partner with TXDOT personnel on all projects
- Ensure projects are on and/or under budget
- Oversee that all projects are completed on or before deadlines

#### *Project Summary*

- US 59 Victoria Co. 16 Million Victoria Area Office 361-573-9251
- US 59 Victoria Co. 12 Million Victoria Area Office
- Loop 463 Victoria Co. 12 Million Victoria Area Office

*Project Superintendent (Aug. 2004 – Jan. 2013)*

- Supervised onsite work crews
- Scheduled and supervised subcontractors as well as 20+ company employees
- Managed the upkeep and use of company equipment
- Oversaw multi-million-dollar jobs throughout Central Texas
- Interpret project plans and specifications
- Electronically recorded employees time
- Complied with all Hunter Industries and OSHA safety regulations
- Ensure projects are on and/or under budget
- Partner with TXDOT personnel on all projects
- Hired Hunter Industries employees
- Calculated and ordered all materials (i.e., lime, cement, base, asphalt, etc.)

*Project Summary*

- US 290 Bastrop Co. ~\$12 Million Bastrop Area Office 512-308-4458
- FM 969 Bastrop Co. ~\$7 Million Bastrop Area Office
- US 79 Williamson Co. ~\$20 Million Williamson Co. Pass-Through Finance 512-930-5402
- I-35 Williamson Co. ~\$18 Million Williamson Co. Pass-Through Finance
- US 59 Victoria Co. ~\$40 million Victoria Co. Victoria Area Office 361-573-9251

*Finish Motor Grader Operator (Feb. 1998 – Aug. 2004)*

- Supervised equipment operators and water crew
- Completed all subgrade and base to plan grades
- Complied with all Hunter Industries and OSHA safety regulations

Young Contractors– Bryan, TX

*Motor Grader Operator (Nov. 1993 – Feb. 1998)*

- Constructed subgrade
- Applied lime and/or cement stabilization to grade
- Applied limestone base to grade
- Operated CMI RS 650, bulldozers, scrappers, and rollers
- Flat work foreman overseeing sidewalk and driveway crews
- Calculated and ordered concrete for projects
- Formed concrete

Texas Department of Criminal Justice – Navasota, TX

*Correctional Officer III (June 1982 – Nov. 1993)*

- Oversaw security and supervision for agriculture tractor inmates
- Supervised security for field labor force
- Managed the planting and harvesting of field crops
- Ensured all safety regulations were complied with



## **RICHARD (ROBBIE) ROBERTS**

### **QUALITY ASSURANCE/QUALITY CONTROL MANAGER**

#### **PROFESSIONAL EXPERIENCE**

Mr. Roberts is currently the QA/QC manager for both Bryan and Waco Knife River asphalt plants. He works close with the state and city personnel performing numerous tests to ensure quality control. His responsibilities are to oversee QA/QC staff and procedures.

#### **EXPERIENCE**

Worked 22 years at TXDOT Bryan District laboratory. Geo Technical, HMAC, Concrete, Pavement design, Seal Coating,

Worked 9 years for Big Creek Construction, Heavy Civil construction company. Quality Control Manager for five HMAC plants. HMAC design and QC operations for three aggregate quarries.

Worked 5 years for Knife River, Heavy Civil construction company. Regional QC Manager for HMAC, Concrete and aggregate production in Central Texas.

#### **Certifications**

Texas Department of transportation level 1A-E Plant Mix Specialist #0048 expiration date 04-15-2020.

Texas Department of transportation level 2 Mix Design Specialist # 117 expiration date 09-07-2020.



THE HOT MIX ASPHALT CENTER  
CERTIFIES THAT

**Richard M. Roberts**

**Level 1A-E Plant Mix Specialist #0048**

Has successfully completed the minimum requirements for the certification level noted above. The rights and responsibilities of this certification must be upheld to remain valid.

Tex-200-F (Parts I and II), Tex-204-F (VMA), Tex-206-F (Part I), Tex-207-F (Parts I, VI, and VIII), Tex-212-F (Part II), Tex-221-F, Tex-222-F, Tex-225-F (Part I), Tex-226, Tex-227-F, Tex-233-F, Tex-235-F, Tex-236-F (Part I), Tex-241-F, Tex-242-F, Tex-245-F, Tex-251-F, Tex-500-C (Parts I, II, III & IX), Tex-530-C

Valid: 2019/04/15 - 2020/04/15



  
\_\_\_\_\_  
HMAC Manager



THE HOT MIX ASPHALT CENTER  
CERTIFIES THAT

**Richard M. Roberts**

**Level 2 Mix Design Specialist #117**

Has successfully completed the minimum requirements for the certification level noted above. The rights and responsibilities of this certification must be upheld to remain valid.

Tex-204-F, Tex-205-F, Tex-236-F (Part II)

Valid: 09/07/2017 - 09/07/2020



  
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HMAC Manager

Employee Name	Job Title	PaySt Date
ACEVEDO, ALFREDO A	FRONT END LOADER	07/27/00
ADAMS, TERRY T	CONCRETE FINISHER (PAVING)	12/13/21
ALVARADO SASTRE, DELIO	FORM SETTER (PAVING & CURB)	05/18/22
ALVARADO, VENANCIO	LOADER OPERATOR	06/24/16
ANTHENS, JACOB A	ROLLER (NONASPHALT)	02/23/22
BARRETO LOZADA, JOSE	LOADER OPERATOR	06/01/20
BARRETO, SANTIAGO L	BLADE/MOTORGRADER	10/11/99
BARRETO-LOZADA, ALEJANDRO	BACKHOE/LOADER(OVER 3/4YD)	01/08/15
BOTKIN, CHARLES A	GENERAL SUPERINTENDENT	06/13/16
BURCHETT, JAKE B	PROJECT MANAGER	08/13/18
BYRD, CARLOS G	LOADER OPERATOR	04/04/22
CARLOS, REYNALDO	ASPHALT PAVING MACHINE OPERATO	08/22/05
CASTANEDA, MARCOS	WATER TRUCK	04/29/20
CORNEJO VILLEDA, J SOCORRO	ASPHALT RAKER	08/04/08
DANIELS, LEON	SCREEDMAN	08/09/74
DAVENPORT II, STEVEN L	BLADE/MOTORGRADER-FINISH	04/20/17
DODGEN, SHANNON	CONTRACT ADMINISTRATOR	03/15/10
GAMBOA RICO, LUIS	CARPENTER	06/28/12
GARCIA-ZAPATA, JESUS	CONCRETE FINISHER	03/18/15
GOMEZ, HUMBERTO	CARPENTER	10/31/13
GOMEZ-RODRIGUEZ, ALEX	CONCRETE FINISHER	03/21/22
GONZALES JR., ANTONIO GARCIA	DISTRIBUTOR OPERATOR	04/19/99
GONZALEZ RODRIGUEZ, ABRAHAM	FORM SETTER (PAVING & CURB)	05/11/22
GONZALEZ, EDUARDO J	LABORER (COMMON)	06/25/21
GONZALEZ, JAIME GONZALEZ	ASPHALT PAVING MACHINE OPERATO	07/26/00
GONZALEZ, RICARDO	ROLLER (NONASPHALT)	04/22/22
GRANADOS PANTOJA, CARLOS	PIPELAYER	02/11/19
GRANADOS, JOSE J	LABORER (COMMON)	05/23/22
GRIMES, HUNTER D	SURVEYOR - PARTY CHIEF	02/13/19
GUILLEN CASTILLO, JOSE L	CONCRETE FINISHER (PAVING)	11/20/20
HALL, ERIC R	BLADE/MOTORGRADER-FINISH	07/29/20
HARDGE, CHARLES W	ROLLER (NONASPHALT)	09/08/21
HERNANDEZ HERRERA, JOSE	BLADE/MOTORGRADER-FINISH	07/01/19
HERNANDEZ, CESAR G	CONCRETE FINISHER	12/16/16
HIRSCH, CLAY W	BULLDOZER	02/17/22
KENNEDY, DAVID S	LOADER OPERATOR	06/11/19
KILLINGSWORTH, CHARLES T	SUPERINTENDENT	10/11/21
LARA DIAZ, JAIME	SCREEDMAN	01/12/09
LICEA-GONZALEZ, JOSE F	LOADER OPERATOR	06/23/15
LOPEZ-CAMPOS, JOSE	CONCRETE FINISHER (PAVING)	03/14/18
LUVIANO-VASQUEZ, PABLO	ASPHALT RAKER	01/29/15
MARTIN, JAY S	CONSTRUCTION MANAGER	05/12/14
MARTINEZ JR, GILBERT	EXCAVATOR 20K - 80K LBS	04/26/22
MCLEAN, ADONIA L	WATER TRUCK	12/07/21
MENDOZA BENITEZ, ANGEL A	LOADER OPERATOR	03/23/22
MENDOZA-BAUTISTA, VICTOR O	ASPHALT FOREMAN	08/07/15

MERAZ, JESUS	CONSTRUCTION FOREMAN	04/06/22
MITCHELL, LONNIE E	ESTIMATOR	08/11/17
MONTANEZ, JOSE L	CONCRETE FINISHER	05/13/10
MORENO, JOSE A	CONCRETE FINISHER	04/10/17
NAVARRO, AURELIO R	CONCRETE FINISHER	02/07/12
NAVARRO, EUSTACIO	CONCRETE FINISHER (PAVING)	02/21/20
OCAMPO, RENE	MIXER	10/29/21
OWEN, JASON LEE	SURVEY MANAGER	06/16/08
OWENS, JERRY D	SUPERINTENDENT	05/30/19
PANTOJA, SALVADOR	CONCRETE FINISHER	04/27/15
PEDROZA, MIGUEL A	CONCRETE FINISHER FOREMAN	10/15/87
PINEDA, MARTIN	LOADER OPERATOR	03/13/19
RAMIREZ CARLOS, ORLANDO	BULLDOZER	07/26/21
ROBLES, JULIAN G	FOREMAN	02/16/99
SADHWANI, RAHUL J	LABORER (COMMON)	05/19/22
SANCHEZ SALAS, J-GUADALUPE	CONCRETE FINISHER FOREMAN	08/06/01
SERRANO, JOSE N	CONCRETE FINISHER	05/12/22
SOLIS, MARCO	LABORER (COMMON)	04/29/22
TAMARIZ ALVARADO, JUAN C	CONCRETE FINISHER	05/13/22
TAYLOR, GARY L	SUPERINTENDENT	10/20/16
TAYLOR, TRAY N	BLADE/MOTORGRADER-FINISH	02/18/22
TIERRAFRIA, ADRIAN J	LABORER (COMMON)	04/12/22
TRISTAN RODRIGUEZ, JOSE F	GRP 3 EXCAVATOR 80K - 130K LBS	10/12/21
UMANZOR, ANDRES	SUPERINTENDENT	03/14/22
WHITE, JONATHAN M	ESTIMATOR/PROJECT MANAGER	09/19/11
WILLIAMS, CODY G	SUPERINTENDENT	08/08/19
ZAPATA, JOSE M	CONCRETE FINISHER (PAVING)	01/29/19
ZUNIGA, LEODAN A	CONCRETE FINISHER	04/11/22

I. Current Work Schedule

a. List major construction projects your organization has in-progress using the format below:

NAME	LOCATION	CONTRACT \$	\$ LEFT TO PERFORM	% COMPLETE	SCHEDULE MET
0506-01-105	Brazos FM 60 / 2818	\$ 13,863,443.00	\$ 41,400.00	99.97%	YES
0338-01-052	Grimes SH 105	\$ 6,022,201.00	\$ 184,339.75	98.19%	YES
0475-03-064	Madison / OSR	\$ 16,930,597.00	\$ -	99.76%	YES
0050-03-100	Grimes SH 6 Overlay	\$ 5,798,125.00	\$ 26,302.85	99.95%	YES
0049-12-105	Brazos SH 6	\$ 1,471,134.00	\$ 16,347.96	98.41%	YES
1145-02-022	Leon FM 811	\$ 9,549,192.00	\$ 94,326.18	99.69%	YES
2399-01-074	Brazos FM 2818	\$ 45,254,645.45	\$ 33,002,088.03	31.52%	YES
0334-03-021	Lee FM 636	\$ 2,187,752.00	\$ 642,662.91	82.07%	YES
0540-08-098	Brazos SH 40	\$ 2,611,581.83	\$ 2,099,282.05	21.15%	YES
BLEVL ENGINEERING	Walker County Precinct 1	\$ 769,706.29	\$ 769,706.29	0.36%	YES
BLEVL ENGINEERING	Walker County Precinct 2	\$ 700,010.14	\$ 700,010.14	0.50%	YES
6385-57-001	Madison FM 1452	\$ 320,869.85	\$ 260,757.65	17.71%	YES
6385-56-001	Milam FM 485	\$ 909,280.40	\$ 211,139.50	68.80%	YES
0205-02-067	Robertson US 79	\$ 734,212.86	\$ 734,212.87	0.77%	YES
6394-30-001	Brazos FM 1179	\$ 1,299,946.94	\$ 1,299,946.94	0.00%	YES
6395-32-001	Washington FM 2502	\$ 234,239.00	\$ 69,533.49	82.58%	YES

b. Total number and dollar amount of contracts currently in progress:

Number: 16.00 \$ \$ 108,051,036.76

c. Largest single contract amount currently in progress:

Project Name: Brazos FM 2818  
 Project Completion Date: August 2023  
 Dollar Amount: \$ 45,254,645.45

II. Past Record

a. List major construction projects of our organization has completed in the last 5 years that have similar work to the work to be completed in this project, with completion dates and references.

NAME	LOCATION	CONTRACT \$	\$ LEFT TO PERFORM	% COMPLETE	SCHEDULE MET
0408-02-045	AUSTIN SH 159	\$ 12,952,511.96	\$ -	100%	YES
0212-04-033	GRIMES SH 30	\$ 6,258,233.12	\$ -	100%	YES
2015 1316-01-059	BRAZOS FM 1179	\$ 2,596,937.38	\$ -	100%	YES
0117-01-046	BRAZOS SH 21	\$ 2,879,915.57	\$ -	100%	YES
0540-06-015	ROBERTSON FM 1973	\$ 1,155,131.31	\$ -	100%	YES
0506-01-103	BRAZOS FM 60 TALLOW	\$ 1,997,776.82	\$ -	100%	YES
0117-05-048	MADISON SH 21	\$ 3,212,552.33	\$ -	100%	YES
0116-04-101	BRAZOS SH 21 CROSSEOVERS	\$ 2,187,123.11	\$ -	100%	YES
0506-01-098	BRAZOS FM 60 TEXAS	\$ 1,436,010.52	\$ -	100%	YES
0334-06-026	LEE FM 448	\$ 2,871,091.66	\$ -	100%	YES
2016 0648-03-066	BURLESON FM 60 SNOOK	\$ 2,007,239.56	\$ -	100%	YES
0117-04-041	MADISON US 190	\$ 2,346,681.92	\$ -	100%	YES
0506-04-021	BURLESON FM 2135 BRIDGES	\$ 1,795,893.52	\$ -	100%	YES
0204-06-055	MILAM US 79	\$ 1,975,305.89	\$ -	100%	YES
0540-04-072	BRAZOS FM 2154	\$ 2,056,099.02	\$ -	100%	YES
2017 2146-01-026	BRAZOS SH 30 & FM 60	\$ 1,593,687.17	\$ -	100%	YES
2017-901	MESA VERDE DRIVE	\$ 1,179,280.13	\$ -	100%	YES
2018 6322-17-001	MADISON SH 21 RMC	\$ 1,188,216.85	\$ -	100%	YES
ACE TOWNHOMES	ACE TOWNHOME SUBDIVISION	\$ 327,078.00	\$ -	100%	YES
6332-10-001	BRAZOS BS-ER TEXAS AVE	\$ 2,011,503.62	\$ -	100%	YES
17-0742	GODDSON BEND ROAD PH1	\$ 1,084,100.44	\$ -	100%	YES

b. Volume of work completed over last 5 years:

2018 \$ 81,665,656.00  
 2017 \$ 56,975,655.00  
 2016 \$ 67,089,225.00  
 2015 \$ 52,860,794.00  
 2014 \$ 95,830,039.00

WARRANTY WORK SCHEDULE MET	START DATE	PROJECTED COMPLETION DATE	OWNER CONTACT AND PHONE	PROJECT STAFF
YES	JANUARY 2017	MARCH 2020	TxDOT Bryan - (979) 778-8054; James Robbins P.E.	Jon White; Project Manager
YES	SEPTEMBER 2017	AUGUST 2020	TxDOT Bryan - (979) 778-8054; James Robbins P.E.	Jay Martin; Construction Manager
YES	FEBRUARY 2019	JANUARY 2021	TxDOT Huntsville - (936) 295-7491; Delmy Reyes P.E.	Jon White; Project Manager
YES	JUNE 2019	MARCH 2020	TxDOT Bryan - (979) 778-8054; James Robbins P.E.	Jake Burchett; Project Manager
YES	FEBRUARY 2020	APRIL 2020	TxDOT Bryan - (979) 778-8054; James Robbins P.E.	Jake Burchett; Project Manager
YES	MARCH 2020	JUNE 2021	TxDOT Huntsville - (936) 295-7491; Delmy Reyes P.E.	Jon White; Project Manager
YES	JANUARY 2021	AUGUST 2023	TxDOT Bryan - (979) 778-8054; James Robbins P.E.	Jon White; Project Manager
YES	MAY 2021	APRIL 2022	TxDOT Bastrop - (512) 821-2195; Diana Schuler P.E.	Jake Burchett; Project Manager
YES	OCTOBER 2021	DECEMBER 2022	TxDOT Bryan - (979) 778-8054; Delmy Reyes P.E.	Jake Burchett; Project Manager
YES	APRIL 2022	AUGUST 2022	Blay Engineering - (936) 441-7833; Jonny Green P.E.	Jon White; Project Manager
YES	APRIL 2022	AUGUST 2022	Blay Engineering - (936) 441-7833; Jonny Green P.E.	Jon White; Project Manager
YES	DECEMBER 2021	MAY 2022	TxDOT Bryan - (979) 778-8054; Delmy Reyes P.E.	Jake Burchett; Project Manager
YES	DECEMBER 2021	APRIL 2022	TxDOT Bryan - (979) 778-8054; Eric Bennett P.E.	Jake Burchett; Project Manager
YES	MAY 2022	JULY 2022	TxDOT Bryan - (979) 778-8054; James Robbins P.E.	Jon White; Project Manager
YES	APRIL 2022	MAY 2020	TxDOT Bryan - (979) 778-8054; James Robbins P.E.	Jake Burchett; Project Manager
YES	MARCH 2022	APRIL 2022	TxDOT Bryan - (979) 778-8054; Eric Bennett P.E.	Jake Burchett; Project Manager

PROJECTED COMPLETION DATE	OWNER CONTACT AND PHONE
APRIL 2018	TxDOT Yoakum - (361) 293-4300
SEPTEMBER 2018	TxDOT Brenham - (979) 836-9359
SEPTEMBER 2016	TxDOT Bryan - (979) 778-8054
NOVEMBER 2018	TxDOT Bryan - (979) 778-8054
SEPTEMBER 2016	TxDOT Bryan - (979) 778-8054
AUGUST 2016	TxDOT Bryan - (979) 778-8054
OCTOBER 2016	TxDOT Huntsville - (936) 295-7491
DECEMBER 2017	TxDOT Bryan - (979) 778-8054
NOVEMBER 2016	TxDOT Bryan - (979) 778-8054
JUNE 2017	TxDOT Bastrop - (512) 821-2195
DECEMBER 2016	TxDOT Brenham - (979) 836-9359
FEBRUARY 2018	TxDOT Huntsville - (936) 295-7491
MARCH 2018	TxDOT Brenham - (979) 836-9359
OCTOBER 2017	TxDOT Milam - (254) 697-6629
SEPTEMBER 2018	TxDOT Bryan - (979) 778-8054
NOVEMBER 2017	TxDOT Bryan - (979) 778-8054
NOVEMBER 2018	Brazos County Road & Bridge - (979) 822-2127
JUNE 2019	TxDOT Huntsville - (936) 295-7491
OCTOBER 2018	Crescent Pointe, LTD - (979) 731-1680
AUGUST 2019	TxDOT Bryan - (979) 778-8054
FEBRUARY 2019	Brazos County Road & Bridge - (979) 822-2127

# Completed Projects

## PROJECT LIST

1. City of College Station, 2006-2011 Hot Mix Installation, Project Amount: \$500,000
2. Texas Department of Transportation, BUS 6R (Texas Ave. Widening), Brazos County, STP 2004(390), Project Amount: \$17,099,795.70
3. Texas Department of Transportation, SH 6, Brazos County, NH 2005(606), Project Amount \$6,341,040.11
4. City of College Station, West Park Rehabilitation, Project Amount: \$3,543,818.00
5. TAC Realty, First American Plaza & Boulevard, Project Amount: \$2,569,448.00
6. City of Bryan, Beck Street Extension, Project Amount: \$7,642,350
7. Texas A&M University, F&B Road Construction, Project Amount: \$3,287,240.00
8. City of College Station, Dartmouth Extension Phase 2, \$3,019,477
9. City of Waco, Arrowhead Estates Sewer, \$957,052
10. City of Waco, University Parks Bridge, \$1,778,255
11. City of College Station, Arrington Road and Decatur Drive Extension, \$4,233,235
12. Texas Department of Transportation, SH 6 Ramps, Brazos County, NH 2008(092), \$8,150,789.76
13. Texas Department of Transportation, FM 67, Hill County, STP 2008(847), \$3,394,953.00
14. Texas Department of Transportation, FM 248, Cass County, STP 2008(805), \$3,535,272.00
15. Texas Department of Transportation, SH 6, McLennan County, RMC 6210-10-001, \$865,659.
16. Texas Department of Transportation, FM 2818, Brazos County, STP 2008(683)RGS, \$20,854,415.32
17. Texas Department of Transportation, RM 963, Burnet County, STP 2010(794) SB, \$3,691,226
18. City of Bryan, Park Hudson Streets & Drainage, \$644,622
19. City of Bryan, Old Oaks Drainage Improvements, \$356,048
20. Texas Department of Transportation, SH 21, Nacogdoches County, STP 2009 (821) HES, \$7,259,761
21. City of Waco, Operations Center Complex, \$589,649
22. Texas Department of Transportation, SH 6, Brazos County, NH 2011 (316), \$5,113,465
23. Texas Department of Transportation, US 79, Robertson County, NH 2011 (313), \$1,056,112

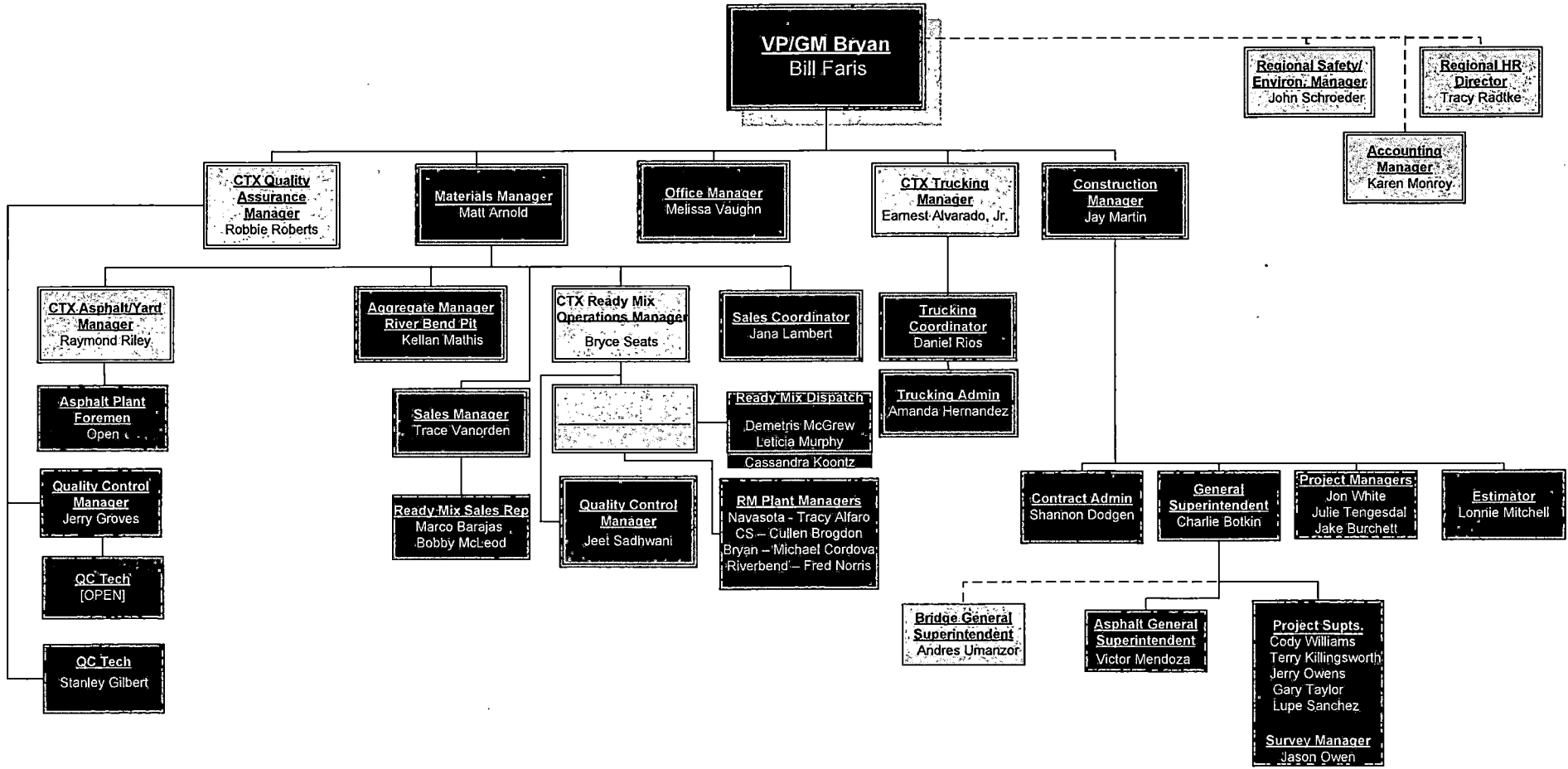


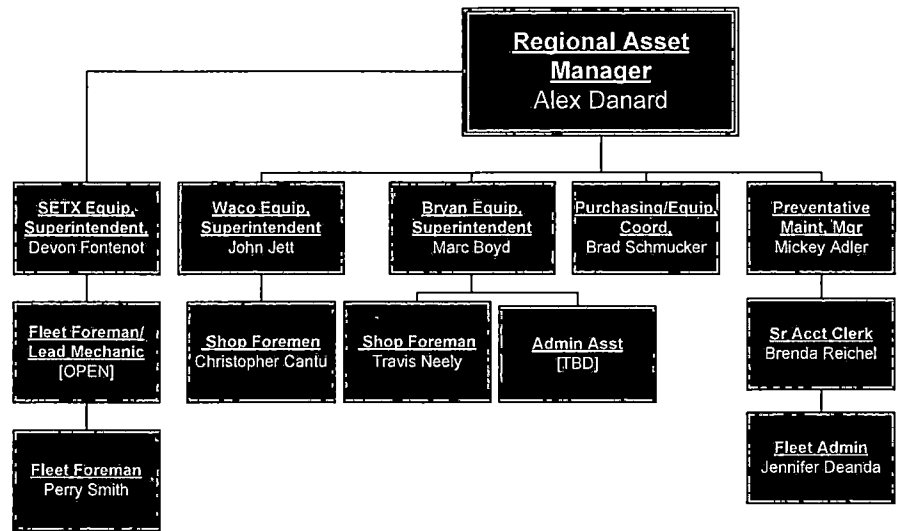
24. City of Bryan, Bryan & Beck Street Rehab., \$3,588,899
25. Texas Department of Transportation, SH 36; Austin County, HP 2010 (556) ES, \$31,436,567
26. City of Bryan, Highpoint Drive, \$1,075,461
27. Texas Department of Transportation, US 281, Lampasas County, STP 1102(379)
28. Texas Department of Transportation, FM 1848, Freestone County, RMC-622808001, \$2,000,500
29. Grimes County Road Department, CR 302 & 419, \$874,000
30. Texas Department of Transportation, SH 30, Brazos County, RMC 624065001, \$191,000
31. Texas Department of Transportation, FM 975, Burleson County, RMC 623954001, \$217,444
32. Texas Department of Transportation, SH 21, Brazos County, HP 2011(957), \$8,129,856
33. Texas Department of Transportation, SH 21, Lee County, STP 2011(951)HES, \$3,082,111
34. Texas Department of Transportation, FM 933, Hill County, STP 2011 (094)HES, \$4,037,030
35. Texas Department of Transportation, FM 1480, San Saba County, BR 2012(287), \$569,932
36. Texas Department of Transportation, CR 454, Comanche County, BR 2009(503)
37. Texas Department of Transportation, FM 1237, Bell County, STP 1102(412), \$2,094,931
38. Waco Industrial Foundation, Alliance Parkway, \$1,438,000
39. Texas Department of Transportation, FM 1704, Bastrop County, STP 1102(153)HES, \$6,543,759
40. Texas Department of Transportation, FM 60, Brazos County, MH 1102(429), \$3,705,340
41. Texas Department of Transportation, SH 6, Brazos County, STP 2012(330), \$1,074,251
42. Texas Department of Transportation, BS 6-R, Brazos County, NH 2012(558), \$1,592,000
43. Texas Department of Transportation, IH 35, Hill County, RMC 624023001, \$1,521,358
44. Texas Department of Transportation, CS 640, Hill County, BR 2009(143), \$603,456
45. Texas Department of Transportation, FM 141, Lee County, STP 2013(022)HES, \$2,211,098
46. Texas Department of Transportation, SH 47, Brazos County, STP 1102(590), \$9,775,626
47. Texas Department of Transportation, FM 1179, Brazos County, STP 2012(562), \$4,711,558
48. Texas Department of Transportation, US 77, Fayette County, STP 2013(699), \$3,046,231
49. Texas Department of Transportation, SH 30, Grimes County, STP 2013(890), \$475,761

50. Texas Department of Transportation, FM 696 and FM 448, Lee County, RMC 6245-13-001, \$1,029,888
51. Texas Department of Transportation, FM 148, Kaufman County, BR 2011(084), \$9,184,740
52. Texas Department of Transportation, FM 1641, Kaufman County, STP-2011 (470)ES, \$3,172,483
53. Texas Department of Transportation, FM 2818, Brazos County, STP 1102(237)SB, \$14,146,816
54. Texas Department of Transportation, FM 60, Brazos County, STP 2004(74), \$7,633,962
55. Texas Department of Transportation, SH 36, Austin County, C 187-2-64, \$10,802,786
56. Texas Department of Transportation, SH 105, Grimes County, STP 2013(058) SB, \$6,821,958
57. Texas Department of Transportation, US 183, Lampasas County, C 272-6-36, \$2,626,790
58. Texas Department of Transportation, FM 1365, Freestone County, RMC 6245-15-001, \$1,950,359s
59. Texas Department of Transportation, FM 55, Navarro County, STP 2012(753)HES, \$3,070,555
60. Texas Department of Transportation, FM 1451, Freestone County, BR 2012(674), \$502,899
61. Texas Department of Transportation, SH 6, McLennan County, BR 2012(686), \$3,659,039
62. Texas Department of Transportation, FM 929, Coryell County, BR 2013(551), \$1,085,672
63. Texas Department of Transportation, SH 22, Hill County, STP 2013(467), \$6,401,417
64. Texas Department of Transportation, FM 930, Coryell County, BR 2013(551), \$1,026,148
65. Texas Department of Transportation, CR, Falls County, BR 1102(566)ETC, \$704,077
66. Texas Department of Transportation, PW, Coryell County, C 909-39-123, \$1,385,145
67. Texas Department of Transportation, FM 949, Austin County, STP 2013(595)HES, \$3,120,993
68. Texas Department of Transportation, SH 36, Washington County, NH 2013(947), \$3,601,986
69. Texas Department of Transportation, US 190, Madison County, RMC - 625917001, \$1,149,046
70. Texas Department of Transportation, SH 105, Grimes County, RMC - 625849001, \$857,038
71. Texas Department of Transportation, US 290, Washington County, NH 20134(339), \$1,024,093
72. Texas Department of Transportation, SH 6, Brazos County, NH 2014(455), \$1,420,898
73. Texas Department of Transportation, US 290, Lee County, NH 2014(516), \$3,515,264
74. Texas Department of Transportation, SH 6, Brazos County, RMC - 626226001, \$331,864
75. City of Bryan, 2015 Sealcoat Maintenance, \$625,715

76. Texas Department of Transportation, SH 6, Brazos County, RMC - 0114-08-034, \$331,864
77. Texas Department of Transportation, US 290, Fayette County, 0114-08-034, \$3,140,617
78. Texas A&M Transportation Institute, Test Track Overlay, Brazos County, \$51,500
79. Texas Department of Transportation, CR 190, Fayette County, BR 2008(550), \$404,025
80. Texas Department of Transportation, SH 105, Washington County, RMC - 626226001, \$487,931
81. Texas Department of Transportation, FM 2155, Burleson County, RMC 627604001, \$599,324
82. Texas Department of Transportation, FM 486, Milam County, RMC 627338001, \$640,342
83. Texas Department of Transportation, SH 21, Lee County, NH 1502(036), \$440,309
84. Texas Department of Transportation, SH 159, Austin County, STP 2015(428), \$10,938,936
85. Texas Department of Transportation, SH 30, Grimes County, STP 1402(194), \$5,718,784
86. Texas Department of Transportation, FM 1179, Brazos County, STP 2015(635), \$2,436,656
87. Texas Department of Transportation, FM 60, Brazos County, NH 2015(705), \$1,565,192
88. Texas Department of Transportation, SH 21, Brazos County, NH 2015(530), \$2,625,544
89. Brazos County, Various FGSMAC HMA, Brazos County, \$723,758
90. Texas Department of Transportation, FM 1373, Robertson County, BR 1502(142), \$1,204,159
91. Texas Department of Transportation, CR, Austin County, BR 2012(166), \$ 442,957
92. Texas Department of Transportation, FM 60, Brazos County, NH 1502(140), \$ 1,327,052
93. Texas Department of Transportation, SH 6 Ramps, Brazos County, NH 1502(234), \$7,542,870
94. City of College Station, Various FGSMAC HMA, Brazos County, \$359,126
95. Texas Department of Transportation, SH 21, Madison County, NH 1502(525), \$3,009,580
96. Texas Department of Transportation, SH 21 Crossovers, Brazos County, NH 1502(524), \$1,604,740
97. Texas Department of Transportation, FM 60, Brazos County, NH 1502(527), \$989,616
98. Texas Department of Transportation, FM 448, Lee County, STP 1502(595), \$3,138,496
99. City of Bryan Maintenance, 2018 Sealcoat Maintenance (Bryan, TX), \$ 920,643.80
100. Texas A&M TTI, Ride Test Track Overlay, \$51,500
101. Texas A&M University - Vet School Project (College Station, TX), Sitework Subcontractor, \$ 3,275,999.00
102. Texas Department of Transportation Aviation Division, McGregor Municipal Airport, 0709MGREG, \$2,053,083

103. Texas Department of Transportation Aviation Division, McGregor Municipal Airport, \$828,143
104. Waco Regional Airport Runway Safety Improvements, City of Waco, \$1,738,543
105. Texas A&M University, Easterwood Runway 16/34 Pavement Rehabilitation, \$2,862,573
106. Texas A&M University, Easterwood Runway 10/28 Pavement Rehabilitation, \$2,210,288
107. Texas A&M University, Easterwood East Side Aviation Apron, \$663,186
108. Texas A&M University, Easterwood General Aviation Apron, \$775,893
109. Subcontractor to Don Jackson Construction, Brenham Municipal Airport, \$775,893
110. Brazos County Road and Bridge, Mesa Verde Drive (College Station, TX), \$ 1,096,445.20
111. Texas Department of Transportation, Madison US 190 RMC (Midway, TX), HMAC Overlay and Safety Improvements, RMC-632217001, \$1,063,526.99
112. Madison US 190 (Madisonville, TX), HMAC Overlay and Pedestrian Improvements, NH 2016(577), ETC., \$2,150,935.10
113. Walker US 190 (Huntsville, TX), HMAC Mill & Inlay, NH 1702(083), \$862,850.00
114. Brazos SH 30, ETC. (College Station, TX), HMAC Mill & Inlay with Pedestrian Improvements, STP 2017 (759), \$1,679,419.00
115. Brazos FM 60 DDI (College Station, TX), Intersection Improvement and Bridge Widening, NH 1602(416), \$ 13,863,443.80





## CONSIDERATION ITEM C

### Mesa Verde Drive Extension

BRAZOS COUNTY BID #2017-301

Project Manager: Jon White  
Superintendent: Clint Pittman

Original Contract Amount: \$1,196,445.20  
Final Contract Amount: \$1,179,280.13

Start Date: 11/27/2017  
Substantial Completion: 04/17/2018

This project completed ahead of schedule and under budget. The project was completed in 116 days as opposed to the 180 days allowed in the contract. Also, the county did not utilize the entire \$100,000 contingency established at bid time. The \$82,834.93 of contingency that was used was for extra work performed at the county's request.

