



MINUTES

AUGUST 29, 2017

BRAZOS COUNTY COMMISSIONERS COURT

REGULAR MEETING

A regular meeting of the Commissioners' Court of Brazos County, Texas was held in the Brazos County Commissioners Courtroom in the Administration Building, 200 South Texas Avenue, in Bryan, Brazos County, Texas, beginning at 10:00 a.m. on Tuesday, August 29, 2017 with the following members of the Court present:

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

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

1. Invocation and Pledge of Allegiance

- U.S. and Texas Flag - Chaplain G.H. Jones and Commissioner Berry
Judge Peters led the prayer in Chaplain Jones' absence.

2. Call for Citizen input and/or concerns

There was no citizen's input.

Consider and take action on agenda items 3-27:

3. Resolution 17-018 approving a grant application by the Sheriff's Office for the procurement of rifle-resistant body armor.

The Court voted unanimously to adopt Resolution #17-018 approving submission of a grant application by the Brazos County Sheriff's Office for Rifle-Resistant Body Armor project to the Office of the Governor.

A copy of the resolution is attached.

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

4. Order 17-007 adopting the 2050 Bryan/College Station Metropolitan Planning Organization Major Thoroughfare Plan.

The Court voted unanimously to approve an order adopting a major thoroughfare plan.

Commissioner Berry thanked Dan Rudge with the Bryan-College Station Metropolitan Planning Organization for his efforts on this project. She said that he held twelve (12) public hearings and answered many comments regarding the project.

A copy of the order is attached.

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

5. Order 17-008 approving and authorizing the publication of Notice of Intention to Issue Certificates of Obligation and other matters related thereto.

The Court voted unanimously to approve an order authorizing publication of Notice of Intention to Issue Certificates of Obligation and other matters related thereto.

A copy of the order is attached.

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

6. Consider the lifting of a burn ban issued on August 15, 2017.

The Court voted unanimously to terminate the order restricting outdoor burning.

A copy of the order is attached.

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

7. Approval of election day polling locations.

A copy is attached.

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

8. Approval of Judges and Alternates for the November 2017 Special Election

The Court approved as submitted the list of Republican and Democratic appointments for Presiding Judges and Alternate Judges for a period of 1 year, ending July 31, 2018.

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

9. Request for out-of-state travel for Jail Administrator Wayne Dicky to attend the Bureau of Justice Statistics workshop in Washington D.C. to review the National Inmate Survey (NIS-4) September 21-22, 2017.

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

10. Request from the Expo for a 120 day extension to the deadline to the comp time pay out for all Expo full time hourly employees.

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

11. Approval for the revised Rewards Program for the Brazos County Expo that was approved in Commissioners Court on August 8, 2017.

A copy of the revised Rewards Program is attached.

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

12. Acceptance of donated property or unclaimed clothing and miscellaneous property left by inmates leaving the Brazos County Jail.

Commissioner Berry asked what happens to the property.

Deputy Stuart stated that if there is anything of value it is placed in surplus and sold at auction, non-valuable items are destroyed, and clothing items may be donated to other inmates upon their release.

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

13. Approval of Non-Profit Organization Application for Fiestas Patias Mexicanas of B/CS,

TX for Brazos County Inmate Work Crew Labor to help with trash cans taken to waste/garbage trucks, trash pick up, set up tables and chairs, tents and take down.

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

14. Approval of revised Inter-Local Agreement between Brazos County, City of Bryan, and City of College Station in support of the 2017 Byrne Justice Assistance Grant Program.

A copy of the Inter-Local Agreement is attached.

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

15. Title IV-E Child Welfare Services & Legal FY 2018 Contract Nos. 23940058 and 23940059

A copy of the contract is attached.

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

16. Contract with Cameron County for post-adjudication residential services.

A copy of the contract is attached.

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

17. Contract renewal with Cameron County for juvenile boot camp services.

A copy of the renewal of contract is attached.

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

18. Contract renewal with Harris County for juvenile residential services.

A copy of the renewal of contract is attached.

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

19. Renewal of contract # 18-022R Water Treatment with Wesco Chemicals, Inc.

A copy of the renewal of contract is attached.

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

20. Approval of service contract #17-171 to LMC Corp for several Brazos County projects

total amount \$757,317.77, using Buyboard contract #520-16.

A copy of the service contract is attached.

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

21. Award of bid contract # 17-293 final items 9-14 for Various Aggregate, Cold Mix and Other Road Materials.

On Tuesday, June 27, 2017, the Court awarded Bid Contract 17-293 for Various Aggregate, Cold Mix and Other Road Materials except items 9-14, pending sample testing. The Court now accepts as submitted the recommendation of the Purchasing Agent and awarded Bid Contract 17-293 for Various Aggregate, Cold Mix and Other Road Materials for final items 9-14 as follows:

Primary:

Vulcan Construction Materials - items 9,10, 12, & 14

Secondary:

Texcon - items 9 & 12

Knife River - item 10

No award - item 11

A copy of the bid tabulation is attached.

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

22. Approval of the Treasurer's Report for July 2017

The Court voted unanimously to receive, approve and order filed as submitted the Treasurer's report for July 2017. A copy is attached and made a part of these minutes.

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

23. Expenditure Journal Entries FY 16/17 080105 - 080112

A copy is attached.

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

24. Tax Refund Applications for the following:

- a. Stonefish Investment Group LLC Series Oney Hervey - Overpayment \$3,211.43

- b. Corelogic Tax Services, LLC - Overpayment \$455.29
- c. Corelogic Tax Services, LLC - Overpayment \$50.00
- d. M&T Bank % Corelogic Tax Service - Overpayment \$693.97

25. Budget Amendments.

Budget Amendments FY 16/17 48.1 - 48.6

- 48.1 Transfer funds from General Capital Projects to Associate Judge No. 2 and Non-Departmental.
- 48.2 Transfer funds from Contingency Fund to Purchasing Department.
- 48.3 Transfer funds from General Capital Projects to Medical Services.
- 48.4 Transfer funds from Non-Departmental to Information Technology.
- 48.5 Transfer funds from Contingency Fund to Sheriff's Office.
- 48.6 Transfer funds from Contingency Fund to Budget Office.

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

26. Personnel Change of Status.

Personnel Action Forms

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

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

27. Payment of Claims.

Claims 7158821-7159002

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

28. Sheriff's report on inmate population.

Sheriff Chris Kirk stated there were 815 inmates in jail. Sheriff Kirk said that 144 inmates were accepted from Aransas County and 76 are federal inmates. He said that the federal inmates should be moved this week, but Aransas County still has no power or water. Sheriff Kirk also updated the Court on the events from the weekend flooding. He also mentioned that the School Resource Office program started today.

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

Commissioner Aldrich thanked the Community Emergency Operations Center (EOC) personnel for the many hours service this weekend. He thanked not just staff and first

responders but the many volunteers from the community.

Judge Peters mentioned that Central Baptist Church and A&M Church of Christ have been designated as shelters and horses coming from the coast will be housed at the Expo Center.

Commissioner Cauley expressed concern for the displaced families on McAllister Lane.

Judge Peters announced that there will be a Public Hearing tonight at 6:00 p.m. for the tax rate increase in the Commissioners' Courtroom.

30. Call for Citizen input and/or concerns

There was no citizen's input.

31. Adjourn.

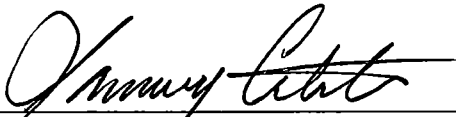
The foregoing minutes of the Commissioners Court meeting held August 29, 2017 have been examined and are approved in open Court this 12th day of September, 2017, in Bryan, Brazos County, Texas.



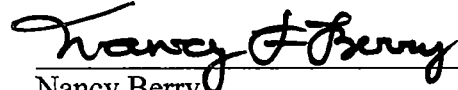
Duane Peters
County Judge



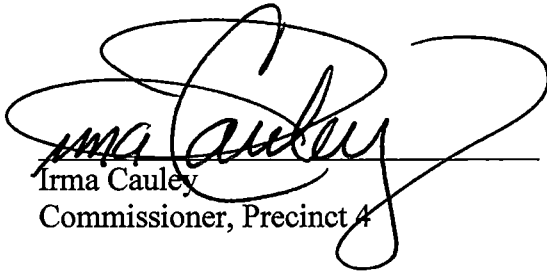
Steve Aldrich
Commissioner, Precinct 1



Sammy Catalena
Commissioner, Precinct 2



Nancy Berry
Commissioner, Precinct 3

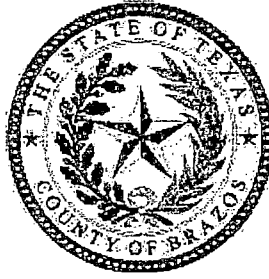


Irma Cauley
Commissioner, Precinct 4

Attest:



Karen McQueen
County Clerk



**BRAZOS COUNTY
BRYAN, TEXAS**

NOTICE OF MEETING AND AGENDA

BRAZOS COUNTY COMMISSIONERS COURT

**THE COMMISSIONERS COURT OF BRAZOS COUNTY WILL MEET
IN REGULAR SESSION ON AUGUST 29, 2017 AT 10:00 AM IN THE
COMMISSIONERS COURTROOM OF THE COUNTY
ADMINISTRATION BUILDING, 200 SOUTH TEXAS AVE., SUITE 106,
BRYAN, TX 77803**

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

Consider and take action on agenda items 3-27:

3. Resolution 17-018 approving a grant application by the Sheriff's Office for the procurement of rifle-resistant body armor.
4. Order 17-007 adopting the 2050 Bryan/College Station Metropolitan Planning Organization Major Thoroughfare Plan.
5. Order 17-008 approving and authorizing the publication of Notice of Intention to Issue Certificates of Obligation and other matters related thereto.
6. Consider the lifting of a burn ban issued on August 15, 2017.
7. Approval of election day polling locations.
8. Approval of Judges and Alternates for the November 2017 Special Election
9. Request for out-of-state travel for Jail Administrator Wayne Dicky to attend the Bureau of Justice Statistics workshop in Washington D.C. to review the National Inmate Survey (NIS-4) September 21-22, 2017.
10. Request from the Expo for a 120 day extension to the deadline to the comp time pay out for all Expo full time hourly employees.
11. Approval for the revised Rewards Program for the Brazos County Expo that was approved in Commissioners Court on August 8, 2017.

FILED

2017 AUG 25 P 12:15

KAREN MCQUEEN, COUNTY CLERK
BRAZOS COUNTY, BRYAN, TEXAS
[Signature]

12. Acceptance of donated property or unclaimed clothing and miscellaneous property left by inmates leaving the Brazos County Jail.
13. Approval of Non-Profit Organization Application for Fiestas Patias Mexicanas of B/CS, TX for Brazos County Inmate Work Crew Labor to help with trash cans taken to waste/garbage trucks, trash pick up, set up tables and chairs, tents and take down.
14. Approval of revised Inter-Local Agreement between Brazos County, City of Bryan, and City of College Station in support of the 2017 Byrne Justice Assistance Grant Program.
15. Title IV-E Child Welfare Services & Legal FY 2018 Contract Nos. 23940058 and 23940059
16. Contract with Cameron County for post-adjudication residential services.
17. Contract renewal with Cameron County for juvenile boot camp services.
18. Contract renewal with Harris County for juvenile residential services.
19. Renewal of contract # 18-022R Water Treatment with Wesco Chemicals, Inc.
20. Approval of service contract #17-171 to LMC Corp for several Brazos County projects total amount \$757,317.77, using Buyboard contract #520-16.
21. Award of bid contract # 17-293 final items 9-14 for Various Aggregate, Cold Mix and Other Road Materials.
22. Approval of the Treasurer's Report for July 2017
23. Expenditure Journal Entries FY 16/17 080105 - 080112
24. Tax Refund Applications for the following:
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 - b. Corelogic Tax Services, LLC - Overpayment \$455.29
 - c. Corelogic Tax Services, LLC - Overpayment \$50.00
 - d. M&T Bank % Corelogic Tax Service - Overpayment \$693.97
25. Budget Amendments.
Budget Amendments FY 16/17 48.1 - 48.6
26. Personnel Change of Status.
Personnel Action Forms
27. Payment of Claims.
28. Sheriff's report on inmate population.
29. Announcement of interest items and possible future agenda topics.
30. Call for Citizen input and/or concerns
31. Adjourn.

PUBLIC COMMENTS

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

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

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

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

INVOCATION

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

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

BRAZOS COUNTY COMMISSIONER'S COURT

29th DAY OF August, 2017
10:00 AM/~~PM~~, _____

Name (PLEASE PRINT)	Organization (PLEASE PRINT)
<u>Xavier McQueen</u>	<u>County Clerk</u>
<u>Steve Walmsley</u>	<u>County Clerk's Office</u>
<u>DANIEL RUDGE</u>	<u>BRYAN-COLLEGE STATION MPD</u>
<u>Chris Kirk</u>	<u>Sheriff</u>
<u>Jim Stewart</u>	<u>Chief Deputy Sheriff's Office</u>
<u>Rudy Hancock</u>	<u>EA</u>
<u>Kevin Stuart</u>	<u>BCSO</u>
<u>Bill Dwyer</u>	<u>WTAU</u>
<u>Megan Mason</u>	<u>Auditor</u>
<u>Ed Bull</u>	<u>CH</u>
<u>Lake Cow</u>	<u>Auditor</u>
<u>James Hill</u>	<u>BCSO</u>
<u>ERIC CALDWELL</u>	<u>BCIT</u>
<u>Kelan Lyons</u>	<u>The Eagle</u>
<u>J.P. Inoué</u>	<u>Bees & B</u>

BRAZOS COUNTY COMMISSIONER'S COURT

29th DAY OF August, 2017
10:00 AM/~~PM~~, _____

Name
(PLEASE PRINT)

Organization
(PLEASE PRINT)

Lloyd Wassermann

James Edge

Anthony Lopez

Irone Jeff

Bernard

R. M. M.

Kim. Charles Wendorf

Jennifer Salazar

Melissa Perez

Laura T Davis

Doug Vance

Donald Limpo

Candy Gallego

Former Commissioner's

Comm. Files

Citizen

Budget

Co. City

Z & B

Purch.

HR

Risk

TREAS

Jul

Constable Pet 2

Comm. Court



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Sheriff's Administration NUMBER:

DATE OF COURT MEETING: 8/29/2017

ITEM: Resolution 17-018 approving a grant application by the Sheriff's Office for the procurement of rifle-resistant body armor.

TO: Commissioners Court

FROM: Carla Field

DATE: 08/21/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

REQUIREMENTS:

ACTION REQUESTED OR ALTERNATIVES: Approve & Sign Resolution

ATTACHMENTS:

File Name

[FY18_BCSO_OOG_Resolution
\(Commissioners Court\).docx](#)

Description

Resolution

Type

Cover Memo

A RESOLUTION OF THE BRAZOS COUNTY COMMISSIONER'S COURT OF BRAZOS COUNTY, TEXAS, APPROVING A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR BY THE SHERIFF'S OFFICE FOR THE PROCUREMENT OF RIFLE-RESISTANT BODY ARMOR

WHEREAS, The Brazos County Commissioner's Court finds it in the best interest of the citizens of Brazos County, TX that the Rifle-Resistant Body Armor project, coordinated by the Brazos County Sheriff's Office, be operated for the year 2018; and

WHEREAS, The Brazos County Commissioner's Court agrees that in the event of loss or misuse of the Office of the Governor funds, The Brazos County Commissioner's Court assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, The Brazos County Commissioner's Court designates the Sheriff as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

BE IT RESOLVED BY THE BRAZOS COUNTY COMMISSIONER'S COURT OF BRAZOS COUNTY, TEXAS:

That the Brazos County Commissioner's Court hereby approves the submission of the grant application for the Rifle-Resistant Body Armor project to the Office of the Governor.

And, that this Resolution shall take effect immediately from and after its passage.

ADOPTED this 29th day of August, A.D. 2017.

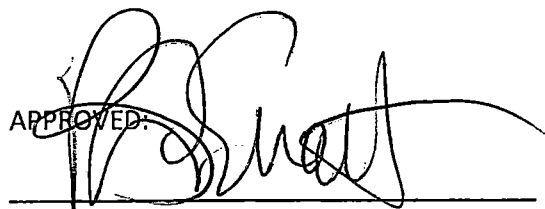
ATTEST:



Karen McQueen, County Clerk

APPROVED: 

Duane Peters, County Judge

APPROVED: 

Bruce Erratt, County Attorney

Grant Number 3481901



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: NUMBER:
DATE OF COURT MEETING: 8/29/2017
ITEM: Order 17-007 adopting the 2050 Bryan/College Station Metropolitan Planning Organization Major Thoroughfare Plan.
TO: Commissioners Court
DATE: 08/18/2017
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

Description

Type

[Final Draft Order for ROW \(003\).docx](#)

order

Cover Memo

[Revised Approved Final 11x17 2050 BCSMPO Major Thoroughfare Concept 06272017.pdf](#)

map

Cover Memo

ORDER 17-007

**AN ORDER OF BRAZOS COUNTY, TEXAS ("COUNTY"), ADOPTING
THE 2050 BRYAN/COLLEGE STATION METROPOLITAN
PLANNING ORGANIZATION MAJOR THOROUGHFARE PLAN.**

WHEREAS, Section 232.102 of the Texas Local Government Code allows a County to approve an order which requires a right-of-way on a road that functions as a major thoroughfare of width more than 120 feet, if such requirement is consistent with a transportation plan adopted by the metropolitan planning organization of the region, and;

WHEREAS, the Bryan College Station Metropolitan Planning Organization (BCSMPO) is the transportation planning organization for the Brazos County region, and;

WHEREAS, the BCSMPO adopted the 2050 Bryan/College Station MPO Thoroughfare Concept by unanimous vote of the Policy Committee on June 26, 2017, and;

WHEREAS, pursuant to the requirements of the above-listed section of the Texas Local Government Code, the County has published notice to adopt on August 21, 2017.

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

SECTION 1. The facts and recitations contained in the preamble of this Order are hereby found and declared to be true and correct, and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

SECTION 2. The Commissioners Court finds it to be in the best interest of the citizens of the County to adopt a major thoroughfare plan revision regarding right-of way, as described in Section 232.102(2) of the Texas Local Government Code and hereby attached and incorporated by reference as Exhibit "A".

SECTION 3. The County Judge is hereby authorized to sign this Order on behalf of the County.

SECTION 4. This Order shall be effective after the 29th day of August, 2017.