KRC Scope: Demolition, Earthwork, Underground, Erosion Control, Traffic Control, Lime/Cement Subgrade Treatment, Flex/Cement Treated Base, Concrete Paving/Curbs, Cast-in-Place Concrete Riprap/SET's, Stone Riprap, Prime Coat, HMA/C

Subcontractor Scopes: Brock Construction—Tree Clearing and Grubbing  
Area Wide Protective—Permanent Signage  
D.I.J. Construction—Permanent Striping  
Brick Paving Plus—Landscape Pavers  
Cen Tex Hydroseed—Permanent Seeding

Project Description: Work consisting of the construction of a new ditch section roadway approximately .5 miles in length. The entire site was wooded and had to be cleared before the earthwork could be completed. Demolition of several structures was also performed. Earthwork consisted of ~4536 CY of topsoil, 6367 CY of excavation, and 6885 CY of embankment. Underground work ranged from 18" to 84" diameter RCP with SET's. An 8" subgrade treatment was performed before placement of the 10" base course, prime coat, and 4.5" of HMA/C. 175 LF of concrete pavement was constructed at the main entrance of Mesa Verde (included landscape pavers in the median). A turn lane was also created for traffic turning right onto the new roadway. Permanent signage and striping were applied to the new roadway and erosion control features such as stone riprap, silt fence, and cellulose fiber mulch seeding capped off the project.

CONSIDERATION ITEM. C

Project Owner: Brazos County Road and Bridge

Owner Representative: Gary Arnold  
200 S. Texas Avenue, Suite 352  
Bryan, TX 77803  
979-361-4290



## CONSIDERATION ITEM: C

### Goodson Bend Road Rehabilitation

BRAZOS COUNTY BID # RFP 18-141

Project Manager: Jake Burchett

Superintendent: Clint Pittman

Original Contract Amount: \$965,650.76

Final Contract Amount: \$1,084,100.44

Start Date: 8/21/2018

Substantial Completion: 11/29/2018

This project completed on time with the exception of some excessive weather events in the October/November months of 2018. Knife River Corp. was able to offer some value engineering for the proposed paving and subgrade to help due to the substantial amount of construction traffic since this road lead to one of our material yards. This reduced the engineers estimate from \$1,500,000.00 which saved the county \$534,349.24. Also, the county did not utilize the entire \$150,000.00 contingency established at bid time. The \$118,449.68 overrun was a result of extra work performed at the county's request.

KRC Scope: Demolition, Earthwork, Underground, Erosion Control, Traffic Control, Cement Subgrade Treatment, Flex/Cement Treated Base, Cast-in-Place Concrete Riprap/SET's, Prime Coat, HMAC

Subcontractor Scopes: Area Wide Protective -- Permanent Signage/Barricades  
Cen Tex Hydroseed -- Permanent Seeding

Project Description: Work consisting of the roadway widening, subgrade stabilization and grading of ditches with RCP driveway crossings along the Goodson Bend roadway approximately one mile in length. The entire roadway had to be milled and subgrade treated while keeping traffic open with a one-way pilot car operation. Demolition of several structures was also performed. Reworking existing roadway consisted of ~12,665 SY. Underground work ranged from 15" to 30" diameter RCP with Headwalls and SET's. An 8" subgrade treatment was performed before placement of the 8" base course, prime coat, and 4" of HMAC. HMA and concrete driveways were constructed throughout the project and cellulose fiber mulch seeding capped of the project.

Project Owner: Brazos County Road and Bridge

Owner Representative: Gary Arnold

## CONSIDERATION ITEM C

### Washington SH 36 – Wolf Creek Bridge

TXDOT CSJ 0186-05-040

Project Manager: Mike Lackey  
Superintendent: Lynn Fitzgerald

Original Contract Amount: \$1,448,042.29  
Final Contract Amount: \$1,432,875.42

Start Date: 09/05/2017  
Substantial Completion: 01/24/2018

This project completed on schedule and under budget, with only 70 bid days to complete the work. The project was completed in 71 days, including change order time added to the contract and credit days for holidays and weather. This included extra work done by KRC and another contractor to repair additional damage caused by flooding after the project was started.

KRC Scope: Earthwork, Low Water Crossing, Erosion Control, Traffic Control, Shoring, Bridge Demolition, Construction of New Bridge, Cast-in-Place Concrete Riprap, Stone Riprap, Cast-in-Place Bridge Rails, Guardrail, HMAc, Seal Coat, Striping, and Signage.

Subcontractor Scopes: Hunter Demolition – Bridge Demo  
M & D Foundation Drilling – Drilled Shafts  
Willow City Sign & Rail – Permanent Signage & Guardrail  
Stripe Lines Inc. – Permanent Striping  
Area Wide Protective – Traffic Control & Barricades  
Cen Tex Hydroseed – Erosion

Project Description: Work consisting of demolition of an existing bridge damaged by flooding in May 2016. We constructed a low water crossing with 4x8 rock and 48" metal corrugated pipe to provide access to the work and maintain sand flow of Wolf Creek. KRC along with TxDOT, placed pug sand beneath the existing abutments to shore up adjacent bridge due to damage by additional flooding caused by Hurricane Harvey, that occurred after the project was started. Bridge construction consisted of 36" drilled concrete shafts, concrete columns, bent caps, abutments, precast concrete beams, concrete slab, concrete bridge rails, and HMAc paving.

CONSIDERATION ITEM. C

Project Owner: TxDOT

Owner Representative: Mark Shafer  
1821 SH 105  
Brenham, TX 77833  
979-836-9359

## CONSIDERATION ITEM C

### Brazos County SH 30 (Harvey Road, College Station, TX)

TxDOT CSJ: 2446-01-026, ETC

STP 2017 (759)

Project Manager: Jon White  
Superintendent: Raymond Vasquez (Asphalt) and James Marshall (Concrete)

Original Contract Amount: \$1,679,419.00

Final Contract Amount: \$1,593,687.17

Start Date: 04/19/2017

Substantial Completion: 08/30/2017

This project completed ahead of schedule and under budget. The project was completed in 44 days as opposed to the 50 days allowed in the contract. Several items underran the original contract, and we were able to save TxDOT money by proposing a new work sequence.

KRC Scope: Demolition, Earthwork, Traffic Control, Trench Protection, Cast-in-Place Concrete Sidewalk, Driveways, Curbs, Riprap, and Wingwall, Trackless Tack, Milling, and HMAc

Subcontractor Scopes: Flasher – Barricades and Striping  
Batten Drilling – Holes for Trench Protection  
Cen Tex Hydroseed – Permanent Seeding, Erosion Control.

Project Description: Milled and inlaid 1.84 miles of roadway with SMA-D HMAc on a trackless tack coat. Also performed full-depth HMAc repairs. Included a culvert extension and some driveways and sidewalk work/ADA improvements. We were able to adapt the phasing to mill the entire roadway instead of in halves. This allowed us to give TxDOT a savings on the project. It also removed the tapers the plans had shown to be temporarily installed on the new HMAc mat. Removal of the tapers was more than likely to damage the HMAc so this change not only saved money but increased the quality of the final project.

Project Owner: TxDOT – Bryan Area Office

Owner Representative: Connie Flickinger  
2102 Tabor Rd.  
Bryan, TX 77803  
979-778-6233

## CONSIDERATION ITEM C

### Robertson County FM 1373

CSJ- 0540-06-015

Project Manager: Jake Burchett  
Superintendent: Lynn Fitzgerald

Original Contract Amount: \$1,204,459.20

Final Contract Amount: \$1,155,131.31

Start Date: 8/17/2015

Substantial Completion: 6/15/2016

This project completed on time with the exception of some excessive weather events in the December months of 2015 through January 2016. The project was completed in 153 days as opposed to the 155 days allowed in the contract. Several items underran the original contract, resulting in savings for TxDOT of \$49,327.89.

KRC Scope: Demolition, Earthwork, Bridge Replacement, Erosion Control, Traffic Control, Cement Subgrade Treatment, Flex/Cement Treated Base, Cast-in-Place Concrete and Stone Riprap, Prime Coat, HMA

Subcontractor Scopes: Acme Fence and Iron Company – Barbwire Fencing  
Cen Tex Hydroseed – Permanent Seeding  
Flasher Equipment Co.- Striping  
Hemphill Pile Driving Co.- Precast Pile Driving  
Just Grooving- Bridge Deck and Approach Slab Grooving  
M&D Drilling- Drilled Shafts  
Mesa Rod Busters- Steel Tying  
N-Line Traffic Maintenance- Barricades  
Willow City Sign and Rail- Signs and Metal Beam Guard Fence

Project Description: Work consisting of the replacement of the Hardin Slough and Alligator Slough bridges and approaches, subgrade stabilization and grading of ditches along the FM 1373 roadway approximately 0.102 miles in length. The existing roadway had to be closed at each bridge and traffic detoured as they were built one at a time. Demolition of these structures were also performed. Reworking existing roadway consisted of ~2,600 SY. Two separate three span bridges were constructed. An 8" subgrade treatment was performed before placement of the two-course surface treatment and cellulose fiber mulch seeding capped off the project.

## CONSIDERATION ITEM C

Project Owner: TxDOT

Owner Representative: Connie Flickinger  
25910 N Earl Rudder Fwy, Bryan, TX 77803  
Bryan, TX 77803  
979-361-4290

## Equipment Availability

Knife River Corporation – South uses an in-house preventative maintenance program for maintaining our equipment in satisfactory operating condition. It consists of regular and routine action taken on equipment to avoid or mitigate the consequences of equipment failure.

We have a well-equipped maintenance facility and mobile service units with trained and competent technicians.

In the event that equipment failure does occur, we have many options to acquire rentals along with an in-house fleet of equipment haul-trucks in order to replace equipment during long-term repairs. We also have several vendors that we do business with who will haul equipment for us as well.

# Knife River Corporation – South

Attached is a listing of our company owned and leased equipment. We understand that time of completion is critical for this project and we will have multiple pieces of equipment dedicated to this project. If necessary we have multiple sources of rental equipment that can be mobilized for immediate use in order to complete the project in the time specified.



UNIT	DESCRIPTION	YEAR
39.003320	2015 FORD F150 SUPERCREW	2015
39.003325	2015 FORD F150 SUPERCREW	2015
39.003326	2015 FORD F150 SUPERCREW	2015
39.003329	2015 FORD F150 SUPERCREW	2015
39.003330	2015 FORD F150 SUPERCREW	2015
39.003334	2016 FORD F150	2016
39.003345	2016 FORD F150	2016
39.003352	2017 FORD F150	2017
39.003353	2017 FORD F150	2017
39.003358	2017 FORD F150	2017
39.003360	2017 FORD F150	2017
39.003361	2017 FORD F150	2017
39.003364	2017 FORD F150	2017
39.003370	2018 FORD F150 SUPER CREW	2018
39.003373	2019 FORD F150 SUPER CREW 4x4	2019
39.003375	2019 FORD F150 SUPER CREW	2019
39.003376	2019 FORD F150 SUPER CREW	2019
39.003378	2019 FORD F150 SUPER CREW	2019
39.003379	2019 FORD F150 SUPER CREW	2019
39.003382	PICKUP FORD F150	2022
39.003383	PICKUP FORD F150	2022
39.003384	PICKUP FORD F150 4X4	2022
39.003424	PICKUP FORD F150	2020
39.003425	PICKUP FORD F150	2020
39.003426	PICKUP FORD F150	2020
39.004315	FORD F250 XL 4X2 CREW CAB	2014
39.004316	FORD F250 XL 4X2 CREW CAB	2014
39.004321	2015 FORD F250 SUPER CAB	2015
39.004323	2015 FORD F250 CREW CAB	2015
39.004324	2015 FORD F250 CREW CAB	2015
39.004325	2015 FORD F250 CREW CAB	2015
39.004328	2015 FORD F250 SUPER CAB	2015
39.004331	2016 FORD F250 CREW CAB	2016
39.004334D	2016 FORD F250 CREW CAB	2016
39.004335	2016 FORD F250 CREW CAB	2016
39.004336	2016 FORD F250 CREW CAB	2016
39.004337	2016 FORD F250	2016
39.004338D	2016 FORD F250	2016
39.004346	2016 FORD F250	2016
39.004347	2016 FORD F250	2016
39.004348	2016 FORD F250	2016
39.004349	2016 FORD F250	2016
39.004351	2016 FORD F250	2016
39.004352	2017 FORD F250	2017
39.004353	2017 FORD F250	2017
39.004354	2017 FORD F250	2017

39.004355	2018 FORD F250 SD SUPER CAB	2018
39.004356	2018 FORD F250 SD SUPER CAB	2018
39.004358	2018 FORD F250 SD SUPER CAB	2018
39.004359	2018 FORD F250 SD SUPER CAB	2018
39.004360	2018 FORD F250 SUPER CAB	2018
39.004361	2019 FORD F250 CREW CAB	2019
39.004362	2019 FORD F250 CREW CAB	2019
39.004363	2019 FORD F250 CREW CAB	2019
39.004364	2019 FORD F250 CREW CAB	2019
39.004365	2019 FORD F250 CREW CAB	2019
39.004366	2019 FORD F250 CREW CAB	2019
39.004367	2019 FORD F250 CREW CAB	2019
39.004369	2023 CHEVY SILV 2500HD 4X2 CRW	2023
39.004370	2023 CHEVY SILV 2500HD 4X2 CRW	2023
39.005001	2019 F350 CREW CAB	2019
39.005003	2020 FORD F350 CREW CAB	2020
39.005004	2020 FORD F350 CREW CAB	2020
39.005005	2022 FORD F350 CREW CAB	2022
39.005006	2022 FORD F350 CREW CAB	2022
39.005007	2022 FORD F350 CREW CAB	2022
39.005008	2022 FORD F350 CREW CAB	2022
39.005009	2023 CHEVY SILV 3500HD 4X2 CRW	2023
39.005010	2023 CHEVY SILV 3500HD 4X2 CRW	2023
39.009001	CRASH TRUCK	2001
39.009005	ATTENUATOR TRUCK	2009
39.009007	ATTENUATOR TRUCK	2013
39.009008	ATTENUATOR TRUCK	2009
39.009009	ATTENUATOR TRUCK	2009
39.009010	ATTENUATOR TRUCK	2011
39.009011	ATTENUATOR TRUCK	2012
39.009012	ATTENUATOR CRASH TRUCK	2011
39.009013	ATTENUATOR CRASH TRUCK	2011
39.009014	ATTENUATOR CRASH TRUCK	2011
39.009015	ATTENUATOR CRASH TRUCK	2012
39.009016	ATTENUATOR CRASH TRUCK	2011
39.009017	ATTENUATOR CRASH TRUCK	2011
39.009018	ATTENUATOR CRASH TRUCK	2012
39.010029	F550 4X2 CREW CHAS CAB	2013
39.010030	2016 FORD F350 W/ K NAPHEIDE	2016
39.010031	2016 FORD F350 W/ K NAPHEIDE	2016
39.010032	2018 FORD F350 W/ K NAPHEIDE	2018
39.010033	2018 FORD F350 W/ K NAPHEIDE	2018
39.010034	2018 FORD F350 W/ K NAPHEIDE	2018
39.030003	TRUCK WATER 4000 GAL	1993
39.030005	TRUCK WATER 4000 GAL	2000
39.030006	TRUCK WATER 4000 GAL	2000
39.030008	TRUCK WATER 4000 GAL	1993

39.030011	TRUCK WATER 4000 GAL	1993
39.030015	TRUCK WATER 4000 GAL	2005
39.030016	TRUCK WATER 4000 GAL	2004
39.030017	TRUCK WATER 4000 GAL	2005
39.030018	WATER TRUCK 4000 GAL	2007
39.030019	WATER TRUCK 4000 GAL	2007
39.030021	TRUCK WATER 4000 GAL	2005
39.030022	TRUCK WATER 4000 GAL	2007
39.031011	TRUCK DISTRIBUTOR F750	2004
39.031012	TRUCK DISTRIBUTOR BEARCAT	2008
39.031013	TRUCK DISTRIBUTOR T440	2015
39.031014	TRUCK DISTRIBUTOR 348	2017
39.031015	TRUCK DISTRIBUTOR 337	2020
39.891573R	5 YD DUMP TRUCK	2018
39.891714R	5 YD DUMP TRUCK	2019
39.891745	5 YD DUMP TRUCK	2013
39.891835R	5 YD DUMP TRUCK	2019
39.891879	5 YD DUMP TRUCK	2019
39.891839R	745 ARTICULATED TRUCK	2022
39.891840R	745 ARTICULATED TRUCK	2019
39.090004	TRAILER 20' GOOSENECK	1981
39.090009	TRAILER 40' GOOSENECK	1996
39.090023	TRAILER 16' CONE	1993
39.090031	TRAILER CORE RIG	1993
39.090040	TRAILER 16' FLATBED	1993
39.090053	TRAILER 24' SCREED	2000
39.090057	TRAILER 16' LUBE	2004
39.090063	TRAILER 22' UTILITY	2004
39.090067	TRAILER 16' CONE	2004
39.090069	TRAILER 16' UTILITY	2005
39.090078	TRAILER CORE DRILL	2007
39.090079	TRAILER 16' UTILITY	2007
39.090080	TRAILER 20' FLATBED	2007
39.090081	TRAILER 18' UTILITY	2006
39.090082	TRAILER 18' UTILITY	2006
39.090083	TRAILER 14' ENCLOSED	2007
39.090085	TRAILER CORE RIG	2008
39.090087	TRAILER 14' ENCLOSED	2008
39.090089	TRAILER 14' ENCLOSED	2008
39.090091	UTILITY TRAILER 20'	2010
39.090092	16' ENCLOSED TRAILER	2010
39.090095	TRAILER UTILITY 7X14 ECONOHAUL	2013
39.090096	TRAILER UTILITY 7X14 ECONOHAUL	2013
39.090097	TRAILER UTILITY 7X12 ELEMENT	2013
39.090100	VACUUM TRAILER POTHOLE	2015
39.090101	7X6 TANDEM BULL NOSE CARGO	2015
39.090103	TRAILER UTILITY	2016

39.090104	TRAILER UTILITY	2016
39.090105	TRAILER UTILITY 5X8	2016
39.090106	TRAILER 7X16 CARGO	2016
39.090107	TRAILER UTILITY	2016
39.090109	TRAILER UTILITY	2016
39.090110	TRAILER UTILITY DUMP 14'	2016
39.090111	TRAILER WATER TANK 500GAL	2017
39.090112	TRAILER UTILITY	2017
39.090113	TRAILER UTILITY DUMP 14'	2018
39.090114	TRAILER UTILITY DUMP 14'	2018
39.090115	TRAILER UTILITY 17'	2018
39.090116	TRAILER UTILITY DUMP 14'	2018
39.090117	TRAILER UTILITY 20'	2018
39.090118	TRAILER UTILITY 17'	2019
39.090119	TRAILER UTILITY 17'	2019
39.090120	TRAILER UTILITY 17'	2019
39.090121	TRAILER UTILITY 17'	2019
39.090124	TRAILER WATER TANK 500 GALLON	2020
39.090125	TRAILER UTILITY 20'	2021
39.090126	TRAILER UTILITY 20'	2021
39.090127	TRAILER UTILITY 20'	2021
39.090128	TRAILER UTILITY 20'	2021
39.090129	TRAILER UTILITY 20'	2021
39.090130	TRAILER UTILITY 20'	2021
39.090131	TRAILER UTILITY 10'	2021
39.090133	TRAILER UTILITY 16'	2022
39.090402	TRAILER UTILITY	2000
39.090712	FLATBED GOOSENECK TRLR 30'	2023
39.091001	TRAILER 45' FLATBED	1974
39.091017	TRAILER 19' FLATBED	1977
39.091020	TRAILER FLOAT	1973
39.119001	COLD PLANER 24" WORK TOOL	2020
39.122004A	299 CAT SKID STEER ATTACHMENT	2019
39.122005	229D2 HF SKID STEER	2019
39.122005A	299D2 HF SKID STEER-ATTCHMENT	2019
39.122006	229D2 HF SKID STEER	2019
39.122006A	299D2 HF SKID STEER-ATTCHMENT	2019
39.122007	299D2 HF SKID STEER	2019
39.122008	299D3 CAT SKID STEER	2021
39.891497	259 SKID STEER	2019
39.891827	289D SKID STEER	2022
39.891830R	299D SKID STEER	2018
39.891845R	325G SKID STEER	2021
39.891862R	299D SKID STEER	2018
39.891865R	249D SKID STEER	2019
39.891890R	325G SKID STEER	2022
39.891896R	299D SKID STEER	2018

39.891904R	299D SKID STEER	2020
39.891905	259D SKID STEER	2020
39.891915	259D SKID STEER & SHREDDER	2022
39.891928	T740 SKID STEER	2019
39.891932R	299D SKID STEER	2022
39.891934	T770 SKID STEER	2022
39.891937	259D SKID STEER	2021
39.891939	SVL97 SKID STEER	2023
39.124004	LOADER BACKHOE CAT 415IL	2022
39.125035	LOADER BACKHOE CAT 420D	2005
39.125036	LOADER BACKHOE 420E IT	2010
39.125037	LOADER BACKHOE 420E IT	2010
39.125038	LOADER BACKHOE 420F IT	2015
39.125039	LOADER BACKHOE 420F IT	2015
39.891843R	310 BACKHOE	2022
39.891895R	416 BACKHOE	2019
39.891930R	580 BACKHOE	2022
39.131007	LOADER WHEEL CAT 914G	2005
39.132010	LOADER WHEEL CAT 928GZ	2007
39.132012	LOADER WHEEL CAT 938H	2011
39.132013	LOADER WHEEL CAT 938G	1997
39.132014	LOADER WHEEL CAT 938G	2000
39.132015	LOADER WHEEL CAT 938G	2005
39.132017	LOADER WHEEL CAT 918M	2017
39.133016	LOADER WHEEL CAT 950G	2001
39.133025	LOADER WHEEL CAT 950G	2005
39.891837R	950M LOADER	2022
39.891891R	L70H LOADER	2020
39.149023	MOTORGRADER CAT 140M BR	2010
39.149024	MOTORGRADER CAT 140M BR	2010
39.149025	MOTORGRADER CAT 140M	2011
39.149026	MOTORGRADER CAT 140M	2011
39.149027	MOTORGRADER CAT 140M	2016
39.149028	MOTORGRADER CAT 140M	2017
39.149029	2022 MOTORGRADER CAT 150	2022
39.149030	2023 MOTORGRADER CAT 150	2023
39.150003	MOTORGRADER CAT 160H	2007
39.150005	MOTORGRADER CAT 160M	2007
39.166007	SCRAPER CAT 613C ELEVATING	2006
39.166008	SCRAPER CAT 613C ELEVATING	2006
39.174019	DOZER D5K	2013
39.174020	D5K2 LGP DOZER	2017
39.891826R	D2 DOZER	2022
39.891833R	450 DOZER	2022
39.891834	D1 DOZER	2022
39.891853R	450K DOZER	2021
39.891892R	450K DOZER	2019

39.891938	650K DOZER	2023
39.891860R	D6N DOZER	2018
39.191006	308E EXCAVATOR	2019
39.191007	308E EXCAVATOR	2019
39.891746R	EC35D MINI EXCAVATOR	2019
39.891803R	VI080 EXCAVATOR	2018
39.891855R	VI055 MINI EXCAVATOR	2019
39.891859R	306CR MINI EXCAVATOR	2023
39.891870R	315 EXCAVATOR	2019
39.891873R	VI080 EXCAVATOR W/BREAKER	2019
39.891882R	308 EXCAVATOR	2019
39.891889R	VI055 MINI EXCAVATOR	2019
39.891893R	315 EXCAVATOR	2019
39.891894R	SV100 EXCAVATOR	2022
39.891901R	303.5 MINI EXCAVATOR	2023
39.891924R	ES0 MINI EXCAVATOR	2023
39.891929	303.5 MINI EXCAVATOR	2023
39.891940	VI055 MINI EXCAVATOR	2019
39.891925R	EC200 EXCAVATOR	2023
39.193016	EXCAVATOR CAT 325	2016
39.891854R	SK140 EXCAVATOR & BREAKER	2022
39.891866R	320 EXCAVATOR	2017
39.891876R	CX210D EXCAVATOR	2020
39.891877R	EXCAVATOR	2022
39.891898R	320 EXCAVATOR	2019
39.891912	325 EXCAVATOR	2019
39.891916R	325 EXCAVATOR	2019
39.891933	325 EXCAVATOR	2022
39.194013D	EXCAVATOR CAT 330CL	2004
39.194016	EXCAVATOR JD330C	2003
39.194019	EXCAVATOR CAT 330FL	2015
39.194020	EXCAVATOR CAT 335	2022
39.891811R	350X4 EXCAVATOR	2019
39.891926R	330 EXCAVATOR W/HAMMER	2017
39.891920R	352 EXCAVATOR	2023
39.891921R	352 EXCAVATOR - 1	2023
39.194020A	CAT TAKE OFF 36" EXCVTR BUCK	2022
39.302003	WACKER TRENCH ROLLER	2020
39.306023	ROLLER PNEUMATIC PS150C	2010
39.307031	ROLLER PNEUMATIC PS360C	2006
39.307032	ROLLER PNEUMATIC PS360C	2006
39.307033	ROLLER PNEUMATIC PS360C	2006
39.307034	ROLLER PNEUMATIC PS360C	2006
39.307035	ROLLER PNEUMATIC PS360C	2012
39.307036	ROLLER PNEUMATIC CW34	2013
39.307037	ROLLER PNEUMATIC CW34	2015
39.307038	ROLLER PNEUMATIC CW34	2018

39.891851R	BW27 PNEUMATIC ROLLER	2021
39.312001	HD12VV ROLLER	2021
39.312002	HD12VV ROLLER	2021
39.891828R	CB24B 48" DD ROLLER	2018
39.891863R	CB24B 48" DD ROLLER	2018
39.891885	BW120 48" DD ROLLER	2022
39.891917R	DD25B 48" DD ROLLER	2022
39.313021	COMPACTOR CB64	2010
39.313025	COMPACTOR CB64	2015
39.313026	COMPACTOR CB64	2015
39.313027	COMPACTOR CB64	2016
39.313028	CB15 84" DD ROLLER	2019
39.313029	CB15 84" DD ROLLER	2019
39.891918R	CB15 DD ROLLER	2019
39.891919R	HD120IVV DD ROLLER	2022
39.317023	PADFOOT COMPACTOR CP56	2011
39.317024	PADFOOT COMPACTOR CP56	2011
39.317025	SD VIBRATORY COMPACTOR CS56	2012
39.317026	PADFOOT COMPACTOR CP56	2015
39.317027	SD VIBRATORY COMPACTOR CS56B	2015
39.891488R	CS54B SMOOTH DRUM ROLLER	2018
39.891805R	H11I SD ROLLER	2017
39.891831R	CS56 SD ROLLER	2019
39.891832R	SD115B PADFOOT ROLLER	2018
39.891836R	H10IP PADFOOT ROLLER	2019
39.891841R	CS44 SD ROLLER	2019
39.891842R	H10IP PADFOOT ROLLER	2022
39.891844R	BW211PD PADFOOT ROLLER	2021
39.891846R	H10I SD ROLLER	2021
39.891847R	BW211D SD ROLLER	2022
39.891857R	CS54B SD ROLLER	2019
39.891861R	CS56B SD ROLLER	2017
39.891880R	CS54B SD ROLLER	2019
39.891886R	PADFOOT ROLLER	2022
39.891888R	CS56 SD ROLLER	2016
39.891906R	SSR120 SD ROLLER	2019
39.891907R	H10IP PADFOOT ROLLER	2019
39.321004	COMPACTOR CAT 815	2004
39.321005	COMPACTOR CAT 815	2004
39.342002	CRANE 28-TON CN128	1991
39.342004	CRANE 75-TON RT175	2000
39.891848R	660SJ MANLIFT	2022
39.891852	660SC TRACK MANLIFT	2017
39.891864R	660SJ MANLIFT	2018
39.891910R	S60X MANLIFT	2018
39.891883R	3013 TELEHANDLER	2022
39.390021	COMPRESSOR 185CFM JD	2000

39.390035	PORTABLE AIR COMPRESSOR CFM	2021
39.410010	ARROW BOARD	1999
39.410021	ARROW BOARD	2018
39.410022	ARROW BOARD	2018
39.410023	ARROW BOARD	2018
39.410024	ARROW BOARD	2018
39.411025	MESSAGE BOARD	2008
39.411026	MESSAGE BOARD	2008
39.411027	MESSAGE BOARD	2008
39.411030	MESSAGE BOARD	2015
39.411031	MESSAGE BOARD	2016
39.411033	MESSAGE BOARD	2016
39.411034	MESSAGE BOARD	2014
39.411035	MESSAGE BOARD	2014
39.411037	MESSAGE BOARD	2014
39.411038	MESSAGE BOARD	2018
39.411039	MESSAGE BOARD	2018
39.411040	SQ3 PORTABLE TRAFFIC SIGNAL	2017
39.411041	SQ3 PORTABLE TRAFFIC SIGNAL	2017
39.411042	MESSAGE BOARD	2018
39.411043	MESSAGE BOARD	2018
39.411044	SQ3 PORTABLE TRAFFIC SIGNAL	2019
39.411045	SQ3 PORTABLE TRAFFIC SIGNAL	2019
39.411046	MESSAGE BOARD	2020
39.411047	MESSAGE BOARD	2020
39.411048	MESSAGE BOARD	2020
39.411049	MESSAGE BOARD	2020
39.411050	MESSAGE BOARD	2020
39.411051	MESSAGE BOARD	2020
39.411052	MESSAGE BOARD	2020
39.411053	MESSAGE BOARD	2020
39.411054	MESSAGE BOARD	2020
39.411055	MESSAGE BOARD	2020
39.411056	MESSAGE BOARD	2020
39.411057	MESSAGE BOARD	2020
39.411058	SQ3 PORTABLE TRAFFIC SIGNAL	2021
39.411059	SQ3 PORTABLE TRAFFIC SIGNAL	2021
39.411060	SQ3 PORTABLE TRAFFIC SIGNAL	2021
39.411061	SQ3 PORTABLE TRAFFIC SIGNAL	2021
39.411062	BOARD SPEED RADAR	2018
39.411063	BOARD SPEED RADAR	2018
39.411064	SQ3 PORTABLE TRAFFIC SIGNAL	2022
39.411065	SQ3 PORTABLE TRAFFIC SIGNAL	2022
39.412026	RJT350 BROOM	2019
39.412027	KR350/AC BROOM	2013
39.412028	BROOM	2010
39.412029	BROOM RC350	2019



39.412030	BROOM	2018
39.412031	BROOM	2018
39.412032	BROOM	2019
39.891766R	RCT350 BROOM	2018
39.891815R	MK-1 BROOM WITH CONVEYOR	2019
39.891872	450 BROOM	2022
39.891900R	BROOM	2018
39.891935	MK-1 BROOM W/CONVEYOR	2019
39.417004	CHIP SPREADER	2013
39.440016	PUMP CENTRIF 6INCH	2005
39.440025	PUMP 6INCH PT6LT	2004
39.440045	PUMP 6" WACKER NEUSON PT6LT	2010
39.891868R	6" PUMP	2022
39.891869R	6" PUMP	2022
39.462006	HYDRAULIC HAMMER	2022
39.492014	MLT6SM LIGHT PLANT	2020
39.891647	PRESSURE WASHER	2019
39.578010	PAVER AP1000D	2010
39.578011	AP1000E WHEEL ASPHALT PAVER	2012
39.578013	AP1055F WHEEL ASPHALT PAVER	2015
39.578014	AP1055F WHEEL ASPHALT PAVER	2019
39.583003	ASPHALT PICKUP MACHINE	2008
39.584007	SHUTTLE BUGGY SB2500D	2006
39.584008	WEILER SHUTTLE BUGGY	2014
39.584009	SHUTTLE BUGGY WEILER E2850	2016
39.585001	ROAD WIDENER SPD8	2006
39.590004	PM620 COLD PLANER	2016
39.891849R	PM620 MILLING MACHINE	2020
39.891871R	W210 MILLING MACHINE	2020
39.891922R	PM620 MILLING MACHINE	2020
39.891936	PM620 MILLING MACHINE	2020
39.891838R	WR200I RECLAIMER	2022
39.595009	RECLAIMER RM500	2017
39.595010	RECLAIMER RM500B	2018
39.891850R	RM500B RECLAIMER	2021
39.642002	CURB AND GUTTER MACHINE 5000	1985
39.645001	GOMACO GT3600 PAVER	2000
39.655003	BIDWELL WORK BRIDGE	2008
39.655004	BIDWELL WORK BRIDGE	2015
39.661003	BIDWELL BRIDGE SCREED 4800	2008
39.661004	BRIDGE SCREED 2450	2002
39.662015	HUSQVARNA SAW	2010
39.662016	SAW CONCRETE	2018
39.707025	WELDER PORTABLE	2021
39.752003	GPS MACHINE ROVER	2020
39.752004	GPS MACHINE ROVER	2020
39.752005	GPS MACHINE ROVER	2020

39.753001	GPS GRADER SYSTEM 2020	2020
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## CONTRACTOR'S SAFETY RECORD

I. List your organization's Workers Compensation Experience Modification Rate (EMR) for the last five years, as obtained from your insurance agent.

2018	.55	
2019	.56	
2020	.57	
2021	.61	
2022	.62	

II. Complete the matrix below for the last five years, as obtained from OSHA No. 200 Log:

	2022	2021	2020	2019	2018
Number of injuries & illnesses	10	6	9	9	10
Number of lost time accidents	2	6	5	3	1
Number of recordable cases	12	12	14	12	11
Number of fatalities	0	0	0	0	0
Number of employee direct hire fixed hours (round to 1,000's)	1,044,000	1,073,000	1,143,000	1,208,000	1,119,000

III. Please answer the following questions regarding your safety program

a. Are regular project safety meetings held for Field Supervisor(s)?

yes

no

If yes, frequency:

weekly

bi-monthly

monthly

as needed

b. Are project safety inspections conducted?

yes

no

If yes, who performs inspections? Supervisors, Managers, Safety personnel

How often? Supervisors - weekly/ Managers - Monthly/ Safety - Monthly

Who is required to attend? Supervisors and Front-line employees

c. Does your organization have a written safety program?

yes

no

**CONTRACTOR'S SAFETY RECORD (continued)**

d. Does your organization have a safety orientation program for new employees?

yes

no

For employees promoted to Field Supervisor?

yes

no

If yes, does your Supervisor Safety Program include instructions on the following:

Safety work practices       yes       no

Tool box safety meetings     yes       no

First aid procedures         yes       no

Accident investigation       yes       no

Fire protection               yes       no

New worker's orientation     yes       no



**BRAZOS COUNTY  
BRYAN, TEXAS**

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DEPARTMENT: Purchasing NUMBER:  
DATE OF COURT MEETING: 1/28/2025  
ITEM: Approval of Assignment for Vendor Name Change for Contract #25-074R Employee Assistance Program Services from Deer Oaks EAP Services, LLC to Deer Oaks EAP Services, LLC dba AllOne Health.  
TO: Commissioners Court  
FROM: Presley Nelson  
DATE: 01/22/2025  
FISCAL IMPACT: False  
BUDGETED: False  
DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

<b><u>File Name</u></b>	<b><u>Description</u></b>	<b><u>Type</u></b>
<a href="#">Partly Executed Name Change.pdf</a>	Assignment of Name Change	Backup Material
<a href="#">2017-10-03_Contract_Renewal.pdf</a>	Original Contract	Backup Material

**ASSIGNMENT OF 25-074R Employee Assistance Program**

The parties to this AGREE TO THE AMENDMENT to Contract 25-074R ("**Amendment**") are Brazos County, a political subdivision of the State of Texas and Fort Bend Services, Inc, now known as Global Water Technology, Inc. ("**Vendor**").

**WHEREAS**, Deer Oaks EAP Services, LLC is now Deer Oaks EAP Services, LLC dba AllOne Health.

**WHEREAS**, Vendor shall continue being responsible for the discharge or performance of any duties or obligations to be performed or discharged under the Contract by the Vendor during the term of the Contract; and

**NOW, THEREFORE**, for the good and valuable consideration stated herein, Purchaser and Vendor agree as follows:

1. Vendor hereby accepts and agrees to perform all the duties and obligations to be performed under the Contract to the same extent as it previously entered prior to its name change.
2. For the Purposes of this amendment the only change to the original contract is the name of the Vendor. Vendor agrees and confirms that no other changes have been made. Vendor represents that it is the same entity that entered the original contract and agrees to be legally held responsible for all terms contained in the original contract just as it would be if it had entered the original contract under the name of "Deer Oaks EAP Services,LLC dba AllOne Health."

EXECUTED this 28 day of Jan, 2025. ("**Effective Date**")

**BRAZOS COUNTY**, a political subdivision of the State of Texas:

By:

  
Duane Peters, County Judge

**VENDOR:**

Deer Oaks EAP Services, LLC dba AllOne Health

By:

Alicia Barrera

Name:

Alicia Barrera

Title:

Executive Director

**Brazos County**

This Employee Assistance Program Services Agreement (the "Agreement") is made and entered into effective **January 1, 2018** by and between Brazos County, and Deer Oaks EAP Services, a Limited Liability Company, hereinafter referred to as "Company".

WHEREAS, the Employer Group desires to retain a contractor to provide an Employee Assistance Program ("EAP");

WHEREAS, Brazos County solicited requests for proposals for said EAP; and

WHEREAS, Company submitted a proposal which Brazos County has selected.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS SET OUT HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

1. **Scope of Work and Services.** The services rendered by Company shall be in conformance with the terms of this Agreement,

a. **Intake (Telephonic Triage):** This service will be immediately available during regular business hours and in emergency situations via the 24-hour, 7 days a week emergency on-call system. Basic demographic information will be gathered. Client needs will be assessed. Those in crisis will be connected to a counselor.

b. **Initial Diagnostic Assessment:** Following the intake, a Face-to-Face or Telephonic consultation appointment is offered. During the assessment the counselor will gather information regarding the presenting problem in order to create a diagnosis and develop a treatment plan for short-term counseling. This session counts as one of the EAP visits included in the plan. Telephonic Assessments in lieu of face-to-face assessments will only be conducted at the request of the participant.

c. **Short-Term Therapeutic Counseling:** Company will offer up to six (6) visits for short-term EAP counseling benefit per participant, per issue, per calendar year (including the initial appointment). The Company will be fully responsible for the clinical care provided to participants. The specific number of sessions and treatment plans will be determined by the Company's counselor and will be based on clinical presentation, need, and suitability for a short-term counseling model of treatment. Telephonic counseling can be made available in

lieu of face-to-face counseling only at the request of the participant. If a participant possesses clinical symptomatology that requires longer-term and/or a different psychotherapeutic approach to treatment, the Company will work with the employers medical benefit plan to either make a referral to another provider and/or provide these services under the umbrella of the employee's medical benefit.

- d. **Range of Counseling Types:** Counseling may include individual, family, and/or marital interventions for issues suitable for a short-term counseling approach. Common presenting problems include, but not limited to stress, family problems, marital problems, sadness/grief, worrying, parent/child problems, work-related difficulties, interpersonal problems with co-workers and supervisors, anger management problems, drug or alcohol use, workplace violence, single parenting problems, legal and financial difficulties, coping with medical problems, and crisis counseling.
- e. **Case Management & Follow-Ups:** Company shall attempt to follow-up with all participants accessing services to ensure their satisfaction. Additionally, Company shall conduct comprehensive case management and follow-up for any participants referred to the EAP on a mandatory basis due to a job performance concern, work-place violence, sexual harassment, or suspicion of substance abuse or other employer group policy violation or concern.
- f. **Referrals:** For cases requiring medical or longer term/more intensive behavioral health intervention, referrals will be made by the Company to the employer's Medical Plan when indicated, or to another qualified professional that is within the financial means of the participant if the participant is not covered by the major medical plan. Low cost and free community referrals are also available to EAP participants.
- g. **Education & Prevention:** The Company offers Supervisor and Employee Wellness Training. An extensive array of education and prevention seminars are available to employees and supervisors dealing with a wide variety of topics including wellness, stress management, coping with change, motivating employees, recognizing substance abuse, other personal or work-related concerns. Seminars can be individually tailored to meet the



needs of the employer and employees. A minimum of 10 attendees are required to attend. A 24 hour cancellation notice is required; failure to provide notification will result in the deduction of the number of scheduled hours from the total bank of hours allowed per year. Electronic Newsletters for employees and supervisors are designed by the Company for distribution by the employer to provide additional educational and preventative tips and activities. Additionally, many training seminars are available to download via the Company's website. Fees include up to **12 hours** of onsite Employee and Supervisor Training that may be used at the Employer Groups discretion for supervisory training/orientation, employee orientations, wellness/brown bag seminars and health fair participation (open enrollment is not included). The Fees also include up to **eight (8) hours** for Legal and Financial training per year to be used at the Employer Group's discretion.

- h. **Work/Life Services:** Company will assist participants with balancing personal and work life concerns, coping with maternity and return to work, time management, childcare/eldercare services, and other work/life issues such as assistance with referrals for adoptions, relocations, college planning, and adjusting to retirement.
- i. **Employer Group Services:** Company will provide assistance to the Employer Group as needed. These services include immediate CISD response to any employees coping with a trauma or critical incident in the workplace within 24 hours of the request of the Employer Group or at a time and place of Employer Group's choosing. **Unlimited CISD assistance is included in the contract.** Contract includes unlimited Account Management services and telephonic management consultations by assigned Company Account Manager.
- j. **Online Services:** Company will maintain comprehensive online services at [www.deeroaks.com](http://www.deeroaks.com), available 24/7 to employees and their family members seeking tools, tips, articles, videos, and resources to help them cope with balancing personal and work-related issues. Health and Wellness topics, a Chat Room, Discussion Board, and online Library are available through the website. Trainings regarding Orientation to the EAP benefit are available online as well.

- k. **Legal and Financial Services:** Company shall offer legal and financial counseling referrals and resources to employees and their family members, a free (up to 30 minute) initial assessment and a 25% reduction on legal and financial counseling rates with an in plan attorney/financial planner following any retainer. Identity Theft Counseling, legal document reviews and online legal and financial resources will also be available.
- l. **Confidentiality:** Issues of confidentiality will be handled with the utmost sensitivity and protection for the employee's rights to privacy. The Company is fully HIPAA compliant. Where appropriate, consent forms will be obtained to provide written authorization to exchange information with any Employer Group benefits director or supervisor.
- m. **Utilization Reports:** The Company will provide confidential Utilization Review Reports to the Employer Group on a quarterly basis. The reports will include: the number of EAP participants seeking assistance, the reasons for accessing the EAP, basic demographics for the EAP participants, the job classification, and the number of calls, in-services, and referrals provided. These reports will be provided quarterly to the Employer Group. Participant Satisfaction data is also included.
- n. **Implementation and Program Promotion:** The Company will provide Initial Promotional Materials including an introductory letter to the employees on the new EAP provider, 1000 wallet cards, brochures and 5 two-color informational posters as well as one Employee Orientation and one Supervisor Orientation DVD. The Employer Group will be responsible for reproduction and distribution of direct mailing and other promotional materials requested beyond the Initial Promotional Materials. Company will provide ongoing electronic promotional materials (e.g. flyers, payroll stuffers, e-mail articles, newsletters) as needed throughout the duration of the contract term as well as a CD-ROM containing additional flyers and posters that may be used as needed by the Employer Group. The Employer Group will assume responsibility for the reproduction and distribution of these promotional articles/notices to participants (with the exception of the initial promotional materials listed above, which shall be reproduced by the Company, at the Company's expense and distributed by the Employer Group). Company will complete a Comprehensive Needs

Assessment to ensure Program is customized and tailored to meet Employer Group's expectations.

**2. Fees.** For all of the services provided hereunder by Company to Employer Group, the Employer Group shall pay to Company an amount per month equal to the Per Employee Per Month (PEPM) rate of reimbursement multiplied by the number of Employer Group's eligible Employees for such month. For the term of this Agreement, that is, from **January 1, 2018 – December 31, 2022**, the Per Employee Per Month (PEPM) rate of reimbursement shall be a guaranteed rate of **\$1.35** PEPM. Payment of such fees shall be due quarterly in arrears, commencing **January 1, 2018**. DOT Evaluations provided for formal mandatory referrals for DOT or Fitness-for-Duty, will be billed on a fee-for-service basis at \$550.00 per evaluation for DOT and be payable in the month following the initial evaluation date. DOT and Reasonable Suspicion Trainings will be billed at \$250.00 per hour. Any fees for other optional add-on services will be applied per the terms of Company's proposal to Employer Group, if and when Employer Group elects to add these services to the contract.

**3. Definitions.**

- a. The term "participant" for purposes of this Agreement shall mean (i) the spouse or any child (natural or adopted) of an Employee, regardless of where such spouse or child resides; and (ii) any child for whom an Employee (or his or her spouse) is a court-appointed guardian; and (iii) any person residing in the household of an Employee.
- b. The term "counselor" shall mean a Company employee or contractor with master's degree or Ph.D. in an appropriate mental health care related field.
- c. The number of sessions shall include appointments made and kept as well as appointments made and late cancelled (less than 24 hours notice by participant) or no shows.

**4. Term.** The term of this Agreement shall be for a three (3) year period beginning **January 1, 2018 thru December 31, 2022**. This Agreement may be terminated earlier (i) by Company, if Employer Group fails to pay the monthly fee owing hereunder to Company and such failure shall continue for thirty days after Employer Group receives written notice to cure for such failure from Company; (ii) by Company, if Employer Group shall have received three delinquency notices under Section 4, immediately above, in any year; (iii) by Employer Group, if Company fails to perform any of its obligations hereunder or

if Company is in breach of any of its covenants hereunder, and such failure or breach continues for thirty days after Company receives written notice to cure for such failure or breach from Employer Group; and (iv) by Employer Group, with or without cause, by providing Company with ninety days written notice of termination. This Agreement shall also be cancelable by Employer Group at the end of any fiscal year of Employer Group in the event that sufficient funds have not been budgeted for the following fiscal year for the purposes of this Agreement; and in the event that Employer Group is required by law to competitively bid or submit requests for proposals in connection with the subject matter of this Agreement during its term.

**5. Access.** Employees and participants may contact the EAP via the toll free access number (1-866-EAP-2400) to Employer Group's employees and their dependents 24 hours a day, seven days a week, throughout the term of this Agreement. The EAP Call Center hours of operation are from 7:00A.M. to 7:00P.M.(Central Standard Time), Monday through Friday. At all other times, the toll-free line is answered automatically with the caller having the choice of pushing one button to be directly connection to a trained counselor, or to leave a message for routine business information. Routine appointments are offered generally within three (3) business days, urgent appointments within 48 hours, and emergency appointments are arranged same day. Company offers a nationwide network of affiliate providers in multiple locations shall make every effort to participant's specific request for an appointment time or location. Bilingual counseling services are also available.

**6. Service Locations:** Company shall provide counseling services at the Company's and Affiliates' office locations. Onsite counseling at the workplace will also be provided at the request of the Employer Group according to the terms contained herein.

**7. Eligibility Determination.** Company will provide services to all participants without requiring a specific verification process of each employee's current employment status. COBRA participants as well as employees whom need support during their transition following their termination of employment with Employer Group will also be eligible for short-term EAP counseling services. Employer Group will verify the numbers of employees eligible for the EAP benefit each month, and adjust the reimbursement to Company accordingly. Company will contact Employer Group if there appears to be significant access of the EAP benefit by anyone who is not eligible.

**8. Company Representative.** The Company will assign a primary representative at the discretion of Company. Alicia Barrera, the Company's EAP Account Manager, shall be the primary representative of Company for the purposes of this Agreement (the "Company Representative"). Mrs. Barrera address, telephone and fax numbers are as follows: 126 Main Plaza Ste. 8 San Antonio, TX. 78205; Telephone No. (210) 569-8152; Fax No. (210) 569-8157. The Company may also assign additional Account Management Specialists to the team handling the account at the Company's discretion or as needed. Employer Group may contact the Company Representative (or designated assistant) directly regarding any questions, problems, or concerns Employer Group may have which are related to this Agreement. Company may change the person designated as the Company Representative by prior notice to the Employer Group; provided, however, that Company shall appoint a replacement Company Representative at any time within thirty days after the receipt of a request from the Employer Group.

**9. Relationship of Parties.** It is understood by the parties that the Company is an independent Contractor, and not an employee of the Employer Group. Employer Group will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of the Company.

**10. Entire Agreement:** This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement is binding unless in writing signed and duly executed by both parties.

**11. Communications with Employees.** No promotional or informational materials shall be disseminated to Employer Group's employees without the prior written approval of Employer Group's Representative. The Company Representative in connection with Employer Group's Representative shall prepare an initial, explanatory packet for distribution by Employer Group to all Employees no later than two weeks prior to the commencement date of this contract.

**12. Extended Services.** Referrals to the health plan for extended service will be made based on symptom severity and the client's best interests. Company will be able to continue counseling services under Employer Group's current health plans, if Company is a participating provider and if such services are covered under such plans. If the participant requires additional counseling, but such counseling is not

covered under an applicable health plan, then Company shall refer such participant to appropriate community health services, or if the participant prefers, the participant may continue to use the services of the Company on a private pay basis.

**13. Standard of Care.** Company shall perform its duties and obligations under this Agreement as a fiduciary of Employer Group Employees and their respective dependents; and Company shall use the care, skill, prudence, and diligence in the performance of its duties and obligations under this Agreement as required by all applicable professional standards and laws.

**14. Equal Employment Opportunity.** Company shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or handicap and shall otherwise comply with all applicable requirements set out in Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations 41 CFR Part 60.

**15. Notices.** Notices provided hereunder must be in writing to be effective, and shall be deemed received upon the earlier to occur of (i) actual receipt; or (ii) three days after the same are mailed by U.S. certified or registered mail, postage prepaid and return receipt requested, to the following address, or to such other address as shall have been provided by notice:

If to Employer Group: **Brazos County**  
**Jennifer Salazar**  
**200 S. Texas Ave.**  
**Bryan, TX. 77803**  
**(979) 361-4117**

If to Company: Ms. Alicia Barrera  
Director of EAP Account Management  
Deer Oaks EAP Services, LLC  
126 Main Plaza #8  
San Antonio, Texas 78205  
(210) 615-3418  
(210) 569-8157

**16. Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party.

**17. Indemnification.** Company hereby assumes all risk of loss and responsibility for and hereby agrees to indemnify and hold Employer Group, its trustees and Employees (collectively, the "Indemnities") harmless from and against any and all claims, causes of actions, demands, suits,

liabilities, recoveries, judgments, costs and expenses (including reasonable attorneys' fees) which are asserted by a party other than Company against or incurred by any of the Indemnities, to the extent caused or related to the performance or failure to perform of Company under this Agreement, except to the extent caused by the negligence of any of the Indemnities.

**18. Compliance with All Laws.** In the performance of its duties and obligations hereunder, Company shall ensure that it is in compliance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, all applicable rights and regulations of the appropriate licensure board(s), and all laws, rights, and regulations applicable to patient confidentiality. It shall be the duty of Company, and not Employer Group, to ensure that no information shall be provided by Company to Employer Group that would constitute a violation of the privacy rights of a participant, even if such information is requested by Employer Group, both parties acknowledging that Company, and not Employer Group shall have the obligation under this Agreement to be aware of the most current version of such confidentiality laws, rules, and regulations. Affiliate providers nationwide will uphold their professional and ethical responsibilities according to their particular state rules and regulations.

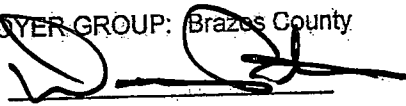
**19. Governing Law.** This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Texas.

**20. Mediation.** Any controversy or claim between the parties arising under this Agreement ("Dispute") must, at the request of either party, be submitted to mediation. If either party desires that a dispute be submitted to mediation, then such party shall so notify the other party, by written notice. Within ten days after the receipt of such notice, the parties shall jointly appoint a mutually acceptable, neutral attorney-mediator to mediate the dispute (the Mediator). If the parties are unable to agree upon such appointment within such ten-day period, either party may request a court jurisdiction of the Dispute to appoint a Mediator. The parties or the court will hold a mediation conference within thirty days after the appointment of the Mediator. The mediation conference will be conducted in accordance with the Texas Alternative Dispute Resolution Procedures Act, Civil Practice and Remedies Code, Sections 154.001-154.073. The fees of the Mediator will be shared equally between the parties.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

EMPLOYER GROUP: Brazos County

BY:

A handwritten signature in black ink, appearing to be a stylized name, written over a horizontal line.

Date:

10/3/17

DEER OAKS EAP SERVICES, LLC

By:

Alicia Barrera 9/24/17

Alicia Barrera  
Executive Director





**BRAZOS COUNTY  
BRYAN, TEXAS**

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DEPARTMENT: Road and Bridge NUMBER: CC-2025-Utility Permit-Wickson  
SUD-5838 Broach

DATE OF COURT MEETING: 1/28/2025

ITEM: Consider and take action on the Wickson Creek SUD utility permit to construct a road bore at 5838 Broach Road to provide water services. Site is located in Precinct 2.

TO: Commissioners Court

FROM: Joe Salvato

DATE: 01/23/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

**File Name**

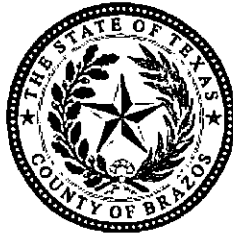
**Description**

**Type**

[Utility Permit-Wickson Creek-5838 Broach.pdf](#)

Utility Permit-Wickson Creek SUD-5838 Broach Road

Backup Material



**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT: Road and Bridge NUMBER: CC-2025-Utility Permit-Wickson SUD-5838 Broach

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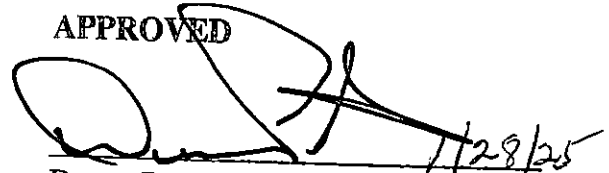
**Description**

**Type**

Utility\_Permit-Wickson\_Creek-5838\_Broach.pdf

Utility Permit-Wickson Creek SUD-5838 Broach Road

Backup Material

APPROVED  
  
Duane Peters  
County Judge  
Date 1/28/25

**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 Wickson Creek 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
<b>5838 Broach Road</b>	<b>60 LF</b>	<b>X</b>			<b>X</b>

Facility to Parallel County Road Within Right-Of-Way

Road Name and Block Number	From	To	Depth	Distance
N/A				

CONSTRUCTION TYPE

1" Diameter 0.133" Wall Thickness 2" Diameter Encasement PVC Encasement Material

Material Specification PVC

Maximum Operation Pressure 80 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 60<sup>th</sup> 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.

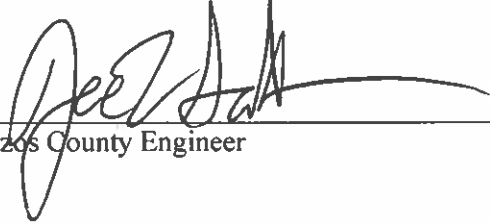
Nickson Creek SUD.  
Company Name  
Kyle Eppler  
By:  
Signature  
General Manager  
Title  
P.O. Box 4754  
Address  
Bryan Tx 77805  
City State Zip  
979 - 589 - 3030  
Telephone Number  
Email: Kyle@nicksoncreek.com

**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 January 22, 2025 except as noted below:

(Month/Day/Year)

**EXCEPTIONS: NONE**

*For*  \_\_\_\_\_  
Brazos County Engineer





**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.





**BRAZOS COUNTY  
BRYAN, TEXAS**

---

DEPARTMENT: Road and Bridge NUMBER: CC-2025-BTU-9345 Dilly Shaw Tap

DATE OF COURT MEETING: 1/28/2025

ITEM: Consider and take action on the BTU utility permit to install aerial 3-phase crossing at 9345 Dilly Shaw Tap Road to provide electrical services. Site is locate in Precinct 2.

TO: Commissioners Court

FROM: Joe Salvato

DATE: 01/22/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

**File Name**

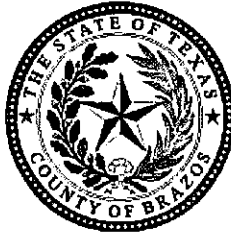
**Description**

**Type**

[Utility Permit-BTU-9345 Dilly Shaw Tap.pdf](#)

Utility Permit-BTU-9345 Dilly Shaw Tap

Backup Material



**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT: Road and Bridge NUMBER: CC-2025-BTU-9345 Dilly Shaw Tap

DATE OF COURT MEETING: 1/28/2025

ITEM: Consider and take action on the BTU utility permit to install aerial 3-phase crossing at 9345 Dilly Shay Tap Road to provide electrical services. Site is locate in Precinct 2.

TO: Commissioners Court

FROM: Joe Salvato

DATE: 01/22/2025

FISCAL IMPACT: False

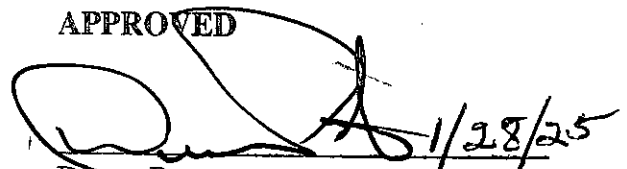
BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

<u>File Name</u>	<u>Description</u>	<u>Type</u>
<u>Utility Permit-BTU-9345_Dilly_Shaw_Tap.pdf</u>	Utility Permit-BTU-9345 Dilly Shaw Tap	Backup Material

**APPROVED**



Duane Peters  
County Judge

Date  
1/28/25

**APPLICATION FOR ELECTRICAL 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 BRYAN TEXAS UTILITIES (BTU) [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 an electrical 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	Aerial
9345 Dilly Shaw Tap	80 feet				X

Facility to Parallel County Road Within Right-Of-Way

Road Name and Block Number	From	To	Depth	Distance

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 10 working days. (COMPANY MUST FILL IN). If such construction is not begun by the 60<sup>th</sup> 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.

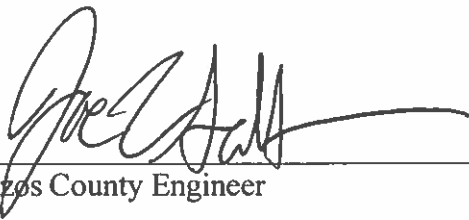




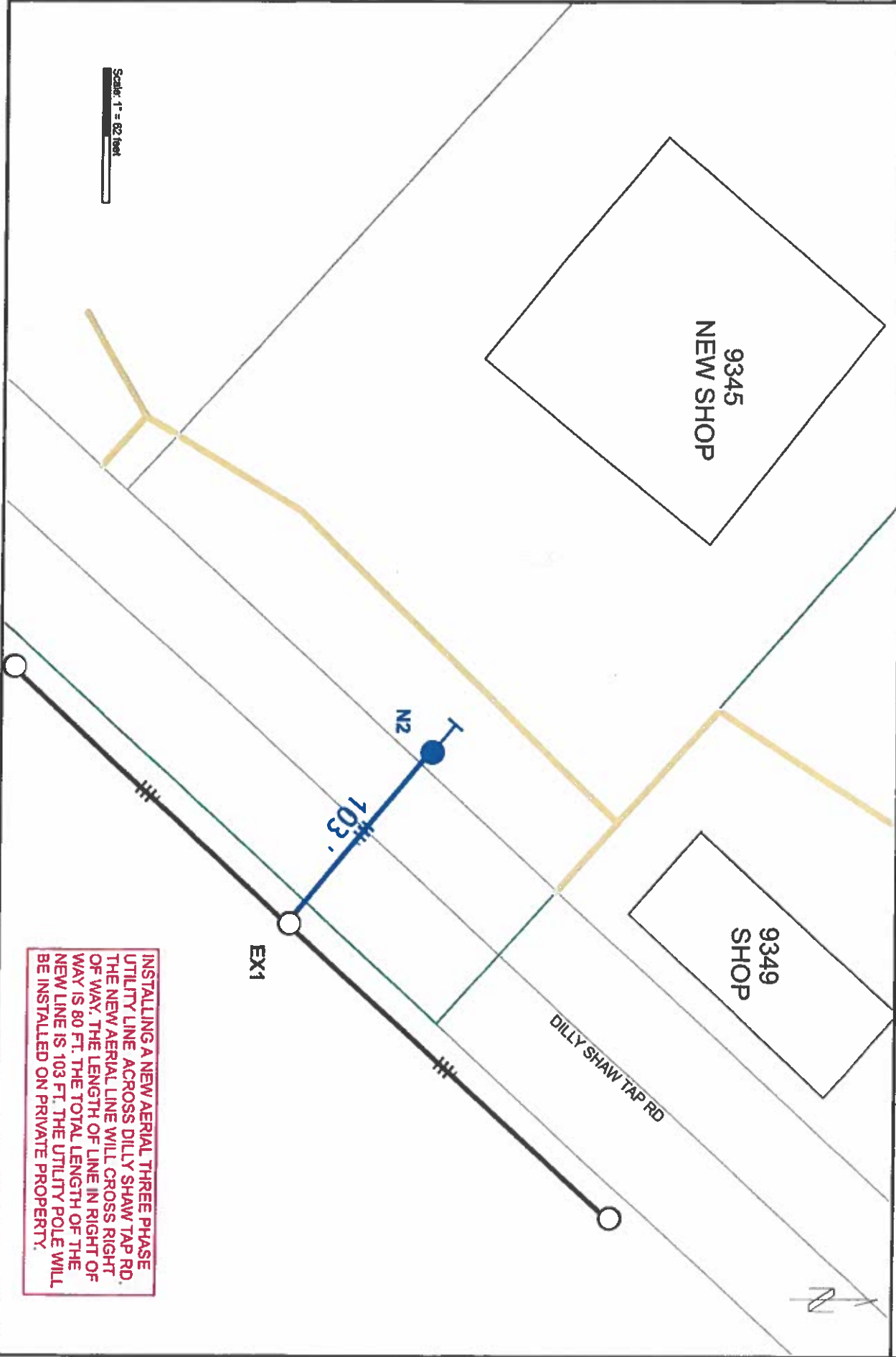
**APPROVAL**

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 January 22, 2025 except as noted below:  
(Month/Day/Year)

EXCEPTIONS: NONE

*For*   
\_\_\_\_\_  
Brazos County Engineer

CUSTOMER NAME	BRIAN KLINTWORTH	PHONE	979-820-3044	DRAWN BY	CHRIS LENZ	9/20/2024	MAN HOURS
SERVICE ADDRESS	9345 DILLY SHAW TAP RD	CHECKED	ROBERTO LOPEZ	1/13/2025	INSTALL	39.83	
PROJECT NO	2409-R-52490	JOB NO	55736	REVISED		REMOVE	0
BRYAN TEXAS UTILITIES		CONST TYPE	OH PRI (OH)		PAGE	1 of 3	

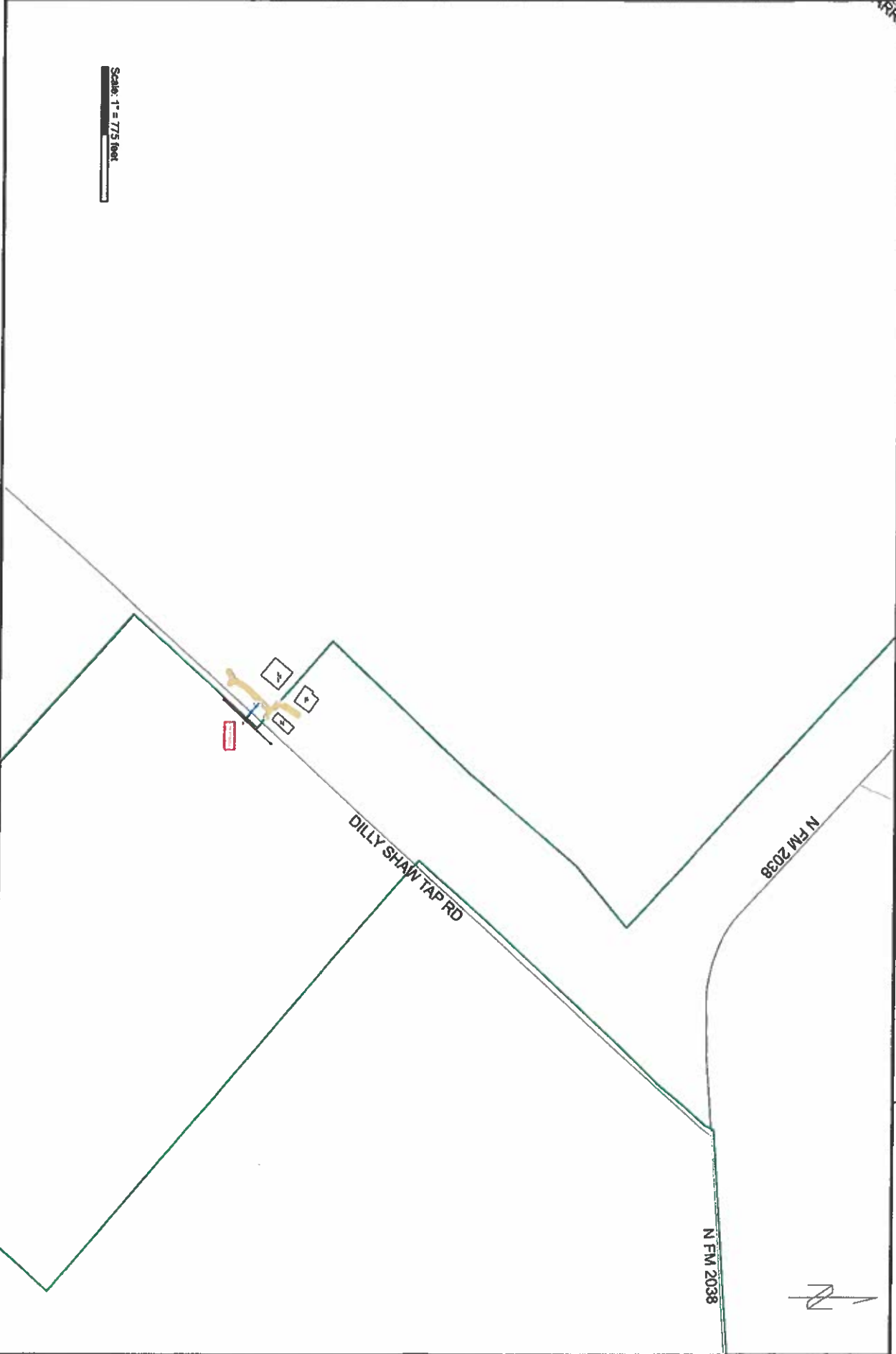


Scale: 1" = 62 feet

INSTALLING A NEW AERIAL THREE PHASE UTILITY LINE ACROSS DILLY SHAW TAP RD. THE NEW AERIAL LINE WILL CROSS RIGHT OF WAY. THE LENGTH OF LINE IN RIGHT OF WAY IS 80 FT. THE TOTAL LENGTH OF THE NEW LINE IS 103 FT. THE UTILITY POLE WILL BE INSTALLED ON PRIVATE PROPERTY.