ORDERED this 29th of August 2017

BRAZOS COUNTY

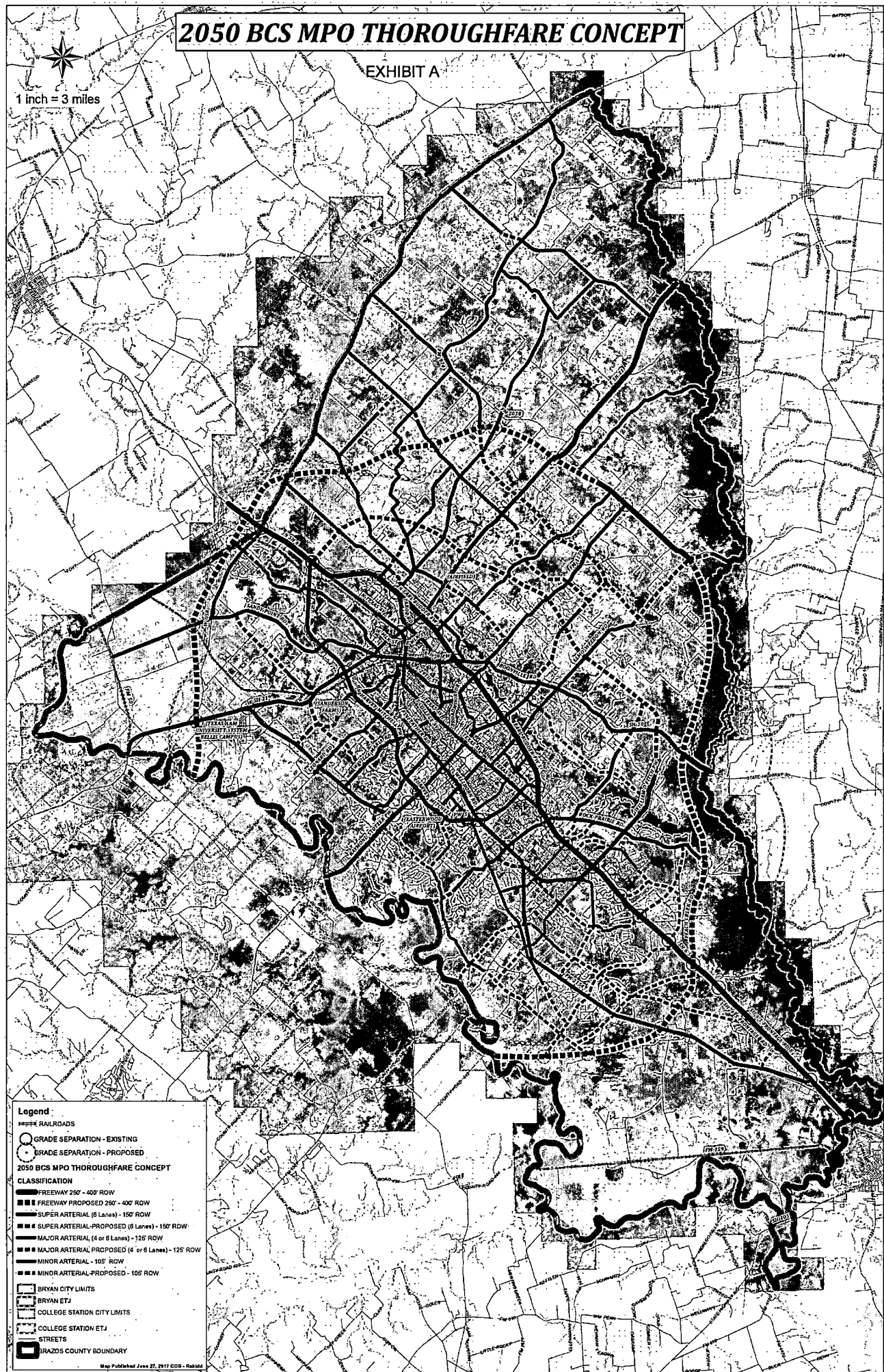
A handwritten signature in black ink, appearing to read 'Duane Peters', is written over a horizontal line.

Duane Peters, County Judge

2050 BCS MPO THOROUGHFARE CONCEPT

EXHIBIT A

1 inch = 3 miles





**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: NUMBER:
DATE OF COURT MEETING: 8/29/2017
ITEM: Order 17-008 approving and authorizing the publication of Notice of Intention to Issue
Certificates of Obligation and other matters related thereto.
TO: Commissioners Court
DATE: 08/18/2017
FISCAL IMPACT: True
BUDGETED: True
DOLLAR AMOUNT: \$0.00
ACTION REQUESTED OR
ALTERNATIVES: Review and approve.

ATTACHMENTS:

File Name

[Brazos NOI Order.pdf](#)

Description

order

Type

Cover Memo

**ORDER APPROVING AND AUTHORIZING PUBLICATION OF NOTICE OF
INTENTION TO ISSUE CERTIFICATES OF OBLIGATION AND OTHER
MATTERS RELATED THERETO**

WHEREAS, the Commissioners Court (the "Court") of Brazos County, Texas (the "County"), finds that the design, planning, acquisition, construction, equipping, expansion, and/or renovation of the public property and payment of fees for professional services described in Exhibit "A" hereto would be beneficial to the inhabitants of the County, and such property is needed to perform essential governmental functions, and the Court has determined that certificates of obligation (the "Certificates") should be issued pursuant to the provisions of the Certificate of Obligation Act of 1971, Section 271.041 *et seq.*, Texas Local Government Code (the "Act"), for such purposes;

WHEREAS, prior to the issuance of the Certificates, the Court is required under the Act to publish notice of its intention to issue the Certificates in a newspaper of general circulation in the County, the notice stating (i) the time and place the Court tentatively proposes to pass the order authorizing the issuance of the Certificates (the "Order"), (ii) the maximum amount of Certificates proposed to be issued, (iii) the purposes for which the Certificates are to be issued, and (iv) the manner in which the Court proposes to pay the Certificates;

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

Section 1. The form and substance of the form of NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION, which is attached hereto as Exhibit "A", is hereby adopted and approved.

Section 2. The County Judge or the County Clerk shall cause the notice to be published, in substantially the form attached hereto, in a newspaper, as defined in Section 2051.044, Texas Government Code of general circulation in the County for two consecutive weeks, the date of first publication to be at least 30 days prior to the date tentatively set for approval of the Order.

Section 3. Both the County Judge and the County Clerk are hereby authorized and directed to execute the certificate to which this Order is attached on behalf of the Court and to do all things proper and necessary to carry out the intent thereof.

* * *

EXHIBIT A

NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION

NOTICE is hereby given that it is the intention of the Commissioners Court of Brazos County, Texas (the "County"), to issue interest-bearing Certificates of Obligation of the County to be designated and known as the "BRAZOS COUNTY, TEXAS CERTIFICATES OF OBLIGATION, SERIES 2017 (the "Certificates") for the purpose of providing for the payment of contractual obligations to be incurred in connection with the design, planning, acquisition, construction, equipping, expansion, improvement, and/or renovation of the Juvenile Detention Center and the payment of contractual obligations for professional services in connection with such projects (including, but not limited to, financial advisory, legal, architectural, and engineering). The Commissioners Court tentatively proposes to authorize the issuance of the Certificates at its regular meeting place in the Commissioners Courtroom, Brazos County Administration Building, 200 South Texas Avenue, Suite 332, Bryan, Texas, at a Regular Meeting of the Commissioners Court to be commenced at 10:00 a.m., on the 24th day of October, 2017, in an amount not to exceed \$13,000,000. The Commissioners Court presently proposes to provide for payment of the Certificates by the pledge of an annual ad valorem tax levied upon all taxable property within the County, within the limits prescribed by law, and by a pledge of \$1,000 of certain of the revenues received by the County from the operation of the Brazos Center. The Certificates are to be issued, and this notice is given, pursuant to Section 271.041, *et seq.*, Texas Local Government Code.

/s/ Duane Peters
County Judge, Brazos County, Texas

ATTEST:

/s/ Karen McQueen
County Clerk, Brazos County, Texas

(COMMISSIONERS COURT SEAL)

CERTIFICATE FOR ORDER

We, the undersigned County Judge and County Clerk of Brazos County, Texas (the "County") hereby certify as follows:

1. The Commissioners Court of the County (the "Commissioners Court") convened in regular session, open to the public, on August 29, 2017, at the meeting place designated in the notice (the "Meeting"), and the roll was called of the members, to wit:

Duane Peters, County Judge
Steve Aldrich, Commissioner, Pct. 1
Sammy Catalena, Commissioner, Pct. 2

Nancy Berry, Commissioner, Pct. 3
Irma Cauley, Commissioner, Pct. 4

All members of the Commissioners Court were present, except _____, thus constituting a quorum. Whereupon among other business, the following was transacted at the Meeting: a written

ORDER APPROVING AND AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION AND OTHER MATTERS RELATED THERETO


(the "Order") was duly introduced for the consideration of the Commissioners Court. It was then duly moved and seconded that the Order be finally passed and adopted; and after due discussion, such motion, carrying with it the adoption of the Order prevailed and carried by the following vote:


YES: 5 NOES: 0 ABSTENTIONS: 0

2. A true, full, and correct copy of the Order adopted at the Meeting is attached to and follows this Certificate; the Order has been duly recorded in the Commissioners Court's minutes of the Meeting; the above and foregoing paragraph is a true, full, and correct excerpt from the Commissioners Court's minutes of the Meeting pertaining to the adoption of the Order; the persons named in the above and foregoing paragraph are duly chosen, qualified, and acting officers and members of the Commissioners Court as indicated therein; each of the officers and members of the Commissioners Court was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the Meeting, and that the Order would be introduced and considered for adoption at the Meeting and each of such officers and members consented, in advance, to the holding of the Meeting for such purpose; and the Meeting was open to the public, and public notice of the time, place, and purpose of the Meeting was given, all as required by Chapter 551, Texas Government Code.

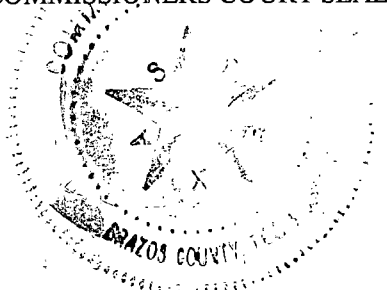
3. Karen McQueen is the duly elected and acting County Clerk of the County.

SIGNED AND SEALED this August 29, 2017.


Karen McQueen
County Clerk, Brazos County, Texas


Duane Peters
County Judge, Brazos County, Texas

(COMMISSIONERS COURT SEAL)





**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: NUMBER:
DATE OF COURT MEETING: 8/29/2017
ITEM: Consider the lifting of a burn ban issued on August 15, 2017.
TO: Commissioners Court
DATE: 08/24/2017
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

[Order Lifting Burn Ban.docx](#)

Description

Order Lifting a Burn Ban

Type

Cover Memo

6

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

ORDER LIFTING RESTRICTIONS ON OUTDOOR BURNING

WHEREAS, the Brazos County Commissioners Court ordered, at its August 15, 2017 meeting, that restrictions on outdoor burning in the unincorporated areas of Brazos County, Texas, which are designated to become effective on August 15, 2017; and,

WHEREAS, at the August 15, 2017 meeting, the Brazos County Commissioners Court determined that circumstances present in all or part of the unincorporated areas of Brazos County created a public safety hazard that would be exacerbated by outdoor burning; and,

WHEREAS, at the August 15, 2017 meeting, the Brazos County Commissioners Court designated that the Brazos County Judge have the authority to terminate this Order in accordance with Local Government Code Section 352.081 (c) (2); and,


WHEREAS, the Brazos County Judge has considered the recent rains and determined that the circumstances present on August 17, 2017, in the unincorporated areas of Brazos County that created a public safety hazard that would be exacerbated by outdoor burning, no longer exist.

NOW, THEREFORE, IT IS HEREBY ORDERED by the Brazos County Judge that the previous order of August 15, 2017, which banned outdoor burning, is lifted and the restrictions set forth are removed until such time as the Brazos County Commissioners Court may take further action regarding the same.

ORDERED this the 29th day of August, 2017.

BRAZOS COUNTY

BY:


Duane Peters, County Judge

ATTEST
BY:


Karen McQueen, County Clerk



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: NUMBER:
DATE OF COURT MEETING: 8/29/2017
ITEM: Approval of election day polling locations.
TO: Commissioners Court
DATE: 08/24/2017
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
2017_Vote_Center_locations_Special_Election.xls	Vote Center locations for election day	Cover Memo



Tuesday, November 7, 2017 - Special Election - Election Day Vote Centers

Martes, el 7 de Noviembre de 2017 - Elección especial - centros de día de las elecciones los votantes




Brazos County Election Administrator Trudy Hancock

Administrador de Elecciones del Condado de Brazos Trudy Hancock

Number número	Voter Center centro de votación	Number número	Vote Center centro de votación	Number número	Vote Center centro de votación
1	Millican Community Center 22284 Pierce Street, Millican, Tx	11	Memorial Student Center (MSC) Texas A&M Campus, Room 526, College Station, Tx	21	Christ United Methodist Church 4201 State Hwy 6, South, College Station, Tx
2	Smetana Fire Station 3098 Fazzino Rd Bryan, Tx	12	GW Williams Tabernacle 311 Waco St/1216 Eureka St, Bryan, Tx	22	Arena Hall 2906 Tabor Rd, Bryan, Tx
3	Galilee Baptist Church 804 N. Logan, Bryan, Tx	13	Pct. 4 Volunteer Fire Station (Brushy) 6357 Raymond Stotzer Pkwy, College Station, Tx	23	Brazos Center 3232 Briarcrest Drive, Bryan, Tx
4	Zion Church of Kurten 977 N. FM 2038, Kurten, Tx	14	Lincoln Center 1000 Eleanor, College Station, Tx	24	Wellborn Community Center 4119 W. Greens Prairie Road, Wellborn, Tx
5	Parkway Baptist Church 1501 Southwest Pkwy, College Station, Tx	15	College Station City Hall 1101 Texas Avenue, College Station, Tx	25	Living Hope Baptist Church 4170 State Highway 6 south, College Station, Tx
6	College Heights Assembly of God, Tx 4100 Old College Rd. Bryan, Tx	16	College Station ISD Admin. Bldg 1812 Welsh, College Station, Tx	26	Church Of The Nazarene 2122 E. William J Bryan Pkwy, Bryan, Tx
7	First Baptist Church - Bryan 3100 Cambridge Drive, Bryan, Tx	17	Fellowship Freewill Baptist Church 1228 W. Villa Maria Road, Bryan, Tx		
8	Beacon Baptist Church 2001 East Villa Maria Road, Bryan, Tx	18	Castle Heights Baptist Church 4504 E. Hwy 21, Bryan, Tx		
9	Bryan Ballroom 703 Palasota Dr. Bryan, Tx	19	St. Francis Episcopal Church 1101 Rock Prairie Road, College Station, Tx		
10	Brazos County Administration Building 200 South Texas Avenue, Bryan, Tx	20	Aldersgate Methodist Church 2201 Earl Rudder Frwy, College Station, Tx		

APPROVED

 8/29/2017
Duane Peters
County Judge



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: NUMBER:
DATE OF COURT MEETING: 8/29/2017
ITEM: Approval of Judges and Alternates for the November 2017 Special Election
TO: Commissioners Court
DATE: 08/24/2017
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

[Recommendations for Judges.doc](#)

Description

Recommendations for Judges and Alternates

Type

Cover Memo


I, Trudy Hancock, REO, Elections Administrator of Brazos County do hereby submit the following persons for appointment as presiding judge and alternate judge for elections conducted by the county as required upon receipt of timely list(s) submitted by the appropriate political party chairs or as recommended by me if no list(s) were submitted timely by party chairs. The appointment will be a 1 year term, ending on July 31, 2018.

Yo, Trudy Hancock, REO, Administrador de Elecciones del Condado de Brazos someto por este medio para nombrar las personas siguientes como juez de presidencia y juez alterno par alas elecciones conducidas por el condado como requerido, según el recibo de las listas oportunas sometidas por las sillas politicas apropiadas del partido o según lo recomendado por mi si no hay listas oportunas sometidas al lado de las sillas del partido. La cita sera un término de 1 año, terminando el 31 de Julio de 2018.

Vote Center <i>Centros de Votación</i>	Presiding Judge <i>Juez de presidencia</i>	Alternate Judge <i>Juez alterno</i>
Millican Community Center	Thaddeus Adams *R*	Peggy Watson *D*
Volunteer Fire Station - Smetana	Harold Eaton *D*	Doris Milam *R*
Galilee Baptist Church	Shirley Carter *D*	Mary Stasiowski *R*
Zion Church of Kurten	Carol Nichols *R*	Eloyce Grimes *D*
Parkway Baptist Church	Donald Tracy *R*	Jack Miller *D*
College Heights Assembly of God Church	Arthur Pinto *R*	Rhoda Segur *D*
First Baptist Church Bryan	Diana Davis *R*	Susan Spears *D*
Beacon Baptist Church	Nathan Cook *R*	Princess Jones *D*
Bryan Ballroom	Lupe Ostiguin *D*	Joe Moreno *R*
Brazos County Administration Bldg	Barry Clar *D*	Robert Bruce *R*
MSC - TAMU	Boyd Cherry *R*	Bobby Presley *D*
GW Williams Tabernacle	Ronnie Adams *D*	*R*
Pct. 4 Volunteer Fire Station - Brushy	Ruby Ellis *D*	David Rhodes *R*
Lincoln Center	Andre Steen *D*	Murray Bennett *R*
College Station City Hall	Gary Thomas *R*	Vincente Gonzales *D*
College Station ISD Administration Bldg	Raul Pendas *R*	Faye Daily *D*
Fellowship Freewill Baptist Church	Ed Biskup *R*	Oscar Chavarria *D*
Castle Heights Baptist Church	Barbara Cooper *D*	Lola Peterson *R*
St Francis Episcopal Church	Bill Edison *R*	Rosemarie Swanson *D*
Aldersgate Methodist Church	Ron Glenn *R*	Joyce Louise *D*
Christ United Methodist Church	Dixie Tracy *R*	Charles Cryan *D*
Arena Hall	Jose Solis *R*	Lynn Kruger *D*
Brazos Center	Marla Calvin *R*	Barry Bauerschlag *D*
Wellborn Community Center	Patricia Lassiter *R*	Tina Hanna *D*
Living Hope Baptist Church	Sandra Waller *R*	Charles Fraser *D*
Church of the Nazarene	Chuck Bruegger *R*	Kathryn Nemece *D*
Central Count Manager	Darlene Nichols	
Tabulating Supervisor	Cray Crouse	
Early Voting Ballot Board	Bob Davis *R*	Mary Ann Arnold *D*
Central Count	Bob Davis *R*	Pamela Harper-Smith *D*

Issued this the 29th day of August, 2017.
Emitado este día de Augusta de 2017.

APPROVED:


E. Duane Peters, Brazos County Judge
Juez del Condado de Brazos



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Brazos County Office of the Sheriff
- Detention Center

NUMBER:

DATE OF COURT MEETING: 8/29/2017

ITEM: Request for out-of-state travel for Jail Administrator Wayne Dicky to attend the Bureau of Justice Statistics workshop in Washington D.C. to review the National Inmate Survey (NIS-4) September 21-22, 2017.

TO: Commissioners Court

FROM: Mr. Wayne Dicky, CJM, CCE

DATE: 08/22/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

REQUIREMENTS: Approval

NOTES/EXCEPTIONS: Lodging, airfare and meals will be paid by the Bureau of Justice Statistics.

ACTION REQUESTED OR
ALTERNATIVES: Approval

ATTACHMENTS:

File Name

[out-of-state-2017-0921-22.pdf](#)

Description

Out of state request memo and back up

Type

Cover Memo




BRAZOS COUNTY OFFICE OF THE SHERIFF CHRISTOPHER C. KIRK

W. JAMES STEWART, CHIEF DEPUTY
WAYNE DICKY, JAIL ADMINISTRATOR

1700 Highway 21 West
BRYAN, TEXAS 77803-1300

To: County Judge Duane Peters
Commissioner Steve Aldrich
Commissioner Sammy Catalena
Commissioner Nancy Berry
Commissioner Irma Cauley


From: Jail Administrator Wayne Dicky 

Date: August 22, 2017

Subject: Request for Approval of Out of State Travel

The Sheriff's Office - Jail Administration Division is requesting approval of out of state travel for Jail Administrator Wayne Dicky to attend the Bureau of Justice Statistics' workshop to review the National Inmate Survey (NIS-4) in Washington D.C., September 21-22, 2017.

Lodging, airfare, and meals will be paid by the Bureau of Justice Statistics.

APPROVED

Duane Peters
County Judge

8/29/17
date

cc: Sheriff Christopher C. Kirk





**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Expo Complex NUMBER:

DATE OF COURT MEETING: 8/29/2017

ITEM: Request from the Expo for a 120 day extension to the deadline to the comp time pay out for all Expo full time hourly employees.

TO: Commissioners Court

FROM: Tom Quarles

DATE: 08/09/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

NOTES/EXCEPTIONS: This request is being made due to the heavy mid September through December Expo event schedule.