CUSTOMER NAME	BRIAN KLINTWORTH	PHONE	979-820-3044	DRAWN BY	CHRIS LENZ	9/20/2024	MAN HOURS
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PROJECT NO	2409-R-52490	REVISED			REMOVE	0	
BRYAN TEXAS UTILITIES		CONST TYPE	OH PRI (OH)		PAGE	3 of 3	



**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***

- i. 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
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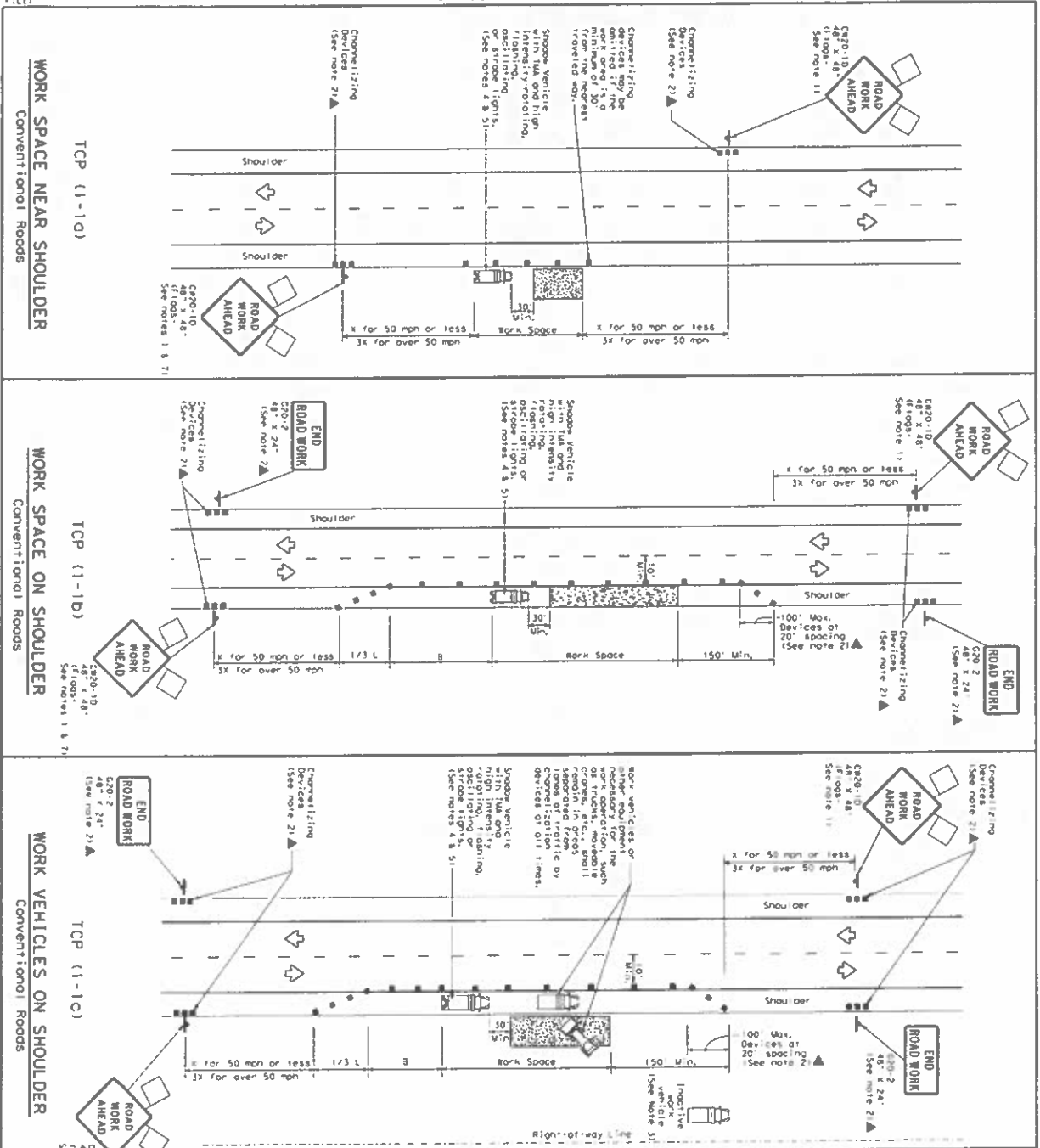
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5. Under no circumstances will a pipeline be installed parallel to a County Road within the Right-of-Way. Transmission lines have been determined to be petroleum pipelines (which includes natural gas lines) and shall not be parallel to a County Road.
6. Natural Gas Distribution is a line that serves the final customer.



DISCLAIMER: The use of this standard is governed by the Texas Engineering Practice Act. No warranty of any kind is made by the author or publisher for the consequences of the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

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**LEGEND**

Symbol	Type 3 Barricade	Channelizing Devices
Symbol	Heavy Work Vehicle	Truck Mounted Attenuator (TMA)
Symbol	Trailer Mounted Barricade	Portable Channelizing Masses (Sign Trucks)
Symbol	Sign	Traffic flow
Symbol	Sign	Flagger

**GENERAL NOTES**

- Plans designed to limit work area are required.
- All traffic control devices 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

**TYPICAL USAGE**

Vehicle	Short Term Stationary	Intermediate	Long Term Stationary
1	2	3	4

**TRAFFIC CONTROL PLAN**  
CONVENTIONAL ROAD SHOULDER WORK

TCP (1-1)-18

DATE	DESIGNED BY	CHECKED BY	DATE

DATE 1-29-2025

AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M

AFFIDAVIT  
TEXAS LOCAL GOVERNMENT CODE, CHAPTER 176, BRAZOS COUNTY CLERK

By Karen McQueen

STATE OF TEXAS §  
COUNTY OF BRAZOS §

BEFORE ME, the undersigned authority, on January 29, 2025 personally appeared  
Comm. Bentley Nettles, who being duly sworn, deposes and says:

1. That he/she has a substantial interest in a business entity or real property. Official action taken by the

Commissioners Court of Brazos County, Texas concerning Agenda Item No. 12 of the Court

Agenda dated Jan 28, 2025 described as BTU Utility permit

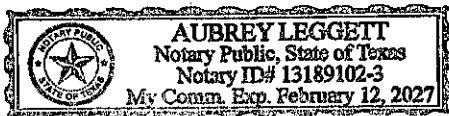
\_\_\_\_\_, would have a special economic effect on that business entity or a special economic effect on the value of the real property, that is distinguishable from the effect on the public.

- 2. That the substantial interest is (check the following as is appropriate):
  - ( ) a. Ownership of 10 percent or more of the voting stock or shares of the business entity or either 10 percent or more or \$15,000 or more of the fair market value of the business entity; or
  - ( ) b. Funds received by me from the business entity exceed 10 percent of my gross income for the previous year; or
  - ( ) c. An equitable or legal ownership in real property with a fair market value of \$2,500 or more; or
  - ( ) d. A person related in the first degree by either affinity or consanguinity to me has a substantial interest as defined above; or
  - e. other Serve on BTU Board

3. That I will abstain from participation in the matter referred to in Item 1 unless authorized by law.

Signature [Handwritten Signature]

SWORN TO AND SUBSCRIBED BEFORE ME this the 29 day of January 2025



Notary Public in and for The State of Texas [Handwritten Signature]

Filed:

\_\_\_\_\_, County Clerk



**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT: Road and Bridge NUMBER: CC-2025-Brazos Wifi-Tejas Ranch Loop

DATE OF COURT MEETING: 1/28/2025

ITEM: Consider and take action on the Brazos WIFI utility permit to construct six (6) road bores under Tejas Ranch Loop to install fiber optic cable for internet service. Site is located in Precinct 2.

TO: Commissioners Court

FROM: Joe Salvato

DATE: 01/23/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

NOTES/EXCEPTIONS: **Permit is for road bores ONLY. All other lines, conduits or appurtenances that parallel roadway must be placed within the platted subdivision Public Utility Easement (PUE)**

**ATTACHMENTS:**

**File Name**

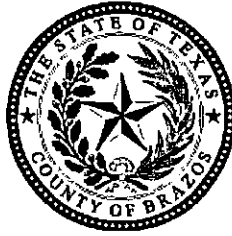
**Description**

**Type**

[Utility Permit-Brazos Wifi-Tejas Ranch Loop.pdf](#)

Utility Permit-Brazos Wifi-Tejas Ranch Loop

Backup Material



**BRAZOS COUNTY  
BRYAN, TEXAS**

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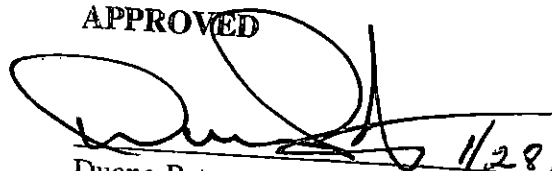
**Description**

**Type**

Utility Permit-Brazos Wifi-Tejas Ranch Loop.pdf

Utility Permit-Brazos Wifi-Tejas Ranch Loop

Backup Material

APPROVED  
  
Duane Peters  
County Judge  
1/28/25  
Date

**NOTIFICATION OF PROPOSED INSTALLATION AND/OR REPAIRS  
OF TELEPHONE FACILITIES AND DESIGNATING  
PLACEMENT OF UTILITY IN COUNTY RIGHT OF WAY  
TO: THE COUNTY ENGINEER OF BRAZOS COUNTY, TEXAS**

Comes now Brazos WIFI [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 notifies the County Engineer of its intent to lay, construct, maintain, repair and/or operate a telephone facility under, over, across and/or along certain County Roads as shown on drawings and diagrams attached hereto and said location described as follows:

Directional bore 70 feet under Tejas Ranch Loop starting at the first intersection of Tejas Ranch Loop from FM 2038 at 380 feet, 715 feet, 1435 feet, 1840 feet, 2150 feet and 2505 feet. Crossing will be a minimum of 36 inches under the bottom of the ditch and a minimum of 60 inches under the roadway.

Direction boring will also be completed in the 16' PUE along Tejas Ranch Loop.

The location and description of the proposed installation and appurtenances must be fully shown on detailed drawings attached to this Notification.

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 60 working days. (COMPANY MUST FILL IN). If such construction is not begun by the 60th day, Company will be required to provide a new notice.

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 notice shall be kept at the job site any time work is being performed.

In the event of deviation from this notice, the Brazos County Engineer's Office or its designated representative will be notified as soon as practicable.

Approval of County Engineer's Office may take as long as two weeks after complete application is received.

Failure to 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 notification.

Brazos WIFI  
Company Name

Tim Hardy  
By:

*Tim Hardy*  
Signature

Project Manager  
Title

12135 S. Hwy 30, College Station, TX 77845  
Address

(979) 999-7010  
Telephone Number

tim@brazoswifi.com  
E-mail

**ACCEPTANCE OF NOTIFICATION**

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 January 22, 2025 except as noted below:

**EXCEPTIONS:**      **Permit is for road bores ONLY. All other lines, conduits or appurtenances that parallel roadway must be placed within the platted subdivision Public Utility Easement (PUE).**

for  \_\_\_\_\_  
Brazos County Engineer



**Brazos WiFi**

Directional Line ID has under 100 feet from Loop serving at the base perimeter of Talos Ranch Loop from Pt 200.042  
200 feet  
145 feet  
190 feet  
210 feet and  
200 feet and  
Coverage will be a minimum of 20 inches under the bottom of the cable and a maximum of 60 inches under the secondary

Legend  
X: Unsubscribed





**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.





**BRAZOS COUNTY  
BRYAN, TEXAS**

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DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 1/28/2025

ITEM: Approval of the Treasurer's Report for October 2024.

TO: Commissioners Court

DATE: 01/23/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ACTION REQUESTED OR  
ALTERNATIVES: Approval

**ATTACHMENTS:**

<b><u>File Name</u></b>	<b><u>Description</u></b>	<b><u>Type</u></b>
<a href="#">Treasurer s Report October 2024.pdf</a>	Treasurer's Report October 2024	Backup Material
<a href="#">Treasurer s Report Approval October 2024.pdf</a>	Treasurer's Report Approval	Backup Material



**OCTOBER 2024 TREASURER'S REPORT**

	<b>CASH BALANCE 9/30/2024</b>	<b>INCOMING</b>	<b>INVESTED INTEREST</b>	<b>SUB-TOTAL</b>	<b>DISBURSED</b>	<b>CASH BALANCE 10/31/2024</b>	<b>INVESTED</b>	<b>CK.ACCT.BAL. 10/31/2024</b>
0100 - GENERAL FUND	175,972,373.87	4,785,442.21	531,438.02	181,289,254.10	14,528,243.72	166,761,010.38	134,569,938.24	32,191,072.14
1100 - HOTEL OCCUPANCY TAX	6,547,360.33	413,396.85		6,960,757.18	69,081.02	6,891,676.16		6,891,676.16
1200 - STATE LATERAL ROAD	263,366.52	30,926.52		294,293.04	0.00	294,293.04		294,293.04
1300 - UNCLAIMED FUNDS	501,637.78	3,368.71		505,006.49	0.00	505,006.49		505,006.49
1500 - LAW LIBRARY	172,604.57	11,783.31		184,387.88	6,037.30	178,350.58		178,350.58
1800 - LEOSE FUND	81,233.52	0.00		81,233.52	143.98	81,089.54		81,089.54
1900 - COUNTY RECORDS MANAGEMENT	698,945.71	3,789.34		702,735.05	0.00	702,735.05		702,735.05
2000 - COUNTY CLERK MGMT.FUND	1,302,819.94	32,334.62		1,335,154.56	15,137.02	1,320,017.54		1,320,017.54
2001 - COUNTY CLERK ARCHIVAL FUND	1,475,665.16	32,339.23		1,508,004.39	157.35	1,507,847.04		1,507,847.04
2200 - COURTHOUSE SECURITY FUND	158,836.04	9,523.60		168,359.64	1,872.89	166,486.75		166,486.75
2201 - JUSTICE COURT SECURITY FUND	257,061.47	4,543.42		261,604.89	0.00	261,604.89		261,604.89
2300 - DISTRICT CLERK MANAGEMENT FUND	305,615.56	14,773.29		320,388.85	5,646.04	314,742.81		314,742.81
2301 - DISTRICT CLERK ARCHIVAL FUND	1,595.63	13.63		1,609.26	0.00	1,609.26		1,609.26
2400 - JUSTICE @ PEACE - TECHNOLOGY FUND	70,418.05	3,017.96		73,436.01	43.24	73,392.77		73,392.77
2401 - CO.& DIST.COURT TECHNOLOGY FUND	134,009.90	1,385.55		135,395.45	0.00	135,395.45		135,395.45
2500 - SPECIAL FORFEITURE FUND	37,605.13	507.09		38,112.22	0.00	38,112.22		38,112.22
2600 - D/A HOT CHECK COLLECT FEES	5,315.32	103.74		5,419.06	0.00	5,419.06		5,419.06
2700 - BAIL BOND BOARD FEES	114,953.27	621.58		115,574.85	0.00	115,574.85		115,574.85
2900 - VIT INTEREST FUND	387,638.83	5,587.87		393,226.70	0.00	393,226.70		393,226.70
3000 - COUNTY GRANTS	(653,100.44)	1,085,179.88		432,079.44	388,166.16	43,913.28		43,913.28
3100 - AMERICAN RESCUE PLAN ACT	21,241,671.83	0.00	78,399.22	21,320,071.05	752,746.20	20,567,324.85	19,500,822.56	1,066,502.29
3200 - SB 22 2023 RURAL	162,606.91	1,050,888.03		1,213,494.94	158,145.98	1,055,348.96		1,055,348.96
3400 - D/A CRIME FUND	212,880.14	1,199.75		214,079.89	8,754.61	205,325.28		205,325.28
3500 - PRIMARY ELECTION SERVICES	60,211.18	1,358.28		61,569.46	10,092.03	51,477.43		51,477.43
3901 - BC HOUSING FINANCE CORP	518,424.59	2,803.23		521,227.82	0.00	521,227.82		521,227.82
4320 - CO 2020	5,674,082.24	9,445.99	16,859.30	5,700,387.53	87,542.80	5,612,844.73	3,956,766.31	1,656,078.42
4323 - ON SYSTEM ROAD BOND-TXDOT	15,955,607.16	5,534.08	63,896.45	16,025,037.69	614,081.97	15,410,955.72	14,996,039.76	414,915.96
43231 - OFF SYSTEM ROAD BOND	7,199,561.22	2,647.31	28,712.76	7,230,921.29	205,999.13	7,024,922.16	6,738,684.95	286,237.21
43232 - 2023 CERTIFICATES OF OBLIGATIONS	10,503,599.93	6,236.98	40,010.39	10,549,847.30	0.00	10,549,847.30	9,390,153.47	1,159,693.83
4500 - GEN.PERMANENT IMPV.	18,423,991.96	59,783.50		18,483,775.46	579,977.05	17,903,798.41		17,903,798.41
5000 - HEALTH & LIFE INSURANCE	13,695,559.94	1,994,055.84		15,689,615.78	1,632,969.16	14,056,646.62		14,056,646.62
5800 - COUNTY ATTORNEY OPERATING FUND	69,374.35	15.00		69,389.35	0.00	69,389.35		69,389.35
6000 - PAYROLL	1,767,717.02	6,281,676.97		8,049,393.99	7,151,258.81	898,135.18		898,135.18
9100 - HEALTH DEPARTMENT	3,298,713.42	276,882.77		3,575,596.19	340,116.47	3,235,479.72		3,235,479.72
9300 - REGIONAL MOBILITY AUTHORITY	7,832.93	10,042.35		17,875.28	0.00	17,875.28		17,875.28
9700 - COMMUNITY SUPERVISION	1,590,569.99	204,486.40		1,795,056.39	359,844.45	1,435,211.94		1,435,211.94
<b>TTL.OF ACCTS.IN POOL</b>	<b>288,218,360.97</b>	<b>16,345,694.88</b>	<b>759,316.14</b>	<b>305,323,371.99</b>	<b>26,916,057.38</b>	<b>278,407,314.61</b>	<b>189,152,405.29</b>	<b>89,254,909.32</b>
1600 - LOCAL PROVIDER PARTICIPATION	24,772,620.87	6,907,666.31		31,680,287.18	233,607.28	31,446,679.90		31,446,679.90
4100 - GEN.OBLIG.DEBT SVC.	5,666,183.95	49,025.50	16,987.37	5,732,196.82		5,732,196.82	3,986,813.40	1,745,383.42
<b>TOTAL</b>	<b>318,657,165.79</b>	<b>23,302,386.69</b>	<b>776,303.51</b>	<b>342,735,855.99</b>	<b>27,149,664.66</b>	<b>315,586,191.33</b>	<b>193,139,218.69</b>	<b>122,446,972.64</b>

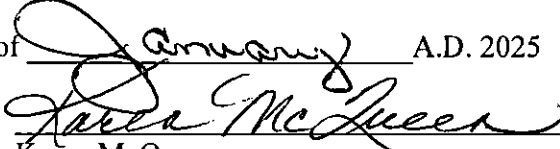
This report is submitted as true and correct to Commissioners Court by Cristian T. Villarreal, Brazos County Treasurer, on January 28, 2025.



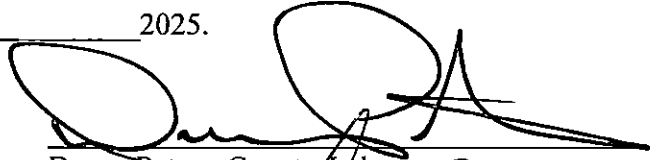
The State of Texas, County of BRAZOS

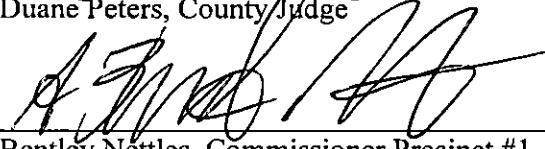
We, the undersigned, as County Commissioners within and for Brazos County, and the Honorable Duane Peters, County Judge of Brazos County, constituting the entire Commissioners' Court of Brazos County, during a regular meeting of said Court have examined the foregoing report and have caused an order to be entered upon the Minutes of the Commissioners' Court of Brazos County approving said Report as presented and submitted as true and correct by Cristian Villarreal, Treasurer of Brazos County, as provided for in the Revised Statutes of the State of Texas. (*Texas Local Government Code, 114.026*)

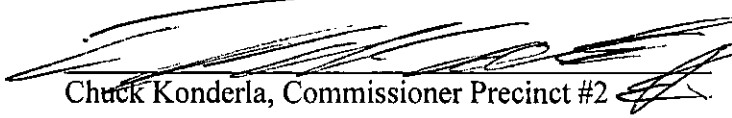
Witness my hand this 28 day of January A.D. 2025


  
\_\_\_\_\_  
Karen McQueen  
County Clerk, County of BRAZOS, State of Texas

Examined and approved in open Commissioners' Court this 28 day of

January 2025.  
  
\_\_\_\_\_  
Duane Peters, County Judge

  
\_\_\_\_\_  
Bentley Nettles, Commissioner Precinct #1

  
\_\_\_\_\_  
Chuck Konderla, Commissioner Precinct #2

  
\_\_\_\_\_  
Fred Brown, Commissioner Precinct #3

Absent  
\_\_\_\_\_  
Wanda J. Watson, Commissioner Precinct #4

Treasurer's Report for the MONTH OCTOBER 2024



**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING:

1/28/2025

ITEM:

**Overpayments**

- a. Letterman Title - \$1,500.00
- b. Susan Riggs - \$162.84
- c. Corelogic Tax Services - \$199.98

TO:

Commissioners Court

DATE:

01/22/2025

FISCAL IMPACT:

False

BUDGETED:

False

DOLLAR AMOUNT:

\$0.00

**ATTACHMENTS:**

**File Name**

**Description**

**Type**

[CC\\_Refund\\_Request\\_1\\_22\\_25\\_\(002\).pdf](#)

Tax Refund Applications

Backup Material

**Melissa Leonard, PCAC**  
**Brazos County Tax Assessor/Collector**  
 4151 County Park Ct  
 Bryan TX 77802  
 979-775-9930  
 979-775-9938 Fax

**REFUNDS PENDING 01/22/2025**

<b>REQUESTOR</b>	LETTERMAN TITLE
<b>ADDRESS</b>	1451 GREENS PRAIRIE RD WEST STE 200 COLLEGE STATION TX 77845
<b>OWNER NAME</b>	LINGLING ZHANG
<b>PROP ID #</b>	375871
<b>REFUND AMOUNT</b>	\$ 1500.00

<b>REQUESTOR</b>	SUSAN RIGGS
<b>ADDRESS</b>	PO BOX 253 BURTON TX 77835
<b>OWNER NAME</b>	SUSAN RIGGS
<b>PROP ID#</b>	408859
<b>REFUND AMOUNT</b>	\$ 162.84

<b>REQUESTOR</b>	CORELOGIC TAX SERVICES
<b>ADDRESS</b>	PO BOX 9202 COPPELL TX 75019
<b>OWNER NAME</b>	AUGUSTIN MARTINEZ SR
<b>HARRIS HUSTED</b>	443538
<b>REFUND AMOUNT</b>	\$ 199.98

<b>REQUESTOR</b>	
<b>ADDRESS</b>	
<b>OWNER NAME</b>	
<b>PROP ID#</b>	
<b>REFUND AMOUNT</b>	

<b>REQUESTOR</b>	
<b>ADDRESS</b>	
<b>OWNER NAME</b>	
<b>PROP ID#</b>	
<b>REFUND AMOUNT</b>	

<b>REQUESTOR</b>	
<b>ADDRESS</b>	
<b>OWNER NAME</b>	
<b>PROP ID#</b>	
<b>REFUND AMOUNT</b>	

<b>REQUESTOR</b>	
<b>ADDRESS</b>	
<b>OWNER NAME</b>	
<b>PROP ID#</b>	
<b>REFUND AMOUNT</b>	

<b>REQUESTOR</b>	
<b>ADDRESS</b>	
<b>OWNER NAME</b>	
<b>PROP ID#</b>	
<b>REFUND AMOUNT</b>	

# 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

ZHANG LINGLING  
1767 HEATH DR  
COLLEGE STATION TX 77845-8679

## PROPERTY DESCRIPTION

Legal: SPRING CREEK TOWNHOMES PH 3, BLOCK 5, LOT 4  
Address: 1767 HEATH DR ,  
Account # 375871

## TAX PAYMENT INFORMATION

Name of Taxing Unit	Tax Year of Refund	Payment Date	Amount Paid	Refund Amount Requested
ZREFUND	2024	11/25/2024	\$7797.10	\$1500.00

Taxpayer's reason for refund: OP-Overpayment

## REFUND TO:

LETTERMAN TITLE  
1451 GREENS PRAIRIE RD WEST STE 200  
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

11/25  
\_\_\_\_\_  
Date

979-310-2022  
\_\_\_\_\_  
Phone #

vmurphy@lettermantitle.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

1/28/25  
\_\_\_\_\_  
Date

Authorized Officer of taxing unit for refund applications over amount required under Section 31.11 Tax Code

\_\_\_\_\_  
Authorized Officer Signature

\_\_\_\_\_  
Date

# TAX RECEIPT

11/25/2024 08:35AM

MELISSA LEONARD, PCAC PH# (979) 775-9930  
 BRAZOS COUNTY TAX ASSESSOR COLLECTOR  
 4151 COUNTY PARK CT  
 BRYAN, TX 77802

<b>Receipt Number</b>	
<b>3379386</b>	
Date Posted	11/25/2024
Payment Type	P
Payment Code	Over/Refund
Total Paid	\$7,797.10

**PAID BY:**

LETTERMAN TITLE  
 1451 GREENS PRAIRIE ROAD WEST STE 200  
 COLLEGE STATION, TX 77845

<b>Property ID</b>	<b>Geo</b>	<b>Legal Acres</b>	<b>Owner Name and Address</b>
375871	582882-0305-0040	0.0000	ZHANG LINGLING 1767 HEATH DR COLLEGE STATION, TX 77845-8679
<b>Legal Description</b>			
SPRING CREEK TOWNHOMES PH 3, BLOCK 5, LOT 4			
<b>Situs</b>	<b>DBA Name</b>		
1767 HEATH DR			

Entity	Year	Rate	Taxable Value	Stmt #	Void	Original Tax	Discnts	P&I	Att Fees	Overage	Amount Pd
Z REFUND ENTITY	2024	0.00000	0	149996	N	1,500.00	0.00	0.00	0.00	0.00	1,500.00
BRAZOS COUNTY CITY OF COLL.	2024	0.41970	330,437	149496	N	1,386.84	0.00	0.00	0.00	0.00	1,386.84
STAT. COLLEGE STATION	2024	0.51309	330,437	149496	N	1,695.43	0.00	0.00	0.00	0.00	1,695.43
ISD	2024	0.97290	330,437	149496	N	3,214.83	0.00	0.00	0.00	0.00	3,214.83
											<b>7,797.10</b>

**Balance Due As Of 11/25/2024: -1500.00**

Tender	Details	Description	Amount
Check	108850		7797.10
			<b>7797.10</b>

<b>Operator</b>	<b>Batch</b>		<b>Total Paid</b>
Imoore	53982 (11/25/2024TM)		7,797.10

**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**

RIGGS SUSAN  
PO BOX 253  
BURTON TX 77835-0253

**PROPERTY DESCRIPTION**

Legal: REEF 3H 50004253-000 WILDFIRE ENER/AGUÍLA VADO (EAGLEFORD AB 63 /AUSTIN, S SUR  
.0000910000 O  
Address:  
Account # 408859

**TAX PAYMENT INFORMATION**

Name of Taxing Unit	Tax Year of Refund	Payment Date	Amount Paid	Refund Amount Requested
ZREFUND	2024	12/20/2024	\$165.10	\$162.84

Taxpayer's reason for refund: OP-Overpayment

**REFUND TO:**

RIGGS SUSAN  
PO BOX 253  
BURTON TX 77835-0253

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."

Susan M. Riggs  
Signature

1-8-25  
Date

Phone # \_\_\_\_\_

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

1/28/25  
Date

Authorized Officer of taxing unit for refund applications over amount required under Section 31.11 Tax Code

\_\_\_\_\_  
Authorized Officer Signature

\_\_\_\_\_  
Date

# TAX RECEIPT

12/20/2024 12:36PM

MELISSA LEONARD, PCAC PH# (979) 775-9930  
 BRAZOS COUNTY TAX ASSESSOR COLLECTOR  
 4151 COUNTY PARK CT  
 BRYAN, TX 77802

<b>Receipt Number</b>	
<b>3397063</b>	
Date Posted	12/20/2024
Payment Type	P
Payment Code	Over/Refund
Total Paid	\$165.10

**PAID BY:**

RIGGS SUSAN  
 PO BOX 253  
 BURTON, TX 77835-0253

Property ID	Geo	Legal Acres	Owner Name and Address
408859	50-004253-000-O-050004253000O001001	0.0000	RIGGS SUSAN PO BOX 253 BURTON, TX 77835-0253
Legal Description			
REEF 3H 50004253-000 WILDFIRE ENERGI/AGUILA VADO (EAGLEFORD AB 63 /AUSTIN, S SUR .0000910000 O			
Situs	DBA Name		

Entity	Year	Rate	Taxable Value	Stmt #	Void	Original Tax	Discnts	P&I	Att Fees	Overage	Amount Pd
Z REFUND ENTITY	2024	0.00000	0	150209	N	162.84	0.00	0.00	0.00	0.00	162.84
EMG SVCS DIST #3	2024	0.02300	25	111488	N	0.01	0.00	0.00	0.00	0.00	0.01
CITY OF BRYAN	2024	0.62400	6	111488	N	0.04	0.00	0.00	0.00	0.00	0.04
EMG SVCS DIST #2	2024	0.02006	128	111488	N	0.03	0.00	0.00	0.00	0.00	0.03
BRYAN ISD	2024	0.94690	159	111488	N	1.51	0.00	0.00	0.00	0.00	1.51
BRAZOS COUNTY	2024	0.41970	159	111488	N	0.67	0.00	0.00	0.00	0.00	0.67
<b>Balance Due As Of 12/20/2024: -162.84</b>											

Tender	Details	Description	Amount
Check	2041		165.10
			165.10

Operator	Batch	Total Paid
temerson	54424 (12202024_LE)	165.10

**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**

MARTINEZ AUGUSTIN SR  
2921 ALABAMA ST  
BRYAN TX.77803-1062

**PROPERTY DESCRIPTION**

Legal: LYNNDALE ACRES PH 1, BLOCK 11, LOT 6, Undivided Interest 50.0000000000%  
Address: 2921 ALABAMA AVE ,  
Account # 443538

**TAX PAYMENT INFORMATION**

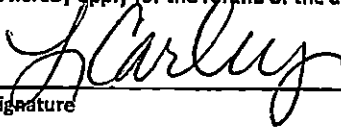
Name of Taxing Unit	Tax Year of Refund	Payment Date	Amount Paid	Refund Amount Requested
ZREFUND	2023	12/19/2024	\$1914.21	\$199.98

Taxpayer's reason for refund: OP-Overpayment

**REFUND TO:**

CORELOGIC TAX SERVICES  
PO BOX 9202  
COPPELL TX 7519

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

1-17-25  
\_\_\_\_\_  
Date

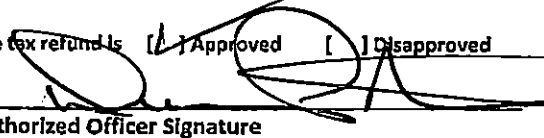
\_\_\_\_\_  
Phone #

\_\_\_\_\_  
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

1/28/25  
\_\_\_\_\_  
Date

Authorized Officer of taxing unit for refund applications over amount required under Section 31.11 Tax Code

\_\_\_\_\_  
Authorized Officer Signature

\_\_\_\_\_  
Date



# TAX RECEIPT

12/19/2024 03:42PM

MELISSA LEONARD, PCAC PH# (979) 775-9930  
 BRAZOS COUNTY TAX ASSESSOR COLLECTOR  
 4151 COUNTY PARK CT  
 BRYAN, TX 77802

<b>Receipt Number</b>	
<b>3396405</b>	
Date Posted	12/19/2024
Payment Type	P
Payment Code	Over/Refund
<b>Total Paid</b>	<b>\$1,914.21</b>

**PAID BY:**

CORELOGIC  
 ATTN: REFUNDS DEPT  
 PO BOX 9202  
 COPPELL, TX 75019

<b>Property ID</b>	<b>Geo</b>	<b>Legal Acres</b>	<b>Owner Name and Address</b>
443538	394000-0111-0062	0.0000	MARTINEZ AUGUSTIN SR 2921 ALABAMA ST BRYAN, TX 77803-1062
<b>Legal Description</b>			
LYNNDALE ACRES PH 1, BLOCK 11, LOT 6, Undivided Interest 50.0000000000%			
<b>Situs</b>	<b>DBA Name</b>		
2921 ALABAMA AVE			

Entity	Year	Rate	Taxable Value	Stmt #	Void	Original Tax	Discnts	P&I	Att Fees	Overage	Amount Pd
Z REFUND ENTITY	2023	0.00000	0	150090	N	199.98	0.00	0.00	0.00	0.00	199.98
BRAZOS COUNTY	2023	0.40970	69,210	83641	N	275.58	0.00	63.38	50.84	0.00	389.80
CITY OF BRYAN	2023	0.62400	99,210	83641	N	587.66	0.00	135.16	108.42	0.00	831.24
BRYAN ISD	2023	0.94920	51,710	83641	N	348.67	0.00	80.19	64.33	0.00	493.19
											1,914.21

**Balance Due As Of 12/19/2024: 1010.74**

Tender	Details	Description	Amount
Check	412656004		1914.21
			1914.21

<b>Operator</b>	<b>Batch</b>		<b>Total Paid</b>
Imoore	54407 (12/19/2024tm)		1,914.21



**BRAZOS COUNTY  
BRYAN, TEXAS**

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DEPARTMENT: Human Resources NUMBER:  
DATE OF COURT MEETING: 1/28/2025  
ITEM: • Approval of Personnel Change of Status  
TO: Commissioners Court  
DATE: 01/23/2025  
FISCAL IMPACT: False  
BUDGETED: False  
DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

<b><u>File Name</u></b>	<b><u>Description</u></b>	<b><u>Type</u></b>
<a href="#">Employment Separations - Public - 01-28-25.pdf</a>	Cover Sheet	Cover Memo

# Personnel Change of Status

( Jan 23, 2025 )

Commissioners' Court Date: 01-28-2025  
Department Submitting Information: Human Resources  
Purpose of Submissions: Consider and Take Action on Change

## Employment

Department Name	Employee Name
Exposition Center - Administration	Glodz, Damian*
Human Resources - Administration	Garcia, Jonathan*

## Separations

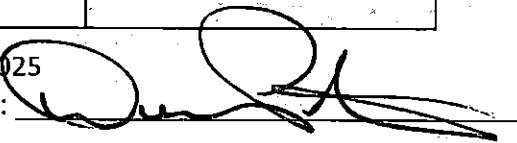
Department Name	Employee Name
Juvenile Services - Detention	Rogers, Lloyd
Sheriff Office - Jail Administration	Senal, Nikko

## Personnel Action Forms

Department Name	Employee Name
District Attorney	James, Amanda
Emergency Management - Administration	Ware, Jason
Tax Assessor - Collector - Administration	Williams, Lequnia

Approved in Commissioners' Court: 01-28-2025

County Judge's or Commissioner's Signature:



\*Correction to Hire Date



**BRAZOS COUNTY  
BRYAN, TEXAS**

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DEPARTMENT: NUMBER:

DATE OF COURT MEETING: 1/28/2025

ITEM: Approval of Payment of Claims:  
• a. 8207622 - 8207706  
• b. 9203323 - 9203373

TO: Commissioners Court

DATE: 01/22/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

**File Name**

**Description**

**Type**

[Bill\\_List-Public\\_01.28.25.pdf](#)

Payment of Claims

Backup Material

**Bill List Commissioners Court**

Time run: 1/24/2025 10:52:31 AM

Account	Account Description	Supplier Number	Party Name	Identifying PO	Invoice Number	Invoice Line Amount
01000-00000000-20000100-00000-0000-0000000	General Fund-No Value-Cash Advance \- Subledger Total-No Value-No Value-No Value	Employee	Angel*****		ADV000293015834	813.88
			Deyan*****		ADV000293016176	595.00
			Laure*****		ADV000290980557	1,102.14
			Merce*****		ADV000293016072	813.88
01000-00000000-27060000-00000-0000-0000000	General Fund-No Value-Copier Paper-No Value-No Value-No Value	94806	Perry	250001836	IN-1569909	1,839.60
01000-00000000-27140000-00000-0000-0000000	General Fund-No Value-Dyed Diesel-No Value-No Value-No Value	97508	Fikes*****	250000502	INV-051970	5,175.24
01000-00000000-27150000-00000-0000-0000000	General Fund-No Value-Diesel-No Value-No Value-No Value	97508	Fikes*****	250000502	INV-051970	4,178.66
01000-00000000-27210000-00000-0000-0000000	General Fund-No Value-Gasoline-No Value-No Value-No Value	97508	Fikes*****	250000502	INV-051970	10,481.79
01000-00000000-30011000-00000-0000-0000000	General Fund-No Value-A/P Appellate Judicial System Fund-No Value-No Value-No Value	101413	Tenth*****s		DEC24APPELLATE	890.00
01000-00000000-30019000-00000-0000-0000000	General Fund-No Value-A/P Alternative Dispute Resolution Fund-No Value-No Value-No Value	9756	Dispu*****nter - Brazos Valley		DEC24ALTDISP	4,525.00
01000-00000000-30341000-00000-0000-0000000	General Fund-No Value-Deposits Payable \- Expo Center-No Value-No Value-No Value	103072	Kuntr*****ng - Refund		R25954	250.00
		103073	Walk *****Refund		R28242	250.00
01000-00000000-37200100-00000-0000-0000000	General Fund-No Value-Deferred Revenue \- District Clerk-No Value-No Value-No Value	19432	McCre*****g & Allen		ABSTRACTFEED2024	3,598.05
		61919	Dalla*****		DALLASPCT2DEC2024	240.00
		90758	Brazo*****		BRAZORIASODEC2024	75.00
01000-10000100-61110000-00000-0000-0000000	General Fund-County Judge \- Administration-Conference & Seminar Fees-No Value-No Value-No Value	95956	Diner*****	250002059	267871	275.00
01000-11000100-61280000-00000-0000-0000000	General Fund-Commissioners Court \- Administration-Dues-No Value-No Value-No Value	8983	Count*****ssioners Association of Texas	250002065	01-15-2025	3,744.00
01000-11000500-60620000-00000-0000-0000000	General Fund-Non\ -Departmental-Postage & Shipping-No Value-No Value-No Value	1055	FedEx*****	250001240	8-741-63836	22.36
		96925	Integ	250000513	0125BCA 28637	10,000.00 5,866.23
01000-11000500-61010000-00000-0000-0000000	General Fund-Non\ -Departmental-Advertising \- Legal Notices-No Value-No Value-No Value	95234	Thryv*****	250000361	610062450923	93.00
01000-11000500-61880000-00000-0000-0000000	General Fund-Non\ -Departmental-Utilities Expenditure-No Value-No Value-No Value	20	Bryan*****	250000589	2043085 1224	246.87
		7490	Colle*****ties	250000585	4714752976 1224	214.15
01000-11000500-71025000-00000-0000-0000000	General Fund-Non\ -Departmental-Contract Services-No Value-No Value-No Value	96925	Integ	250000513	28637	2,476.02
01000-11001000-65400000-00000-0000-0000000	General Fund-Boonville Cemetery-Grounds Maintenance-No Value-No Value-No Value	102838	The U*****LC	250001163	34383	17,600.00
01000-11002000-73120000-00000-0000-0000000	General Fund-Community Support-	938	Aggie*****ety	250000780	FY25 0225	17,416.66

Account	Account Description	Supplier Number	Party Name	Identifying PO	Invoice Number	Invoice Line Amount
	Brazos Animal Shelter-No Value-No Value-No Value					
01000-11002000-73420000-00000-0000-0000000	General Fund-Community Support-Brazos Valley Economic Development Cor-No Value-No Value-No Value	7130	Brazo*****c Development Corporation	250000564	FY25 0125	29,166.66
01000-11002000-73680000-00000-0000-0000000	General Fund-Community Support-Salvation Army of Bryan/College Station-No Value-No Value-No Value	102952	The S***** Bryan/College Station	250000884	BRAZOS-11725	25,000.00
01000-11003000-73266000-00000-0000-0000000	General Fund-County Fire Protection-College Station EMS Protection-No Value-No Value-No Value	94564	City *****on	250000503	4077	96,425.00
01000-11010000-61210000-00000-0000-0000000	General Fund-Court Support \-Criminal-Court Costs-No Value-No Value-No Value	100469	Raine*****		812	58.50
01000-11010000-72201000-00000-1102-0000000	General Fund-Court Support \-Criminal-Court Appointed Attorneys \- County Court at Law #1-No Value-Adult Felony-No Value	100000	Law O*****Andreski, PC		unfiled 1/17/25	0.00
01000-11010000-72201000-00000-1104-0000000	General Fund-Court Support \-Criminal-Court Appointed Attorneys \- County Court at Law #1-No Value-Adult Misdemeanor-No Value	100000	Law O*****Andreski, PC		2400389	650.00
					2500070	650.00
		100598	McLai*****C		2402305	650.00
		102584	The M*****		2404771	650.00
		801423	Davis*****		2301478	363.00
					2402215	362.00
		91523	Herna*****		2403083	650.00
		95611	Law O*****helps, PC, The		2204794	650.00
			Law O*****helps, PC, The		2202159*	650.00
			2400789	650.00		
01000-11010000-72202000-00000-1104-0000000	General Fund-Court Support \-Criminal-Court Appointed Attorneys \- County Court at Law #2-No Value-Adult Misdemeanor-No Value	91523	Herna*****		2402753	650.00
		92302	Turnb*****PLLC		2401048	1,400.00
		95611	Law O*****helps, PC, The		2402017	650.00
		96232	Meece*****		2400060	650.00
01000-11010000-72202100-00000-1104-0000000	General Fund-Court Support \-Criminal-Investigator Fees \- CCL#2-No Value-Adult Misdemeanor-No Value	92302	Turnb*****PLLC		2401048	137.97
01000-11010000-72203000-00000-1102-0000000	General Fund-Court Support \-Criminal-Court Appointed Attorneys \- Preindictment/Dismissal-No Value-Adult Felony-No Value	100000	Law O*****Andreski, PC		unfiled 1-16-25	75.00
					unfiled 1/17/25	1,000.00
		100598	McLai*****C		unfiled 1-16-25	75.00
					unfiled 1-17-25	1,000.00
		92302	Turnb*****PLLC		2401048	1,000.00
		95611	Law O*****helps, PC, The		unfiled 1-15-25	537.00
	Law O*****helps, PC, The		unfiled 9/17/24	725.00		
01000-11010000-72203000-00000-1104-0000000	General Fund-Court Support \-	95611	Law O*****helps, PC, The		unfiled 1/15/25	650.00

Account	Account Description	Supplier Number	Party Name	Identifying PO	Invoice Number	Invoice Line Amount	
01000-11010000-72203000-00000-1104-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- Preindictment/Dismissal-No Value-Adult Misdemeanor-No Value	95611	Law O*****helps, PC, The		unfiled 9/17/24	0.00	
01000-11010000-72204000-00000-1100-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- 472nd-No Value-Juvenile-No Value	801423	Davis*****		237-J-22	287.50	
					238-J-22	287.50	
					26-J-22	287.50	
					290-J-22	287.50	
					312-J-24	75.00	
					381-J-24	75.00	
		801838	Gendr*****		124-J-24	2,000.00	
		96520	Thoma*****		272-J-23 11725	150.00	
					101-J-22	75.00	
			135-J-23	75.00			
01000-11010000-72204000-00000-1102-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- 472nd-No Value-Adult Felony-No Value	805046	Gusti*****orney PLLC		2403163	0.00	
01000-11010000-72205000-00000-1102-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- 85th-No Value-Adult Felony-No Value	100598	McLai*****C		2400145	1,000.00	
					2403191	1,000.00	
		800568	Lewis*****y		2303764	0.00	
		802239	Gimbe*****		2300836*	1,000.00	
		805046	Gusti*****orney PLLC		2403163	1,000.00	
01000-11010000-72206000-00000-1102-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- 272nd-No Value-Adult Felony-No Value	100598	McLai*****C		2401629	863.00	
					2401630	862.00	
		800568	Lewis*****y		2303764	1,000.00	
		801423	Davis*****		2403952	1,000.00	
		95611	Law O*****helps, PC, The			2101453	1,000.00
						2403951	538.00
						2100031-1	306.25
						2205110	820.00
						2205111	821.00
						2301946	306.25
						2303263	306.25
						2304148	306.25
			2401195*	187.50			
			2401803	999.00			
96232	Meece*****			2301414	999.00		
				2404679	1,000.00		
01000-11010000-72206000-00000-1104-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- 272nd-No Value-Adult Misdemeanor-No Value	95611	Law O*****helps, PC, The		2002774	218.75	
					2205125	218.75	
					2300979	218.75	
					2300980	218.75	
					2204124	267.00	
	Law O*****helps, PC, The						

Account	Account Description	Supplier Number	Party Name	Identifying PO	Invoice Number	Invoice Line Amount	
01000-11010000-72206000-00000-1104-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- 272nd-No Value-Adult Misdemeanor-No Value	95611	Law O*****helps, PC, The		2300436	84.00	
					2302912	268.00	
		96232	Meece*****		2401802	266.00	
					2203184	476.00	
01000-11010000-72206100-00000-1104-000000	General Fund-Court Support \- Criminal-Investigator Fees \- 272nd-No Value-Adult Misdemeanor-No Value	95611	Law O*****helps, PC, The		2300436	450.00	
01000-11010000-72207000-00000-1102-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- 361st-No Value-Adult Felony-No Value	100000	Law O*****Andreski, PC		1900123	538.00	
					2202125	1,750.00	
					2401615	537.00	
		100598	McLai*****C		2200718	436.00	
					2200722	434.00	
					2200723	435.00	
					2304806	650.00	
					2304807	651.00	
					2401213	1,000.00	
					2402962	1,000.00	
					2403438	1,000.00	
		102455	Law O*****mit		2403401	75.00	
					2403402	1,750.00	
					2403803	1,000.00	
		102584	The M*****		2403553	1,000.00	
		805046	Gusti*****orney PLLC		2201477	538.00	
					2401382	537.00	
		91624	James*****gelhauer & Ask		1802879	8,660.00	
					2402807	1,750.00	
		95611	Law O*****helps, PC, The		2203912	383.00	
					2204840	384.00	
					2204841	383.00	
					2300156	368.00	
					2401177	368.00	
					2401178	368.00	
					2401179	368.00	
					Law O*****helps, PC, The	2303263	0.00
						2304230*	1,000.00
2304242	750.00						
2400705	1,139.00						
2400706	1,139.00						
2400707	1,139.00						
2401601	1,140.50						
2203651*	38.00						
96232	Meece*****		2404674	37.00			



Account	Account Description	Supplier Number	Party Name	Identifying PO	Invoice Number	Invoice Line Amount
01000-11010000-72207000-00000-1102-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- 361st-No Value-Adult Felony-No Value	96520	Thoma*****		2404496	1,000.00
		97495	Calde*****PLLC		2404417	1,000.00
01000-11010000-72207000-00000-1104-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- 361st-No Value-Adult Misdemeanor-No Value	100000	Law O*****Andreski, PC		2104236	650.00
		100598	McLai*****C		2000136	284.00
					2002695	286.00
					2203503	650.00
					2304114	424.00
		102455	Law O*****mit		2403040	650.00
		102584	The M*****		2402663	200.00
		91624	James*****gelhauer & Ask		1703797	5,627.50
		95611	Law O*****helps, PC, The		2202702	239.00
					2303309	239.00
	Law O*****helps, PC, The		2300940	487.00		
			2300942	488.00		
96232	Meece*****		2404048	650.00		
01000-11010000-72207100-00000-1102-000000	General Fund-Court Support \- Criminal-Investigator Fees \- 361st-No Value-Adult Felony-No Value	95611	Law O*****helps, PC, The		2400705	937.00
					2400706	938.00
					2400707	936.00
					2401601	939.00
		96232	Meece*****		2203651*	500.00
					2404674	500.00
01000-11010000-72208000-00000-0000-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- Juvenile-No Value-No Value-No Value	102636	Gendr*****	250000573	FY25 0125	28,125.00
01000-11010000-72209000-00000-0000-000000	General Fund-Court Support \- Criminal-Court Appointed Interpreter-No Value-No Value-No Value	101573	Lone *****g LLC		2243	200.00
		92425	Zaval*****		25-0101	482.50
					25-0102	482.50
					25-0103	482.50
96664	Ag Tr*****terpretation Services Llc		422	620.00		
01000-11010000-72660000-00000-0000-000000	General Fund-Court Support \- Criminal-Psychiatric Services-No Value-No Value-No Value	92512	Sam H*****versity		21295	550.00
		96087	Rocke*****PhD PLLC		140023895	2,400.00
					140023896	1,575.00
01000-11022720-72110000-00000-1005-000000	General Fund-Court Support \- Child Protective Svc \- 272nd-Attorney Fees-No Value-Children-No Value	102621	Law O*****Medina PLLC		21000066 11725 30	30.00
					21000066 11725 420	420.00
					21000519 111725 60	60.00
					22002062 11725 70	70.00
		95968	Forem*****LC		20001405 12125 25125	251.25
					20001584 12125 25	25.00
					23002492 11625 400	400.00
01000-11023610-72110000-00000-1001-000000	General Fund-Court Support \- Child Protective Svc \- 361st-Attorney	101503	Meyer*****		23001559 11625 4050	4,050.00

Account	Account Description	Supplier Number	Party Name	Identifying PO	Invoice Number	Invoice Line Amount
	Fees-No Value-Custodial Parents-No Value					
01000-11023610-72110000-00000-1005-000000	General Fund-Court Support \- Child Protective Svc \- 361st-Attorney Fees-No Value-Children-No Value	102621	Law O*****Medina PLLC		24003010 11625 120 24003574 11625 370	120.00 370.00
01000-11024720-72110000-00000-1001-000000	General Fund-Court Support Child Protective Svc \- 472nd-Attorney Fees-No Value-Custodial Parents-No Value	101281	McKer*****		23003262 11525 140 23003280 24000288 11525 140 24001913 11525 290	140.00 210.00 140.00 290.00
01000-11024720-72110000-00000-1002-000000	General Fund-Court Support Child Protective Svc \- 472nd-Attorney Fees-No Value-Non Custodial Parents-No Value	101281	McKer*****		23003490 11525 270	270.00
01000-11024720-72110000-00000-1005-000000	General Fund-Court Support Child Protective Svc \- 472nd-Attorney Fees-No Value-Children-No Value	101281	McKer*****		23003437 11525 290 24001661 11525 30	290.00 30.00
01000-11028500-72110000-00000-1001-000000	General Fund-Court Support \- Child Protective Svc \- 85th-Attorney Fees-No Value-Custodial Parents-No Value	101281	McKer*****		23002403 11525 610	610.00
01000-11050000-72202000-00000-0000-000000	General Fund-Court Support \- Guardianship-Court Appointed Attorneys \- County Court at Law #2-No Value-No Value-No Value	95939	Law O*****S Charles PLLC		849-G	915.00
01000-11050000-72202300-00000-0000-000000	General Fund-Court Support \- Guardianship-Other Litigation Expenses \- CCL#2-No Value-No Value-No Value	95939	Law O*****S Charles PLLC		849-G	47.50
01000-11100000-61880000-00000-0000-000000	General Fund-Fleet Shop \- Light Equipment \- Administration-Utilities Expenditure-No Value-No Value-No Value	20	Bryan*****	250000599	2016104 0125	579.47
01000-11100000-65720000-00000-0000-000000	General Fund-Fleet Shop \- Light Equipment \- Administration-Shop Supplies-No Value-No Value-No Value	97311	Kimba*****	250000459	102968594	385.50
01000-11100000-65950000-00000-0000-000000	General Fund-Fleet Shop \- Light Equipment \- Administration-Vehicle Maintenance-No Value-No Value-No Value	10090	Sterl*****	250000019	5278472	52.74
				250001952	5278553	80.00
		21268	Brazo*****	250000013	081202-24.	7.50
					081203-24.	7.50
		3354	O'Rei*****	250001291	2016-295871	169.99
					2016-295881	22.42
					2016-296276	169.99
					2016-296307	40.18
		3486	GT Di*****	250000860	inv1031763	66.29
		802094	Rodri*****ment & Auto Repair Inc	250000048	38354	70.00
		96665	Colle*****Lincoln LLC	250000022	416270	242.38
01000-11200200-60400000-00000-0000-000000	General Fund-Collections \- Administration-Investigation	19886	Lexis*****ions	250002066	1100075815	50.00

Account	Account Description	Supplier Number	Party Name	Identifying PO	Invoice Number	Invoice Line Amount
	Supplies-No Value-No Value-No Value					
01000-11210020-61010000-00000-0000-0000000	General Fund-Elections Administrator-Advertising \- Legal Notices-No Value-No Value-No Value	96357	Eagle*****	250002091	121857	132.63
01000-11210020-61880000-00000-0000-0000000	General Fund-Elections Administrator-Utilities Expenditure-No Value-No Value-No Value	20	Bryan*****	250000598	2046467 1224	597.39
01000-12500100-61680000-00000-0000-0000000	General Fund-Risk Management \- Administration-Training-No Value-No Value-No Value	95956	Diner*****	250001960	OFL51589	159.00
				250001961	2264622	168.99
01000-12500100-65010000-00000-0000-0000000	General Fund-Risk Management \- Administration-Accidents & Claims-No Value-No Value-No Value	801553	City*****	250001619	9869	2,537.63
				250002083	9870	2,363.83
01000-13000100-61110000-00000-0000-0000000	General Fund-Tax Assessor \- Collector \- Administration-Conference & Seminar Fees-No Value-No Value-No Value	96898	Texas*****tension Service	250002020	E512103	30.00
				250002034	E512104	135.00
				250002041	E512105	135.00
01000-13000100-71025000-00000-0000-0000000	General Fund-Tax Assessor \- Collector \- Administration-Contract Services-No Value-No Value-No Value	21070	Cummi*****	250002090	1479559	1,705.00
01000-14000006-65150000-00000-0000-0000000	General Fund-Information Technology \- Non Capital-Computer Maintenance-No Value-No Value-No Value	95956	Diner*****	250002038	BVZH345301	260.07
01000-14000006-71020000-00000-0000-0000000	General Fund-Information Technology \- Non Capital-Computer Contracts-No Value-No Value-No Value	1335	Avine*****roage)	250001727	331054	31,560.00
01000-14000006-71025000-00000-0000-0000000	General Fund-Information Technology \- Non Capital-Contract Services-No Value-No Value-No Value	95306	Texas*****ty System Inc	250000247	OCB25-00678	50.00
01000-14000100-61110000-00000-0000-0000000	General Fund-Information Technology \- Administration-Conference & Seminar Fees-No Value-No Value-No Value	95956	Diner*****	250002060	DH93Q38X*	599.00
01000-17000006-71025000-00000-0000-0000000	General Fund-Facility Services \- Non Capital-Contract Services-No Value-No Value-No Value	91287	Hunto*****	250000861	JC92174	102,709.60
01000-17000100-60440000-00000-0000-0000000	General Fund-Facilities Services \- Administration-Janitorial Supplies-No Value-No Value-No Value	102462	TK Sa*****	250002042	041951	666.40
		11869	Lowe*****	250001528	985744	264.81
		91161	Prost*****	250001950	S1230063.001	818.64
01000-17000100-61880000-00000-0000-0000000	General Fund-Facilities Services \- Administration-Utilities Expenditure-No Value-No Value-No Value	20	Bryan*****	250000608	2409871 1224	233.29
01000-17000100-65050000-00000-0000-0000000	General Fund-Facilities Services \- Administration-Building Maintenance-No Value-No Value-No Value	11869	Lowe*****	250000143	985633	355.79
					988841	140.25
		93186	Batte*****	250000128	P79710426	84.00

Account	Account Description	Supplier Number	Party Name	Identifying PO	Invoice Number	Invoice Line Amount				
01000-17000100-65050000-00000-0000-000000	General Fund-Facilities Services \- Administration-Building Maintenance-No Value-No Value-No Value	96354	FastS*****	250000166	2853606	98.72				
					2866532	28.53				
					2867196	2.48				
					2878864	74.30				
					2925330	3.45				
01000-17000100-65051000-00000-0000-000000	General Fund-Facilities Services \- Administration-Air Conditioning/Heating Maintenance-No Value-No Value-No Value	102931	Hunto*****	250001926	DI036252	677.05				
					DI036253	1,239.42				
				250001929	IN1125652	1,964.04				
		11807	Grain*****	250000154	9376596087	399.54				
						11869	Lowe*****	250000096	987140	85.48
										321
						10435754	34.72			
						250001765	10435571	679.51		
						95824	Hunto*****	250000146	IN1125595	396.63
										97431
01000-17000100-65052000-00000-0000-000000	General Fund-Facilities Services \- Administration-Carpentry & Building Repair-No Value-No Value-No Value	95001	Sherw*****nc	250000084	2171-4	75.10				
01000-17000100-65053000-00000-0000-000000	General Fund-Facilities Services \- Administration-Electrical System Maintenance-No Value-No Value-No Value	11869	Lowe*****	250000109	988812	70.20				
01000-17000100-65056000-00000-0000-000000	General Fund-Facilities Services \- Administration-Plumbing Maintenance-No Value-No Value-No Value	11869	Lowe*****	250000112	981612	59.76				
					494	Valle*****upply Co Inc	250001722	408312	345.95	
									93501	Mark*****
INV002194734	391.68									
01000-17000100-65057000-00000-0000-000000	General Fund-Facilities Services \- Administration-Remodel Projects-No Value-No Value-No Value	11869	Lowe*****	250001471	978870	52.67				
01000-17000100-65058000-00000-0000-000000	General Fund-Facilities Services \- Administration-Appliance Maintenance-No Value-No Value-No Value	100206	GE Ap*****	250001881	174042616	747.40				
01000-17000100-71025000-00000-0000-000000	General Fund-Facilities Services \- Administration-Contract Services-No Value-No Value-No Value	91287	Hunto*****	250000861	JC92174	2,911.30				
01000-17000100-71500000-00000-0000-000000	General Fund-Facilities Services \- Administration-Rental \- Equipment-No Value-No Value-No Value	91287	Hunto*****	250002035	SVC272622	2,642.00				
01000-17000100-71512000-00000-0000-000000	General Fund-Facilities Services \- Administration-Rental \- Uniforms-No Value-No Value-No Value	19837	Unifi*****	250000036	2960117153	14.28				
					2960117158	102.66				
					2960117159	10.96				
					2960117161	9.67				
01000-17000200-65400000-00000-0000-000000	General Fund-Landscaping-Grounds	97596	Amazo*****	250001941	1KK1-G9MM-DLTY	217.53				

Account	Account Description	Supplier Number	Party Name	Identifying PO	Invoice Number	Invoice Line Amount
	Maintenance-No Value-No Value-No Value					
01000-17000200-71512000-00000-0000-0000000	General Fund-Landscaping-Rental \- Uniforms-No Value-No Value-No Value	19837	Unifi*****	250000036	2960117158	2.86
01000-19000100-61110000-00000-0000-0000000	General Fund-District Attorney \- Administration-Conference & Seminar Fees-No Value-No Value-No Value	95956	Diner*****	250002022	22445376	1,947.00
01000-21000100-71300000-00000-0000-0000000	General Fund-County Clerk \- Administration-Microfilming, Recording & Scan-No Value-No Value-No Value	101248	GovOS*****	250001090	INV-8530*	4,256.41
01000-22000100-61490000-00000-0000-0000000	General Fund-85th District Court \- Administration-Petit Jury Expense-No Value-No Value-No Value	95512	Longh*****house Inc	250002081	Check #153	248.94
01000-22000100-61900000-00000-0000-0000000	General Fund-85th District Court \- Administration-Visiting Court Reporters-No Value-No Value-No Value	100469	Raine*****		810	1,151.20
01000-22300100-61500000-00000-0000-0000000	General Fund-472nd District Court \- Administration-Printing-No Value-No Value-No Value	1229	Alpha*****	250001878	68419	125.00
01000-22700100-61040000-00000-0000-0000000	General Fund-County Specialty Court Program-Awards & Recognitions-No Value-No Value-No Value	7800	Award*****	250001860	54644-1	42.00
				250001861	54644-2	72.00
01000-22700100-61210000-00000-0000-0000000	General Fund-County Specialty Court Program-Court Costs-No Value-No Value-No Value	19620	Brazo*****ct	250002002	356289	160.00
01000-24301100-61060000-00000-0000-0000000	General Fund-Justice of Peace \- Precinct 3 \- Administration-Bonds-No Value-No Value-No Value	90208	CNA S*****		01131879TX-25	50.00
01000-24301100-61880000-00000-0000-0000000	General Fund-Justice of Peace \- Precinct 3 \- Administration-Utilities Expenditure-No Value-No Value-No Value	7490	Colle*****ties	250000611	1363371733 1224	312.22
01000-26002000-61730000-00000-0000-0000000	General Fund-Health Department \- Support-Telephone \- Long Distance-No Value-No Value-No Value	16011	Depar*****tion Resources		25120869N	5.62
01000-26002000-61880000-00000-0000-0000000	General Fund-Health Department \- Support-Utilities Expenditure-No Value-No Value-No Value	20	Bryan*****	250000615	2063650 1224	2,000.37
		60	Atmos*****	250000614	3042120522 1224	1,124.42
01000-28000100-60080000-00000-0000-0000000	General Fund-Sheriff Office \- Administration-Clothing/Uniforms-No Value-No Value-No Value	93357	Galls*****	250001927	030157123	87.52
01000-28000100-60400000-00000-0000-0000000	General Fund-Sheriff Office \- Administration-Investigation Supplies-No Value-No Value-No Value	1995	Sirch*****ompany LLC	250001779	0676815-IN	303.36
01000-28000100-60600000-00000-0000-0000000	General Fund-Sheriff Office \-	93186	Batte*****	250002031	P79594829	145.00

Account	Account Description	Supplier Number	Party Name	Identifying PO	Invoice Number	Invoice Line Amount
	Administration-Office Supplies-No Value-No Value-No Value					
01000-28000100-61110000-00000-0000-0000000	General Fund-Sheriff Office \- Administration-Conference & Seminar Fees-No Value-No Value-No Value	95956	Diner*****	250002006	01232025 Dobbins	495.00
		96130	Calib*****	250002082	01232025 Greiner	495.00
01000-28000100-61520000-00000-0000-0000000	General Fund-Sheriff Office \- Administration-Recruiting-No Value-No Value-No Value	16490	Wal-M*****c	250002032	127309	716.00
					00383	27.96
					04091	12.00
01000-28000100-61880000-00000-0000-0000000	General Fund-Sheriff Office \- Administration-Utilities Expenditure-No Value-No Value-No Value	20	Bryan*****	250000320	2213212 0125	4,021.85
01000-28000100-65950000-00000-0000-0000000	General Fund-Sheriff Office \- Administration-Vehicle Maintenance-No Value-No Value-No Value	102988	Decke*****	250001307	INV12745543887	4,799.97
01000-28002000-60360000-00000-0000-0000000	General Fund-Sheriff Office \- Jail Administration-Furniture Expense-No Value-No Value-No Value	11869	Lowe*****	250002015	900761	370.11
01000-28002000-61500000-00000-0000-0000000	General Fund-Sheriff Office \- Jail Administration-Printing-No Value-No Value-No Value	91345	CC Cr*****	250001821	N787738	130.00
01000-28002000-61880000-00000-0000-0000000	General Fund-Sheriff Office \- Jail Administration-Utilities Expenditure-No Value-No Value-No Value	20	Bryan*****	250000326	2295873 1224	311.60
				250000327	2293418 1224	191.53
				250000328	2043082 1224	28,080.97
				250000329	2042927 1224	11,423.86
				250000330	2427489 1224	469.51
01000-30101100-61060000-00000-0000-0000000	General Fund-Constable Precinct 1 \- Administration-Bonds-No Value-No Value-No Value	161	Anco *****es of Bryan/College Station Inc	250001962	Invoice 33869	71.00
01000-30301100-60500000-00000-0000-0000000	General Fund-Constable Precinct 3 \- Administration-Equipment & I.T. Enhancement-No Value-No Value-No Value	95528	Bearc*****	250001730	5831889	115.92
01000-30301100-61880000-00000-0000-0000000	General Fund-Constable Precinct 3 \- Administration-Utilities Expenditure-No Value-No Value-No Value	7490	Colle*****ties	250000611	1363371733 1224	312.23
01000-30401100-60600000-00000-0000-0000000	General Fund-Constable Precinct 4 \- Administration-Office Supplies-No Value-No Value-No Value	9728	Wilton*****Ltd	250000518	372899	53.46
01000-31000100-60360000-00000-0000-0000000	General Fund-Juvenile Services \- Administration Probation-Furniture Expense-No Value-No Value-No Value	9728	Wilton*****Ltd	250000726	154824	3,826.36
01000-31000100-60600000-00000-0000-0000000	General Fund-Juvenile Services \- Administration Probation-Office Supplies-No Value-No Value-No Value	9728	Wilton*****Ltd	250001787	372929	21.95
01000-31000100-61240000-00000-0000-0000000	General Fund-Juvenile Services \- Administration Probation-Drug Testing-No Value-No Value-No Value	101394	DrugT*****	250002017	183846	950.00

Account	Account Description	Supplier Number	Party Name	Identifying PO	Invoice Number	Invoice Line Amount
	Value					
01000-31000220-60240000-00000-0000-000000	General Fund-Juvenile Services \- Detention-Detention Supplies-No Value-No Value-No Value	92529	Charm*****	250001769	0390924-IN	1,974.10
01000-31000220-60350000-00000-0000-000000	General Fund-Juvenile Services \- Detention-Food and Food Supplements-No Value-No Value-No Value	101646	Gold *****	250000029	3183508	142.91
		101854	Hilan*****mpny LLC	250000018	0540120259019287	250.50
		102244	Broth*****	250000199	00062247	269.80
		96917	Gordo*****nc	250001452	9018401787	1,014.90
01000-31000220-60360000-00000-0000-000000	General Fund-Juvenile Services \- Detention-Furniture Expense-No Value-No Value-No Value	9728	Wilto*****Ltd	250000726	154824	379.56
01000-31000220-61240000-00000-0000-000000	General Fund-Juvenile Services \- Detention-Drug Testing-No Value-No Value-No Value	101394	DrugT*****	250002017	183846	700.00
01000-31000220-61880000-00000-0000-000000	General Fund-Juvenile Services \- Detention-Utilities Expenditure-No Value-No Value-No Value	20	Bryan*****	250000323	2222795 0125	141.38
				250000324	2046376 0125	8,189.66
				250000325	2046379 0125	667.85
01000-36000100-41011000-00000-0000-000000	General Fund-Exposition Center \- Administration-Fees \- Expo Center-No Value-No Value-No Value	101523	City *****d		R29548	346.00
01000-36000100-60315000-00000-0000-000000	General Fund-Exposition Center \- Administration-Event Supplies/Services-No Value-No Value-No Value	97545	Queen*****f Texas	250000836	11494	4,972.50
			Queen*****f Texas		11495	4,972.50
01000-36000100-61880000-00000-0000-000000	General Fund-Exposition Center \- Administration-Utilities Expenditure-No Value-No Value-No Value	20	Bryan*****	250000616	2337552 1224	177.05
				250000617	2212628 1224	942.14
				250000618	2300181 1224	2,441.02
				250000619	2212627 1224	3,339.20
				250000620	2212626 1224	7,892.98
				250000621	2212625 1224	4,067.35
				250000623	2212630 1224	18.30
				250000624	2212629 1224	25.40
				250000625	2380284 1224	213.85
				250000626	2306756 1224	46.50
				250000627	2382791 1224	43.99
				250000628	2382874 1224	16.28
				01000-36000100-65050000-00000-0000-000000	General Fund-Exposition Center \- Administration-Building Maintenance-No Value-No Value-No Value	11869
01000-36000100-71701000-00000-0000-000000	General Fund-Exposition Center \- Administration-Solid Waste \- Hauling-No Value-No Value-No Value	1289	Texas*****e	250001744	468551	165.00
					468552	165.00
					468553	165.00
					468554	165.00
					468555	165.00