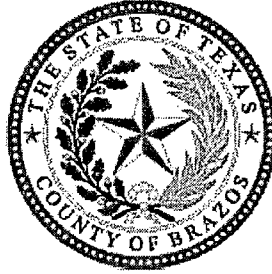
ATTACHMENTS:

File Name

Description

Type

No Attachments Available



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Expo Complex NUMBER:

DATE OF COURT 8/29/2017

MEETING:

ITEM: Request from the Expo for a 120 day extension to the deadline to
the comp time pay out for all Expo full time hourly employees.

TO: Commissioners Court

FROM: Tom Quarles

DATE: 08/09/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

NOTES/EXCEPTIONS: This request is being made due to the heavy mid September
through December Expo event schedule.

ATTACHMENTS:


File Name

Description

Type

No Attachments Available

APPROVED

 8/29/17

Duane Peters date
County Judge



**BRAZOS COUNTY
BRYAN, TEXAS**

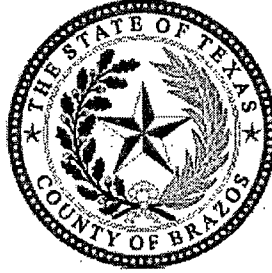
DEPARTMENT: Expo Complex NUMBER:
DATE OF COURT MEETING: 8/29/2017
ITEM: Approval for the revised Rewards Program for the Brazos County Expo that was approved in Commissioners Court on August 8, 2017.
TO: Commissioners Court
FROM: Tom Quarles
DATE: 08/14/2017
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

Description

Type



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Expo Complex NUMBER:
DATE OF COURT 8/29/2017
MEETING:
ITEM: Approval for the revised Rewards Program for the Brazos County
Expo that was approved in Commissioners Court on August 8,
2017.


TO: Commissioners Court
FROM: Tom Quarles
DATE: 08/14/2017
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

Description

Type

APPROVED

Duane Peters 8/29/17
County Judge date

BRAZOS COUNTY EXPO REWARDS PROGRAM

October 1, 2017 – September 30, 2018

Revised for FY2018

Introduction

Now more than ever, event planners need to get the most out of their meetings and events, and the Brazos County Exposition Complex has a viable program to help. With a modern, top of the line event facility, a great location, interesting attractions, nationally recognized Texas A&M University, and an endless variety of hotels & restaurants, we have a lot to offer! Book a qualified meeting or event at the Expo and receive a FACILITY FEE DISCOUNT based on the number of hotel room nights generated by your conference, convention or event!

Program participation is open to meetings and/or events originating from outside or inside of Brazos County with a minimum of 100 room nights. The conference or meeting must be booked between October 1, 2017 and September 30, 2018 and shall take place within three (3) years of the booking date. Eligible reoccurring events are eligible for the Expo Rewards Program.

In addition, Program participation is also available, with the additional guidelines documented herein, to offer financial incentives for existing reoccurring Brazos County events that are willing to move their booked date(s) to an alternate date(s) in order to free their existing date(s) to book a qualified out of County event.

Official Rules and Regulations

The Brazos County Exposition Complex has initiated this program (1) to offer an incentive to associations/organizations and event planners from inside/outside of Brazos County to encourage them to host their meetings and events ~~(for the first time)~~ at the Brazos County Expo in Bryan-College Station (2) to offer an incentive to reoccurring Brazos County events to book an alternate date to free up an existing date needed to book an -out of County event (3) to offer existing eligible reoccurring events, from inside or outside Brazos County, the opportunity to participate in the Expo Rewards Program as long as they maintain eligibility (4) to offer an additional incentive to eligible events that are booked Thursday through Saturday (three proven hotel nights) to receive an additional ten percent (10%) of the annual reward amount (after Brazos County processing) for moving their eligible event to Sunday through Tuesday or Monday through Wednesday (three proven room nights), and (5) to offer an incentive to reoccurring inside or outside events (horse shows, other equine events, livestock shows, rodeos, etc.) to set-up hotel room blocks via the Expo/B-CS CVB for contestants/exhibitors/attendees. The minimum number of room nights required to qualify would be 100 or more.

Expo Guidelines

1. All qualified event planners and/or participants must initiate contact with the appropriate Expo Marketing & Sales Manager and provide:
 - a. Contact information for the event planner (the person responsible for planning the event);
 - b. The name of the event, including alternate event dates, estimated hotel room nights to be generated, and the estimated number of people that would attend.
2. Reoccurring Brazos County events will be contacted by the appropriate Expo staff, if a qualified out of County event is committed to booking an event on their reoccurring scheduled event date, to offer a financial incentive, via the new Expo Incentive Rewards Program, to move their event to an alternate available date to free up the date for the out of county event. The amount offered shall be at the discretion of the Expo General Manager and shall not exceed the full cost of the facility rental fee.
3. Once an eligible event has been booked, the Expo representative/event planner shall contact the Bryan-College Station Convention and Visitor's Bureau (CVB), and provide details including the name of the event, the event planner/primary contact person, the event date and the estimated hotel room nights to be generated. Failure to follow the protocol documented herein or these complete guidelines may result in the forfeiture of the qualified reward or possibly a delay in crediting the reward, whichever deemed appropriate by Expo management. The Expo/CVB will submit the event information to designated BCS hotels to receive bids which will be forwarded to the Expo and the event planner/primary contact person after bids have been received by the designated deadline.
4. Minimum qualifications for events to participate include, but are not limited to, the following:
 - a. The event shall be booked at the Expo and registered through the Bryan-College Station CVB;
 - b. The event must generate a minimum of 100 room nights in hotels with designated room blocks;
 - c. The event must be booked between October 1, 2017 and September 30, 2018 and must

- take place within 3 years of the booking date;
- d. The room nights shall be used via room blocks prearranged through the Expo/Bryan-College Station CVB at one or more hotels located within the city limits of Bryan-College Station;
 - e. The entire event must be held at the Brazos County Expo facilities unless the Expo is not large enough or have the space available to handle the entire event;
 - f. The primary event planner and/or contact person must administer a short survey to all participants/exhibitors/competitors at some point during the event, via a survey instrument provided by the Expo staff, which will adequately provide the comprehensive information needed to measure the economic impact of the event;
 - g. If the eligible customer, with 201 proven room nights or more, signs a multiple year contract of three (3) consecutive years or more, they will also be eligible to receive up to an additional ten percent (10%) of the annual reward amount (after Brazos County processing) for each specific year as long as the original proven room nights generated, via the hotel room blocks described herein, are equal to or more for each successive year;
 - h. If the customer signs a multiple year contract of three (3) consecutive years or more, their event facility fee (for the same amount of space) will be frozen and will not increase (regardless of future facility fee increases) in cost. For outside events, this offer does not include possible future increases in equipment rental fees such as cattle ties, panels, horse stalls or RV spaces.
5. The financial incentive for reoccurring eligible, outside events (horse shows, other equine events, livestock shows, rodeos, etc.) to establish and utilize hotel room blocks via the Expo/B-CS CVB for contestants/exhibitors/attendees will be \$500 per event. The minimum number of room nights required to qualify for this incentive would be 100 nights or more. Proof must be provided by the event planner and/or the primary Expo event contact person. If earned, this incentive will be applied post-event on the final invoice.
 6. Upon completion of the eligible event at the Expo, the group will be entitled to receive a facility fee discount in an amount as determined by the number of room nights utilized in the designated hotel room blocks during the inclusive dates of the event. Documented proof of room nights "picked up" must be obtained by the primary Expo event contact person, from the designated block hotels, and submitted to the Expo no more than one (1) week after the event move-out date.
 - a. Room night increments are as follows:
 - i. 100-200 room nights = \$5,000.00;
 - ii. 201-400 room nights = \$7,000.00;
 - iii. 401-600 room nights = \$9,000.00;
 - iv. 601+ room nights = \$12,000.00
 - b. Under no circumstances shall the amount of the reward earned be greater than the final actual cost of the Expo event facility fees except as documented in (4.g) above. Cost of stalls, RV spaces and animal bedding are not eligible for inclusion in the calculation of the final actual cost and subsequently shall not be a part of the Expo Rewards Program.
 - c. No substitutions of incentives or any other facility discounts are allowed.
 - d. Facility fee discount credit is based on actual room nights picked up within the official group hotel block(s);
 - e. The facility fee discount earned will be applied post-event on the final invoice.
 7. General Terms and Conditions:
 - a. The Brazos County Expo Rewards Program offer and/or the hotel rooms/rates are subject to availability and can be discontinued at any time for events without a signed contract with no prior notice; there shall be a specific amount budgeted for each fiscal year that funds remain available. When the total amount budgeted for a fiscal year is committed, additional funds will not be available until the following fiscal year, if additional funding is approved. In other words, rewards funds are available on a first come, first serve basis until budgeted funds are exhausted each fiscal year;

- b. The reward cannot be used in combination with any other specific Expo offers, promotions, or discounts;
- c. Acceptance into the program is pending final Expo approval; the determination of the Brazos County Expo will be final and conclusive for all purposes;
- d. The Brazos County Expo reserves the right to modify the program as it relates to the offering and reward of facility fee discounts in any way that it deems fair to both the Expo/destination and the event planners involved, in its sole discretion;
- e. The ultimate contract is between the event planner/primary event contact person and the Expo. The CVB only provides information and acts as a facilitator in helping secure hotel room blocks for each specific event;
- f. Liability: Brazos County, its employees, the Bryan-College Station Convention & Visitors Bureau, and its employees, shall not be held liable for any action of the participants or the event planner. Further, Brazos County, its employees, the Bryan-College Station Convention & Visitors Bureau, and its employees, shall not be liable for an injury suffered as a result of the participation of any individual involved in this Rewards Program or the event itself.

8. Brazos County Internal Administrative Procedures

- a. When events are booked, using the Expo Rewards Program, the Budget Office will be notified so that a permanent record can be established for each approved event. This will allow a cumulative total to be kept so that the amount, that has been committed, does not exceed the approved budgeted amount available, in the current fiscal year, for Expo HOT incentive awards;
- b. At the conclusion of each event that is eligible and approved to receive HOT incentive rewards funds, the appropriate Expo staff member will send a Payment Authorization to expense funds from the Expo HOT Fund and to credit those funds to the Exposition Complex. In addition, the final invoice and a copy of the signed contract will be sent as supporting documentation. All three documents will be sent to the Brazos County Auditor's Office to document closure (these documents will also be copied to the Budget Office for record keeping purposes) of the approved event and to communicate that the total funds rewarded should be transferred, via journal entry, from the Expo HOT Fund Incentive Awards Account. The Exposition Complex will receive a receipt and the appropriate staff person will enter the funds as Expo revenue;
- c. The total amount of Expo Rewards funds that are transferred during each fiscal year (October 1-September 30), for eligible events that satisfied the post event proof requirements, will be provided to the current President/Chairman (at that specific time) of the Brazos Valley Lodging Association. This will be done no later than January 1, after the close of the previous fiscal year.
- d. Any unforeseen necessary variances in the comprehensive Expo Rewards Program, these administrative procedures, the policies documented herein and/or in the reward for any specific eligible event can be made and/or approved at the discretion of the Expo General Manager.

BRAZOS COUNTY EXPO REWARDS PROGRAM
October 1, 2017 – September 30, 2018
Revised for FY2018

Revised
Copy

Introduction

Now more than ever, event planners need to get the most out of their meetings and events, and the Brazos County Exposition Complex has a viable program to help. With a modern, top of the line event facility, a great location, interesting attractions, nationally recognized Texas A&M University, and an endless variety of hotels & restaurants, we have a lot to offer! Book a qualified meeting or event at the Expo and receive a FACILITY FEE DISCOUNT based on the number of hotel room nights generated by your conference, convention or event!

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The Brazos County Exposition Complex has initiated this program (1) to offer an incentive to associations/organizations and event planners from inside/outside of Brazos County to encourage them to host their meetings and events at the Brazos County Expo in Bryan-College Station (2) to offer an incentive to reoccurring Brazos County events to book an alternate date to free up an existing date needed to book an out of County event (3) to offer existing eligible reoccurring events, from inside or outside Brazos County, the opportunity to participate in the Expo Rewards Program as long as they maintain eligibility (4) to offer an additional incentive to eligible events that are booked Thursday through Saturday (three proven hotel nights) to receive an additional ten percent (10%) of the annual reward amount (after Brazos County processing) for moving their eligible event to Sunday through Tuesday or Monday through Wednesday (three proven room nights), and (5) to offer an incentive to reoccurring inside or outside events (horse shows, other equine events, livestock shows, rodeos, etc.) to set-up hotel room blocks via the Expo/B-CS CVB for contestants/exhibitors/attendees. The minimum number of room nights required to qualify would be 100 or more.

Expo Guidelines

1. All qualified event planners and/or participants must initiate contact with the appropriate Expo Marketing & Sales Manager and provide:
 - a. Contact information for the event planner (the person responsible for planning the event);
 - b. The name of the event, including alternate event dates, estimated hotel room nights to be generated, and the estimated number of people that would attend.
2. Reoccurring Brazos County events will be contacted by the appropriate Expo staff, if a qualified out of County event is committed to booking an event on their reoccurring scheduled event date, to offer a financial incentive, via the new Expo Incentive Rewards Program, to move their event to an alternate available date to free up the date for the out of county event. The amount offered shall be at the discretion of the Expo General Manager and shall not exceed the full cost of the facility rental fee.
3. Once an eligible event has been booked, the Expo representative/event planner shall contact the Bryan-College Station Convention and Visitor's Bureau (CVB), and provide details including the name of the event, the event planner/primary contact person, the event date and the estimated hotel room nights to be generated. Failure to follow the protocol documented herein or these complete guidelines may result in the forfeiture of the qualified reward or possibly a delay in crediting the reward, whichever deemed appropriate by Expo management. The Expo/CVB will submit the event information to designated BCS hotels to receive bids which will be forwarded to the Expo and the event planner/primary contact person after bids have been received by the designated deadline.
4. Minimum qualifications for events to participate include, but are not limited to, the following:
 - a. The event shall be booked at the Expo and registered through the Bryan-College Station CVB;
 - b. The event must generate a minimum of 100 room nights in hotels with designated room blocks;
 - c. The event must be booked between October 1, 2017 and September 30, 2018 and must

- take place within 3 years of the booking date;
- d. The room nights shall be used via room blocks prearranged through the Expo/Bryan-College Station CVB at one or more hotels located within the city limits of Bryan-College Station;
 - e. The entire event must be held at the Brazos County Expo facilities unless the Expo is not large enough or have the space available to handle the entire event;
 - f. The primary event planner and/or contact person must administer a short survey to all participants/exhibitors/competitors at some point during the event, via a survey instrument provided by the Expo staff, which will adequately provide the comprehensive information needed to measure the economic impact of the event;
 - g. If the eligible customer, with 201 proven room nights or more, signs a multiple year contract of three (3) consecutive years or more, they will also be eligible to receive up to an additional ten percent (10%) of the annual reward amount (after Brazos County processing) for each specific year as long as the original proven room nights generated, via the hotel room blocks described herein, are equal to or more for each successive year;
 - h. If the customer signs a multiple year contract of three (3) consecutive years or more, their event facility fee (for the same amount of space) will be frozen and will not increase (regardless of future facility fee increases) in cost. For outside events, this offer does not include possible future increases in equipment rental fees such as cattle ties, panels, horse stalls or RV spaces.
5. The financial incentive for reoccurring eligible, outside events (horse shows, other equine events, livestock shows, rodeos, etc.) to establish and utilize hotel room blocks via the Expo/B-CS CVB for contestants/exhibitors/attendees will be \$500 per event. The minimum number of room nights required to qualify for this incentive would be 100 nights or more. Proof must be provided by the event planner and/or the primary Expo event contact person. If earned, this incentive will be applied post-event on the final invoice.
 6. Upon completion of the eligible event at the Expo, the group will be entitled to receive a facility fee discount in an amount as determined by the number of room nights utilized in the designated hotel room blocks during the inclusive dates of the event. Documented proof of room nights "picked up" must be obtained by the primary Expo event contact person, from the designated block hotels, and submitted to the Expo no more than one (1) week after the event move-out date.
 - a. Room night increments are as follows:
 - i. 100-200 room nights = \$5,000.00;
 - ii. 201-400 room nights = \$7,000.00;
 - iii. 401-600 room nights = \$9,000.00;
 - iv. 601+ room nights = \$12,000.00
 - b. Under no circumstances shall the amount of the reward earned be greater than the final actual cost of the Expo event facility fees except as documented in (4.g) above. Cost of stalls, RV spaces and animal bedding are not eligible for inclusion in the calculation of the final actual cost and subsequently shall not be a part of the Expo Rewards Program.
 - c. No substitutions of incentives or any other facility discounts are allowed.
 - d. Facility fee discount credit is based on actual room nights picked up within the official group hotel block(s);
 - e. The facility fee discount earned will be applied post-event on the final invoice.
 7. General Terms and Conditions:
 - a. The Brazos County Expo Rewards Program offer and/or the hotel rooms/rates are subject to availability and can be discontinued at any time for events without a signed contract with no prior notice; there shall be a specific amount budgeted for each fiscal year that funds remain available. When the total amount budgeted for a fiscal year is committed, additional funds will not be available until the following fiscal year, if additional funding is approved. In other words, rewards funds are available on a first come, first serve basis until budgeted funds are exhausted each fiscal year;



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Brazos County Office of the Sheriff
- Detention Center

NUMBER:

DATE OF COURT MEETING: 8/29/2017

ITEM: Acceptance of donated property or unclaimed clothing and miscellaneous property left by inmates leaving the Brazos County Jail.

TO: Commissioners Court

FROM: Mr. Wayne Dicky, CJM, CCE

DATE: 08/18/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

REQUIREMENTS: Approval of Donated/Awarded Property-see attached forms

ACTION REQUESTED OR
ALTERNATIVES: Approval

ATTACHMENTS:

File Name

[Donation Forms 2017-0805.pdf](#)

Description

Donation of Property forms

Type

Cover Memo



12

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

Date: 08/05/17

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

☐ Donation of County Property

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

Item Description: _____

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

Make: _____ Model: _____ Year: _____ SN/VIN #: _____

☐ Functional ☐ Non-Functional. Explain if Non-Functional _____

Additional Description/Information: Clothing, jewelery, electronics and other misc items left by inmates
leaving BCDC in the months of May and June.

Estimated Value: _____

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

Acceptance of Donated Property

Check the appropriate account based on estimated value of property being accepted:

- ☐ 61235000 (Donation - Other)*
☐ 60010000 (No Asset Tag - Under \$500)
☐ 67010000 (Minor Property - \$500 - \$4999)
☐ 80010000 (Capital Property - Over \$5000)

Donation of County Property

Check the appropriate entity property being donated to:

Government Entity: Brazos County Sheriff's Office
Organization Name
Other (Due to Statutory requirements prior approval is required by Purchasing: Brazos County Sheriff's Office
Organization Name

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

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

Requesting Department: Brazos County Sheriff's Office
Department Name

Michael Lunn
Authorized Signature

Organization Receiving Donated Property: Michael Lunn
Authorized Signature

Approved by Commissioners Court on this 29th day of August 2017

[Signature]
Commissioners Court Approval



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Brazos County Office of the Sheriff
- Detention Center

NUMBER:

DATE OF COURT MEETING: 8/29/2017

ITEM: Approval of Non-Profit Organization Application for Fiestas Patias Mexicanas of B/CS, TX for Brazos County Inmate Work Crew Labor to help with trash cans taken to waste/garbage trucks, trash pick up, set up tables and chairs, tents and take down.

TO: Commissioners Court

FROM: Mr. Wayne Dicky, CJM, CCE

DATE: 08/24/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

REQUIREMENTS: Approval and signature

ACTION REQUESTED OR
ALTERNATIVES: Approval and signature

ATTACHMENTS:

File Name

[Fiesta-Patriastas.pdf](#)

Description

Application for Non-Profit Organization

Type

Cover Memo

**Non-Profit Organization Application for
Brazos County Inmate Work Crew Labor**

ORGANIZATION Fiestas Patrias Mexicanas of B/CS, TX			PHONE 979-575-2910
ADDRESS STATE P.O. Box 346 Bryan, Texas 77806	ZIP 77806	CITY Bryan, Texas	FAX
CEO NAME Alma Villarreal		CONTACT NAME Alma Villarreal	

I certify that the above named organization is a nonprofit organization that qualifies for a tax exemption under Section 501(s), Internal revenue Code of 1986, as an organization described by Section 501 (c)(3) of that code, and is organized as a nonprofit corporation under the Texas Non-Profit Corporation Act (Article 1396-1.01 et seq., Vernon's Texas Civil Statutes.