Account	Account Description	Supplier Number	Party Name	Identifying PO	Invoice Number	Invoice Line Amount
01000-36000100-71701000-00000-0000-000000	General Fund-Exposition Center \- Administration-Solid Waste \- Hauling-No Value-No Value-No Value	1289	Texas*****e	250001744	468575	165.00
					468657	165.00
					468702	165.00
					468703	165.00
					468711	165.00
					469382	165.00
					469383	165.00
					469384	165.00
					469385	165.00
					469386	165.00
					469399	165.00
					469400	165.00
					469440	165.00
					469585	165.00
					469586	165.00
					469587	165.00
469607	165.00					
469608	165.00					
469609	165.00					
01000-36500100-60440000-00000-0000-000000	General Fund-Brazos Center \- Administration-Janitorial Supplies-No Value-No Value-No Value	21638	Home *****	250002045	845875301	235.48
		94806	Perry	250002047	IN-1569914	96.38
01000-36500100-60500000-00000-0000-000000	General Fund-Brazos Center \- Administration-Equipment & I.T. Enhancement-No Value-No Value-No Value	94806	Perry	250001999	IN-1569774	105.81
01000-36500100-60600000-00000-0000-000000	General Fund-Brazos Center \- Administration-Office Supplies-No Value-No Value-No Value	94806	Perry	250001999	IN-1569774	156.27
01000-36500100-61880000-00000-0000-000000	General Fund-Brazos Center \- Administration-Utilities Expenditure-No Value-No Value-No Value	20	Bryan*****	250000629	2031841 1224	78.27
				250000630	2031846 1224	5,699.80
				250000631	2031845 1224	88.31
				250000632	2031847 1224	37.20
				250000633	2031848 0125	148.66
				250000634	2033340 1224	18.30
01000-38000100-61320009-00000-0000-000000	General Fund-Child Protective Services \- Administration-Foster Care \- Rainbow Room-No Value-No Value-No Value	97596	Amazo*****	250001910	1L1Q-1GRC-H9Q4	485.10
01000-56001000-61880000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Utilities Expenditure-No Value-No Value-No Value	1038	Wicks***** Utility District	250000334	107194 1224	10.51
		20	Bryan*****	250000639	2043190 1224	1,241.14
				250000640	2042812 1224	277.50
				250000668	2042813 1224	1,063.77
01000-56001000-65660000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Road and Bridge \-	11682	Napa *****	250001990	356755	410.44
		11869	Lowes*****	250002037	977155	192.36



Account	Account Description	Supplier Number	Party Name	Identifying PO	Invoice Number	Invoice Line Amount
01000-56001000-65660000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Road and Bridge \- Field Supplies-No Value-No Value-No Value					
01000-56001000-65690000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Bridge Maintenance-No Value-No Value-No Value	101555	Goodw*****	250001295	4006	1,200.00
				250001297	4011	1,500.00
				250001298	4012	1,500.00
				250001299	4013	1,500.00
				250001300	4018	1,500.00
				250001301	4014	1,000.00
				250001302	4015	1,500.00
				250001303	4016	1,500.00
				250001304	4017	1,500.00
01000-56001000-71500000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Rental \- Equipment-No Value-No Value-No Value	10153	Musta*****es	250000195	A5558713	3,815.00
				250001776	B0493102	5,445.00
01000-56001000-71512000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Rental \- Uniforms-No Value-No Value-No Value	19837	Unifi*****	250000135	2960117147	178.50
01000-56001000-72320000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Engineering Consulting-No Value-No Value-No Value	101555	Goodw*****	250001195	4004	14,250.00
				250001196	4005	13,770.00
01000-56001000-80715000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Roads \- Capital-No Value-No Value-No Value	101555	Goodw*****	250001187	4049	9,910.00
				250001200	4050	4,000.00
				250001256	4007	6,300.00
				250001569	4010	4,975.00
				250001641	4009	9,190.00
				250001643	4008	24,980.00
01000-56002000-65320000-00000-0000-000000	General Fund-Fleet Shop \- Heavy Equipment-Equipment Maintenance-No Value-No Value-No Value	102949	Holt ***** Texas LLC	250001846	X303047472:01	60.23
		11682	Napa *****	250000093	356854.	(54.00)
					357549	255.87
					358959	(23.32)
		21268	Brazo*****	250000055	003198-25	7.50
					005041-25	7.50
					011408-25	7.50
					026357-25	7.50
					031678-25	7.50
					111118-25	7.50
					145268-25	7.50
					228971-25	7.50
					234264-25	7.50
		351647-25	7.50			
		353925-25	7.50			

Account	Account Description	Supplier Number	Party Name	Identifying PO	Invoice Number	Invoice Line Amount
01000-56002000-65320000-00000-0000-000000	General Fund-Fleet Shop \- Heavy Equipment-Equipment Maintenance-No Value-No Value-No Value	21268	Brazo*****	250000055	S50020-24	7.50
			Brazo*****	250000055	SC2720-25	7.50
			Brazo*****	250000055	001120-24.	7.50
		97529	Lones*****- Bryan	250000898	X220215675:01	693.30
					X220215719:01	141.91
01000-56002000-65500000-00000-0000-000000	General Fund-Fleet Shop \- Heavy Equipment-Oil & Lubricants-No Value-No Value-No Value	97230	Petro*****	250001997	51783183	1,197.12
01000-56002000-65720000-00000-0000-000000	General Fund-Fleet Shop \- Heavy Equipment-Shop Supplies-No Value-No Value-No Value	11682	Napa*****	250001111	358951	11.80
					359033	22.76
		11869	Lowe*****	250001366	993208	23.73
		91900	Linde***** Inc	250000085	47540522	125.08
97311	Kimba*****	250002067	102961099	224.85		
01000-56002000-65950000-00000-0000-000000	General Fund-Fleet Shop \- Heavy Equipment-Vehicle Maintenance-No Value-No Value-No Value	11682	Napa*****	250000093	355451	(54.00)
					358959	(28.07)
				250001393	356853	(38.95)
		96665	Colle*****Lincoln LLC	250000129	416375	324.00
					416376	5.67
01000-56002000-71512000-00000-0000-000000	General Fund-Fleet Shop \- Heavy Equipment-Rental \- Uniforms-No Value-No Value-No Value	19837	Unifi*****	250000062	2960118043	29.23
01000-56005000-61880000-00000-0000-000000	General Fund-Environmental Protection-Utilities Expenditure-No Value-No Value-No Value	1038	Wicks***** Utility District	250000334	115970 1224	39.07
		20	Bryan*****	250000338	2077216 1224	42.60
				250000339	2075818 1224	60.88
				250000340	2075769 1224	57.81
01000-56005000-71701000-00000-0000-000000	General Fund-Environmental Protection-Solid Waste \- Hauling-No Value-No Value-No Value	1289	Texas*****e	250000173	470508	3,305.00
11000-11002500-73751000-00000-0000-000000	Hotel Occupancy Tax Fund-Hotel Occupancy Tax-Texas A&M Agrilife Extension Service-No Value-No Value-No Value	96898	Texas*****tension Service	250002088	E511832	50,000.00
13000-00000000-30999000-00000-0000-000000	Unclaimed Property Fund-No Value-Unclaimed Funds-No Value-No Value-No Value	103074	Robin***** Refund		Jul24-Robinson	876.18
15000-52000100-61620000-00000-0000-000000	Law Library Fund-Law Library Fund \- Administration-Subscriptions & Publications-No Value-No Value-No Value	91607	Lexis*****nder	250000362	4285382C	536.89
20000-21005000-71500000-00000-0000-000000	County Clerk Records Management Fund-County Clerk Management Fund-Rental \- Equipment-No Value-No Value-No Value	101248	GovOS*****	250001091	INV-8530	4,911.90
30000-272300-61500000-00000-0000-000000	Brazos County Grant Fund-Texas Indigent Defense Commission	1229	Alpha*****	250002044	68491	60.00

Account	Account Description	Supplier Number	Party Name	Identifying PO	Invoice Number	Invoice Line Amount
	Grant\ 212\ 25\ C03-Printing-No Value-No Value-No Value					
31000-63340510-8010000-00000-0000-0000000	American Rescue Plan Act-Medical Examiner \- Non Grant Capital-Buildings-No Value-No Value-No Value	102373	Broad*****	250001082	2391500-16	52,097.00
43200-63432600-80715000-00000-0000-0000000	2020 Certificates of Obligation-Road Reconstruction-Roads \- Capital-No Value-No Value-No Value	101555	Goodw*****	240004101	3895 4003	5,880.00 1,680.00
43230-63432304-71025000-00000-0000-0000000	On System road Bond \- TXDOT- Inner Loop East-Contract Services-No Value-No Value-No Value	102497	Quidd*****LLC	240002126	ARIV1030564-10	203,713.57
43230-63432306-71025000-00000-0000-0000000	On System road Bond \- TXDOT- Leonard Road-Contract Services-No Value-No Value-No Value	102445	RG Mi*****nc	240001312	98894-12	72,172.45
43231-63432356-80715000-00000-0000-0000000	Off System Road Bond-Road & Bridge-Roads \- Capital-No Value-No Value-No Value	95596	Larry*****c	240000956	Pay App #13	34,516.06
45000-63111000-80890000-00000-0000-0000000	Capital Improvement Fund-Fleet Shop\ Light Equipment\ Capital-Vehicles-No Value-No Value-No Value	11682 21268	Napa ***** Brazo *****	250001543 250002074	344641 238970	28.45 16.75
45000-63260020-80380000-00000-0000-0000000	Capital Improvement Fund-Health Department Support \- Capital-Improvements \- Non Building-No Value-No Value-No Value	97578	Jacod*****P		1375*	2,678.00
45000-63310001-80380000-00000-0000-0000000	Capital Improvement Fund-Juvenile Services \- Capital-Improvements \- Non Building-No Value-No Value-No Value	97578	Jacod*****P		1375*	2,678.00
45000-63365001-80380000-00000-0000-0000000	Capital Improvement Fund-Brazos Center \- Capital-Improvements \- Non Building-No Value-No Value-No Value	97578	Jacod*****P		1375*	4,888.00
50000-64005000-71110000-00000-0000-0000000	Health and Life Insurance Fund-Group Insurance \- Administration-Administrative Fee \- County-No Value-No Value-No Value	6313	Texas*****Counties		2177252024121501	3,142.94
50000-64005000-71111000-00000-0000-0000000	Health and Life Insurance Fund-Group Insurance \- Administration-Prescription Claims \- County-No Value-No Value-No Value	6313	Texas*****Counties		2177252024121501	309,069.27
50000-64005100-61620000-00000-0000-0000000	Health and Life Insurance Fund-Health & Wellness Clinic-Subscriptions & Publications-No Value-No Value-No Value	97126	Athen*****	250001326	644744	1,037.58
50000-64005100-61750000-00000-0000-0000000	Health and Life Insurance Fund-Health & Wellness Clinic-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	250001707	287310453492X01082025	4.41
91000-53000100-60600000-00000-0000-0000000	Health \- County Health District-Health Department \- Administration-	9728	Wilto*****Ltd	250002029	372915	30.07

Account	Account Description	Supplier Number	Party Name	Identifying PO	Invoice Number	Invoice Line Amount
	Office Supplies-No Value-No Value-No Value					
91000-53000100-71025000-00000-0000-0000000	Health \- County Health District-Health Department \- Administration-Contract Services-No Value-No Value-No Value	94324	Audio*****Inc	250000394	77128	35.00
91000-53001000-61110000-00000-0000-0000000	Health \- County Health District-Environmental Services Administration-Conference & Seminar Fees-No Value-No Value-No Value	10336	Texas***** Extension Service		BB7310739	595.00
91000-53001000-61280000-00000-0000-0000000	Health \- County Health District-Environmental Services Administration-Dues-No Value-No Value-No Value	95956	Diner*****	250001616	551BAPN00077461_11625	76.94
91000-53001000-65950000-00000-0000-0000000	Health \- County Health District-Environmental Services Administration-Vehicle Maintenance-No Value-No Value-No Value	11682	Napa *****	250000396	357915	107.42
91000-53001000-80890000-00000-0000-0000000	Health \- County Health District-Environmental Services Administration-Vehicles-No Value-No Value-No Value	21268	Brazo*****	250002075	238758	16.75
		7822	Ag So*****	250001939	56614	200.00
		91345	CC Cr*****	250001867	N788046	22.50
<b>Grand Total</b>						<b>1,536,607.41</b>



**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT: Budget Office

NUMBER:

DATE OF COURT MEETING: 1/28/2025

ITEM: Acknowledgement of the FY 2024-2025 Budget to Actuals by Fund as of January 22, 2025.  
Acknowledgement of the FY 2024-2025 Contingency Budget to Actuals by Fund as of January 22, 2025.

TO: Commissioners Court

FROM: Nina Payne

DATE: 01/22/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

<b><u>File Name</u></b>	<b><u>Description</u></b>	<b><u>Type</u></b>
<a href="#">Budget to Actuals FY 2025.pdf</a>	FY 2024-2025 Budget to Actuals by Fund as of 1/22/2025	Backup Material
<a href="#">FY 25 Contingency Budget to Actuals Fund.pdf</a>	FY 2024-2025 Contingency Budget to Actuals by Fund as of 1/22/2025	Backup Material

**Brazos County, Texas**  
**FY 2024-2025 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**  
**(Unaudited)**

Fund: 01000 General Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date	Percent Received
<b>Taxes</b>	<b>119,608,263</b>	<b>131,167,122</b>	<b>139,852,629</b>	<b>74,541,926</b>	<b>53%</b>
Charges for Services	14,373,002	13,985,011	13,624,275	2,242,492	16%
<b>Interest Income</b>	<b>8,311,341</b>	<b>12,656,049</b>	<b>10,275,000</b>	<b>2,340,897</b>	<b>23%</b>
Other Revenue	1,265,902	2,820,246	1,086,700	330,238	30%
<b>Reserves</b>	<b>-</b>	<b>0</b>	<b>101,741,160</b>	<b>-</b>	<b>-</b>
Intergovernmental	8,218,468	968,398	857,002	318,904	37%
<b>Other Financing Sources</b>	<b>215,777</b>	<b>190,452</b>	<b>210,000</b>	<b>103,411</b>	<b>49%</b>
<b>Total Revenue</b>	<b>\$151,992,753</b>	<b>\$161,787,279</b>	<b>\$267,646,766</b>	<b>\$79,877,868</b>	<b>30%</b>

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date	Percent Spent
<b>Salaries and Wages</b>	<b>49,486,058</b>	<b>57,114,903</b>	<b>65,886,023</b>	<b>16,929,294</b>	<b>26%</b>
<b>Outside Labor Costs</b>	<b>104,348</b>	<b>177,763</b>	<b>163,000</b>	<b>107,562</b>	<b>66%</b>
<b>Benefits</b>	<b>27,183,091</b>	<b>31,575,201</b>	<b>37,844,757</b>	<b>10,128,988</b>	<b>27%</b>
<b>Supplies and Other Charges</b>	<b>9,058,121</b>	<b>9,412,807</b>	<b>12,861,535</b>	<b>3,724,208</b>	<b>29%</b>
<b>Contingency</b>	<b>-</b>	<b>-</b>	<b>7,173,793</b>	<b>-</b>	<b>-</b>
<b>Repairs and Maintenance</b>	<b>4,532,190</b>	<b>9,794,592</b>	<b>21,788,638</b>	<b>2,418,918</b>	<b>11%</b>
<b>Contractual Services</b>	<b>9,372,616</b>	<b>8,872,895</b>	<b>10,745,147</b>	<b>3,120,412</b>	<b>29%</b>
<b>Professional Services</b>	<b>6,379,393</b>	<b>7,516,511</b>	<b>14,152,695</b>	<b>1,772,873</b>	<b>13%</b>
<b>Community Contracts</b>	<b>4,716,979</b>	<b>5,616,842</b>	<b>7,570,308</b>	<b>2,583,103</b>	<b>34%</b>
<b>Capital Outlay</b>	<b>7,260,102</b>	<b>7,220,517</b>	<b>12,168,102</b>	<b>1,445,461</b>	<b>12%</b>
<b>Other Financing Uses</b>	<b>20,917,731</b>	<b>478,638</b>	<b>77,292,768</b>	<b>-</b>	<b>-</b>
<b>Total Expense</b>	<b>\$139,010,628</b>	<b>\$137,780,669</b>	<b>\$267,646,766</b>	<b>\$42,230,818</b>	<b>16%</b>

**Brazos County, Texas**  
**FY 2024-2025 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**  
**(Unaudited)**

Fund: 11000 Hotel Occupancy Tax Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date	Percent Received
Taxes	3,689,821	4,087,515	3,780,000	963,198	25%
Interest Income	119,177	318,887	250,000	67,949	27%
Other Revenue	1,500	2,750	-	-	-
Reserves	-	-	2,340,838	-	-
Other Financing Sources	246,080	46,707	-	-	-
<b>Total Revenue</b>	<b>\$4,056,579</b>	<b>\$4,455,859</b>	<b>\$6,370,838</b>	<b>\$1,031,147</b>	<b>16%</b>

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date	Percent Spent
Salaries and Wages	84,744	75,019	170,364	21,301	13%
Benefits	41,481	36,337	76,620	10,218	13%
Supplies and Other Charges	30,866	32,748	139,175	252	0%
Contingency	-	-	548,989	-	-
Repairs and Maintenance	-	-	2,502,500	-	-
Contractual Services	347,894	175,950	187,690	81,750	44%
Professional Services	24,960	5,300	5,500	5,300	96%
Community Contracts	1,370,205	1,110,866	1,050,000	-	-
Capital Outlay	554,303	563,572	440,000	-	-
Other Financing Uses	-	1,250,000	1,250,000	-	-
<b>Total Expense</b>	<b>\$2,454,451</b>	<b>\$3,249,791</b>	<b>\$6,370,838</b>	<b>\$118,821</b>	<b>2%</b>

**Brazos County, Texas**  
**FY 2024-2025 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**  
**(Unaudited)**

Fund: 12000 State Lateral Road Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date	Percent Received
Interest Income	5,056	13,763	11,000	2,186	20%
Reserves	-	-	244,000	-	-
Intergovernmental	30,347	29,508	29,000	29,502	102%
<b>Total Revenue</b>	<b>\$35,403</b>	<b>\$43,271</b>	<b>\$284,000</b>	<b>\$31,688</b>	<b>11%</b>

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date	Percent Spent
Repairs and Maintenance	-	-	284,000	165,000	58%
<b>Total Expense</b>	<b>-</b>	<b>-</b>	<b>\$284,000</b>	<b>\$165,000</b>	<b>58%</b>



**Brazos County, Texas  
 FY 2024-2025 Budget to Actuals -  
 Revenue and Expenditure  
 Categories Report by Fund  
 (Unaudited)**

Fund: 13000 Unclaimed Property Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date	Percent Received
Interest Income	9,140	23,062	15,000	4,983	33%
Reserves	-	-	94,000	-	-
<b>Total Revenue</b>	<b>\$9,140</b>	<b>\$23,062</b>	<b>\$109,000</b>	<b>\$4,983</b>	<b>5%</b>

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date
Supplies and Other Charges	-	-	21,800	-
Contingency	-	-	87,200	-
<b>Total Expense</b>	<b>-</b>	<b>-</b>	<b>\$109,000</b>	<b>-</b>

**Brazos County, Texas**  
**FY 2024-2025 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**  
**(Unaudited)**

Fund: 15000 Law Library Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date	Percent Received
Charges for Services	164,116	105,074	95,000	20,370	21%
<b>Interest Income</b>	<b>1,942</b>	<b>8,101</b>	<b>5,000</b>	<b>1,788</b>	<b>36%</b>
<b>Reserves</b>	<b>-</b>	<b>-</b>	<b>167,500</b>	<b>-</b>	<b>-</b>
<b>Total Revenue</b>	<b>\$166,057</b>	<b>\$113,175</b>	<b>\$267,500</b>	<b>\$22,158</b>	<b>8%</b>

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date	Percent Spent
Supplies and Other Charges	62,593	65,385	267,500	8,938	3%
<b>Total Expense</b>	<b>\$62,593</b>	<b>\$65,385</b>	<b>\$267,500</b>	<b>\$8,938</b>	<b>3%</b>

**Brazos County, Texas**  
**FY 2024-2025 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**  
**(Unaudited)**

Fund: 16000 Local Provider Participation  
Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date	Percent Received
Taxes	31,728,216	40,008,694	38,000,000	32,797,058	86%
Interest Income	433,637	1,392,213	1,000,000	234,384	23%
Other Revenue	397,231	487,494	480,000	318,276	66%
Reserves	-	-	23,000,000	-	-
<b>Total Revenue</b>	<b>\$32,559,083</b>	<b>\$41,888,401</b>	<b>\$62,480,000</b>	<b>\$33,349,718</b>	<b>53%</b>

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date	Percent Spent
Supplies and Other Charges	134,246	-	-	-	-
Community Contracts	26,044,743	37,357,270	62,460,000	11,595,817	19%
Other Financing Uses	20,000	20,000	20,000	20,000	100%
<b>Total Expense</b>	<b>\$26,198,989</b>	<b>\$37,377,270</b>	<b>\$62,480,000</b>	<b>\$11,615,817</b>	<b>19%</b>

**Brazos County, Texas**  
**FY 2024-2025 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**  
**(Unaudited)**

Fund: 18000 Law Enforcement Education  
Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date
Reserves	-	-	82,738	-
Intergovernmental	14,872	37,584	36,900	-
<b>Total Revenue</b>	<b>\$14,872</b>	<b>\$37,584</b>	<b>\$119,638</b>	-

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date	Percent Spent
Supplies and Other Charges	12,741	25,911	119,638	1,684	1%
<b>Total Expense</b>	<b>\$12,741</b>	<b>\$25,911</b>	<b>\$119,638</b>	<b>\$1,684</b>	<b>1%</b>

**Brazos County, Texas**  
**FY 2024-2025 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**  
**(Unaudited)**

Fund: 19000 Court Records Preservation  
Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date	Percent Received
Charges for Services	623	410	400	20	5%
<b>Interest Income</b>	<b>15,192</b>	<b>36,545</b>	<b>30,000</b>	<b>6,934</b>	<b>23%</b>
<b>Reserves</b>	-	-	<b>699,000</b>	-	-
<b>Total Revenue</b>	<b>\$15,815</b>	<b>\$36,955</b>	<b>\$729,400</b>	<b>\$6,954</b>	<b>1%</b>

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date
Supplies and Other Charges	-	-	30,400	-
Contractual Services	-	-	699,000	-
<b>Total Expense</b>	-	-	<b>\$729,400</b>	-

**Brazos County, Texas**  
**FY 2024-2025 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**  
**(Unaudited)**

Fund: 20000 County Clerk Records  
Management Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date	Percent Received
Charges for Services	364,311	305,258	300,000	80,315	27%
<b>Interest Income</b>	<b>31,036</b>	<b>69,629</b>	<b>60,000</b>	<b>12,975</b>	<b>22%</b>
<b>Reserves</b>	-	-	<b>1,268,000</b>	-	-
<b>Total Revenue</b>	<b>\$395,347</b>	<b>\$374,888</b>	<b>\$1,628,000</b>	<b>\$93,290</b>	<b>6%</b>

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date	Percent Spent
Salaries and Wages	104,059	124,374	134,033	36,618	27%
Benefits	56,889	62,648	84,743	18,816	22%
Supplies and Other Charges	725	17,345	8,500	938	11%
Contingency	-	-	1,074,884	-	-
Repairs and Maintenance	-	-	500	-	-
Contractual Services	327,291	133,123	325,340	15,072	5%
Capital Outlay	-	22,822	-	-	-
<b>Total Expense</b>	<b>\$488,964</b>	<b>\$360,313</b>	<b>\$1,628,000</b>	<b>\$71,445</b>	<b>4%</b>

**Brazos County, Texas  
 FY 2024-2025 Budget to Actuals -  
 Revenue and Expenditure  
 Categories Report by Fund  
 (Unaudited)**

Fund: 20010 County Clerk Archival Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date	Percent Received
Charges for Services	290,550	280,855	275,000	71,675	26%
<b>Interest Income</b>	<b>30,786</b>	<b>74,394</b>	<b>66,000</b>	<b>14,976</b>	<b>23%</b>
<b>Reserves</b>	<b>-</b>	<b>-</b>	<b>1,440,000</b>	<b>-</b>	<b>-</b>
<b>Total Revenue</b>	<b>\$321,336</b>	<b>\$355,249</b>	<b>\$1,781,000</b>	<b>\$86,651</b>	<b>5%</b>

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date	Percent Spent
Contingency	-	-	1,206,000	-	-
Contractual Services	253,734	220,953	575,000	141	0%
<b>Total Expense</b>	<b>\$253,734</b>	<b>\$220,953</b>	<b>\$1,781,000</b>	<b>\$141</b>	<b>0%</b>

**Brazos County, Texas**  
**FY 2024-2025 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**  
**(Unaudited)**

Fund: 22000 Courthouse Security Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date	Percent Received
Charges for Services	115,046	89,005	90,800	19,453	21%
Interest Income	5,325	6,601	-	1,676	-
Reserves	-	-	161,000	-	-
Other Financing Sources	294,951	-	-	-	-
<b>Total Revenue</b>	<b>\$415,322</b>	<b>\$95,606</b>	<b>\$251,800</b>	<b>\$21,128</b>	<b>8%</b>

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date	Percent Spent
Salaries and Wages	375,202	-	-	-	-
Benefits	155,455	0	-	-	-
Supplies and Other Charges	4,033	2,936	2,510	560	22%
Contingency	-	-	168,131	-	-
Repairs and Maintenance	13,633	4,633	20,000	-	-
Contractual Services	-	-	50,000	450	1%
Community Contracts	1,011	1,062	1,159	-	-
Capital Outlay	-	6,263	10,000	-	-
<b>Total Expense</b>	<b>\$549,334</b>	<b>\$14,895</b>	<b>\$251,800</b>	<b>\$1,010</b>	<b>0%</b>



**Brazos County, Texas**  
**FY 2024-2025 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**  
**(Unaudited)**

Fund: 22010 Justice Court Security Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date	Percent Received
Charges for Services	33,424	35,820	34,800	8,147	23%
Interest Income	4,523	12,673	11,000	2,593	24%
Reserves	-	-	256,000	-	-
<b>Total Revenue</b>	<b>\$37,947</b>	<b>\$48,492</b>	<b>\$301,800</b>	<b>\$10,740</b>	<b>4%</b>

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date
Repairs and Maintenance	-	-	64,800	-
Contractual Services	-	-	30,000	-
Professional Services	-	-	57,000	-
Capital Outlay	-	-	150,000	-
<b>Total Expense</b>	<b>-</b>	<b>-</b>	<b>\$301,800</b>	<b>-</b>

**Brazos County, Texas**  
**FY 2024-2025 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**  
**(Unaudited)**

Fund: 23000 District Clerk Records  
Management Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date	Percent Received
Charges for Services	84,461	126,480	120,000	27,359	23%
<b>Interest Income</b>	<b>5,326</b>	<b>14,174</b>	<b>12,000</b>	<b>3,113</b>	<b>26%</b>
<b>Reserves</b>	<b>-</b>	<b>-</b>	<b>297,000</b>	<b>-</b>	<b>-</b>
<b>Total Revenue</b>	<b>\$89,788</b>	<b>\$140,653</b>	<b>\$429,000</b>	<b>\$30,471</b>	<b>7%</b>

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date	Percent Spent
Salaries and Wages	19,979	60,195	77,300	17,173	22%
Benefits	1,553	4,718	19,304	4,255	22%
Contractual Services	149,231	-	312,396	-	-
Professional Services	-	-	20,000	-	-
<b>Total Expense</b>	<b>\$170,763</b>	<b>\$64,914</b>	<b>\$429,000</b>	<b>\$21,428</b>	<b>5%</b>

**Brazos County, Texas**  
**FY 2024-2025 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**  
**(Unaudited)**

Fund: 23010 District Clerk Archival Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date	Percent Received
Charges for Services	595	320	200	5	3%
<b>Interest Income</b>	<b>131</b>	<b>75</b>	<b>65</b>	<b>16</b>	<b>24%</b>
<b>Reserves</b>	-	-	1,500	-	-
<b>Total Revenue</b>	<b>\$726</b>	<b>\$395</b>	<b>\$1,765</b>	<b>\$21</b>	<b>1%</b>

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date
Salaries and Wages	18,345	-	-	-
Benefits	1,426	-	-	-
Professional Services	-	-	1,765	-
<b>Total Expense</b>	<b>\$19,771</b>	-	<b>\$1,765</b>	-

**Brazos County, Texas**  
**FY 2024-2025 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**  
**(Unaudited)**

Fund: 24000 Justice of the Peace  
 Technology Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date	Percent Received
Charges for Services	28,209	30,068	29,200	6,801	23%
<b>Interest Income</b>	<b>4,324</b>	<b>10,515</b>	<b>10,000</b>	<b>734</b>	<b>7%</b>
<b>Reserves</b>	<b>-</b>	<b>-</b>	<b>82,000</b>	<b>-</b>	<b>-</b>
<b>Total Revenue</b>	<b>\$32,534</b>	<b>\$40,584</b>	<b>\$121,200</b>	<b>\$7,535</b>	<b>6%</b>

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date	Percent Spent
Supplies and Other Charges	10,166	13,388	17,800	87	0%
Contingency	-	-	97,200	-	-
Contractual Services	889	-	6,200	-	-
Capital Outlay	-	148,938	-	-	-
<b>Total Expense</b>	<b>\$11,055</b>	<b>\$162,326</b>	<b>\$121,200</b>	<b>\$87</b>	<b>0%</b>

**Brazos County, Texas**  
**FY 2024-2025 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**  
**(Unaudited)**

Fund: 24010 County and District Court  
 Technology Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date	Percent Received
Charges for Services	10,059	8,304	8,400	1,878	22%
<b>Interest Income</b>	<b>2,647</b>	<b>6,831</b>	<b>6,000</b>	<b>1,339</b>	<b>22%</b>
<b>Reserves</b>	<b>-</b>	<b>-</b>	<b>134,000</b>	<b>-</b>	<b>-</b>
<b>Total Revenue</b>	<b>\$12,706</b>	<b>\$15,135</b>	<b>\$148,400</b>	<b>\$3,217</b>	<b>2%</b>

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date
Supplies and Other Charges	-	-	148,400	-
<b>Total Expense</b>	<b>-</b>	<b>-</b>	<b>\$148,400</b>	<b>-</b>

**Brazos County, Texas  
 FY 2024-2025 Budget to Actuals -  
 Revenue and Expenditure  
 Categories Report by Fund  
 (Unaudited)**

Fund: 25000 Forfeiture Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date	Percent Received
Charges for Services	5,329	304	-	43,175	-
<b>Interest Income</b>	<b>918</b>	<b>1,965</b>	-	<b>574</b>	-
<b>Reserves</b>	-	-	<b>37,827</b>	-	-
<b>Total Revenue</b>	<b>\$6,247</b>	<b>\$2,269</b>	<b>\$37,827</b>	<b>\$43,749</b>	<b>116%</b>

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date	Percent Spent
Supplies and Other Charges	2,563	235	17,636	2,420	14%
Contingency	-	-	20,191	-	-
Capital Outlay	5,133	-	-	-	-
<b>Total Expense</b>	<b>\$7,696</b>	<b>\$235</b>	<b>\$37,827</b>	<b>\$2,420</b>	<b>6%</b>

**Brazos County, Texas**  
**FY 2024-2025 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**  
**(Unaudited)**

Fund: 26000 District Attorney Hot Check  
 Collections Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date	Percent Received
Interest Income	113	277	100	53	53%
Other Revenue	150	75	150	75	50%
<b>Reserves</b>	-	-	5,300	-	-
<b>Total Revenue</b>	<b>\$263</b>	<b>\$352</b>	<b>\$5,550</b>	<b>\$128</b>	<b>2%</b>

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date
Contingency	-	-	5,550	-
<b>Total Expense</b>	-	-	<b>\$5,550</b>	-

**Brazos County, Texas  
 FY 2024-2025 Budget to Actuals -  
 Revenue and Expenditure  
 Categories Report by Fund  
 (Unaudited)**

Fund: 27000 Bail Bond Board Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date	Percent Received
Interest Income	2,428	5,975	5,000	1,137	23%
Other Revenue	2,500	2,500	2,500	-	-
<b>Reserves</b>	-	-	<b>114,000</b>	-	-
<b>Total Revenue</b>	<b>\$4,928</b>	<b>\$8,475</b>	<b>\$121,500</b>	<b>\$1,137</b>	<b>1%</b>

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date	Percent Spent
Salaries and Wages	321	-	4,001	-	-
Benefits	113	-	1,011	-	-
Supplies and Other Charges	-	419	6,660	665	10%
Contingency	-	-	109,828	-	-
<b>Total Expense</b>	<b>\$433</b>	<b>\$419</b>	<b>\$121,500</b>	<b>\$665</b>	<b>1%</b>



**Brazos County, Texas  
 FY 2024-2025 Budget to Actuals -  
 Revenue and Expenditure  
 Categories Report by Fund  
 (Unaudited)**