CEO SIGNATURE <i>Alma Villarreal</i> 	DATE August 23, 2017
--	--------------------------------

Please provide a description of the type of work that will be assigned and equipment that will be used.

Throughout the day we need the trash cans taken to the waste/garbage truck that is parked in the same fenced area of the festival. We also need trash picked-up and disposed accordingly. We would like to make sure the trash cans do not overflow. If trash is taken care of we will need tables and chairs, tents, set-up and later in the day taken down. Not sure what time the crew needs to be back. The different task depends on the time of day. We are mostly focused on the trash. The event starts at 12:00 noon and ends at 10:00 p.m. If the crew can come in early in the morning to help set-up some tents, chairs and tables that would be very helpful. Please let me know if you have any other questions. Thank you.

Fiestas Patrias Mexicanas of B/CS, TX. Parade and Street Festival on Sunday, September 17, 2017 from 12:00 noon to 10:00 p.m. The festival area will be fenced.

****Note**** The allocation of a work crew to provide labor for your organization is subject to availability.



Brazos County Office of the Sheriff Request for Work Crew Assignment

The Brazos County Office of the Sheriff has reviewed the application for assignment of a work crew.

- ☒ The type of labor and task requested is appropriate for work crew assignment. It is hereby requested that this application be placed on the agenda for the Brazos County Commissioners Court consideration of approval.
- ☐ The type of labor and task requested is not appropriate for work crew assignment. It is hereby requested that this application not be placed on the agenda for the Brazos County Commissioners Court consideration of approval.

Signature

Title

JACK ADKINS

Date

8/23/17



Brazos County Commissioners Court Approval for Work Crew Assignment

The Brazos County Commissioners Court has received the recommendation from the Brazos County Office of the Sheriff and has determined that the above non-profit organization provides a public service to the county or to a political subdivision located in whole or in part in the county. This approval for work crew assignment is valid effective from the date approved below through December 31st of the calendar year.

Approved by Commissioners Court on:

8/29/17

County Judge

Date

August 29, 2017



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Sheriff's Administration NUMBER:

DATE OF COURT MEETING: 8/29/2017

ITEM: Approval of revised Inter-Local Agreement between Brazos County, City of Bryan, and City of College Station in support of the 2017 Byrne Justice Assistance Grant Program.

TO: Commissioners Court

FROM: Carla Field

DATE: 08/23/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

NOTES/EXCEPTIONS: Revised version of ILA approved on 08.22.2017.
Notary section was removed - City of CS felt this was unnecessary.
Expiration date for the award was changed from 2021 to 2020.

ACTION REQUESTED OR
ALTERNATIVES:

ATTACHMENTS:

File Name

[2017 JAG Interlocal Agreement.docx](#)

[Sheriff s letter on JAG.pdf](#)

Description

2017 JAG Program ILA

Letter from Sheriff Kirk

Type

Cover Memo

Cover Memo

**INTERLOCAL AGREEMENT BETWEEN BRAZOS COUNTY, THE CITY OF COLLEGE
STATION, AND THE CITY OF BRYAN FOR THE 2017 BYRNE JUSTICE ASSISTANCE
GRANT (JAG) PROGRAM AWARD**

This Agreement is made and entered into by and between Brazos County, Texas (hereinafter referred to as the "County"), acting through its Commissioners' Court, the City of College Station (hereinafter referred to as "College Station"), a Texas Home Rule Municipal Corporation, acting through its City Council; and the City of Bryan, Texas (hereinafter referred to as "Bryan"), a Texas Home Rule Municipal Corporation, acting through its City Council.

WHEREAS, the County, College Station, and Bryan wish to submit a joint application for grant funds under the U.S. Department of Justice's 2017 Edward Byrne Memorial Justice Assistance Grant (JAG) Program; and

WHEREAS, as a condition precedent to receiving a JAG award, the County, College Station, and Bryan are required to enter into an inter-local agreement designating one joint applicant to serve as the applicant/fiscal agent for the joint funds; and

WHEREAS, Bryan will serve as the applicant/fiscal agent; and

WHEREAS, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, authorizes all local governments to contract with each other to perform governmental functions or services; and

WHEREAS, the parties represent that each is independently authorized to perform the functions or services contemplated by this Agreement; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, Bryan agrees to provide the County \$7,174.00 from the JAG award for the purpose of supporting local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information technology, research and evaluation activities that will improve or enhance law enforcement programs; and

WHEREAS, Bryan agrees to provide College Station \$17,544.00 from the JAG award for the purpose of supporting local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information technology, research and evaluation activities that will improve or enhance law enforcement programs; and

WHEREAS, Bryan shall use their \$23,108.00 from the JAG award for the purpose of supporting local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information technology, research and evaluation activities that will improve or enhance law enforcement programs; and

WHEREAS, Bryan, College Station and the County believe it to be in their best interest to reallocate the JAG funds as described above,

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants and conditions contained herein, promise and agree as follows:

1. Bryan agrees to pay the County a total of \$7,174.00 of JAG funds.
2. The County agrees to use the \$7,174.00 for the purpose of supporting local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information technology, research and evaluation activities that will improve or enhance law enforcement programs.
3. Bryan agrees to pay College Station a total of \$17,544.00 of JAG funds.
4. College Station agrees to use \$17,544.00 for the purpose of supporting local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information technology, research and evaluation activities that will improve or enhance law enforcement programs.
5. Bryan agrees to retain a total of \$23,108.00 of the JAG funds.
6. Bryan agrees to use \$23,108.00 for the purpose of supporting local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information technology, research and evaluation activities that will improve or enhance law enforcement programs.
7. The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.
8. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.
9. No party shall have the right to direct or control the conduct of the other parties with respect to the duties and obligations of each party under the terms of this Agreement.
10. Each entity shall ensure that all applicable laws and ordinances have been satisfied.
11. **Effective Date and Term.** This Agreement shall be effective when signed by the last party who's signing makes the Agreement fully executed and will remain in full force and effect until September 30, 2020.
12. **Indemnification** Subject to the limitations as to damages and liability under the Texas Tort Claims Act, and without waiving its governmental immunity, each party to this Agreement agrees to hold harmless each other, its governing board, officers, agents and employees for any liability, loss, damages, claims or causes of action caused, or asserted to be caused, directly or indirectly by any other party to this Agreement, or any of its officers, agents or employees as a result of its performance under this Agreement.
13. **Consent to Suit.** Nothing in this Agreement will be construed as a waiver or relinquishment by any party of its right to claim such exemptions, privileges and immunities as may be provided by law.

14. **Invalidity:** If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.
15. **Written Notice.** Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the business address as listed herein.

CITY OF BRYAN:

City Manager
City of Bryan
300 South Texas Ave.
Bryan, Texas 77803

CITY OF COLLEGE STATION:

City Manager
City of College Station
P. O. Box 9960
College Station, Texas 77842

BRAZOS COUNTY:

County Judge
Brazos County
200 South Texas Ave., Ste. 332
Bryan, Texas 77803

16. **Entire Agreement.** It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. Nor oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.
17. **Amendment.** No Amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.
18. **Texas Law.** This Agreement has been made under and shall be governed by the laws of the State of Texas.
19. **Place of Performance.** Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.
20. **Authority to Enter Contract.** Each party has the full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective corporations.
21. **Waiver.** Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in anyway affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse any other different or subsequent breach.

22. **Agreement Read.** The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.

23. **Assignment.** This Agreement and the rights and obligations contained herein may not be assigned by any party without the prior written approval of the other parties to this Agreement.

24. **Multiple Originals.** It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

EXECUTED this the _____ day of _____, 2017 by **CITY OF BRYAN**.

CITY OF BRYAN

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

City Secretary

City Attorney

EXECUTED this the _____ day of _____, 2017 by **CITY OF COLLEGE STATION.**

CITY OF COLLEGE STATION

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

City Secretary

City Manager

City Attorney

Assistant City Attorney/CFO

EXECUTED this the 29th day of August, 2017 by BRAZOS COUNTY.

COUNTY OF BRAZOS


By:


County Judge

ATTEST:


County Clerk

APPROVED AS TO FORM:


Counsel for Brazos County



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: NUMBER:
DATE OF COURT MEETING: 8/29/2017
ITEM: Title IV-E Child Welfare Services & Legal FY 2018 Contract Nos. 23940058 and 23940059
TO: Commissioners Court
DATE: 08/23/2017
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

[FY18_Budget_IV-E_CWS.pdf](#)

[FY18_Budget_IV-E_Legal_Contract.pdf](#)

[FFATA_Certification.docx](#)

[Risk_Analysis_Questionnaire.docx](#)

[Signature_Authority.docx](#)

Description

Title IV-E Foster Care 2018 Budget

Title IV-E Legal 2018 Budget

FFATA Certification

Risk Analysis Questionnaire

Signature Authority

Type

Backup Material

Backup Material


Backup Material

Backup Material

Backup Material

**Budget for Title IV-E
County Child Welfare Services Contract**

15

Summary			
County:		Brazos County (Child Welfare)	
Contract Number:		23940058	
Budget Effective Date:		10/1/2017-9/30/2018	
Cost Category	Estimated Total Expenses Allocable to Title IV-E	Total Anticipated Federal Reimbursement	Total Anticipated County Match
A. Administration			
A.1. Direct Personnel Salaries	\$0.00	\$0.00	\$0.00
A.2. Direct Personnel Fringe Benefits	\$0.00	\$0.00	\$0.00
A.3. Direct Personnel Travel	\$0.00	\$0.00	\$0.00
A.4. Direct Materials and Supplies	\$0.00	\$0.00	\$0.00
A.5. Direct Equipment	\$0.00	\$0.00	\$0.00
A.6. Direct Other Costs	\$200.00	\$26.67	\$173.33
Total Administration	\$200.00	\$26.67	\$173.33
B. Training			
B.1. Title IV-E Training (75%)	\$4,500.00	\$900.01	\$3,599.99
B.2. Title IV-E Fostering Connections Training (75%)	\$0.00	\$0.00	\$0.00
B.3. Non-Title IV-E Training (50%)	\$0.00	\$0.00	\$0.00
Total Training	\$4,500.00	\$900.01	\$3,599.99
C. Supplemental Foster Care Maintenance (SFCM)			
Total SFCM	\$22,550.00	\$12,668.59	\$9,881.41
D. Indirect Costs (if applicable)			
Indirect Cost Base	\$0.00	\$0.00	\$0.00
Grand Total	\$27,250.00	\$13,595.27	\$13,654.73
<p>*Estimated Federal Reimbursement for expenses based on Eligible Population Rate (EPR) during 3rd quarter of the preceding fiscal year:</p> <p>Actual reimbursement will be based on EPR in effect for the county during the month in which expenses were incurred.</p>			<p>26.667%</p>
<p>* Estimated Federal Reimbursement for Supplemental Foster Care Maintenance expenses based on Federal Medicaid Assistance Percentage (FMAP) rate in effect during preceding fiscal year:</p> <p>Actual reimbursement will be based on FMAP rate in effect at the time reimbursement is made to contractor.</p>			<p>56.18%</p>
<p>Indirect Cost Rate, if applicable (attach a copy of the approved Certificate of Indirect Costs):</p>			<p>31.990%</p>
<u>Contractor Certification</u>			
		<p><i>August 29, 2017</i></p>	
<p>Signature</p>		<p>Date</p>	
<p>Duane Peters, County Judge</p>			
<p>Printed Name & Title</p>			

**Budget for Title IV-E
County Child Welfare Services Contract**

Administration			
A.6. Direct Other Costs			
County:		Brazos County (Child Welfare)	
Contract Number:		23940058	
Budget Effective Date:		10/1/2017-9/30/2018	
Other Costs (description)	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
Birth Certificates	\$200.00	\$26.67	\$173.33
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
Total Direct Other Costs	\$200.00	\$26.67	\$173.33

* estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.
http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

**Budget for Title IV-E
County Child Welfare Services Contract**

B. Training									
B.1. Title IV-E Training (75%)									
County: <u>El Paso County (Child Welfare)</u>									
Contract Number: <u>23940058</u>									
Budget Effective Date: <u>10/1/2017-9/30/2018</u>									
Training (Description and Title)	Registration* (amount allocable to Title IV-E)	Lodging* (amount allocable to Title IV-E)	Meals* (amount allocable to Title IV-E)	Transportation (amount allocable to Title IV-E)	Subtotal	Number of Employees Attending	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 75% FFP)	Anticipated County Match
NOTE: Form 9321 <i>Training Expense Documentation Form</i> must be submitted to DFPS for review/approval by Federal Funds prior to training.									
Crimes Against Children	\$500.00	\$650.00	\$250.00	\$350.00	\$1,750.00	2	\$3,500.00	\$700.01	\$2,799.99
Every Victim Every Time Crim	\$40.00	\$0.00	\$0.00	\$0.00	\$40.00	25	\$1,000.00	\$200.00	\$800.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
Total Training							\$4,500.00	\$900.01	\$3,599.99

* estimated amount allocable to Title IV-E

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.state.tx.us/handbooks/Title_IV_E_County/default.jsp

**Budget for Title IV-E
County Child Welfare Services Contract**

C. Supplemental Foster Care Maintenance (SFCM)			
		County:	Brazos County (Child Welfare)
		Contract Number:	23940058
		Budget Effective Date:	10/1/2017-9/30/2018
Other Costs (description)	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated FMAP)	Anticipated County Match
Allowances		\$0.00	\$0.00
Clothing	\$20,000.00	\$11,236.00	\$8,764.00
Gifts	\$250.00	\$140.45	\$109.55
Graduation Expenses	\$500.00	\$280.90	\$219.10
Personal Items	\$1,000.00	\$561.80	\$438.20
School Supplies	\$300.00	\$168.54	\$131.46
Reasonable Child Specific Travel	\$500.00	\$280.90	\$219.10
Total Direct Other Costs	\$22,550.00	\$12,668.59	\$9,881.41


* estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.
http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

**Budget for Title IV-E
County Child Welfare Services Contract**

Budget Narrative	
County: azos County (Child Welfa	
Contract Number:	23940058
Budget Effective Date:	10/1/2017-9/30/2018
<p>Clearly describe each expense to be incurred and billed to this contract. Refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.state.tx.us/handbooks/Title IV-E County</p>	
A. Administration	
<u>A.1. Direct Personnel Salaries</u>	
<u>A.2. Direct Personnel Fringe Benefits</u>	
<u>A.3. Direct Personnel Travel</u>	
<u>A.4. Direct Materials and Supplies</u>	
<u>A.5. Direct Equipment</u>	
<u>A.6. Direct Other Costs</u>	
Birth Certificates for IV-E eligible children	
B. Training	
<u>B.1. Title IV-E Training (75%)</u>	
Conferences for DFPS staff to attend	
<u>B.2. Title IV-E Fostering Connections Training (75%)</u>	
<u>B.3. Non-Title IV-E Training (50%)</u>	
C. Supplemental Foster Care Maintenance (SFCM)	
Allowable expenses directly related to the IV-E eligible children to include clothing, personal items, school items, day care, or travel for children	
D. Indirect Costs (if applicable)	

**Budget for Title IV-E
County Legal Services Contract**

Summary			
County:		Brazos County (Legal)	
Contract Number:		23940059	
Budget Effective Date:		10/1/2017-9/30/2018	
Cost Category	Estimated Total Expenses Allocable to Title IV-E	Total Anticipated Federal Reimbursement*	Total Anticipated County Match
A. Administration			
A.1. Direct Personnel Salaries	\$193,920.00	\$25,856.32	\$168,063.68
A.2. Direct Personnel Fringe Benefits	\$80,405.69	\$10,720.89	\$69,684.79
A.3. Direct Personnel Travel	\$0.00	\$0.00	\$0.00
A.4. Direct Materials and Supplies	\$0.00	\$0.00	\$0.00
A.5. Direct Equipment	\$0.00	\$0.00	\$0.00
A.6. Direct Other Costs	\$13,600.00	\$1,826.59	\$11,773.41
Total Administration	\$287,925.69	\$38,403.80	\$249,521.89
B. Training			
B.1. Title IV-E Training (75%)	\$1,600.00	\$320.00	\$1,280.00
B.2. Title IV-E Fostering Connections Training (75%)	\$0.00	\$0.00	\$0.00
B.3. Non-Title IV-E Training (50%)	\$0.00	\$0.00	\$0.00
Total Training	\$1,600.00	\$320.00	\$1,280.00
C. Indirect Costs (if applicable)			
Total Indirect Costs	\$0.00	\$0.00	\$0.00
Grand Total	\$289,525.69	\$38,723.80	\$250,801.88
<p>*Estimated Federal Reimbursement for expenses based on Eligible Population Rate (EPR) during 3rd quarter of the preceding fiscal year: 26.667%</p> <p>Actual reimbursement will be based on EPR in effect for the county during the month in which expenses were incurred.</p> <p>Indirect Cost Rate, if applicable (attach a copy of the approved Certificate of Indirect Costs): 31.990%</p>			
<u>Contractor Certification</u>			
 _____ Signature		August 29, 2017 _____ Date	
_____ Duane Peters, County Judge Printed Name & Title			

**Budget for Title IV-E
County Legal Services Contract**

Administration					
A.1. Direct Personnel Salaries					
County: <u>Brazos County (Legal)</u>					
Contract Number: <u>23940059</u>					
Budget Effective Date: <u>10/1/2017-9/30/2018</u>					
Position or Title	A	B	C	D	E
	Monthly Salary	% of Time Spent on IV-E Activities	Number of Months of Service	Estimated Total Expense* (AxBxC)	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)
Assistant DA	\$8,750.00	100%	12	\$105,000.00	\$14,000.18
Legal Administrative Secretary	\$3,827.00	100%	12	\$45,924.00	\$6,123.28
Legal Administrative Secretary	\$3,583.00	100%	12	\$42,996.00	\$5,732.87
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
Total Direct Personnel Salaries				\$193,920.00	\$25,856.32

*estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.
http://www.dfps.state.tx.us/handbooks/Title_IV_E_County/default.jsp

**Budget for Title IV-E
County Legal Services Contract**

F
Anticipated County Match
\$90,999.83
\$39,800.72
\$37,263.13
\$0.00
\$0.00
\$0.00
\$168,063.68

**Budget for Title IV-E
County Legal Services Contract**

Administration			
A.2. Direct Personnel Fringe Benefits			
County:		Brazos County (Legal)	
Contract Number:		23940059	
Budget Effective Date:		10/1/2017-9/30/2018	
Type of Fringe Benefits	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
FICA 7.65% (193,120/12 = 16,093)	\$14,773.37	\$1,969.81	\$12,803.57
Workers Comp - 0.333%	\$637.28	\$84.97	\$552.31
Retirement 14.25%	\$27,519.03	\$3,669.25	\$23,849.78
Medical Insurance (\$12,492/person/annual)	\$37,476.00	\$4,996.86	\$32,479.14
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
Total Direct Personnel Fringe Benefits	\$80,405.69	\$10,720.89	\$69,684.79

*estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

**Budget for Title IV-E
County Legal Services Contract**

Administration			
A.6. Direct Other Costs			
County:		Brazos County (Legal)	
Contract Number:		23940059	
Budget Effective Date:		10/1/2017-9/30/2018	
Other Costs (description)	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
Court reporter transcripts	\$2,000.00	\$266.67	\$1,733.33
Citation of Publications	\$500.00	\$66.67	\$433.33
Publications (based on library exps divided among	\$1,000.00	\$133.34	\$866.67
Commercial Copying	\$300.00	\$40.00	\$260.00
Expert Witnesses	\$300.00	\$0.00	\$300.00
Interpreting	\$2,000.00	\$319.90	\$1,680.10
Mediation Fees	\$7,500.00	\$1,000.01	\$6,499.99
Total Direct Other Costs	\$13,600.00	\$1,826.59	\$11,773.41

*estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.state.tx.us/handbooks/Title_IV-E_County/default.jsp

**Budget for Title IV-E
County Legal Services Contract**

B. Training									
B.1. Title IV-E Training (75%)									
County: <u>Brazos County (Legal)</u> Contract Number: <u>23940059</u> Budget Effective Date: <u>10/1/2017-9/30/2018</u>									
Training (Description and Title)	Registration* (amount allocable to Title IV-E)	Lodging* (amount allocable to Title IV-E)	Meals* (amount allocable to Title IV-E)	Transportation* (amount allocable to Title IV-E)	Subtotal	Number of Employees Attending	Estimated Total Expense*	Anticipated Federal Reimbursement	Anticipated County Match
NOTE: Form 9321 <i>Training Expense Documentation Form</i> must be submitted to DFPS for review/approval by Federal Funds prior to training.									
Crimes Against Children Con	\$450.00	\$650.00	\$200.00	\$300.00	\$1,600.00	1	\$1,600.00	\$320.00	\$1,280.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
Total Training							\$1,600.00	\$320.00	\$1,280.00

*estimated amount allocable to Title IV-E

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.
http://www.dfps.state.tx.us/handbooks/Title_IV_E_County/default.jsp

**Budget for Title IV-E
County Legal Services Contract**

Budget Narrative	
County:	Brazos County (Legal)
Contract Number:	23940059
Budget Effective Date:	10/1/2017-9/30/2018
<p>Clearly describe each expense to be incurred and billed to this contract, including justification for expense. Refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.s</p>	
A. Administration	
A.1. Direct Personnel Salaries Salary expense for all personnel directly working on cases related to Title IV-E Children allocated by time spent	
A.2. Direct Personnel Fringe Benefits Salary expense for all personnel directly working on cases related to Title IV-E Children allocated by time spent	
A.3. Direct Personnel Travel	
A.4. Direct Materials and Supplies	
A.5. Direct Equipment	
A.6. Direct Other Costs Court cost expenses directly related to Title IV-E children cases	
B. Training	
B.1. Title IV-E Training (75%) Conferences directly related to parent/child/family law	
B.2. Title IV-E Fostering Connections Training (75%)	
B.3. Non-Title IV-E Training (50%)	
C. Indirect Costs (if applicable)	

**Budget for Title IV-E
County Legal Services Contract**

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FFATA Certifications

The Federal Funding Accountability and Transparency Act (FFATA) certifications enumerated below represent material facts upon which DFPS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DFPS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DFPS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. **If the Signer cannot certify all of the statements contained in this section, Signer must provide written notice to DFPS detailing which of the below statements it cannot certify and why.**

Enter your organization's Dun & Bradstreet (D&B) DUNS Number: **052960341**

Enter the parent DUNS Number, if applicable:

Did your organization have gross income, from all sources, of less than \$300,000 in your previous tax year?

Yes ☐ No ☒ N/A ☐ (if entity does not generate income)

If your answer is **Yes**, skip Parts **A**, **B**, **C**, and **D** and complete Part **E**.

If your answer is **No** or **N/A**, complete Parts **A** and **B**.

Part A. Certification Regarding % of Annual Gross from Federal Awards

Did your organization receive 80% or more of its annual gross income from federal awards in the previous tax year?

Yes ☐ No ☒

Part B. Certification Regarding Amount of Annual Gross from Federal Awards

Did your organization receive \$25 million or more in annual gross income from federal awards in the previous tax year?

Yes ☐ No ☒

If your answer is **Yes** to both **A** and **B**, you must complete Part **C**.

If your answer is **No** to either **A** or **B**, skip Part **C** and go to Part **D**.

Part C. Certification Regarding Public Access to Compensation Information

Does the public have access to information about the compensation [17 CFR 229.402(c)(2)] of the senior executives (e.g., officers, managing partners, or any other employees in management positions) in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Yes ☐ No ☐ N/A ☐ (if entity reports through some other means, state how:)

If your answer is **Yes**, skip Part **D** and complete Part **E**.

If your answer is **No**, you must provide compensation information to DFPS for FFATA reporting in Part **D**.

If **N/A**, you may still be required to supply compensation information pending DFPS or federal awarding agency approval. Skip Part **D** until requested by DFPS to supply compensation information and proceed to complete Part **E**.

FFATA Certifications

Part D. Certification Regarding Executive Compensation

The Names and Total Compensation of the top five (5) executives if:

- More than 80% of annual gross revenues from the Federal government,
- Those revenues are greater than \$25M annually, and
- Compensation information is not already available through reporting to the SEC.

Contractor Executive Names	Total Compensation

Part E. General FFATA Certification

As the duly authorized representative (Signatory) of the Contractor named below, I hereby certify that the responses that I have provided to the questions in this certification form are true, complete and correct to the best of my knowledge.

Duane Peters

Printed Name of Authorized Representative



Signature of Authorized Representative

County Judge

Title of Authorized Representative

August 29, 2017

Date

Brazos County

Legal Name of Contractor

(Subawardee Name)

23940058 & 23940059

Contract Number

(Subaward Number)

Bryan

Primary City

(Subawardee Principal Place of Performance)

TX

State

77803

9-Character Zip Code

(Zip +4)

This Section For DFPS Use Only

Contract Manager Information

Name Bonnie Francis

Phone (512 834-3201

Department Contracts

Region 7

FFATA Certifications

Email Eddie.francis@dfps.state.tx.us

This Section For DFPS Use Only (continued)

Federal Funding Agency:			
CFDA Program #:	93.658		
Contract Start Date: <i>(Subaward Obligation/Action Date)</i>	10/01/2011	Contract End Date:	09/30/2018
Total Amount of Contract: <i>(Amount of Subaward)</i>			
HCATS Subject: <i>(Program Source)</i>			
HCATS Purpose: <i>(Subaward Project Description)</i>			

Risk Analysis Questionnaire FY 2018

Legal Name of Contractor:	Brazos County	Contract Number:	23940058 & 23940059
Please provide the person's name, title, and number to contact for questions or if additional information is needed:		Contact Name & Title: Megan Mason Contact Phone Number: (979) 361-4352	

Active Contracts & Payment Types

1. Do you currently have other active contracts with DFPS or any other entity either within or outside of Texas [Federal, State (ISD, University), County, or Private Business]?

Yes ☒ No ☐

If yes, please provide the entity name, contract number(s), and indicate which of the following payment types is utilized for the contract:

Fixed Price	Fixed price is a deliverables-based payment type for a contract with a firm agreed-upon price for the delivery of goods and services.
Cost Reimbursement	Payment type that reimburses contractors for actual, allowable, reasonable, and necessary expenditures incurred up to an approved amount and within the associated cost categories in the approved budget and budget narrative.
Fee For Service	Contractor is paid a standard fee per unit of service. Typically, rates are either negotiated with the individual vendor and apply only to that vendor or there is a uniform rate that is paid to all vendors providing the service. This rate-based payment type is used when an independent rate setting process does not exist for the contracted service.
Rate-Set Payments	Contractor is paid a set rate per unit of service. A rate setting process where the rate is approved by the Health and Human Services Commission (HHSC) or another agency with rate setting authority. The resulting rate is applied to the purchase of specifically defined units of service.
Blended Foster Care Rate	The blended foster care rate is the HHSC-developed rate equal to the weighted average rate across all placement types that DFPS pays under a Single Source Continuum Contract for each day of service provided to a child or youth in paid foster care.
Blended Foster Care Case Rate	The blended foster care case rate is the rate paid under a Single Source Continuum Contract for each day of service provided to each child or youth as measured against an established length of stay baseline formulated by HHSC for each defined age category or "strata" of children/youth.
Exceptional Foster Care Rate	An exceptional foster care rate applies to a limited number of situations and/or days under a Single Source Continuum Contract where a child requires extraordinary care.
Day (24 hour)	Usually for residential services. This is the rate paid to the provider for each 24-hour period that a DFPS client is in a provider's care.
Other	Any other payment type not defined above.

Entity Name	Contract Number	Payment Type
see attached scheduel of state & federal grants		

**Risk Analysis Questionnaire
FY 2018**

RAI Factor #1 – SCOR Mandated

Independent Audits

2. Is your business entity required to undergo an independent audit? ☒ Yes ☐ No

If yes, please identify the authority requiring the audit:

3. How long has it been since your last independent audit (e.g., Annual Financial Statement audit, Compliance audit) was completed by an independent auditor, including other state/federal agencies such as the State Auditor's Office (SAO) or the Office of Inspector General (OIG)? (Note: Monitoring activities conducted by another state agency are not considered independent audits for this purpose.)

☒ Within 21 Months ☐ Within 22-34 Months ☐ 35 Months or More ☐ No Audit Completed Provide a copy of the most recent independent audit, if applicable.

Additional Information: Annual Financial statement audit by independent auditor can be found on our County Website www.brazoscountytx.gov

RAI Factor #9

Risk Analysis Questionnaire FY 2018

Related Party Transactions

4. Disclose the type of business transactions (compensated or not) that occur between your business entity and any related party. For purposes of this question, related party refers to:

- a) A family member (including blood, marriage, or adoption),
- b) A member of the Board of Directors,
- c) Stockholders with >5% Ownership,
- d) Key Employees Paid Separately for Other Responsibilities (e.g., consulting services, not direct employees),
- e) Parent/Subsidiaries, or
- f) Organizations Under Common Ownership or Control (excluding routine relationships for an LLC).

Transactions include business activities such as purchasing or leasing (e.g., a building, a computer, or a vehicle) and/or obtaining a service (e.g., legal services, accounting services, banking services).

Non-Compensated Services	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Compensated, Non-Recurring Goods, Services, or Labor	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Compensated, Recurring Goods, Services or Labor	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Compensated Goods, Services, or Labor w/ Uniform Rate Uniform, Set Rate that Applies to All Contracts for the Service	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Compensated Consulting or Management Services	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Compensated Building Leasing	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Compensated Transportation	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
For-Profit Affiliated with Non-Profit	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Owned/Operated by Same or Related Entity	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Parent/Subsidiary Relationship	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

RAI Factor #8

Subcontractors

5. Indicate the percentage of work performed by subcontractors for the contracted service (as allowable by the contract).

- ☒ No Subcontractor Involvement
- ☐ Subcontractors Account for 50% or Less of Work Performed
- ☐ Subcontractors Account for More than 50% of Work Performed

RAI Factor #14

Risk Analysis Questionnaire
FY 2018

Legal Name of Contractor:	Brazos County	Contract Number:	23940058 & 23940059
Please provide the person's name, title, and number to contact for questions or if additional information is needed:		Contact Name & Title: Megan Mason Contact Phone Number: (979) 361-4352	

Active Contracts & Payment Types

1. Do you currently have other active contracts with DFPS or any other entity either within or outside of Texas [Federal, State (ISD, University), County, or Private Business]?

Yes ☒ No ☐

If yes, please provide the entity name, contract number(s), and indicate which of the following payment types is utilized for the contract:

Fixed Price	Fixed price is a deliverables-based payment type for a contract with a firm agreed-upon price for the delivery of goods and services.
Cost Reimbursement	Payment type that reimburses contractors for actual, allowable, reasonable, and necessary expenditures incurred up to an approved amount and within the associated cost categories in the approved budget and budget narrative.
Fee For Service	Contract with paid independent fee. Usually, rates are either negotiated or there is a uniform rate that is used when an contracted service.
Rate-Set Payments	Contract approved with defined rates. Pricing process where the rate is set by HHSC or another agency for the purchase of specifically defined services.
Blended Foster Care Rate	The blended rate is equal to the weighted average of the Single Source Continuum rates for in paid foster care.
Blended Foster Care Case Rate	The blended case rate is established by the Single Source Continuum for each defined age category or situation.
Exceptional Foster Care Rate	An exceptional rate for a Single Source Continuum for situations and/or days under extraordinary care.
Day (24 hour)	Usually for a provider for each 24-hour period of care in a provider's care.
Other	Any other payment type not defined above.

Please have Judge sign these and send me the originals + have him sign Budget for both Title IV-E contracts + please send me originals
Thank you
mnm

Entity Name	Contract Number	Payment Type
see attached scheduel of state & federal grants		

**Risk Analysis Questionnaire
FY 2018**

RAI Factor #1 – SCOR Mandated

Independent Audits

2. Is your business entity required to undergo an independent audit? ☒ Yes ☐ No

If yes, please identify the authority requiring the audit:

3. How long has it been since your last independent audit (e.g., Annual Financial Statement audit, Compliance audit) was completed by an independent auditor, including other state/federal agencies such as the State Auditor's Office (SAO) or the Office of Inspector General (OIG)? (Note: Monitoring activities conducted by another state agency are not considered independent audits for this purpose.)
- ☒ Within 21 Months ☐ Within 22-34 Months ☐ 35 Months or More ☐ No Audit Completed Provide a copy of the most recent independent audit, if applicable.

Additional Information: Annual Financial statement audit by independent auditor can be found on our County Website www.brazoscountytexas.gov

RAI Factor #9

Risk Analysis Questionnaire **FY 2018**

Related Party Transactions

4. Disclose the type of business transactions (compensated or not) that occur between your business entity and any related party. For purposes of this question, related party refers to:
- a) A family member (including blood, marriage, or adoption),
 - b) A member of the Board of Directors,
 - c) Stockholders with >5% Ownership,
 - d) Key Employees Paid Separately for Other Responsibilities (e.g., consulting services, not direct employees),
 - e) Parent/Subsidiaries, or
 - f) Organizations Under Common Ownership or Control (excluding routine relationships for an LLC).

Transactions include business activities such as purchasing or leasing (e.g., a building, a computer, or a vehicle) and/or obtaining a service (e.g., legal services, accounting services, banking services).

Non-Compensated Services	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Compensated, Non-Recurring Goods, Services, or Labor	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Compensated, Recurring Goods, Services or Labor	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Compensated Goods, Services, or Labor w/ Uniform Rate Uniform, Set Rate that Applies to All Contracts for the Service	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Compensated Consulting or Management Services	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Compensated Building Leasing	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Compensated Transportation	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
For-Profit Affiliated with Non-Profit	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Owned/Operated by Same or Related Entity	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Parent/Subsidiary Relationship	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

RAI Factor #8

Subcontractors

5. Indicate the percentage of work performed by subcontractors for the contracted service (as allowable by the contract).

- ☒ No Subcontractor Involvement
- ☐ Subcontractors Account for 50% or Less of Work Performed
- ☐ Subcontractors Account for More than 50% of Work Performed

RAI Factor #14

Risk Analysis Questionnaire FY 2018

Key Management Staff

For purposes of this question, key management staff may include individuals with titles such as: Executive Director, President, Sole Proprietor, Comptroller, Chief Financial Officer, Manager, or Program Director.

6. Has there been a change in any key management staff at your business organization within the past two years?

☐ Yes ☒ No

If Yes, has the change been within the past 24 months? ☐ Yes ☐ No

7. Indicate whether or not key management staff have at least two years' worth of experience providing fiscal or programmatic components of the contracted service (even if not with the same business entity).

Fiscal components refer to the financial aspect of the contract.

Programmatic components refer to the service delivery side of the contract, such as ensuring that services are provided to clients, monitoring the quality of the service delivery, complying with the service provisions in the contract.

Executive Director, Sole Proprietor, President or Equivalent	<input type="checkbox"/> Less than 2 years with fiscal <u>or</u> programmatic components of federal and/or state contracted programs	<input type="checkbox"/> At least 2 years with fiscal <u>or</u> programmatic components of federal and/or state contracted programs	<input checked="" type="checkbox"/> At least 2 years with fiscal <u>and</u> programmatic components of federal and/or state contracted programs
Accounting Director, Comptroller, Chief Financial Officer, Business Manager, etc.	<input type="checkbox"/> Less than 2 years with fiscal <u>or</u> programmatic components of federal and/or state contracted programs	<input type="checkbox"/> At least 2 years with fiscal <u>or</u> programmatic components of federal and/or state contracted programs	<input checked="" type="checkbox"/> At least 2 years with fiscal <u>and</u> programmatic components of federal and/or state contracted programs
Program Director, Program Coordinator or Equivalent	<input type="checkbox"/> Less than 2 years with fiscal <u>or</u> programmatic components of federal and/or state contracted programs	<input type="checkbox"/> At least 2 years with fiscal <u>or</u> programmatic components of federal and/or state contracted programs	<input checked="" type="checkbox"/> At least 2 years with fiscal <u>and</u> programmatic components of federal and/or state contracted programs

RAI Factor #16

Direct Delivery Staff

8. Has there been a significant change in direct delivery staff at your business organization within the preceding year?

☐ Yes ☐ No

9. Please indicate the average level of experience that direct delivery staff at your organization have in providing the contracted service.

☐ 0 - 23 months

☐ 24 - 59 months

☒ 60 or more months

RAI Factor #17

**Risk Analysis Questionnaire
FY 2018**

Internal Controls

10. Does your business organization have any outstanding liabilities or litigations?

☐ Yes ☒ No


If Yes, Describe:

RAI Factor #7

CERTIFICATION

This form must be signed by an individual with documented signature authority, as designated by the business entity.

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE, THAT THE INFORMATION REPORTED HEREIN IS TRUE, CORRECT, AND COMPLETE.



Signature

Aug. 29, 2017

Date

Duane Peters
Printed Name

County Judge
Title

The Federal Funding Accountability and Transparency Act (FFATA) certifications enumerated below represent material facts upon which DFPS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DFPS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DFPS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. **If the Signer cannot certify all of the statements contained in this section, Signer must provide written notice to DFPS detailing which of the below statements it cannot certify and why.**

Enter your organization's Dun & Bradstreet (D&B) DUNS Number: **052960341**

Enter the parent DUNS Number, if applicable:

Did your organization have gross income, from all sources, of less than \$300,000 in your previous tax year?

Yes ☐ No ☒ N/A ☐ (if entity does not generate income)

If your answer is **Yes**, skip Parts **A**, **B**, **C**, and **D** and complete Part **E**.

If your answer is **No** or **N/A**, complete Parts **A** and **B**.

Part A. Certification Regarding % of Annual Gross from Federal Awards

Did your organization receive 80% or more of its annual gross income from federal awards in the previous tax year?

Yes ☐ No ☒

Part B. Certification Regarding Amount of Annual Gross from Federal Awards

Did your organization receive \$25 million or more in annual gross income from federal awards in the previous tax year?

Yes ☐ No ☒

If your answer is **Yes** to both **A** and **B**, you must complete Part **C**.

If your answer is **No** to either **A** or **B**, skip Part **C** and go to Part **D**.

Part C. Certification Regarding Public Access to Compensation Information

Does the public have access to information about the compensation [17 CFR 229.402(c)(2)] of the senior executives (e.g., officers, managing partners, or any other employees in management positions) in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Yes ☐ No ☐ N/A ☐ (if entity reports through some other means, state how:)

If your answer is **Yes**, skip Part **D** and complete Part **E**.

If your answer is **No**, you must provide compensation information to DFPS for FFATA reporting in Part **D**.

If **N/A**, you may still be required to supply compensation information pending DFPS or federal awarding agency approval. Skip Part **D** until requested by DFPS to supply compensation information and proceed to complete Part **E**.

Part D. Certification Regarding Executive Compensation

The Names and Total Compensation of the top five (5) executives if:

- More than 80% of annual gross revenues from the Federal government,
- Those revenues are greater than \$25M annually, and
- Compensation information is not already available through reporting to the SEC.

Contractor Executive Names	Total Compensation

Part E. General FFATA Certification

As the duly authorized representative (Signatory) of the Contractor named below, I hereby certify that the responses that I have provided to the questions in this certification form are true, complete and correct to the best of my knowledge.

Duane Peters

Printed Name of Authorized Representative



Signature of Authorized Representative

County Judge

Title of Authorized Representative

August 29, 2017

Date

Brazos County

Legal Name of Contractor

(Subawardee Name)

23940058 & 23940059

Contract Number

(Subaward Number)

Bryan

Primary City

(Subawardee Principal Place of Performance)

TX

State

77803

9-Character Zip Code

(Zip +4)

*This Section For DFPS Use Only***Contract Manager Information**Name Bonnie FrancisPhone (512 834-3201)Department ContractsRegion 7

Email Eddie.francis@dfps.state.tx.us

This Section For DFPS Use Only (continued)

Federal Funding Agency:			
CFDA Program #:	93.658		
Contract Start Date: <i>(Subaward Obligation/Action Date)</i>	10/01/2011	Contract End Date:	09/30/2018
Total Amount of Contract: <i>(Amount of Subaward)</i>			
HCATS Subject: <i>(Program Source)</i>			
HCATS Purpose: <i>(Subaward Project Description)</i>			

Signature Authority Designation

All Contractors/Potential Contractors are required to fill out and submit this form.

Completion of this form designates signature authority for Contractor: Brazos County

The Contractor may: (1) designate additional signature authority by including the additional signature authority's name and title; or (2) verify that the signature below is the only signature authority designated for contracting with DFPS.

The Contractor understands that there is an ongoing duty to notify DFPS in writing of any change to signature authority during the term of the contract with DFPS. The Contractor verifies that the signature(s) below is a complete, true and correct representation of signature authority.

Duane Peters
Printed Name


Signature of Authorized Representative

County Judge
Title of Authorized Representative

August 29, 2017
Date

Brazos County
Legal Name of Contractor/Potential Contractor

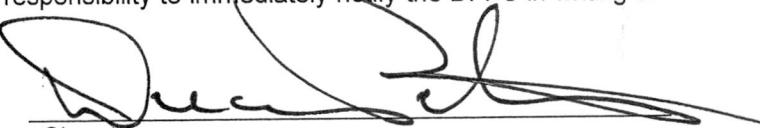
23940058 (CW); 23940059(Legal)
Contract or Procurement Number

The Designated Signature Authority as referenced above has authorized the following person(s) listed below to also approve and sign on the contract functions as indicated. Please note that *both* the printed name and signature is required for each authorized individual.

<u>Katie Conner</u> Printed Name	<u>County Auditor</u> Title	<u>Financial Officer</u> Function	<u></u> Signature
<u></u> Printed Name	<u></u> Title	<u></u> Function	<u></u> Signature
<u></u> Printed Name	<u></u> Title	<u></u> Function	<u></u> Signature
<u></u> Printed Name	<u></u> Title	<u></u> Function	<u></u> Signature
<u></u> Printed Name	<u></u> Title	<u></u> Function	<u></u> Signature
<u></u> Printed Name	<u></u> Title	<u></u> Function	<u></u> Signature

I certify that the person(s) indicated above are designated as "Authorized Official(s)" for the purpose stated and that the signatures are valid. I further understand that it is my responsibility to immediately notify the DFPS in writing of any changes to the above list.

Dune Peters, Brazos County Judge
Printed or Typed Name & Title of Contract Signatory


Signature



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Juvenile Services NUMBER:

DATE OF COURT MEETING: 8/29/2017

ITEM: Contract with Cameron County for post-adjudication residential services.

TO: Commissioners Court

FROM: Doug Vance

DATE: 08/18/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ACTION REQUESTED OR Approval.
ALTERNATIVES:

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
CameronCountyLIFEandBRAVEContract2017-2018.pdf	Cameron County Residential Contract	Cover Memo

www

COUNTY OF CAMERON

1. Adequate functioning in all developmental and/or environmental areas; there may be transient difficulties, "every-day" worries, and occasional misbehavior, but would be regarded as a normal child; responds to "normal" discipline. The caregiver provides a routine home environment with guidance and supervision to meet the needs of the child; or
2. No more than occasional problems in functioning in any area; some acting out behavior in response to life stresses, but those are brief and transient, minimally disturbing to others, and not considered deviant by those who know the child. The caregiver provides a routine home environment with supplemental guidance and discipline to meet the needs of the child.

B. Moderate Level

1. Frequent or repetitive minor problems in one or more areas; may engage in non-violent antisocial acts, but is capable of meaningful interpersonal relationships, requires supervision in structured supportive setting with counseling available from professional or paraprofessional staff; or
2. Substantial problems; child has physical, mental, or social needs and behaviors that may present a moderate risk of causing harm to self or others, poor or inappropriate social skills, frequent episodes of aggressive or other antisocial behavior with some preservation of meaningful social relationships, requires treatment program in a structured supportive setting with therapeutic counseling available by professional staff.

3.02 Service Provider will perform the following services:

- A. Provide basic residential services, including: standard supervision by qualified adults, food and snacks, recreation, allowances, personal hygiene items, haircuts, transportation, school supplies, room, (rent, utilities, maintenance, telephone) and miscellaneous, as ordered by Juvenile Probation.
- B. Provide and document paraprofessional counseling, off-campus visits or furloughs, major incidents and worker contacts. Any and all costs associated with off-campus visits or furloughs will be paid by the parent or guardian.
- C. Ensure that the child's parent(s) or legal guardian(s), and Juvenile Probation, and specifically the Juvenile Probation Officer are notified if a child in placement makes an unauthorized departure, becomes seriously ill, or is involved in a serious accident. The Juvenile Probation Officer and parents will be informed immediately if during working hours. After normal working hours, the Juvenile Detention Center will be notified as well as the parents. In the event of serious illness or accident and for any required follow-up care Service Provider shall be responsible for having the child transported to the nearest hospital or emergency care facility.
- D. When requested by the Brazos County Juvenile Probation Department, the Service Provider shall make the child available for visitation and/or conference calls in order to conduct a Case Plan and subsequent monthly updates as needed. Service Provider shall participate by providing information regarding progress or lack of in services provided and displayed behaviors.
- E. Provide the Juvenile Probation Officer with a written report of the child's progress on a monthly basis in a Monthly Progress Report.

- F. Document and maintain records of all goods and services provided to contracted children. These records shall contain, but are not limited to: hours of service provided, number of children served, average length of stay per client, total hours of counseling or treatment provided. These records shall be made available to Juvenile Probation for periodic inspection.
- G. Document and maintain records pertaining to the effectiveness of goods and services provided to contracted children. These records shall contain, but are not limited to: percentage of youth in program successfully achieving set educational goals, percentage of youth achieving set vocational goals, percentage of youth achieving set social skills goals, percentage of youth demonstrating overall progress, number and type of investigations made by the Department of Family and Protective Services or any law enforcement agency due to reports of abuse and/or neglect. These records shall be made available to Juvenile Probation for periodic inspection.
- H. Any and all medical/psychiatric treatment required to meet the needs of the child, as well as clothing, or other expenses not provided for in Service Provider's program, shall be the sole responsibility of said child's parent(s), guardian(s) or court ordered appointed conservator, to be paid by either personal payment or health insurance. However, in no case shall a child be denied any needed medical/psychiatric treatment or clothing due to the inability to pay.

ARTICLE IV EVALUATION CRITERIA

- 4.01 The performance of Service Provider in achieving the goals of Juvenile Probation will be evaluated on the basis of the output and outcome measures contained in this section. Juvenile Probation at its discretion, may use other means or additional measures to evaluate the performance of Service Provider in fulfilling the terms and conditions of the Agreement.
 - A. Juvenile Probation shall evaluate Service Provider's performance under this Agreement according to the following specific performance goals for Service Provider:
 - 1. Ensure children complete residential placement.
 - 2. Prevent re-referrals of children during the four (4) months following release from residential placement.
 - 3. Ensure children move down in their Level of Care as they progress in the treatment program.
 - B. Juvenile Probation shall additionally evaluate Service Provider by the following output measures (in actual numbers of units of service and activities):
 - 1. The total number of children placed in residential placement.
 - 2. The total number of children who were discharged from residential placement successfully.
 - 3. The total number of re-referrals of children discharged from placements within four (4) months after release.
 - 4. The total number of children who move down in their Level of Care.
 - 5. The average length of time before a child moves down in the Level of Care.

C. Juvenile Probation shall further evaluate Service Provider by the following outcome measures:

1. Percentage of children in residential placement who will complete their placement as a successful discharge.
 2. Percentage of children who have completed placement and not re-referrals within four (4) months after release.
 3. Percentage of children who move down in their Level of Care.
- 4.02 Service Provider shall report on a monthly basis to Juvenile Probation as to each of the foregoing output and outcome measures. These reports will be reviewed Juvenile Probation in order to monitor Service Provider for programmatic compliance with this Agreement.

ARTICLE V COMPENSATION

- 5.01 For and in consideration of the above-mentioned services, Juvenile Probation agrees to pay Service Provider not more than the per diem rates based upon the Level of Care provided, in accordance with schedule of rates set by the Texas Health and Human Services Commission as currently effective or subsequently amended. Those rates as currently effective are as set forth in Exhibit A, attached hereto and incorporated herein.
- 5.02 The above fee will be paid only for those children specifically authorized to be placed by Juvenile Probation through its fiscal or designated official. This fee shall include residential care and a minimum of one group or individual counseling session per month. In no event will the per diem rate exceed that specified for the Level of Care provided. For services rendered under this agreement, **Brazos County Juvenile Probation Department** shall pay the sum of **One Hundred Ten Dollars (\$110.00) per day per child for Basic Care or One Hundred Sixty-Two Dollars and Thirty Cents (\$162.30) for Moderate Care** for each day juveniles are placed at the facility. Charges will include the day of admittance, regardless of the hour of admittance; plus the number of days until released, including the day of release regardless of the hour. It is understood that the Level of Care provided by Service Provider will be reduced to a lower Level of Care as soon as such reduction is deemed practical by Service Provider, based upon improvements in the child's attitude and behavior.
- 5.03 Medical: **Brazos County Juvenile Probation Department** agrees to be responsible for payment of medical care to the juveniles placed at the L.I.F.E. & B.R.A.V.E. Residential Placement and to pay for emergency examinations, treatments, and hospitalizations in the event the child's medical insurance does not cover the cost. The L.I.F.E. & B.R.A.V.E. Residential Placement shall notify **Brazos County Juvenile Probation Department** of any emergency or medical condition requiring medical care within one (1) regular working day of its occurrence.
- 5.04 Service Provider will submit an invoice for payment of services to the Juvenile Probation Fiscal Officer on a monthly basis. Said invoice shall be submitted within ten (10) working days following the end of the invoiced month and shall include information deemed necessary for adequate fiscal control, including but not limited to: hours worked, to be attributed to specific clients if appropriate, date service was rendered, hourly rate, total daily cost, and total monthly cost. Each invoice received for payment will be reviewed by Juvenile Probation in order to monitor Service Provider for financial compliance with this Agreement. Invoices submitted by Service Provider in proper form shall be paid by Juvenile Probation in a timely manner. Payments shall be made within ten (10) working days after

receipt. Payment shall be made to Cameron County Juvenile Justice Department, P.O. Box 1690, San Benito Texas 78586.

- 5.05 Any income received by Service Provider toward the support of a child from sources other than this Agreement, including but not limited to Social Security, medical insurance coverage, or contributions from parents or others must be documented as to each child for whom a billing is submitted and deducted from the invoice submitted to Juvenile Probation. Documentation must include the sufficient identifying information of the parties receiving the services, the dates and times services were provided, and such other information deemed necessary for adequate fiscal control.
- 5.06 In order to avoid duplicate payments for children being transferred to another child care agency under contract with Juvenile Probation, the receiving agency will bill Juvenile Probation on the day the child is transferred into the program; the releasing agency will not bill Juvenile Probation for the last day of care.
- 5.07 Services which are not directly addressed by this Agreement must be submitted for approval with associated billing for reimbursement from Juvenile Probation.
- 5.08 Service Provider agrees to make claims for payment or direct any payment disputes to Juvenile Probation. Service Provider will not contact other department employees regarding any claims of payment.
- 5.09 Service Provider agrees and understands that all financial obligations of Juvenile Probation provided for in this Agreement for which current revenue is not available will be contingent on the availability of appropriated funds to meet said obligations.

ARTICLE VI EXAMINATION OF PROGRAM AND RECORDS

- 6.01 Service Provider agrees that it will permit Juvenile Probation to examine and evaluate its program of services provided under the terms of this Agreement and/or to review its records periodically. This examination and evaluation of the program may include site visitation, observation of programs in operation, interview, and the administration of questionnaires to the staff of Service Provider and the children when deemed necessary.
- 6.02 Service Provider shall provide to Juvenile Probation such descriptive information on contracted children as requested on forms provided by Juvenile Probation.
- 6.03 For purposes of evaluation, inspection, auditing, or reproduction, Service Provider agrees to maintain and make available to an authorized representative of the State of Texas or Juvenile Probation any and all books, documents, or other evidence pertaining to the costs and expenses of this Agreement.
- 6.04 Service Provider shall retain and make available to Juvenile Probation all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a minimum of seven (7) years, or until any pending litigation, claim, audit or review, and all questions arising therefrom have been resolved, and shall make available for Juvenile Probation's inspection, all contractual agreements with Service Provider's subcontractors for services related to this Agreement.

- 6.05 Service Provider understands that acceptance of funds under this Agreement acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Service Provider further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Service provider will ensure that the foregoing clauses concerning the authority of the State of Texas to audit and the requirement to cooperate is included in any subcontract or arrangement Service Provider enters into in which funds received under this Agreement form all or part of the consideration.

ARTICLE VII CONFIDENTIALITY OF RECORDS

- 7.01 Service Provider shall maintain strict confidentiality of all information and records relating to children involved in Juvenile Probation, and shall not re-disclose the information except as required to perform the services to be provided pursuant to this Agreement, or as may be required by law.

ARTICLE VIII DUTY TO REPORT

- 8.01 Allegations Occurring Inside the Juvenile System. As required by Texas Family Code Chapter 261 and Title 37 Texas Administrative Code Chapter 358, or successor provisions, Service Provider, and any of its employees, interns, volunteers or contractors, shall report any allegation or incident of abuse, neglect, exploitation, death or other serious incident involving a juvenile in a juvenile justice facility or juvenile justice program in the following manner:
- A. For all allegations and incidents except sexual abuse and serious physical abuse: within twenty-four (24) hours from the time the allegation is made, to the following:
1. Local law enforcement agency; and
 2. Texas Juvenile Justice Department by submitting a TJJD Incident Report Form by email to abuseneglect@tjjd.texas.gov (or if unable to complete the form within 24 hours, then by calling toll-free 1-877-786-7263, followed by submitting the report within 24 hours of said call). In addition, for serious incidents, a treatment discharge form or other medical documentation that contains evidence of medical treatment pertinent to the reported incident shall be submitted to the Texas Juvenile Justice Department within 24 hours of receipt; and
 3. With respect to juveniles placed by **Brazos County Juvenile Probation Department**, the TJJD Incident Report Form must also be sent to Juvenile Probation at **facsimile number 979-823-4211, Attention: Chief Douglas Vance**.
- B. For allegations and incidents of sexual abuse or serious physical abuse:
1. Local law enforcement agency immediately, but no later than one (1) hour from the time a person gains knowledge of or suspects the alleged serious physical abuse or sexual abuse. The initial report shall be made by phone to law enforcement;
 2. Texas Juvenile Justice Department immediately, but no later than four (4) hours from the time a person gains knowledge of or suspects the alleged serious physical abuse or sexual abuse. The initial report shall be made by phone by calling toll-free 1-877-786-7263. Within

24 hours of the report by phone, the completed TJJD Incident Report Form shall be submitted by email to abusenegelct@tjjd.texas.gov and

3. With respect to juveniles placed by **Brazos County Juvenile Probation Department**, the TJJD Incident Report Form must also be sent to Brazos County Juvenile Probation Department within 24 hours at facsimile number 979-823-4211, **Attention: Chief Douglas Vance**.

8.02 Allegations Occurring Outside the Juvenile System. Any person who witnesses, learns of, receives an oral or written statement from an alleged victim or other person with knowledge or who has a reasonable belief as to the occurrence of alleged abuse, neglect, exploitation, death, or other serious incident involving a juvenile, but that is not alleged to involve an employee, intern, volunteer, contractor, or service provider of a program or facility, shall be reported to law enforcement or to other appropriate governmental unit as required in Texas Family Code Chapter 261.

8.03 As used within this Agreement:

- A. An allegation or incident includes the witnessing, learning, or receiving an oral or written statement from an alleged victim or other person with reasonable belief or knowledge as to the occurrence or an alleged abuse, neglect, exploitation, death, or other serious incident involving a juvenile in a juvenile justice facility or juvenile justice program.
- B. A serious incident is attempted escape, attempted suicide, escape, reportable injury, youth-on-youth physical assault, or youth sexual conduct.
- C. Sexual abuse is conduct committed by any person against a juvenile that includes sexual abuse by contact or sexual abuse by non-contact.
- D. Serious physical abuse is bodily harm or condition that resulted directly or indirectly from the conduct that formed the basis of an allegation of abuse, neglect, or exploitation, if the bodily harm or condition requires medical treatment by a physician, physician assistant, licensed nurse practitioner, emergency medical technician, paramedic, or dental.
- E. A juvenile justice facility is a facility, including its premises and affiliated sites, whether contiguous or detached, operated wholly or partly by or under the authority of the governing board, juvenile board, or by a private vendor under a contract with the governing board, juvenile board, or governmental unit that serves juveniles under juvenile court jurisdiction. The term includes: a public or private juvenile post-adjudication secure correctional facility required to be certified in accordance with the Texas Family Code; and a public or private non-secure juvenile post-adjudication residential treatment facility housing juveniles under juvenile court jurisdiction.
- F. A juvenile justice program is a program or department operated wholly or partly by the governing board, juvenile board, or by a private vendor under contract with the governing board or juvenile board that serves juveniles under juvenile court jurisdiction or juvenile board jurisdiction. The term includes a juvenile justice alternative education program and a non-residential program that serves juvenile offenders while under the jurisdiction of the juvenile court or juvenile board jurisdiction and a juvenile probation department.

ARTICLE VIII-A
PRISON RAPE ELIMINATION ACT

- 8-A.01 Service Provider shall adopt and comply with all federal, state, county and city laws, ordinances, regulations and standards applicable to the provisions of services described herein and the performance of all obligations undertaken pursuant to this Contract, including the Prison Rape Elimination Act of 2003 (PREA) which establishes a zero-tolerance standard against sexual assault of incarcerated persons, including juveniles, and addresses the detection, elimination, prevention and reporting of sexual assault in facilities housing adult and juvenile offenders [PREA §115.312 (a)].

Under PREA, Service Provider shall make available to the Chief JPO (CJPO) all incident-based aggregated data reports for every allegation of sexual abuse at its facility or facilities, and all such data may be requested by the Department of Justice from the previous calendar year no later than June 30 [PREA§115.387(e) and (f)].

Under PREA, the Service Provider shall be subjected to annual contract monitoring by Juvenile Probation to ensure that the Service Provider is complying with PREA standards [PREA §115.312 (b)]. To comply with this standard the Service Provider will make available to the CJPO all incident- based aggregated sexual abuse data within 24 hours of the allegation.

Under PREA, Juvenile Probation will make the aggregated sexual abuse data for each Service Provider available to the public via the Juvenile Probation website [PREA§115.389(b)].

Service Provider will be subject to a Department of Justice PREA audit every three (3) years beginning August 20, 2013. Service Provider shall be solely responsible for paying for a PREA audit.

ARTICLE IX
CRIMINAL HISTORY SEARCHES

- 9.01 Criminal history searches shall be conducted by Service Provider for any and all of its employees, interns, volunteers, or contractors providing services in a juvenile justice facility or juvenile justice program that may have direct unsupervised access to juveniles in the facility or program. Prior to being granted access to juveniles in facilities or programs, Service Provider shall provide Juvenile Probation with documentation confirming that FAST SCAN fingerprint-based searches of criminal information databases maintained by the Federal Bureau of Investigation and by the State of Texas have been completed within two years prior to the date of the most recent contract for services. This provision shall apply to individuals who begin employment or service provision on or after January 1, 2010.