Fund: 28000 Voter Registration Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date
Intergovernmental	16,804	-	-	-
<b>Total Revenue</b>	<b>\$16,804</b>	-	-	-

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date
Supplies and Other Charges	1,071	-	-	-
Contractual Services	15,733	-	-	-
<b>Total Expense</b>	<b>\$16,804</b>	-	-	-

**Brazos County, Texas**  
**FY 2024-2025 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**  
**(Unaudited)**

Fund: 29000 Vehicle Inventory Interest  
Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date	Percent Received
Taxes	8,389	2,465	2,500	-	-
Interest Income	23,620	53,643	48,000	10,163	21%
Reserves	-	-	378,266	-	-
<b>Total Revenue</b>	<b>\$32,009</b>	<b>\$56,108</b>	<b>\$428,766</b>	<b>\$10,163</b>	<b>2%</b>

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date	Percent Spent
Salaries and Wages	-	-	11,100	-	-
Benefits	-	-	2,805	-	-
Supplies and Other Charges	5,117	2,196	26,750	1,604	6%
Contingency	-	-	357,611	-	-
Repairs and Maintenance	240	-	1,000	-	-
Contractual Services	-	-	2,000	-	-
Professional Services	-	-	7,500	-	-
Capital Outlay	-	-	20,000	-	-
<b>Total Expense</b>	<b>\$5,357</b>	<b>\$2,196</b>	<b>\$428,766</b>	<b>\$1,604</b>	<b>0%</b>

**Brazos County, Texas**  
**FY 2024-2025 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**  
**(Unaudited)**

Fund: 30000 Brazos County Grant Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date	Percent Received
Public Health Revenue	0	60,000	-	-	-
Other Revenue	32	-	-	-	-
Intergovernmental	2,603,804	4,272,026	4,261,239	2,094,618	49%
Other Financing Sources	336,489	478,638	1,148,482	-	-
<b>Total Revenue</b>	<b>\$2,940,325</b>	<b>\$4,810,663</b>	<b>\$5,409,721</b>	<b>\$2,094,618</b>	<b>39%</b>

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date	Percent Spent
Salaries and Wages	1,748,464	2,794,329	3,394,634	885,571	26%
Benefits	813,685	1,211,302	1,461,116	370,806	25%
Supplies and Other Charges	106,792	176,139	115,324	27,478	24%
Contingency	-	-	303,192	-	-
Repairs and Maintenance	5,186	3,637	4,900	399	8%
Contractual Services	116,713	403,012	110,055	58,442	53%
Professional Services	-	2,500	2,500	3,000	120%
Capital Outlay	158,206	377,396	18,000	51,788	288%
<b>Total Expense</b>	<b>\$2,949,047</b>	<b>\$4,968,314</b>	<b>\$5,409,721</b>	<b>\$1,397,485</b>	<b>26%</b>

**Brazos County, Texas**  
**FY 2024-2025 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**  
**(Unaudited)**

Fund: 31000 American Rescue Plan Act

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date
Intergovernmental	7,495,180	1,509,822	20,884,000	-
<b>Other Financing Sources</b>	-	-	<b>15,784,000</b>	-
<b>Total Revenue</b>	<b>\$7,495,180</b>	<b>\$1,509,822</b>	<b>\$36,668,000</b>	-

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date	Percent Spent
Expenditures Budgeted in Excess of Actual	7,299,824	(478,903)	-	-	-
Supplies and Other Charges	-	(5,180)	-	-	-
Contractual Services	132,000	813,154	1,668,000	-	-
Capital Outlay	63,356	1,180,752	35,000,000	235,979	1%
<b>Total Expense</b>	<b>\$7,495,180</b>	<b>\$1,509,822</b>	<b>\$36,668,000</b>	<b>\$235,979</b>	<b>1%</b>

**Brazos County, Texas**  
**FY 2024-2025 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**  
**(Unaudited)**

Fund: 32000 SB 22 2023 Rural Law  
 Enforcement Salary Assistance Program

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date	Percent Received
Interest Income	-	22,969	-	10,131	-
Intergovernmental	-	1,026,255	1,050,000	1,050,000	100%
<b>Total Revenue</b>	-	<b>\$1,049,224</b>	<b>\$1,050,000</b>	<b>\$1,060,131</b>	<b>101%</b>

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date	Percent Spent
Salaries and Wages	-	446,978	439,118	115,001	26%
Benefits	-	110,487	110,880	28,170	25%
Supplies and Other Charges	-	105,586	67,000	-	-
Contingency	-	-	2	-	-
Repairs and Maintenance	-	40,000	-	-	-
Contractual Services	-	-	100,000	-	-
Capital Outlay	-	346,174	333,000	-	-
<b>Total Expense</b>	-	<b>\$1,049,224</b>	<b>\$1,050,000</b>	<b>\$143,171</b>	<b>14%</b>

**Brazos County, Texas**  
**FY 2024-2025 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**  
**(Unaudited)**

Fund: 33000 Sheriff's Office Crime Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date	Percent Received
Interest Income	1,599	4,597	4,300	737	17%
Other Revenue	8,000	60	-	-	-
Reserves	-	-	116,311	-	-
<b>Total Revenue</b>	<b>\$9,599</b>	<b>\$4,657</b>	<b>\$120,611</b>	<b>\$737</b>	<b>1%</b>

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date	Percent Spent
Supplies and Other Charges	4,796	3,237	63,100	1,397	2%
Contingency	-	-	23,511	-	-
Repairs and Maintenance	1,369	-	4,000	-	-
Capital Outlay	7,608	-	30,000	-	-
<b>Total Expense</b>	<b>\$13,773</b>	<b>\$3,237</b>	<b>\$120,611</b>	<b>\$1,397</b>	<b>1%</b>

**Brazos County, Texas**  
**FY 2024-2025 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**  
**(Unaudited)**

Fund: 34000 District Attorney Crime  
Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date	Percent Received
Charges for Services	32,611	11,242	20,000	31,390	157%
<b>Interest Income</b>	<b>5,816</b>	<b>12,302</b>	<b>11,000</b>	<b>1,999</b>	<b>18%</b>
<b>Reserves</b>	-	-	<b>215,900</b>	-	-
<b>Total Revenue</b>	<b>\$38,427</b>	<b>\$23,544</b>	<b>\$246,900</b>	<b>\$33,389</b>	<b>14%</b>

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date	Percent Spent
Salaries and Wages	20,383	27,105	84,512	19,507	23%
Benefits	9,588	10,539	39,520	9,257	23%
Supplies and Other Charges	11,007	18,986	20,649	16,308	79%
Contingency	-	-	82,219	-	-
Contractual Services	360	360	20,000	180	1%
Other Financing Uses	-	9,000	-	-	-
<b>Total Expense</b>	<b>\$41,339</b>	<b>\$65,990</b>	<b>\$246,900</b>	<b>\$45,251</b>	<b>18%</b>

**Brazos County, Texas**  
**FY 2024-2025 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**  
**(Unaudited)**

Fund: 35000 Primary Election Services  
Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date	Percent Received
Charges for Services	70,904	14,088	25,000	-	-
<b>Interest Income</b>	<b>1,264</b>	<b>3,591</b>	<b>2,500</b>	<b>503</b>	<b>20%</b>
<b>Reserves</b>	<b>-</b>	<b>-</b>	<b>64,000</b>	<b>-</b>	<b>-</b>
<b>Total Revenue</b>	<b>\$72,167</b>	<b>\$17,679</b>	<b>\$91,500</b>	<b>\$503</b>	<b>1%</b>

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date	Percent Spent
Supplies and Other Charges	5,479	7,163	11,700	4,114	35%
Contingency	-	-	53,800	-	-
Repairs and Maintenance	-	5,620	10,000	-	-
Contractual Services	13,414	14,166	16,000	4,881	31%
<b>Total Expense</b>	<b>\$18,893</b>	<b>\$26,949</b>	<b>\$91,500</b>	<b>\$8,995</b>	<b>10%</b>



**Brazos County, Texas**  
**FY 2024-2025 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**  
**(Unaudited)**

Fund: 39010 Brazos County Housing  
Finance Corporation

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date	Percent Received
Charges for Services	402,125	5,334	5,000	-	-
<b>Interest Income</b>	<b>5,259</b>	<b>27,592</b>	<b>0</b>	<b>5,145</b>	-
<b>Reserves</b>	-	-	<b>104,000</b>	-	-
<b>Total Revenue</b>	<b>\$407,384</b>	<b>\$32,926</b>	<b>\$109,000</b>	<b>\$5,145</b>	<b>5%</b>

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date	Percent Spent
Supplies and Other Charges	-	174	4,735	-	-
Professional Services	-	-	104,265	6,500	6%
<b>Total Expense</b>	-	<b>\$174</b>	<b>\$109,000</b>	<b>\$6,500</b>	<b>6%</b>

**Brazos County, Texas**  
**FY 2024-2025 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**  
**(Unaudited)**

Fund: 93000 Regional Mobility Authority

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date	Percent Received
Interest Income	494	497	500	222	44%
Other Revenue	-	30,000	10,000	10,000	100%
<b>Reserves</b>	-	-	37,436	-	-
<b>Total Revenue</b>	<b>\$494</b>	<b>\$30,497</b>	<b>\$47,936</b>	<b>\$10,222</b>	<b>21%</b>

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date
Salaries and Wages	12,120	-	-	-
Benefits	2,949	-	-	-
Supplies and Other Charges	557	-	-	-
Contingency	-	-	40,436	-
Contractual Services	25	-	-	-
Professional Services	7,875	7,500	7,500	-
<b>Total Expense</b>	<b>\$23,527</b>	<b>\$7,500</b>	<b>\$47,936</b>	-

**Brazos County, Texas**  
**FY 2024-2025 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**  
**(Unaudited)**

Fund: 41000 General Obligation Debt  
 Service Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date	Percent Received
Taxes	9,799,037	11,772,533	10,607,305	6,790,891	64%
Interest Income	345,490	541,787	450,000	63,287	14%
Reserves	-	-	2,500,000	-	-
Other Financing Sources	-	1,250,000	1,250,000	-	-
<b>Total Revenue</b>	<b>\$10,144,527</b>	<b>\$13,564,320</b>	<b>\$14,807,305</b>	<b>\$6,854,178</b>	<b>46%</b>

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date	Percent Spent
Debt Service	9,028,173	11,864,575	14,807,305	1,250	0%
<b>Total Expense</b>	<b>\$9,028,173</b>	<b>\$11,864,575</b>	<b>\$14,807,305</b>	<b>\$1,250</b>	<b>0%</b>

**Brazos County, Texas**  
**FY 2024-2025 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**  
**(Unaudited)**

Fund: 43200 2020 Certificates of  
Obligation

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date	Percent Received
Interest Income	515,615	411,956	482,000	63,056	13%
Other Revenue	2,929	-	-	-	-
Reserves	-	-	5,600,000	-	-
<b>Total Revenue</b>	<b>\$518,544</b>	<b>\$411,956</b>	<b>\$6,082,000</b>	<b>\$63,056</b>	<b>1%</b>

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date	Percent Spent
Supplies and Other Charges	54,447	0	-	-	-
Contingency	-	-	782,000	-	-
Contractual Services	2,656,302	2,398,009	-	-	-
Capital Outlay	1,891,648	632,060	5,300,000	1,195,298	23%
<b>Total Expense</b>	<b>\$4,602,397</b>	<b>\$3,030,069</b>	<b>\$6,082,000</b>	<b>\$1,195,298</b>	<b>20%</b>

**Brazos County, Texas**  
**FY 2024-2025 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**  
**(Unaudited)**

Fund: 43230 On System Road Bond -  
TXDOT

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date	Percent Received
Interest Income	212,288	1,070,010	1,040,000	186,144	18%
Reserves	-	-	16,298,000	-	-
Other Financing Sources	20,009,102	-	-	-	-
<b>Total Revenue</b>	<b>\$20,221,390</b>	<b>\$1,070,010</b>	<b>\$17,338,000</b>	<b>\$186,144</b>	<b>1%</b>

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date	Percent Spent
Contractual Services	-	5,741,125	17,338,000	1,378,062	8%
Debt Service	203,216	-	-	-	-
<b>Total Expense</b>	<b>\$203,216</b>	<b>\$5,741,125</b>	<b>\$17,338,000</b>	<b>\$1,378,062</b>	<b>8%</b>

**Brazos County, Texas**  
**FY 2024-2025 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**  
**(Unaudited)**

Fund: 43231 Off System Road Bond

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date	Percent Received
Interest Income	109,492	500,363	263,000	85,577	33%
Reserves	-	-	5,788,000	-	-
Other Financing Sources	10,307,719	-	-	-	-
<b>Total Revenue</b>	<b>\$10,417,211</b>	<b>\$500,363</b>	<b>\$6,051,000</b>	<b>\$85,577</b>	<b>1%</b>

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date	Percent Spent
Capital Outlay	81,700	3,929,511	6,051,000	980,968	16%
Debt Service	102,830	-	-	-	-
<b>Total Expense</b>	<b>\$184,530</b>	<b>\$3,929,511</b>	<b>\$6,051,000</b>	<b>\$980,968</b>	<b>16%</b>

**Brazos County, Texas**  
**FY 2024-2025 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**  
**(Unaudited)**

Fund: 43232 2023 Certificates of  
Obligation

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date	Percent Received
Interest Income	106,296	561,066	540,000	127,083	24%
Reserves	-	-	10,420,000	-	-
Other Financing Sources	10,165,860	-	50,040,000	-	-
<b>Total Revenue</b>	<b>\$10,272,156</b>	<b>\$561,066</b>	<b>\$61,000,000</b>	<b>\$127,083</b>	<b>0%</b>

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date
Capital Outlay	61,762	98,459	61,000,000	-
Debt Service	163,164	-	-	-
<b>Total Expense</b>	<b>\$224,926</b>	<b>\$98,459</b>	<b>\$61,000,000</b>	<b>-</b>

**Brazos County, Texas**  
**FY 2024-2025 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**  
**(Unaudited)**

Fund: 45000 Capital Improvement Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date
Other Revenue	102,356	(37,500)	-	-
<b>Reserves</b>	-	0	18,090,000	-
<b>Other Financing Sources</b>	20,893,118	4,180,663	10,320,286	-
<b>Total Revenue</b>	<b>\$20,995,474</b>	<b>\$4,143,163</b>	<b>\$28,410,286</b>	-

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date	Percent Spent
Contingency	-	-	1,945,000	-	-
Capital Outlay	5,391,415	9,905,434	26,465,286	928,943	4%
<b>Total Expense</b>	<b>\$5,391,415</b>	<b>\$9,905,434</b>	<b>\$28,410,286</b>	<b>\$928,943</b>	<b>3%</b>



**Brazos County, Texas**  
**FY 2024-2025 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**  
**(Unaudited)**

Fund: 50000 Health and Life Insurance  
Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date	Percent Received
Other Revenue	23,006,476	27,567,563	23,136,458	6,780,926	29%
<b>Reserves</b>	-	-	<b>10,500,000</b>	-	-
<b>Total Revenue</b>	<b>\$23,006,476</b>	<b>\$27,567,563</b>	<b>\$33,636,458</b>	<b>\$6,780,926</b>	<b>20%</b>

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date	Percent Spent
Salaries and Wages	227,069	221,846	613,622	75,091	12%
Benefits	133,569	106,496	255,837	37,304	15%
Supplies and Other Charges	53,669	58,937	124,895	27,775	22%
Contingency	-	-	5,524,827	-	-
Repairs and Maintenance	75	65	125	10	8%
Contractual Services	21,346,651	23,176,197	26,691,952	5,769,038	22%
Professional Services	379,176	372,198	425,200	121,992	29%
<b>Total Expense</b>	<b>\$22,140,208</b>	<b>\$23,935,739</b>	<b>\$33,636,458</b>	<b>\$6,031,209</b>	<b>18%</b>

**Brazos County, Texas  
FY 2024-2025 Contingency  
Budget to Actuals by Fund  
(Unaudited)**

**Fund: 01000 General Fund - Contingency**

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
Pre-Trial Bond Supervision Contingency - 10003000 *	10,000.00	-	10,000.00
Commissioner's Court Contingency - 11001500	7,093,741.00	(1,573,833.71)	5,519,907.29
Voter Registration - 13005000 *	3,152.00	(1,000.00)	2,152.00
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
Court Facility - Administration - 54001410 *	40,000.00	-	40,000.00
<b>Total General Fund Contingency</b>	<b>7,173,793.00</b>	<b>(1,574,833.71)</b>	<b>5,598,959.29</b>

\* Can only be used for that program or division

**Brazos County, Texas  
 FY 2024-2025 Contingency  
 Budget to Actuals by Fund  
 (Unaudited)**

**Fund: 11000 HOT Fund Fund - Contingency \***

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
HOT Fund Contingency - 11002500	548,989.00	-	548,989.00
<b>Total HOT Fund Contingency</b>	<b>548,989.00</b>	<b>-</b>	<b>548,989.00</b>

\* Can only be used for this fund

**Brazos County, Texas  
 FY 2024-2025 Contingency  
 Budget to Actuals by Fund  
 (Unaudited)**

**Fund: 13000 Unclaimed Property Fund - Contingency \***

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
Contingency - 12005000	87,200.00	-	87,200.00
<b>Total Unclaimed Property Fund Contingency</b>	<b>87,200.00</b>	<b>-</b>	<b>87,200.00</b>

\* Can only be used for this fund

**Brazos County, Texas  
 FY 2024-2025 Contingency  
 Budget to Actuals by Fund  
 (Unaudited)**

**Fund: 20000 County Clerk Records Management Fund - Contingency \***

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
Contingency - 21005000	1,074,884.00	-	1,074,884.00
<b>Total Count Clerk Records Management Fund Contingency</b>	<b>1,074,884.00</b>	<b>-</b>	<b>1,074,884.00</b>

\* Can only be used for this fund

**Brazos County, Texas  
 FY 2024-2025 Contingency  
 Budget to Actuals by Fund  
 (Unaudited)**

**Fund: 20010 County Clerk Archival Fund - Contingency \***

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
Contingency - 21006000	1,206,000.00	(2,200.00)	1,203,800.00
<b>Total Count Clerk Archival Fund Contingency</b>	<b>1,206,000.00</b>	<b>(2,200.00)</b>	<b>1,203,800.00</b>

\* Can only be used for this fund

**Brazos County, Texas  
 FY 2024-2025 Contingency  
 Budget to Actuals by Fund  
 (Unaudited)**

**Fund: 22000 Courthouse Security Fund - Contingency \***

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
Contingency - 51000100	168,131.00	-	168,131.00
<b>Total Courthouse Security Fund Contingency</b>	<b>168,131.00</b>	<b>-</b>	<b>168,131.00</b>

\* Can only be used for this fund

**Brazos County, Texas  
 FY 2024-2025 Contingency  
 Budget to Actuals by Fund  
 (Unaudited)**

**Fund: 24000 Justice of the Peace Technology Fund - Contingency \***

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
JP Technology Administration - 24005000	77,200.00	-	77,200.00
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
<b>Total Justice of the Peace Technology Fund Contingency</b>	<b>97,200.00</b>	<b>-</b>	<b>97,200.00</b>

\* Can only be used for this fund and specific divisions



**Brazos County, Texas  
 FY 2024-2025 Contingency  
 Budget to Actuals by Fund  
 (Unaudited)**

**Fund: 25000 Forfeiture Fund - Contingency \***

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
Sheriff Forfeiture Fund - 2801000	20,191.00	-	20,191.00
<b>Total Forfeiture Fund Contingency</b>	<b>20,191.00</b>	<b>-</b>	<b>20,191.00</b>

\* Can only be used for this fund

**Brazos County, Texas  
 FY 2024-2025 Contingency  
 Budget to Actuals by Fund  
 (Unaudited)**

**Fund: 26000 District Attorney Hot Check Collections Fund - Contingency \***

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
Contingency - 19006000	5,550.00	-	5,550.00
<b>Total District Attorney Hot Check Collections Fund - Contingency</b>	<b>5,550.00</b>	<b>-</b>	<b>5,550.00</b>

\* Can only be used for this fund

**Brazos County, Texas  
 FY 2024-2025 Contingency  
 Budget to Actuals by Fund  
 (Unaudited)**

**Fund: 27000 Bail Bond Board Fund - Contingency \***

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
Contingency - 12006000	109,828.00	-	109,828.00
<b>Total Bail Bond Board Fund - Contingency</b>	<b>109,828.00</b>	<b>-</b>	<b>109,828.00</b>

\* Can only be used for this fund

**Brazos County, Texas  
 FY 2024-2025 Contingency  
 Budget to Actuals by Fund  
 (Unaudited)**

**Fund: 29000 Vehicle Inventory Interest Fund - Contingency \***

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
Contingency - 13006000	357,611.00	-	357,611.00
<b>Total Vehicle Inventory Interest Fund - Contingency</b>	<b>357,611.00</b>	<b>-</b>	<b>357,611.00</b>

\* Can only be used for this fund

**Brazos County, Texas  
 FY 2024-2025 Contingency  
 Budget to Actuals by Fund  
 (Unaudited)**

**Fund: 30000 Grant Fund - Contingency \***

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
Texas Indigent Defense Commission - 272200	191,075.00	(191,075.00)	-
BV Human Trafficking Task Force Development - 283700	93,101.00	(34,643.51)	58,457.49
Metropolitan Planning - 424100	19,016.00	-	19,016.00
<b>Total Grant Fund Contingency</b>	<b>303,192.00</b>	<b>(225,718.51)</b>	<b>77,473.49</b>

\* Can only be used for this fund and specific divisions

**Brazos County, Texas  
 FY 2024-2025 Contingency  
 Budget to Actuals by Fund  
 (Unaudited)**

**Fund: 33000 Sheriff's Office Crime Fund - Contingency \***

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
Contingency - 28050000	23,511.00	-	23,511.00
<b>Total Sheriff's Office Crime Fund Contingency</b>	<b>23,511.00</b>	<b>-</b>	<b>23,511.00</b>

\* Can only be used for this fund

**Brazos County, Texas  
 FY 2024-2025 Contingency  
 Budget to Actuals by Fund  
 (Unaudited)**

**Fund: 34000 District Attorney Crime Fund - Contingency \***

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
Contingency - 19200100	82,219.00	-	82,219.00
<b>Total District Attorney Crime Fund Contingency</b>	<b>82,219.00</b>	<b>-</b>	<b>82,219.00</b>

\* Can only be used for this fund

**Brazos County, Texas  
 FY 2024-2025 Contingency  
 Budget to Actuals by Fund  
 (Unaudited)**

**Fund: 35000 Primary Election Services Fund - Contingency \***

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
Contingency - 21130000	53,800.00	(4,500.00)	49,300.00
<b>Total Primary Election Services Fund Contingency</b>	<b>53,800.00</b>	<b>(4,500.00)</b>	<b>49,300.00</b>

\* Can only be used for this fund



**Brazos County, Texas  
 FY 2024-2025 Contingency  
 Budget to Actuals by Fund  
 (Unaudited)**

**Fund: 43200 2020 Certificates of Obligation - Contingency \***

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
Commissioner's Court Contingency - 11001500	782,000.00	-	782,000.00
<b>Total 43200 2020 Certificates of Obligation Contingency</b>	<b>782,000.00</b>	<b>-</b>	<b>782,000.00</b>

\* Can only be used for this fund

**Brazos County, Texas  
 FY 2024-2025 Contingency  
 Budget to Actuals by Fund  
 (Unaudited)**

**Fund: 45000 General Permanent Improvement Fund - Contingency \***

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
Commissioner's Court Contingency - 63110001	1,945,000.00	(1,945,000.00)	-
<b>Total General Permanent Improvement Fund Contingency</b>	<b>1,945,000.00</b>	<b>(1,945,000.00)</b>	<b>-</b>

\* Can only be used for this fund

**Brazos County, Texas  
 FY 2024-2025 Contingency  
 Budget to Actuals by Fund  
 (Unaudited)**

**Fund: 50000 Health and Life Insurance Fund - Contingency \***

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
Group Insurance - Admiration - 64005000	5,504,827.00	-	5,504,827.00
Health and Wellness Clinic - 64005100	20,000.00	-	20,000.00
<b>Total Health and Life Insurance Fund Contingency</b>	<b>5,524,827.00</b>	<b>-</b>	<b>5,524,827.00</b>

\* Can only be used for this fund

**Brazos County, Texas  
 FY 2024-2025 Contingency  
 Budget to Actuals by Fund  
 (Unaudited)**

**Fund: 55000 Jail Commissary Fund - Contingency \***

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
Jail Commissary - 28006000	346,688.00	-	346,688.00
<b>Total Jail Commissary Fund Contingency</b>	<b>346,688.00</b>	<b>-</b>	<b>346,688.00</b>

\* Can only be used for this fund

**Brazos County, Texas  
 FY 2024-2025 Contingency  
 Budget to Actuals by Fund  
 (Unaudited)**

**Fund: 58000 County Attorney Operating Fund - Contingency \***

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
Contingency - 18006000	64,000.00	-	64,000.00
<b>Total County Attorney Operating Fund Contingency</b>	<b>64,000.00</b>	<b>-</b>	<b>64,000.00</b>

\* Can only be used for this fund



**BRAZOS COUNTY  
BRYAN, TEXAS**

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DEPARTMENT:

NUMBER:

DATE OF COURT MEETING:

1/28/2025

ITEM:

Acknowledgement of the County Auditor's Monthly Report for October 2024.

TO:

Commissioners Court

DATE:

01/23/2025

FISCAL IMPACT:

False

BUDGETED:

False

DOLLAR AMOUNT:

\$0.00

**ATTACHMENTS:**

**File Name**

[October 2024 Monthly Reports.pdf](#)

**Description**

October 2024 Auditor's Monthly Report

**Type**

Backup Material



**Brazos County, Texas**  
**BALANCE SHEET (Unaudited)**  
**Period Ended October 2024**

	<b>Total General Funds</b>	<b>Total Special Revenue Funds</b>	<b>Total Debt Service Funds</b>	<b>Total Capital Project Funds</b>
<b>ASSETS</b>				
Cash and Cash Equivalents	\$ 172,285,037	\$ 66,465,916	\$ 5,732,197	\$ 56,502,369
Prepaid Expenditures	--	6,081	--	--
Accounts Receivable	121,280,729	23,256,837	11,833,907	--
Inventory	1,283,859	--	--	--
<b>TOTAL ASSETS</b>	<b>\$ 294,849,625</b>	<b>\$ 89,728,834</b>	<b>\$ 17,566,104</b>	<b>\$ 56,502,369</b>
 <b>LIABILITIES AND FUND BALANCE</b>				
<b>Liabilities</b>				
Accounts Payable	8,252,625	21,248,399	--	196,931
Deferred Inflow of Resources	119,758,073	--	11,827,407	--
<b>Total Liabilities</b>	<b>128,010,698</b>	<b>21,248,399</b>	<b>11,827,407</b>	<b>196,931</b>
 <b>Fund Balance</b>				
Reserved and Committed Fund Balance	37,245,214	664,166	--	--
Unreserved Fund Balance	135,987,789	37,012,232	5,685,688	56,290,371
Current Year Change in Fund Balance	(6,394,076)	30,804,037	53,009	15,067
<b>Total Fund Balance</b>	<b>166,838,927</b>	<b>68,480,435</b>	<b>5,738,697</b>	<b>56,305,438</b>
 <b>TOTAL LIABILITIES AND FUND BALANCE</b>	<b>\$ 294,849,625</b>	<b>\$ 89,728,834</b>	<b>\$ 17,566,104</b>	<b>\$ 56,502,369</b>



**Brazos County, Texas**  
**Year to Date Schedule of Fund Balances - Unaudited**  
**For the Period Ended October 2024**

	Total Fund Balance as of 10/1/2023	Year to Date Revenues/Transfers In	Year to Date Expenditures/Transfers Out	Estimated Total Ending Fund Balance October 2024
01000-General Fund	\$ 173,233,002.24	\$ 1,959,420.63	\$ 8,353,496.57	\$ 166,838,926.30
02000-County Health Endowment Fund	-	-	-	-
06000-Commissioners' Court - Non Capital	-	-	-	-
60000-Payroll Agency Fund	-	-	-	-
61000-Flex Benefit Cafeteria Fund	-	-	-	-
11000-Hotel Occupancy Tax Fund	6,763,542.50	-	62,977.97	6,700,564.53
12000-State Lateral Road Fund	264,790.60	29,502.44	-	294,293.04
13000-Unclaimed Property Fund	97,436.42	-	-	97,436.42
14000-Appellate Judicial System Fund	-	-	-	-
14010-Court Facility Fund	-	-	-	-
14020-Language Access Fund	-	-	-	-
15000-Law Library Fund	168,037.47	10,850.00	536.89	178,350.58
16000-Local Provider Participation Fund	24,884,332.43	28,366,238.00	233,607.28	53,016,963.15
17000-Alternative Dispute Resolution Fund	-	-	-	-
18000-Law Enforcement Education Fund	81,233.52	-	143.98	81,089.54
19000-Court Records Preservation Fund	702,725.05	10.00	-	702,735.05
20000-County Clerk Records Management Fund	1,298,369.70	25,290.00	8,554.06	1,315,105.64
20010-County Clerk Archival Fund	1,483,421.43	24,360.00	-	1,507,781.43
22000-Courthouse Security Fund	158,242.19	8,464.74	220.18	166,486.75
22010-Justice Court Security Fund	258,451.45	3,153.44	-	261,604.89
23000-District Clerk Records Management Fund	304,256.19	13,120.76	2,634.14	314,742.81
23010-District Clerk Archival Fund	1,604.26	5.00	-	1,609.26
24000-Justice of the Peace Technology Fund	70,755.58	2,637.19	-	73,392.77
24010-County and District Court Technology Fund	134,734.52	660.93	-	135,395.45
25000-Forfeiture Fund	38,112.22	-	-	38,112.22
26000-District Attorney Hot Check Collections Fund	5,344.06	75.00	-	5,419.06
27000-Bail Bond Board Fund	115,574.85	-	665.19	114,909.66
28000-Voter Registration Fund	-	-	-	-
29000-Vehicle Inventory Interest Fund	393,226.70	-	-	393,226.70
30000-Brazos County Grant Fund	0.00	1,795,455.43	187,324.98	1,608,130.45





**Brazos County, Texas**  
**Year to Date Schedule of Fund Balances - Unaudited**  
**For the Period Ended October 2024**

	Total Fund Balance as of 10/1/2023	Year to Date Revenues/Transfers In	Year to Date Expenditures/Transfers Out	Estimated Total Ending Fund Balance October 2024
31000-American Rescue Plan Act	(0.00)	-	-	(0.00)
32000-SB 22 2023 Rural Law Enforcement Salary Assistance Program	-	1,050,000.00	18,395.98	1,031,604.02
33000-Sheriff's Office Crime Fund	115,089.59	-	-	115,089.59
34000-District Attorney Crime Fund	211,394.74	-	6,069.46	205,325.28
35000-Primary Election Services Fund	56,148.43	-	4,671.00	51,477.43
58000-County Attorney Operating Fund	69,574.35	15.00	-	69,589.35
41000-General Obligation Debt Service Fund	5,685,687.77	53,759.05	750.00	5,738,696.82
43170-2017 Certificates of Obligation	-	-	-	-
43200-2020 Certificates of Obligation	5,595,985.43	16,859.30	4,225.01	5,608,619.72
43230-On System road Bond - TXDOT	15,347,059.27	63,896.45	-	15,410,955.72
43231-Off System Road Bond	6,803,533.52	28,712.76	-	6,832,246.28
43232-2023 Certificates of Obligation	10,509,836.91	40,010.39	-	10,549,847.30
45000-Capital Improvement Fund	18,033,955.41	-	130,187.00	17,903,768.41
<b>Total All Funds</b>	<b>\$ 272,885,458.80</b>	<b>\$ 33,492,496.51</b>	<b>\$ 9,014,459.69</b>	<b>\$ 297,363,495.62</b>



**Brazos County, Texas**  
**Schedule of General Fund Expenditures - Budget to Actual- Unaudited**  
**For the Period Ended Oct-24**