- 9.02 Service providers of juvenile justice facilities or juvenile justice programs licensed by the Texas Department of Family and Protective Services, Texas Department of State Health Services, or other state agency are exempt from the requirement to provide documentation of criminal history searches for staff employed in the program or facility. Service providers that are individually licensed by the Texas Department of Family and Protective Services, Texas Department of State Health Services, or other state agency are also exempt from the requirement to provide documentation of criminal history searches. Service Provider shall provide Brazos County Juvenile Probation with documentation confirming that Service Provider's license is currently in good standing with the

licensing entity and shall not provide services under this Agreement unless its license is in good standing.

- 9.03 Criminal history searches shall include the following:
- A. Texas criminal history fingerprint-based criminal history background search through the Texas Department of Public Safety.
 - B. Local law enforcement sex offender registration records check through the Public Sex Offender Registry on the Texas Department of Public Safety website.
 - C. Federal Bureau of Investigation fingerprint-based criminal history background search at the National Crime Information Center; internet-based searches shall not be used to conduct this background search.
- 9.04 A copy of the initial criminal history report required by this Agreement and any reports reflecting subsequent criminal activity shall be maintained for monitoring purposes for whichever of the following occurs later: duration of the individual's employment or period of service; minimum of three (3) years; or until any pending litigation, claim, audit or review, and all questions arising therefrom have been resolved.
- 9.05 As used within this Agreement, a disqualifying criminal history is a history that includes any one of the following:
- A. A felony conviction against the laws of this state, another state, or the United States within the past ten (10) years; A deferred adjudication for a felony against the laws of this state, another state, or the United States within the past ten (10) years;
 - B. A current felony deferred adjudication, probation or parole;
 - C. A jailable misdemeanor conviction against the laws of this state, another state, or the United States within the past five (5) years;
 - D. A deferred adjudication for a jailable misdemeanor against the laws of this state, another state, or the United States within the past five (5) years;
 - E. A current jailable misdemeanor deferred adjudication, probation or parole; or
 - F. The requirement to register as a sex offender under Chapter 62 of the Texas Code of Criminal Procedure.
- 9.06 In addition to the criteria and time frames set forth in the above definition of disqualifying criminal history, an individual must not have direct unsupervised access to juveniles in a facility or program until at least one year has elapsed since the completion of any period of incarceration, community supervision, or parole.
- 9.07 Any of Service Provider's employees, interns, volunteers or contractors with a disqualifying criminal history shall be prohibited from having direct unsupervised access to juveniles in a juvenile justice facility or a juvenile justice program.

- 9.08 Juvenile Probation reserves the right, in its sole discretion, to prohibit any individual with a prior criminal history from being placed in a position that involves direct unsupervised contact with juveniles.

ARTICLE X
DISCLOSURE OF INFORMATION

- 10.01 Service Provider warrants that, prior to entering this contract, it has verified and disclosed the following information to Juvenile Probation, and agrees that it shall have an ongoing affirmative duty under this Agreement to promptly ascertain and disclose in sufficient detail this same information to Juvenile Probation :
- A. Any and all corrective action required by any of Service Provider's licensing authorities;
 - B. Any and all litigation filed against Service Provider, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct unsupervised contact with juveniles in a juvenile justice facility or juvenile justice program;
 - C. Any arrest or current criminal indictment of any employee, intern, volunteer, subcontractor, agent and/or consultant of Service Provider that has direct unsupervised contact with juveniles in a juvenile justice facility or juvenile justice program;
 - D. All pending and past allegations and/or investigations of abuse, neglect, exploitation, death or other serious incidents involving a juvenile placed by Juvenile Probation in the juvenile justice facility or juvenile justice program;
 - E. Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of Service Provider that has direct unsupervised contact with juveniles in a juvenile justice facility or juvenile justice program was the alleged or designated perpetrator;
 - F. The identity of any of Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct unsupervised contact with juveniles in a juvenile justice facility or juvenile justice program that required to register as a sex offender; and
 - G. The identity of any of Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct unsupervised contact with juveniles in a juvenile justice facility or juvenile justice program that have a disqualifying criminal history.
- 10.02 Service Provider agrees and understands it has an affirmative and ongoing duty to ascertain and disclose to Juvenile Probation any and all of the foregoing information as to any individual, whether a prospective or existing employee, intern, volunteer, subcontractor, agent and/or consultant of Service Provider, prior to placing that individual in a position that involves direct unsupervised contact with juveniles in a juvenile justice facility or juvenile justice program.

ARTICLE XI
EQUAL OPPORTUNITY

- 11.01 Service Provider agrees to respect and protect the civil and legal rights of all children and their parents. It will not unlawfully discriminate against any employee, prospective employee, child,

childcare provider, or parent on the basis of age, race, sex, religion, disability or national origin. Service Provider shall abide by all applicable federal, state and local laws and regulations.

ARTICLE XII
ASSIGNMENT & SUBCONTRACT

- 12.01 Service Provider may not assign or subcontract any of its rights, duties and/or obligations arising out of this Agreement without the prior written consent of Juvenile Probation.

ARTICLE XIII
OFFICIALS NOT TO BENEFIT

- 13.01 No officer, employee or agent of Juvenile Probation and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Agreement which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XIV
DEFAULT

- 14.01 Juvenile Probation may, by written notice of default to Service Provider, terminate the whole or any part of this Agreement, as it deems appropriate, in any one of the following circumstances:
- A. If Service Provider fails to perform the work called for by this Agreement within the time specified herein or any extension thereof; or
 - B. If Service Provider fails to perform any of the other material provisions of this Agreement, including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Agreement in accordance with its terms, and
 - C. In either of these two circumstances after receiving notice of default, Service Provider does not cure such failure within a period of ten (10) days.
- 14.02 Any default by Service Provider, regardless of whether the default results in termination, will jeopardize Service Provider's ability to contract with Juvenile Probation in the future, and may result in the refund of compensation received under this Agreement.

ARTICLE XV
TERMINATION

- 15.01 This Agreement may be terminated:
- A. By either party upon ten (10) days written notice to the other party of the intention to terminate; or
 - B. Upon expenditure of available funds.
- 15.02 If at any time during the term of this agreement Juvenile Probation, in its sole discretion, determines that the safety of children being served under this Agreement may be in jeopardy, Juvenile Probation

may immediately suspend the effect of this Agreement, including but not limited to the obligation to pay, upon giving notice to the Service Provider.

ARTICLE XVI
WAIVER OF SUBROGATION

- 16.01 Service Provider expressly waives any and all rights it may have of subrogation to any claims or rights of its employees, agents, owners, officers, or subcontractors against Juvenile Probation. Service Provider also waives any rights it may have to indemnification from Juvenile Probation.

ARTICLE XVII
INDEMNIFICATION

- 17.01 It is further agreed that Service Provider will indemnify and hold harmless Juvenile Probation against any and all negligence, liability, loss, costs, claims, or expenses arising out of wrongful and negligent act(s) of commission or omission of Service Provider, its agents, servants, or employees arising from activities under this Agreement. Service Provider shall have no obligation to indemnify and hold harmless Juvenile Probation for any act(s) of commission or omission of Juvenile Probation agents, servants, or employees arising from or related to this Agreement for which a claim or other action is made.

ARTICLE XVIII
SOVEREIGN IMMUNITY

- 18.01 This Agreement is expressly made subject to **Brazos County's** Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver or any immunities from suit or from liability that Juvenile Probation has by operation of law. Nothing in this Agreement is intended to benefit any third party beneficiary.

ARTICLE XIX
REPRESENTATIONS & WARRANTIES

- 19.01 Service Provider hereby represents and warrants the following:
- A. That it has all necessary right, title, license and authority to enter into this Agreement;
 - B. That it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Cameron or any political subdivision thereof;
 - C. That it carries sufficient insurance to provide protection to Juvenile Probation under the indemnity provisions, as well as for any potential liabilities that arise from or related to this Agreement, that, if requested, it will cause its insurance carrier to identify Juvenile Probation as a certificate holder on its policy, and will add the Brazos County Juvenile Board as additional insured on its policy;
 - D. That all of its employees, interns, volunteers, subcontractors, agents and/or consultants that have contact with juveniles in a juvenile justice facility or juvenile justice program will be properly

trained to report allegations or incidents of abuse, neglect, exploitation, death or serious incidents involving a juvenile under the supervision of Juvenile Probation in accordance with the requirements of Texas Family Code Chapter 261 and any applicable Texas Juvenile Justice Department administrative rules regarding abuse, neglect, exploitation, death or serious incident; and

- E. That, if it has employees, interns, volunteers, subcontractors, agents and/or consultants that have contact with juveniles in a juvenile justice facility or juvenile justice program, then it shall prominently post in all public and staff areas of any and all of its offices/facilities, both the English and Spanish language versions of the following official notice forms that are available on the Texas Juvenile Justice Department website: *Notice to Public Regarding Abuse, Neglect and Exploitation* and *Notice to Employees Regarding Abuse, Neglect and Exploitation*.

ARTICLE XX
TEXAS LAW TO APPLY

- 20.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Cameron County, Texas.

ARTICLE XXI
VENUE

- 21.01 Exclusive venue for any litigation arising from this Agreement shall be in Cameron County, Texas.

ARTICLE XXII
ADDITIONAL TERMS AND AGREEMENTS

- 22.01 Service Provider will accept only those children confirmed by authorized officers of Juvenile Probation to be referred for placement in Service Provider's facility.
- 22.02 Juvenile Probation recognizes that part of a client's rehabilitation program may include time away from the residential setting of Service Provider, such as weekends and holidays, and that Service Provider must retain space for the client until his/her return. To this end, Juvenile Probation agrees to pay Service Provider the full amount due for such regularly scheduled days away from the residential setting or its program, provided they do not exceed four (4) days per month per client and that prior approval has been obtained by. Furloughs will not be authorized for the first one hundred and fifty (150) days of placement except in only highly unusual situations and solely at the approval of Juvenile Probation. Unoccupied bed space constitutes days away from the facility. Individualized Program Plans may warrant additional days away from the residential setting if approved in writing by Juvenile Probation; however, any additional days away from the residential setting will not be charged to Juvenile Probation.
- 22.03 The child's parent/guardians/custodians shall bear the primary responsibility for payment of any medical or dental needs, by personal payment or health insurance as well as clothing or other expenses not provided for in Service Provider's program.
- 22.04 Juvenile Probation reserves the right to terminate the client's placement with Service Provider at its discretion. Service Provider must not release a client to any person or agency other than Juvenile Probation without the express consent of an authorized agent of Juvenile Probation.

- 22.05 Service Provider is under no obligation to accept a client who is deemed inappropriate for placement in that program.
- 22.06 Juvenile Probation is under no obligation to place any child with Service Provider.
- 22.07 Juvenile Probation shall provide a written psychological, psychosocial or psychiatric evaluation. If the battery of tests included in the evaluation is older than one (1) year prior to admission, a clinical interview performed within one (1) year prior to admission shall be submitted with an updated diagnosis and prognosis.
- 22.08 In accordance with §29.012(b)(1) of the Texas Public Education Code, as a condition of this contract for residential services, Service Provider shall notify the school district in which the facility is located not later than the third day after the date a child is placed in the facility.
- 22.09 Service Provider shall comply with all applicable federal and state laws and regulations, Juvenile Probation's Policies, and Texas Juvenile Justice Department standards pertinent to services provided under this Agreement.
- 22.10 Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this Agreement, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.
- 22.11 Service Provider is hereby notified that state funds are used to pay for services rendered to Juvenile Probation. For this reason, Service Provider shall account separately for the receipt and expenditure of all funds received from Juvenile Probation, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting, and auditing of such funds.

ARTICLE XXIII
LEGAL CONSTRUCTION

- 23.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

ARTICLE XXIV
PRIOR AGREEMENTS SUPERSEDED

- 24.01 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.


ARTICLE XXV
AMENDMENTS

- 25.01 Juvenile Probation may amend, modify or alter the terms of this Agreement and specify an effective date thereof. Juvenile Probation will then notify Service Provider in writing, dated subsequent to the date hereof, of such changes and their effective date. Continuation of services after the effective date by Service Provider will signify its acceptance of these changes. If Service Provider declines to accept changes made by Juvenile Probation, Service Provider may terminate this Agreement

subject to the conditions herein.

ON _____, 20____, FULLY EXECUTED IN DUPLICATE, EACH OF WHICH SHALL HAVE
THE FULL FORCE AND EFFECT OF AN ORIGINAL.

BRAZOS COUNTY JUVENILE BOARD

By: 
Honorable Duane Peters, Chairperson
Brazos County Juvenile Board

By: _____
Douglas Vance
Chief JPO, Brazos County

CAMERON COUNTY JUVENILE BOARD

By: _____
Honorable Janet Leal, Chairperson
Cameron County Juvenile Board

By: _____
Rose M. Gomez
Chief JPO, Cameron County



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Juvenile Services NUMBER:

DATE OF COURT MEETING: 8/29/2017

ITEM: Contract renewal with Cameron County for juvenile boot camp services.

TO: Commissioners Court

FROM: Doug Vance

DATE: 08/18/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ACTION REQUESTED OR
ALTERNATIVES: Approval.

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
CameronCountyBootcampContract2017-2018.pdf	CameronCountyBootCampRenewal	Cover Memo

STATE OF TEXAS

22

CONTRACT NO JUV2018 - 37 FOR
RESIDENTIAL SERVICES

2

COUNTY OF CAMERON

com

CAMERON COUNTY JUVENILE JUSTICE DEPARTMENT
Amador R. Rodriguez Juvenile Boot Camp and Educational Center

Term: September 1, 2017 – August 31, 2018

This Agreement is entered into by and between Brazos County Juvenile Board, at the request of and on behalf of the Brazos County Juvenile Probation Department (collectively referred to as "Juvenile Probation") and the Cameron County Juvenile Justice Department a governmental entity licensed to provide child care services by the Texas Juvenile Probation Commission (collectively referred to as "Service Provider").

ARTICLE I

PURPOSE

- 1.01 The purpose of this Residential Services Agreement is to provide Brazos County Juvenile Probation with residential care for children alleged or adjudicated to have committed delinquent conduct or conduct indicating a need for supervision. The placement facility to be utilized is owned and operated by Service Provider and is located at 2330 W. Highway 77, San Benito, Texas 78586. The business office address of the Service Provider is P.O. Box 1690, San Benito Texas 78586. **All notices to Brazos County Juvenile Probation Department shall be sent by certified or registered mail, addressed to: Brazos County Juvenile Probation Department 1904 W. SH21, Bryan Texas 77803 to the Chief Juvenile Probation Officer, Douglas Vance.**

ARTICLE II

TERM

- 2.01 The term of this Agreement is for twelve months, commencing September 1, 2017 and ending August 31, 2018. It shall be automatically renewed for one year terms thereafter, unless one party notifies the other in writing, at least thirty (30) days prior to the expiration of said term of its intention not to renew this agreement.
- 2.02 The terms of this Agreement shall be extended until such time as all services which have been requested by Brazos County and are pending on the termination date in section 2.01 above, have been performed. Under this agreement, **Brazos County Juvenile Probation Department** may refer juveniles in need of the standard one-hundred eighty day (180) program.

ARTICLE III SERVICES

- 3.01 Service Provider will provide the appropriate levels of service as defined below:**

A. Basic Level

1. Adequate functioning in all developmental and/or environmental areas; there may be transient difficulties, "every-day" worries, and occasional misbehavior, but would be regarded as a normal child; responds to "normal" discipline. The caregiver provides a routine home environment with guidance and supervision to meet the needs of the child; or

2. No more than occasional problems in functioning in any area; some acting out behavior in response to life stresses, but those are brief and transient, minimally disturbing to others, and not considered deviant by those who know the child. The caregiver provides a routine home environment with supplemental guidance and discipline to meet the needs of the child.

B. Moderate Level

1. Frequent or repetitive minor problems in one or more areas; may engage in non-violent antisocial acts, but is capable of meaningful interpersonal relationships, requires supervision in structured supportive setting with counseling available from professional or paraprofessional staff; or
2. Substantial problems; child has physical, mental, or social needs and behaviors that may present a moderate risk of causing harm to self or others, poor or inappropriate social skills, frequent episodes of aggressive or other antisocial behavior with some preservation of meaningful social relationships, requires treatment program in a structured supportive setting with therapeutic counseling available by professional staff.

3.02 Service Provider will perform the following services:

- A. Provide basic residential services, including: standard supervision by qualified adults, food and snacks, recreation, allowances, personal hygiene items, haircuts, transportation, school supplies, room, (rent, utilities, maintenance, telephone) and miscellaneous, as ordered by Juvenile Probation.
- B. Provide and document paraprofessional counseling, off-campus visits or furloughs, major incidents and worker contacts. Any and all costs associated with off-campus visits or furloughs will be paid by the parent or guardian.
- C. Ensure that the child's parent(s) or legal guardian(s), and Juvenile Probation, and specifically the Juvenile Probation Officer are notified if a child in placement makes an unauthorized departure, becomes seriously ill, or is involved in a serious accident. The Juvenile Probation Officer and parents will be informed immediately if during working hours. After normal working hours, the Juvenile Detention Center will be notified as well as the parents. In the event of serious illness or accident and for any required follow-up care Service Provider shall be responsible for having the child transported to the nearest hospital or emergency care facility.
- D. When requested by the Brazos County Juvenile Probation Department, the Service Provider shall make the child available for visitation and/or conference calls in order to conduct a Case Plan and subsequent monthly updates as needed. Service Provider shall participate by providing information regarding progress or lack of in services provided and displayed behaviors.
- E. Provide the Juvenile Probation Officer with a written report of the child's progress on a monthly basis in a Monthly Progress Report.
- F. Document and maintain records of all goods and services provided to contracted children. These records shall contain, but are not limited to: hours of service provided, number of children served, average length of stay per client, total hours of counseling or treatment provided. These records shall be made available to Juvenile Probation for periodic inspection.

- G. Document and maintain records pertaining to the effectiveness of goods and services provided to contracted children. These records shall contain, but are not limited to: percentage of youth in program successfully achieving set educational goals, percentage of youth achieving set vocational goals, percentage of youth achieving set social skills goals, percentage of youth demonstrating overall progress, number and type of investigations made by the Department of Family and Protective Services or any law enforcement agency due to reports of abuse and/or neglect. These records shall be made available to Juvenile Probation for periodic inspection.
- H. Any and all medical/psychiatric treatment required to meet the needs of the child, as well as clothing, or other expenses not provided for in Service Provider's program, shall be the sole responsibility of said child's parent(s), guardian(s) or court ordered appointed conservator, to be paid by either personal payment or health insurance. However, in no case shall a child be denied any needed medical/psychiatric treatment or clothing due to the inability to pay.

ARTICLE IV EVALUATION CRITERIA

- 4.01 The performance of Service Provider in achieving the goals of Juvenile Probation will be evaluated on the basis of the output and outcome measures contained in this section. Juvenile Probation at its discretion, may use other means or additional measures to evaluate the performance of Service Provider in fulfilling the terms and conditions of the Agreement.
 - A. Juvenile Probation shall evaluate Service Provider's performance under this Agreement according to the following specific performance goals for Service Provider:
 - 1. Ensure children complete residential placement.
 - 2. Prevent re-referrals of children during the six (6) months following release from residential placement.
 - 3. Ensure children move down in their Level of Care as they progress in the treatment program.
 - B. Juvenile Probation shall additionally evaluate Service Provider by the following output measures (in actual numbers of units of service and activities):
 - 1. The total number of children placed in residential placement.
 - 2. The total number of children who were discharged from residential placement successfully.
 - 3. The total number of re-referrals of children discharged from placements within six (6) months after release.
 - 4. The total number of children who move down in their Level of Care.
 - 5. The average length of time before a child moves down in the Level of Care.
 - C. Juvenile Probation shall further evaluate Service Provider by the following outcome measures:
 - 1. Percentage of children in residential placement who will complete their placement as a successful discharge.