Department	Initial Budget	YTD Budget		YTD Expenditures <sup>1</sup>	YTD Obligations	Budgeted Funds Available as of Oct-24	Percentage Spent as of Oct-24	
		Amendments	Total Budget					
00000000-Transfers from General Fund	00000000	\$ 77,292,768.00	\$ 1,554,309.41	\$ 78,847,077.41	\$ -	\$ -	\$ 78,847,077.41	0.00%
10000100-County Judge - Administration	10000100	1,581,145.00	-	1,581,145.00	52,534.29	4,155.00	1,524,455.71	3.59%
10002000-Veteran Services	10002000	190,429.00	2,550.00	192,979.00	7,975.12	3,261.00	181,742.88	5.82%
10003000-Pre-Trial Bond Supervision	10003000	217,973.00	-	217,973.00	9,103.31	-	208,869.69	4.18%
10500000-Budget Office - Administration	10500000	441,562.00	-	441,562.00	12,866.66	1,277.00	427,418.34	3.20%
11000006-Commissioners' Court - Non Capital	11000006	-	-	-	-	-	-	N/A
11000100-Commissioners Court - Administration	11000100	1,210,023.00	6,651.48	1,216,674.48	17,123.18	5,516.51	1,194,034.79	1.86%
11000500-Non-Departmental	11000500	7,835,433.00	(6,651.48)	7,828,781.52	2,246,860.16	721,068.58	4,860,852.78	37.91%
11001000-Boonville Cemetery	11001000	84,600.00	-	84,600.00	2,502.00	-	82,098.00	2.96%
11001500-Contingency	11001500	7,093,741.00	(1,573,833.71)	5,519,907.29	-	-	5,519,907.29	0.00%
11002000-Community Support	11002000	4,872,526.00	-	4,872,526.00	709,590.24	2,286,906.43	1,876,029.33	61.50%
11003000-County Fire Protection	11003000	1,116,000.00	-	1,116,000.00	87,000.00	1,029,000.00	-	100.00%
11004000-County Welfare	11004000	5,000.00	-	5,000.00	-	4,000.00	1,000.00	80.00%
11010000-Court Support - Criminal	11010000	5,807,898.00	-	5,807,898.00	198,813.69	315,414.22	5,293,670.09	8.85%
11020000-Court Support - Civil	11020000	1,644,188.00	(5,000.00)	1,639,188.00	1,961.84	60,000.00	1,577,226.16	3.78%
11022720-Court Support - Child Protective Svc - 272nd	11022720	200,000.00	-	200,000.00	9,525.00	-	190,475.00	4.76%
11023610-Court Support - Child Protective Svc - 361st	11023610	150,000.00	-	150,000.00	4,740.00	-	145,260.00	3.16%
11024720-Court Support Child Protective Svc - 472nd	11024720	150,000.00	-	150,000.00	-	-	150,000.00	0.00%
11028500-Court Support - Child Protective Svc - 85th	11028500	150,000.00	-	150,000.00	-	-	150,000.00	0.00%
11030000-Court Support - Mental Health	11030000	10,000.00	-	10,000.00	-	-	10,000.00	0.00%
11040000-Court Support - Child Support Enforcement	11040000	10,000.00	-	10,000.00	100.00	-	9,900.00	1.00%
11050000-Court Support - Guardianship	11050000	312,500.00	-	312,500.00	4,938.00	150,000.00	157,562.00	49.58%
11060000-Court Support - Probate	11060000	500.00	-	500.00	-	-	500.00	0.00%
11070000-Alternative Dispute Resolution	11070000	50,000.00	-	50,000.00	50,000.00	-	-	100.00%
11080000-Court Support - Other	11080000	-	5,000.00	5,000.00	-	-	5,000.00	0.00%
11100000-Fleet Shop - Light Equipment - Administration	11100000	979,028.00	-	979,028.00	41,831.97	67,260.10	869,935.93	11.14%
11200200-Collections - Administration	11200200	670,497.00	-	670,497.00	24,039.23	2,641.00	643,816.77	3.98%
11210020-Elections Administrator	11210020	1,334,436.00	9,720.00	1,344,156.00	66,050.35	37,633.57	1,240,472.08	7.71%
11210026-Elections Administrator - Non Capital	11210026	-	-	-	-	-	-	N/A
116002-American Rescue Plan Revenue Replacement - General Government	116002	500,000.00	-	500,000.00	-	500,000.00	-	100.00%
12000100-County Treasurer - Administration	12000100	836,453.00	-	836,453.00	31,296.04	-	805,156.96	3.74%
12500006-Risk Management - Non Capital	12500006	-	-	-	-	-	-	N/A
12500100-Risk Management - Administration	12500100	700,140.00	-	700,140.00	38,536.24	49,180.14	612,423.62	12.53%
13000100-Tax Assessor - Collector - Administration	13000100	3,310,725.00	-	3,310,725.00	124,718.81	61,133.83	3,124,872.36	5.61%
13005000-Voter Registration	13005000	24,502.00	-	24,502.00	16,265.00	-	8,237.00	66.38%
14000006-Information Technology - Non Capital	14000006	4,929,955.00	(210,521.51)	4,719,433.49	398,430.62	2,443,446.23	1,877,556.64	60.22%
14000100-Information Technology - Administration	14000100	4,785,104.00	-	4,785,104.00	163,957.09	49,479.33	4,571,667.58	4.46%
14500100-Project Management - Administration	14500100	10,338,785.00	-	10,338,785.00	49,868.84	-	10,288,916.16	0.48%
15000006-Human Resources - Non Capital	15000006	200,000.00	-	200,000.00	-	-	200,000.00	0.00%
15000100-Human Resources - Administration	15000100	1,265,049.00	-	1,265,049.00	48,278.03	7,690.97	1,209,080.00	4.42%
16000006-County Auditor - Non Capital	16000006	-	-	-	-	-	-	N/A
16000100-County Auditor - Administration	16000100	1,829,364.00	60.00	1,829,424.00	86,748.86	44,550.00	1,698,125.14	7.18%
16500006-Purchasing Administration - Non Capital	16500006	278,157.00	(49,791.88)	228,365.12	-	169,254.75	59,110.37	74.12%
16500100-Purchasing - Administration	16500100	962,256.00	-	962,256.00	45,984.94	10,518.18	905,752.88	5.87%
17000006-Facility Services - Non Capital	17000006	1,972,512.00	(21,734.81)	1,950,777.19	84,036.20	1,033,981.14	832,759.85	57.31%



**Brazos County, Texas**  
**Schedule of General Fund Expenditures - Budget to Actual- Unaudited**  
**For the Period Ended Oct-24**

Department	Initial Budget	YTD Budget		YTD Expenditures <sup>1</sup>	YTD Obligations	Budgeted Funds		Percentage Spent as of Oct-24
		Amendments	Total Budget			Available as of Oct-24	Oct-24	
17000100-Facilities Services - Administration	17000100	4,660,955.00	-	4,660,955.00	238,168.24	283,661.77	4,139,124.99	11.20%
17000200-Landscaping	17000200	749,683.00	-	749,683.00	23,375.85	22,614.11	703,693.04	6.13%
18000100-County Attorney - Administration	18000100	3,937,799.00	-	3,937,799.00	130,495.06	27,341.01	3,779,962.93	4.01%
19000006-District Attorney - Non Capital	19000006	-	-	-	-	-	-	N/A
19000100-District Attorney - Administration	19000100	6,416,959.00	-	6,416,959.00	229,737.99	59,853.42	6,127,367.59	4.51%
19010000-District Attorney - Child Protective Services	19010000	444,250.00	-	444,250.00	14,943.70	-	429,306.30	3.36%
20000006-District Clerk - Non Capital	20000006	-	1,551.10	1,551.10	-	1,551.10	-	100.00%
20000100-District Clerk - Administration	20000100	1,556,202.00	919.11	1,557,121.11	57,415.04	1,040.00	1,498,666.07	3.75%
20010000-District Clerk - Jury Services	20010000	543,680.00	3,538.74	547,218.74	44,221.75	3,528.74	499,468.25	8.73%
21000006-County Clerk - Non Capital	21000006	-	21,734.81	21,734.81	-	-	21,734.81	0.00%
21000100-County Clerk - Administration	21000100	1,507,033.00	-	1,507,033.00	60,431.44	3,819.86	1,442,781.70	4.26%
21010000-Vital Statistics/Preservation	21010000	16,700.00	-	16,700.00	-	-	16,700.00	0.00%
22000100-85th District Court - Administration	22000100	566,704.00	-	566,704.00	22,026.70	3,535.52	541,141.78	4.51%
22100100-272nd District Court - Administration	22100100	551,849.00	3,528.74	555,377.74	21,841.10	4,990.80	528,545.84	4.83%
22200006-361st District Court - Non Capital	22200006	-	-	-	-	-	-	N/A
22200100-361st District Court - Administration	22200100	566,699.00	-	566,699.00	24,845.91	2,451.35	539,401.74	4.82%
22300100-472nd District Court - Administration	22300100	490,599.00	-	490,599.00	20,477.10	2,012.08	468,109.82	4.58%
22500100-Felony Associate Judge/Juvenile Court Referee	22500100	367,974.00	-	367,974.00	12,696.83	-	355,277.17	3.45%
22600100-Misdemeanor Associate Court - Administration	22600100	552,166.00	-	552,166.00	20,917.11	2,554.76	528,694.13	4.25%
22700100-County Specialty Court Program	22700100	303,914.00	10,000.00	313,914.00	19.83	10,052.99	303,841.18	3.21%
22800100-Family Associate Court - Administration	22800100	602,376.00	-	602,376.00	21,316.65	1,255.00	579,804.35	3.75%
23000100-County Court at Law #1 - Administration	23000100	1,040,101.00	-	1,040,101.00	36,320.85	6,970.62	996,809.53	4.16%
23000200-County Court at Law #1 - Judicial Support	23000200	11,091.00	-	11,091.00	-	-	11,091.00	0.00%
23000300-County Court at Law #1 - Staff Support	23000300	6,600.00	-	6,600.00	1,494.06	-	5,105.94	22.64%
23100006-County Court at Law #2 - Non Capital	23100006	-	-	-	-	-	-	N/A
23100100-County Court at Law #2 - Administration	23100100	953,226.00	-	953,226.00	34,530.09	110.00	918,585.91	3.63%
24100006-Justice of Peace - Precinct 1 - Non Capital	24100006	-	-	-	-	-	-	N/A
24101100-Justice of Peace - Precinct 1 - Administration	24101100	511,911.00	-	511,911.00	21,182.41	8,502.39	482,226.20	5.80%
24200006-Justice of Peace - Precinct 2 - Non Capital	24200006	-	-	-	-	-	-	N/A
24201100-Justice of Peace - Precinct 2 - Administration	24201100	476,058.00	-	476,058.00	17,892.66	165.00	458,000.34	3.79%
24300006-Justice of Peace - Precinct 3 - Non Capital	24300006	-	-	-	-	-	-	N/A
24301100-Justice of Peace - Precinct 3 - Administration	24301100	648,469.00	55.00	648,524.00	26,811.00	6,994.75	614,718.25	5.21%
24401100-Justice of Peace - Precinct 4 - Administration	24401100	484,194.00	-	484,194.00	18,914.84	385.00	464,894.16	3.99%
26001000-Community Supervision - Support	26001000	82,423.00	-	82,423.00	(3,856.38)	71,100.00	15,179.38	81.58%
26002000-Health Department - Support	26002000	83,375.00	-	83,375.00	6,959.00	40,000.00	36,416.00	56.32%
26002006-Health Department - Support - Non Capital	26002006	-	-	-	-	-	-	N/A
27000100-Public Defender's Office - Administration	27000100	65,095.00	-	65,095.00	-	-	65,095.00	0.00%
28000006-Sheriff Office - Non Capital	28000006	70,000.00	-	70,000.00	-	-	70,000.00	0.00%
28000100-Sheriff Office - Administration	28000100	10,813,036.00	137,150.00	10,950,186.00	451,736.95	154,728.80	10,343,720.25	5.54%
28002000-Sheriff Office - Jail Administration	28002000	20,370,875.00	12,050.00	20,382,925.00	780,791.82	791,079.27	18,811,053.91	7.71%
28002006-Sheriff Office - Jail - Non Capital	28002006	1,300,000.00	59,395.00	1,359,395.00	-	-	1,359,395.00	0.00%
28003000-Jail Medical Services	28003000	1,454,846.00	-	1,454,846.00	65,727.93	10,444.97	1,378,673.10	5.24%
28004000-Sheriff Office - CSISD School Security	28004000	1,411,250.00	-	1,411,250.00	44,751.71	4,534.92	1,361,963.37	3.49%
30101100-Constable Precinct 1 - Administration	30101100	817,517.00	-	817,517.00	32,788.83	18,149.43	766,578.74	6.23%
30201100-Constable Precinct 2 - Administration	30201100	1,200,103.00	2,420.00	1,202,523.00	45,805.61	13,422.82	1,143,294.57	4.93%
30301100-Constable Precinct 3 - Administration	30301100	805,222.00	-	805,222.00	31,884.53	9,340.77	763,996.70	5.12%



**Brazos County, Texas**  
**Schedule of General Fund Expenditures - Budget to Actual- Unaudited**  
**For the Period Ended Oct-24**

Department		YTD Budget			YTD Expenditures <sup>1</sup>	YTD Obligations	Budgeted Funds Available as of Oct-24	Percentage Spent as of Oct-24
		Initial Budget	Amendments	Total Budget				
30401100-Constable Precinct 4 - Administration	30401100	1,193,077.00	-	1,193,077.00	48,093.96	6,704.43	1,138,278.61	4.59%
31000006-Juvenile Services - Non Capital	31000006	-	-	-	-	-	-	N/A
31000100-Juvenile Services - Administration Probation	31000100	1,005,289.00	480.00	1,005,769.00	32,366.53	48,831.10	924,571.37	8.07%
31000110-Juvenile Services - Administration Court	31000110	743,464.00	-	743,464.00	27,390.44	-	716,073.56	3.68%
31000130-Juvenile Services - Administration Community Based	31000130	1,014,911.00	-	1,014,911.00	39,604.02	200.00	975,106.98	3.92%
31000140-Juvenile Services - Administration Community Based Mental Health	31000140	519,382.00	(480.00)	518,902.00	15,223.95	224.00	503,454.05	2.98%
31000200 - Juvenile Services Detention	31000200	-	-	-	-	-	-	N/A
31000220-Juvenile Services - Detention	31000220	4,521,900.00	977.80	4,522,877.80	219,296.87	184,826.36	4,118,754.57	8.94%
31000330-Academy - Community Based	31000330	553,526.00	-	553,526.00	32,386.63	700.00	520,439.37	5.98%
31040000-JJAEP	31040000	-	-	-	-	-	-	N/A
31040030-JJAEP - Community Based	31040030	362,156.00	-	362,156.00	15,080.66	-	347,075.34	4.16%
31900000-Juvenile Services - Commodities	31900000	7,300.00	-	7,300.00	3,155.81	-	4,144.19	43.23%
34000100-Indigent Health Care - Administration	34000100	8,795,600.00	-	8,795,600.00	24,175.00	80,000.00	8,691,425.00	1.18%
340520-American Rescue Plan Revenue Replacement - R U OK Program	340520	-	-	-	-	-	-	N/A
35500006-Emergency Management - Non Capital	35500006	-	-	-	-	-	-	N/A
34200100-Forensic Services - Administration	34200100	400,509.00	-	400,509.00	-	-	400,509.00	0.00%
35500100-Emergency Management - Administration	35500100	591,919.00	1,000.00	592,919.00	12,705.83	113,950.00	466,263.17	21.36%
36000006-Exposition Center - Non Capital	36000006	-	-	-	-	-	-	N/A
36000100-Exposition Center - Administration	36000100	3,010,002.00	-	3,010,002.00	79,683.44	419,972.57	2,510,345.99	16.60%
36100100-Fair Administration	36100100	440,371.00	-	440,371.00	6,807.98	-	433,563.02	1.55%
36500006-Brazos Center - Non Capital	36500006	250,000.00	36,100.00	286,100.00	-	-	286,100.00	0.00%
36500100-Brazos Center - Administration	36500100	997,449.00	-	997,449.00	33,328.54	174,349.54	789,770.92	20.82%
37000100-County Agriculture Extension - Administration	37000100	699,061.00	-	699,061.00	24,608.87	12,183.60	662,268.53	5.26%
38000100-Child Protective Services - Administration	38000100	50,000.00	-	50,000.00	8,029.26	1,500.00	40,470.74	19.06%
39000100-Family Protection Service - Administration	39000100	20,000.00	-	20,000.00	20,000.00	-	-	100.00%
50000100-County Records Management - Administration	50000100	493,491.00	-	493,491.00	18,366.84	7,469.60	467,654.56	5.24%
50000106-County Records Management - Non Capital	50000106	-	-	-	-	-	-	N/A
54001410-Court Facility - Administration	54001410	50,000.00	-	50,000.00	-	-	50,000.00	0.00%
56000006-Road & Bridge - Non Capital	56000006	-	-	-	-	-	-	N/A
56001000-Road & Bridge - Administration	56001000	28,773,007.00	-	28,773,007.00	465,861.54	6,982,871.98	21,151,288.78	25.89%
56002000-Fleet Shop - Heavy Equipment	56002000	1,003,112.00	-	1,003,112.00	40,673.87	83,971.31	878,466.82	12.43%
56005000-Environmental Protection	56005000	367,057.00	-	367,057.00	551.13	343,730.91	22,774.96	93.80%
		<b>\$ 267,646,766.00</b>	<b>\$ 1,177.80</b>	<b>\$ 267,647,943.80</b>	<b>\$ 8,359,733.09</b>	<b>\$ 19,085,044.63</b>	<b>\$ 240,030,181.38</b>	<b>10.25%</b>

1. Year to Date Expenditures will vary from Expenditures on Schedule of Fund Balance Report for the General Fund due to timing variances between the Budgeting System and the General Ledger.

**Brazos County, Texas**  
**General Long Term Debt Payable by Issue**  
**October 31, 2024**  
**(Unaudited)**

Debt Issue	Interest Rates (%) And Dates	Final Issue Date	Debt Maturity Date	Debt Authorized And Issued	Debt Outstanding			Remaining Debt Service Requirements For Fiscal Year 2024-2025		
					Principal	Interest	Totals	Principal	Interest	Totals
<b>Certificates of Obligation</b>										
<b>2012 Series, Issued For:</b> Courthouse Renovation, Tax Office, Fleet Maintenance Building, Renovations of Brazos Center and Juvenile Detention Center	2.00 - 5.00 3/1 and 9/1	9/1/2012	9/1/2032	\$ 9,700,000	\$ 2,970,000	\$ 279,537	\$ 3,249,537	\$ 560,000	\$ 90,650	\$ 650,650
<b>2017 Series, Issued For:</b> Remodel and Juvenile Expansion	2.00 - 4.00 3/1 and 9/1	11/1/2017	9/1/2037	11,650,000	8,450,000	1,944,000	10,394,000	525,000	275,750	800,750
<b>2020 Series Issure For:</b> County Jail Kitchen, Ag Extension Building, Justice of the Peace and Constable Pct 1 building, Land and/or Property for County Facilities including Facilities Services and Road and Bridge Dept., Equipment and vehicles for various County departments, Roof replacement and repair for County owned buildings, County wide road improvements and rehabilitation, and Payment of contractual obligations for professional services in connection with such projects	1.375 -4.00 3/1 and 9/1	10/6/2020	9/1/2040	24,020,000	21,135,000	4,178,169	25,313,169	1,040,000	541,144	1,581,144
<b>2023 Series, Issued For:</b> County Admin Building, County Courthouse, County BISD Building including parking lot, Brazos County Dispatch & Emergency Operations Center, Sheriff Department facilities including central receiving, and Payment of contractual obligations for professional services in connection with such projects	2.60 - 4.00 3/1 and 9/1	6/1/2023	9/1/2043	9,290,000	9,105,000	4,554,450	13,659,450	300,000.00	417,550	717,550
<b>Limited Tax Refunding Bonds</b>										
<b>2017 Series, Issued For:</b> Refund portions of the outstanding debt payable from ad valorem taxes	2.25 - 5.00 3/1 and 9/1	11/1/2017	9/1/2034	39,895,000	20,145,000	2,902,087	23,047,087	3,855,000	932,938	4,787,938
<b>General Obligation Bond</b>										
<b>2023 Series, Issued For:</b> Improvements to public roads, bridges, and highways within the County, including aquition of land and right-of-way, and Payment of contractual obligations for professional services in connection with such projects.	2.47 - 4.00 3/1 and 9/1	6/1/2023	9/1/2043	27,110,000	26,585,000	14,116,350	40,701,350	875,000.00	1,269,800	2,144,800
<b>Notes from Direct Placements</b>										
<b>Certificates of Obligation,</b>										
<b>2015 Series, Issued For:</b> Courthouse Renovation & Exposition Center Expansion	1.92 3/1 and 9/1	10/13/2015	9/1/2025	9,100,000	1,090,000	20,928	1,110,928	1,090,000	20,928	1,110,928
<b>Total Long Term Debt</b>				<u>\$ 130,765,000</u>	<u>\$ 89,480,000</u>	<u>\$ 27,995,521</u>	<u>\$ 117,475,521</u>	<u>\$ 8,245,000</u>	<u>\$ 3,548,760</u>	<u>\$ 11,793,760</u>

**Note:**

- (1) All debt obligations of Brazos County are payable both as to principal and interest solely from and secured by ad valorem taxes levied against all taxable property within the County.
- (2) The County has the right to call the CO's at any time as long as they "make-whole" the holders of the CO's.



**BRAZOS COUNTY  
BRYAN, TEXAS**

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DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 1/28/2025

ITEM: Acknowledgement of monthly reports submitted in January 2025.

TO: Commissioners Court

DATE: 01/23/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

**File Name**

**Description**

**Type**

<a href="#">2025-01-23 Monthly Reports submitted for the Month of January.pdf</a>	Monthly Reports submitted for the Month of January	Backup Material
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**BRAZOS COUNTY  
MONTHLY REPORT RECAPITULATION  
CONSTABLE DONALD LAMPO - PRECINCT 2  
FOR THE MONTH OF December, 2024**

**RECEIPTS:**

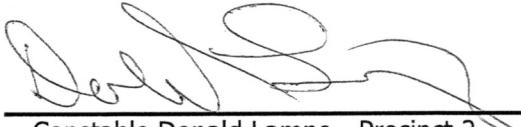
Fees Received	\$	375.00
Execution Judgements:		
Constable fees / Expenses		375.00
Constable Commissions		
Due to Attorneys		
Other	\$	375.00
Other	\$	
Beginning Balance		
Cash On Hand	\$	
<b>GRAND TOTAL OF RECEIPTS</b>	<b>\$</b>	<b>375.00</b>

**DISBURSEMENTS:**

Remitted to Treasurer		
Constable Fees		375.00
Executions / Judgements		
Other	\$	375.00
Ending Balance		
Cash on Hand	\$	
<b>GRAND TOTAL DISBURSEMENTS</b>	<b>\$</b>	<b>375.00</b>

Papers Served:	Type	# of
	104 total civil	papers received.
	12 AG, 1 tax suit	
	28 Citations	
	48 Evictions	1 writ of attach.
	1 Protective Order	13 writ possess.

Prepared By: SWendt SW

Approved BY:   
Constable Donald Lampo - Precinct 2

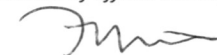
Texas A&M AgriLife Extension Service  
The Texas A&M University System

**MONTHLY SCHEDULE OF TRAVEL AND COMMISSIONERS COURT REPORT**

<b>Name:</b>	Matt Pfeifer	<b>Title:</b>	CEA- 4-H		
<b>County:</b>	Brazos	<b>Month:</b>	Nov. 24		
DATE	MAJOR ACTIVITIES SINCE LAST REPORT	MILES	MEALS	LODGING	
11/1/2024	Volunteer meeting, Office mgmt.				
11/2/2024	Heifer project visit (9943 Woodview Dr., CS)	11			
11/4/2024	Help with Real World Program in Lee County (2337 N Main St. Giddings)	116			
11/5/2024	4-H monthly series at 1:30, Volunteer meeting @ 3:00				
11/6/2024	Work on Big Time in D-9 contest chair information				
11/7/2024	Virtual 4-H Summitt				
11/8/2024	Jr. Leadership Lab (255 Crossroad, Caldwell)	38			
11/9/2024	Jr. Leadersahip Lab (255 Crossroad, Caldwell)	38			
11/11/2024	Office conference @ 10:00; Office mgmt.				
11/12/2024	Volunteer meeting @ 11:30; Office mgmt.				
11/13/2024	Volunteer luncheon @ 12:00; Shave lamb @ 2:00 (5295 Acorn Ln, CS)	32			
11/14/2024	Southern Classic Committee meeting @ 10:30; BCYLS meeting @ 6:00				
11/15/2024	Ft Worth Stock Show Entries due; Office mgmt.				
11/18/2024	Major Swine validation @ 5:30 (5827 Leonard Rd., Bryan)	20			
11/19/2024	Continue stock show entries				
11/20/2024	Continue stock show entries				
11/21/2024	Southeast Region Total Faculty training				
11/22/2024	Office mgmt				
11/25/2024	Onsite swine validation @ 8:00; Concty council officer meeting @ 4:00				
11/26/2024	Ag. Breakfast @ 6:45; Polish exchange @ 6:00; D-9 Council meeting @ 8:00				
11/27/2024	Office mgmt; Office closure @ 2:00				
11/28/2024	Thanksgiving holiday				
11/29/2024	Thanksgiving holiday/ Livestock project visits (5295 Acorn Ln, CS)	11			
<b>GRAND TOTAL OF MILES, MEALS AND LODGING</b>		266	0	0	

I hereby certify this is a true and correct report of activities, travel and other expenses incurred by me in performance of official duties for the month shown.

12-20-24  
Date



County Extension Agent



**Texas A&M AgriLife Extension Service  
The Texas A&M University System**

**MONTHLY SCHEDULE OF TRAVEL AND COMMISSIONERS COURT REPORT**

<b>Name:</b>	Matt Pfeifer	<b>Title:</b>	CEA- 4-H	
<b>County:</b>	Brazos	<b>Month:</b>	Dec. 24	
DATE	MAJOR ACTIVITIES SINCE LAST REPORT	MILES	MEALS	LODGING
12/2/2024	Office conference @ 10:00; livestock 101 @ 5:30 (555 George Bush Dr., CS)	12		
12/3/2024	Livestock 101 @ 8:00; 4-H monthly series @ 1:30 (555 George Bush Dr., CS)	12		
12/4/2024	Office mgmt.; @3:30 CS High School (13770 South Dowling Rd., CS)	22		
12/5/2024	Office mgmt.; Elected officials luncheon			
12/6/2024	Re-nose print lamb (10389 Mumford. Rd., Bryan) BV Fair meeting @ 12:00	30		
12/9/2024	Swine validation (6055 Hearne Rd., Bryan) BCYLS swine validation @ 5:30	31		
12/10/2024	Office mgmt.; Dentist appt.			
12/11/2024	Southern Classic prep.; Meet with Rep. Trey Wharton			
12/12/2024	D-9 4-H Association meeting in Waller County (21274 FM 1098, Waller)	102		
12/13/2024	Work on Mercades entry; Southern Classic			
12/14/2024	Southern Classic			
12/15/2024	Southern Classic			
12/16/2024	Office conference @ 10:00; Re-tag steer @ 3:30 (7420 Shirley Rd., Bryan)	18		
12/17/2024	Southern Class Wrap-up., 4-H Christmas party @ 6:00			
12/18/2024	Office mgmt.; Monthly reporting			
12/19/2024	Career ladder work			
12/20/2024	San Antonio broiler handout @ 8:00;(1202 Harvey Mitchell Pkwy, CS) office mgmt.	18		
12/21/2024	Livestock project visit (9943 Woodview Dr., CS)	11		
12/23/2024	Office management; re-tag steer (8708 Kurten Cemetary Rd., Bryan)	26		
12/24/2024	Christmas Holiday			
12/25/2024	Christmas Holiday			
12/26/2024	Christmas Holiday			
12/27/2024	Vacation			
12/30/2024	Vacation			
12/31/2024	Vacation			
<b>GRAND TOTAL OF MILES, MEALS AND LODGING</b>		282	0	0

I hereby certify this is a true and correct report of activities, travel and other expenses incurred by me in performance of official duties for the month shown.

12-23-24  
Date

  
County Extension Agent



**Texas A&M AgriLife Extension Service**  
 The Texas A&M University System  
 Extension Activity and Travel Report to County  
 Commissioner Court

Name: Flora Williams

Title: County Extension Agent

County: Brazos

Month: December

Date	Monthly Activities/Travel	MILES	MEALS	LODGING
2	4-H Fashion and Interior Design Workshop (39 contacts)*; elected officials prep; office conference; monthly reports: shopping	13.7		
3-4	Winter Professional Association Board Meeting	411.4		
5	Elected officials' luncheon	18.8		
6	Walk Across Texas Taskforce meeting (7 contacts)*; met with nutrition specialist Jenna Anding about upcoming canning class ideas.			
9	Office conference; car seat appointments (6 contacts)*			
10	Walk Across Texas prep work; prep for District 9 professional association meeting; KBTX at 1 pm for the 3:00 show.	8.8		
11	Walk Across Texas prep work; prep for District 9 professional association meeting; Trey Wharton meeting; Battle on the Brazos Food Challenge meeting (10 contacts)*.			
12	D9 Extension Association of Family and Consumer Sciences professional development and business meeting in Galveston	272.9		
13	Dinner Tonight prep for Living Well at TAMU; accessibility training; shopping	13.7		
16	Office conference; Dinner Tonight Cooking School (28 contacts)*			
17	Walk Across Texas Taskforce Meeting (7 contacts)*; DT and canning class prep			
18	Met with Alzheimer's Association partnership; DT and canning class Prep; shopping	13.7		
19	Dinner Tonight Cooking School for Engineering Wellness at TAMU (25 contacts)*			
20	Canning Class (22 contacts)*; co taught a Grimes County 4-H sewing workshop.	53.2		
<b>GRAND TOTAL OF MILEAGE, MEALS &amp; LODGING</b>		<b>797.4</b>		

Other expenses (list) \_\_\_\_\_

**CURRENT MONTHS CONTACTS**

Extension Office Visits by Clientele	Site Visits Farm, Home, Project Ranch, Business, Etc.	Telephone	Mail	Total Individual Contacts	Total Contact Hours in Group Methods	Media News Articles, TV/Radio, Etc	Newsletters Written

DATE/ACTIVITY
January 1-3 vacation 2 Alzheimer's Community Educator Association lunch 3 Vacay 6 FPM (if exams come in); office conference 7 Parenting/car seats; reports 8 Meet the president of the FCS association 9 WAT management; 4-H management; program prep 10 Judge quiz bowl in Huntsville 11 Booth at Lincoln Center  13 Ofc conf; food show prep 14 WAT Proclamation; food show prep 15 Food Show 16 WA T taskforce meeting 17 LAB 20 Holiday 21-24 WAT kickoff prep 25 WAT Kickoff 27 FCH/BLT committee meeting 28-29 Program prep 30 Canning class 31 Connections instructor; program prep for day camp

I hereby certify this is a true and correct report of activities, travel, and other expenses incurred by me in performance of official duties for the month shown.

Date: 1/05/2025 \_\_\_\_\_

Signed: Flora Williams

**Submit**

BRAZOS COUNTY CLERK  
MONTHLY REPORT RECAPITULATION  
FOR THE MONTH OF  
December 2024

ODYSSEY			Total Daily Deposit					KOFILE															
Date	Chase Closed Batch Report	Odyssey (Efile)	Cash	(CC) POS	Checks/MO	Deposit	Hot Ck Fee	Cash	Checks/ MO	Direct Deposit & IRS	POS	CSC	EPN	SMP/ Erx	Escrow Draws	Permitium Draws	Escrow Pay	Charged	A/R pymt	Void	Trust Deposit	Total Kofile	
12/1/2024						-																	-
12/2/2024	388.00	388.00		398.00		828.00		620.00	208.00		1,221.00	1,862.00	1,434.00	4,563.00	23.00	333.00						10,264.00	
12/3/2024	1,629.00	1,629.00			350.00	3,295.00		266.00	2,679.00	120.00	1,708.00	709.00	1,554.00	2,787.00	173.60	102.00		72.00	1,475.00			8,695.60	
12/4/2024	641.00	641.00				305.00		193.00	112.00		1,210.00	996.00	1,791.25	2,481.00	10.00	67.00						6,860.25	
12/5/2024	1,493.00	1,493.00		12.00		605.00		244.00	361.00		651.00	821.00	939.00	2,572.00	36.00	23.00					5.00	6,142.00	
12/6/2024	544.00	544.00		362.00		1,350.00		135.00	1,215.00		1,516.00	594.00	1,691.00	2,335.00	106.00	23.00		228.00				7,843.00	
12/7/2024						-																	-
12/8/2024						-																	-
12/9/2024	211.00	211.00				749.00		200.00	549.00		1,280.00	1,236.00	1,443.25	2,556.00	4.00	100.00		289.00			1,000.00	8,657.25	
12/10/2024	353.00	353.00				2,505.00		158.00	2,347.00	240.00	1,024.00	1,000.00	718.00	2,101.00	120.00	178.00			154.00		6,961.00	14,693.00	
12/11/2024	851.00	851.00				975.40		161.00	814.40		594.00	646.00	1,172.00	3,021.00	-	74.00					500.00	6,982.40	
12/12/2024	298.00	37.00			12.00	982.53		409.00	561.53		1,034.00	1,941.00	1,207.00	2,230.00	71.00	51.00			100.00	2.00		7,402.53	
12/13/2024	66.00	327.00				2,568.00		483.00	2,085.00		942.00	1,068.00	697.50	3,019.00	211.00	127.00		700.00		865.00		8,467.50	
12/14/2024						-																	-
12/15/2024						-																	-
12/16/2024	342.00	342.00				1,996.00		477.00	1,519.00	90.00	656.00	1,912.00	1,191.00	2,835.00	47.00	246.00						8,973.00	
12/17/2024	371.00	371.00				713.40		456.00	257.40	150.00	947.00	1,307.00	1,051.00	3,289.00	7.00	69.00						7,533.40	
12/18/2024	540.00	540.00				1,558.50		176.50	1,382.00		626.00	766.00	2,434.00	2,216.00	153.00	153.00		398.00	779.00			7,525.50	
12/19/2024	845.00	845.00				578.00		316.00	262.00		814.00	694.00	1,612.00	2,201.00	49.00	-						5,948.00	
12/20/2024	182.00	182.00				1,085.00		287.00	798.00		1,032.00	1,363.00	2,438.00	4,044.00	37.00	153.00		122.00			21,098.00	31,372.00	
12/21/2024						-																	-
12/22/2024						-																	-
12/23/2024						1,943.00		421.00	1,522.00		676.00	1,271.00	1,072.00	1,229.00		44.00			438.00			5,797.00	
12/24/2024						-																	-
12/25/2024						-																	-
12/26/2024						-																	-
12/27/2024	641.00	641.00	12.00		24.00	950.00		451.00	463.00		1,718.00	3,320.00	2,499.00	7,237.00	85.00	341.00		29.00		24.00		16,119.00	
12/28/2024						-																	-
12/29/2024						-																	-
12/30/2024	73.00	73.00				2,016.50		345.00	1,671.50		922.00	922.00	966.00	2,813.00		190.00		511.00	1,324.00			7,016.50	
12/31/2024	201.00	201.00		360.00		169.00		68.00	101.00		572.00	903.00	380.00	1,573.00	36.00	44.00						3,677.00	
<b>TOTAL</b>	<b>9,669.00</b>	<b>9,669.00</b>	<b>12.00</b>	<b>1,132.00</b>	<b>386.00</b>	<b>25,172.33</b>	<b>-</b>	<b>5,866.50</b>	<b>18,907.83</b>	<b>600.00</b>	<b>19,143.00</b>	<b>23,331.00</b>	<b>26,290.00</b>	<b>55,102.00</b>	<b>1,168.60</b>	<b>2,318.00</b>	<b>-</b>	<b>2,349.00</b>	<b>4,270.00</b>	<b>896.00</b>	<b>30,059.00</b>	<b>179,968.93</b>	

TOTAL REPORT ODYSSEY	11,199.00	11,199.00	Total Fees (Revenue)	-	Diff.
REPORT KOFILE	179,968.93	179,992.93		(24.00)	Diff.
GRAND TOTAL	191,167.93				

*Karen McQueen*  
KAREN MCQUEEN, COUNTY CLERK

*Ashlie Peters-Bowman*  
ASHLIE PETERS-BOWMAN, CHIEF DEPUTY

1/2/2025  
DATE

See note Marked on 12-27-2024  
\$12 cash and \$12 check should not have been rung up in Kofile, only Odyssey