2. Percentage of children who have completed placement and not re-referrals within six (6) months after release.
 3. Percentage of children who move down in their Level of Care.
- 4.02 Service Provider shall report on a monthly basis to Juvenile Probation as to each of the foregoing output and outcome measures. These reports will be reviewed Juvenile Probation in order to monitor Service Provider for programmatic compliance with this Agreement.

ARTICLE V COMPENSATION

- 5.01 For and in consideration of the above-mentioned services, Juvenile Probation agrees to pay Service Provider not more than the per diem rates based upon the Level of Care provided, in accordance with schedule of rates set by the Texas Health and Human Services Commission as currently effective or subsequently amended. Those rates as currently effective are as set forth in Exhibit A, attached hereto and incorporated herein.
- 5.02 The above fee will be paid only for those children specifically authorized to be placed by Juvenile Probation through its fiscal or designated official. This fee shall include residential care and a minimum of one group or individual counseling session per month. In no event will the per diem rate exceed that specified for the Level of Care provided. For services rendered under this agreement, **Brazos County Juvenile Probation Department** shall pay the sum of **One Hundred Ten Dollars (\$110.00) per day per child for Basic Care or One Hundred Sixty-Two Dollars and Thirty Cents (\$162.30) for Moderate Care** for each day juveniles are placed at the facility. Charges will include the day of admittance, regardless of the hour of admittance; plus the number of days until released, including the day of release regardless of the hour. It is understood that the Level of Care provided by Service Provider will be reduced to a lower Level of Care as soon as such reduction is deemed practical by Service Provider, based upon improvements in the child's attitude and behavior.
- 5.03 Medical: **Brazos County Juvenile Probation Department** agrees to be responsible for payment of medical care to the juveniles placed at the Amador R. Rodriguez Juvenile Boot Camp and Educational Center (ARRJBCEC) and to pay for emergency examinations, treatments, and hospitalizations in the event the child's medical insurance does not cover the cost. The ARRJBCEC shall notify **Brazos County Juvenile Probation Department** of any emergency or medical condition requiring medical care within one (1) regular working day of its occurrence.
- 5.04 Service Provider will submit an invoice for payment of services to the Juvenile Probation Fiscal Officer on a monthly basis. Said invoice shall be submitted within ten (10) working days following the end of the invoiced month and shall include information deemed necessary for adequate fiscal control, including but not limited to: hours worked, to be attributed to specific clients if appropriate, date service was rendered, hourly rate, total daily cost, and total monthly cost. Each invoice received for payment will be reviewed by Juvenile Probation in order to monitor Service Provider for financial compliance with this Agreement. Invoices submitted by Service Provider in proper form shall be paid by Juvenile Probation in a timely manner. Payments shall be made within ten (10) working days after receipt. Payment shall be made to Cameron County Juvenile Justice Department, P.O. Box 1690, San Benito Texas 78586.

- 5.05 Any income received by Service Provider toward the support of a child from sources other than this Agreement, including but not limited to Social Security, medical insurance coverage, or contributions from parents or others must be documented as to each child for whom a billing is submitted and deducted from the invoice submitted to Juvenile Probation. Documentation must include the sufficient identifying information of the parties receiving the services, the dates and times services were provided, and such other information deemed necessary for adequate fiscal control.
- 5.06 In order to avoid duplicate payments for children being transferred to another child care agency under contract with Juvenile Probation, the receiving agency will bill Juvenile Probation on the day the child is transferred into the program; the releasing agency will not bill Juvenile Probation for the last day of care.
- 5.07 Services which are not directly addressed by this Agreement must be submitted for approval with associated billing for reimbursement from Juvenile Probation.
- 5.08 Service Provider agrees to make claims for payment or direct any payment disputes to Juvenile Probation. Service Provider will not contact other department employees regarding any claims of payment.
- 5.09 Service Provider agrees and understands that all financial obligations of Juvenile Probation provided for in this Agreement for which current revenue is not available will be contingent on the availability of appropriated funds to meet said obligations.

ARTICLE VI EXAMINATION OF PROGRAM AND RECORDS

- 6.01 Service Provider agrees that it will permit Juvenile Probation to examine and evaluate its program of services provided under the terms of this Agreement and/or to review its records periodically. This examination and evaluation of the program may include site visitation, observation of programs in operation, interview, and the administration of questionnaires to the staff of Service Provider and the children when deemed necessary.
- 6.02 Service Provider shall provide to Juvenile Probation such descriptive information on contracted children as requested on forms provided by Juvenile Probation.
- 6.03 For purposes of evaluation, inspection, auditing, or reproduction, Service Provider agrees to maintain and make available to an authorized representative of the State of Texas or Juvenile Probation any and all books, documents, or other evidence pertaining to the costs and expenses of this Agreement.
- 6.04 Service Provider shall retain and make available to Juvenile Probation all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a minimum of seven (7) years, or until any pending litigation, claim, audit or review, and all questions arising therefrom have been resolved, and shall make available for Juvenile Probation's inspection, all contractual agreements with Service Provider's subcontractors for services related to this Agreement.
- 6.05 Service Provider understands that acceptance of funds under this Agreement acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Service Provider further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including

providing all records requested. Service provider will ensure that the foregoing clauses concerning the authority of the State of Texas to audit and the requirement to cooperate is included in any subcontract or arrangement Service Provider enters into in which funds received under this Agreement form all or part of the consideration.

ARTICLE VII
CONFIDENTIALITY OF RECORDS

- 7.01 Service Provider shall maintain strict confidentiality of all information and records relating to children involved in Juvenile Probation, and shall not re-disclose the information except as required to perform the services to be provided pursuant to this Agreement, or as may be required by law.

ARTICLE VIII
DUTY TO REPORT

- 8.01 Allegations Occurring Inside the Juvenile System. As required by Texas Family Code Chapter 261 and Title 37 Texas Administrative Code Chapter 358, or successor provisions, Service Provider, and any of its employees, interns, volunteers or contractors, shall report any allegation or incident of abuse, neglect, exploitation, death or other serious incident involving a juvenile in a juvenile justice facility or juvenile justice program in the following manner:
- A. For all allegations and incidents except sexual abuse and serious physical abuse: within twenty-four (24) hours from the time the allegation is made, to the following:
 - 1. Local law enforcement agency; and
 - 2. Texas Juvenile Justice Department by submitting a TJJD Incident Report Form by email to abuseneglect@tjjd.texas.gov (or if unable to complete the form within 24 hours, then by calling toll-free 1-877-786-7263, followed by submitting the report within 24 hours of said call). In addition, for serious incidents, a treatment discharge form or other medical documentation that contains evidence of medical treatment pertinent to the reported incident shall be submitted to the Texas Juvenile Justice Department within 24 hours of receipt; and
 - 3. With respect to juveniles placed by **Brazos County Juvenile Probation Department**, the TJJD Incident Report Form must also be sent to Juvenile Probation at **facsimile number 979-823-4211, Attention: Chief Douglas Vance.**
 - B. For allegations and incidents of sexual abuse or serious physical abuse:
 - 1. Local law enforcement agency immediately, but no later than one (1) hour from the time a person gains knowledge of or suspects the alleged serious physical abuse or sexual abuse. The initial report shall be made by phone to law enforcement;
 - 2. Texas Juvenile Justice Department immediately, but no later than four (4) hours from the time a person gains knowledge of or suspects the alleged serious physical abuse or sexual abuse. The initial report shall be made by phone by calling toll-free 1-877-786-7263. Within 24 hours of the report by phone, the completed TJJD Incident Report Form shall be submitted by email to abuseneglect@tjjd.texas.gov and

3. With respect to juveniles placed by **Brazos County Juvenile Probation Department**, the TJJD Incident Report Form must also be sent to Brazos County Juvenile Probation Department within 24 hours at facsimile number 979-823-4211, **Attention: Chief Douglas Vance**.

8.02 Allegations Occurring Outside the Juvenile System. Any person who witnesses, learns of, receives an oral or written statement from an alleged victim or other person with knowledge or who has a reasonable belief as to the occurrence of alleged abuse, neglect, exploitation, death, or other serious incident involving a juvenile, but that is not alleged to involve an employee, intern, volunteer, contractor, or service provider of a program or facility, shall be reported to law enforcement or to other appropriate governmental unit as required in Texas Family Code Chapter 261.

8.03 As used within this Agreement:

- A. An allegation or incident includes the witnessing, learning, or receiving an oral or written statement from an alleged victim or other person with reasonable belief or knowledge as to the occurrence or an alleged abuse, neglect, exploitation, death, or other serious incident involving a juvenile in a juvenile justice facility or juvenile justice program.
- B. A serious incident is attempted escape, attempted suicide, escape, reportable injury, youth-on-youth physical assault, or youth sexual conduct.
- C. Sexual abuse is conduct committed by any person against a juvenile that includes sexual abuse by contact or sexual abuse by non-contact.
- D. Serious physical abuse is bodily harm or condition that resulted directly or indirectly from the conduct that formed the basis of an allegation of abuse, neglect, or exploitation, if the bodily harm or condition requires medical treatment by a physician, physician assistant, licensed nurse practitioner, emergency medical technician, paramedic, or dental.
- E. A juvenile justice facility is a facility, including its premises and affiliated sites, whether contiguous or detached, operated wholly or partly by or under the authority of the governing board, juvenile board, or by a private vendor under a contract with the governing board, juvenile board, or governmental unit that serves juveniles under juvenile court jurisdiction. The term includes: a public or private juvenile post-adjudication secure correctional facility required to be certified in accordance with the Texas Family Code; and a public or private non-secure juvenile post-adjudication residential treatment facility housing juveniles under juvenile court jurisdiction.
- F. A juvenile justice program is a program or department operated wholly or partly by the governing board, juvenile board, or by a private vendor under contract with the governing board or juvenile board that serves juveniles under juvenile court jurisdiction or juvenile board jurisdiction. The term includes a juvenile justice alternative education program and a non-residential program that serves juvenile offenders while under the jurisdiction of the juvenile court or juvenile board jurisdiction and a juvenile probation department.

ARTICLE VIII-A
PRISON RAPE ELIMINATION ACT

8-A.01 Service Provider shall adopt and comply with all federal, state, county and city laws, ordinances, regulations and standards applicable to the provisions of services described herein and the

performance of all obligations undertaken pursuant to this Contract, including the Prison Rape Elimination Act of 2003 (PREA) which establishes a zero-tolerance standard against sexual assault of incarcerated persons, including juveniles, and addresses the detection, elimination, prevention and reporting of sexual assault in facilities housing adult and juvenile offenders [PREA §115.312 (a)].

Under PREA, Service Provider shall make available to the Chief JPO (CJPO) all incident-based aggregated data reports for every allegation of sexual abuse at its facility or facilities, and all such data may be requested by the Department of Justice from the previous calendar year no later than June 30 [PREA§115.387(e) and (f)].

Under PREA, the Service Provider shall be subjected to annual contract monitoring by Juvenile Probation to ensure that the Service Provider is complying with PREA standards [PREA §115.312 (b)]. To comply with this standard the Service Provider will make available to the CJPO all incident- based aggregated sexual abuse data within 24 hours of the allegation.

Under PREA, Juvenile Probation will make the aggregated sexual abuse data for each Service Provider available to the public via the Juvenile Probation website [PREA§115.389(b)].

Service Provider will be subject to a Department of Justice PREA audit every three (3) years beginning August 20, 2013. Service Provider shall be solely responsible for paying for a PREA audit.

ARTICLE IX CRIMINAL HISTORY SEARCHES

- 9.01 Criminal history searches shall be conducted by Service Provider for any and all of its employees, interns, volunteers, or contractors providing services in a juvenile justice facility or juvenile justice program that may have direct unsupervised access to juveniles in the facility or program. Prior to being granted access to juveniles in facilities or programs, Service Provider shall provide Juvenile Probation with documentation confirming that FAST SCAN fingerprint-based searches of criminal information databases maintained by the Federal Bureau of Investigation and by the State of Texas have been completed within two years prior to the date of the most recent contract for services. This provision shall apply to individuals who begin employment or service provision on or after January 1, 2010.
- 9.02 Service providers of juvenile justice facilities or juvenile justice programs licensed by the Texas Department of Family and Protective Services, Texas Department of State Health Services, or other state agency are exempt from the requirement to provide documentation of criminal history searches for staff employed in the program or facility. Service providers that are individually licensed by the Texas Department of Family and Protective Services, Texas Department of State Health Services, or other state agency are also exempt from the requirement to provide documentation of criminal history searches. Service Provider shall provide Brazos County Juvenile Probation with documentation confirming that Service Provider's license is currently in good standing with the licensing entity and shall not provide services under this Agreement unless its license is in good standing.
- 9.03 Criminal history searches shall include the following:

- A. Texas criminal history fingerprint-based criminal history background search through the Texas Department of Public Safety.
 - B. Local law enforcement sex offender registration records check through the Public Sex Offender Registry on the Texas Department of Public Safety website.
 - C. Federal Bureau of Investigation fingerprint-based criminal history background search at the National Crime Information Center; internet-based searches shall not be used to conduct this background search.
- 9.04 A copy of the initial criminal history report required by this Agreement and any reports reflecting subsequent criminal activity shall be maintained for monitoring purposes for whichever of the following occurs later: duration of the individual's employment or period of service; minimum of three (3) years; or until any pending litigation, claim, audit or review, and all questions arising therefrom have been resolved.
- 9.05 As used within this Agreement, a disqualifying criminal history is a history that includes any one of the following:
- A. A felony conviction against the laws of this state, another state, or the United States within the past ten (10) years; A deferred adjudication for a felony against the laws of this state, another state, or the United States within the past ten (10) years;
 - B. A current felony deferred adjudication, probation or parole;
 - C. A jailable misdemeanor conviction against the laws of this state, another state, or the United States within the past five (5) years;
 - D. A deferred adjudication for a jailable misdemeanor against the laws of this state, another state, or the United States within the past five (5) years;
 - E. A current jailable misdemeanor deferred adjudication, probation or parole; or
 - F. The requirement to register as a sex offender under Chapter 62 of the Texas Code of Criminal Procedure.
- 9.06 In addition to the criteria and time frames set forth in the above definition of disqualifying criminal history, an individual must not have direct unsupervised access to juveniles in a facility or program until at least one year has elapsed since the completion of any period of incarceration, community supervision, or parole.
- 9.07 Any of Service Provider's employees, interns, volunteers or contractors with a disqualifying criminal history shall be prohibited from having direct unsupervised access to juveniles in a juvenile justice facility or a juvenile justice program.
- 9.08 Juvenile Probation reserves the right, in its sole discretion, to prohibit any individual with a prior criminal history from being placed in a position that involves direct unsupervised contact with juveniles.

ARTICLE X
DISCLOSURE OF INFORMATION

10.01 Service Provider warrants that, prior to entering this contract, it has verified and disclosed the following information to Juvenile Probation, and agrees that it shall have an ongoing affirmative duty under this Agreement to promptly ascertain and disclose in sufficient detail this same information to Juvenile Probation :

- A. Any and all corrective action required by any of Service Provider's licensing authorities;
- B. Any and all litigation filed against Service Provider, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct unsupervised contact with juveniles in a juvenile justice facility or juvenile justice program;
- C. Any arrest or current criminal indictment of any employee, intern, volunteer, subcontractor, agent and/or consultant of Service Provider that has direct unsupervised contact with juveniles in a juvenile justice facility or juvenile justice program;
- D. All pending and past allegations and/or investigations of abuse, neglect, exploitation, death or other serious incidents involving a juvenile placed by Juvenile Probation in the juvenile justice facility or juvenile justice program;
- E. Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of Service Provider that has direct unsupervised contact with juveniles in a juvenile justice facility or juvenile justice program was the alleged or designated perpetrator;
- F. The identity of any of Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct unsupervised contact with juveniles in a juvenile justice facility or juvenile justice program that required to register as a sex offender; and
- G. The identity of any of Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct unsupervised contact with juveniles in a juvenile justice facility or juvenile justice program that have a disqualifying criminal history.

10.02 Service Provider agrees and understands it has an affirmative and ongoing duty to ascertain and disclose to Juvenile Probation any and all of the foregoing information as to any individual, whether a prospective or existing employee, intern, volunteer, subcontractor, agent and/or consultant of Service Provider, prior to placing that individual in a position that involves direct unsupervised contact with juveniles in a juvenile justice facility or juvenile justice program.

ARTICLE XI
EQUAL OPPORTUNITY

11.01 Service Provider agrees to respect and protect the civil and legal rights of all children and their parents. It will not unlawfully discriminate against any employee, prospective employee, child, childcare provider, or parent on the basis of age, race, sex, religion, disability or national origin. Service Provider shall abide by all applicable federal, state and local laws and regulations.

ARTICLE XII
ASSIGNMENT & SUBCONTRACT

- 12.01 Service Provider may not assign or subcontract any of its rights, duties and/or obligations arising out of this Agreement without the prior written consent of Juvenile Probation.

ARTICLE XIII
OFFICIALS NOT TO BENEFIT

- 13.01 No officer, employee or agent of Juvenile Probation and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Agreement which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XIV
DEFAULT

- 14.01 Juvenile Probation may, by written notice of default to Service Provider, terminate the whole or any part of this Agreement, as it deems appropriate, in any one of the following circumstances:
- A. If Service Provider fails to perform the work called for by this Agreement within the time specified herein or any extension thereof; or
 - B. If Service Provider fails to perform any of the other material provisions of this Agreement, including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Agreement in accordance with its terms, and
 - C. In either of these two circumstances after receiving notice of default, Service Provider does not cure such failure within a period of ten (10) days.
- 14.02 Any default by Service Provider, regardless of whether the default results in termination, will jeopardize Service Provider's ability to contract with Juvenile Probation in the future, and may result in the refund of compensation received under this Agreement.

ARTICLE XV
TERMINATION

- 15.01 This Agreement may be terminated:
- A. By either party upon ten (10) days written notice to the other party of the intention to terminate; or
 - B. Upon expenditure of available funds.
- 15.02 If at any time during the term of this agreement Juvenile Probation, in its sole discretion, determines that the safety of children being served under this Agreement may be in jeopardy, Juvenile Probation may immediately suspend the effect of this Agreement, including but not limited to the obligation to pay, upon giving notice to the Service Provider.

ARTICLE XVI
WAIVER OF SUBROGATION

- 16.01 Service Provider expressly waives any and all rights it may have of subrogation to any claims or rights of its employees, agents, owners, officers, or subcontractors against Juvenile Probation. Service Provider also waives any rights it may have to indemnification from Juvenile Probation.

ARTICLE XVII
INDEMNIFICATION

- 17.01 It is further agreed that Service Provider will indemnify and hold harmless Juvenile Probation against any and all negligence, liability, loss, costs, claims, or expenses arising out of wrongful and negligent act(s) of commission or omission of Service Provider, its agents, servants, or employees arising from activities under this Agreement. Service Provider shall have no obligation to indemnify and hold harmless Juvenile Probation for any act(s) of commission or omission of Juvenile Probation agents, servants, or employees arising from or related to this Agreement for which a claim or other action is made.

ARTICLE XVIII
SOVEREIGN IMMUNITY

- 18.01 This Agreement is expressly made subject to **Brazos County's** Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver or any immunities from suit or from liability that Juvenile Probation has by operation of law. Nothing in this Agreement is intended to benefit any third party beneficiary.

ARTICLE XIX
REPRESENTATIONS & WARRANTIES

- 19.01 Service Provider hereby represents and warrants the following:
- A. That it has all necessary right, title, license and authority to enter into this Agreement;
 - B. That it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Cameron or any political subdivision thereof;
 - C. That it carries sufficient insurance to provide protection to Juvenile Probation under the indemnity provisions, as well as for any potential liabilities that arise from or related to this Agreement, that, if requested, it will cause its insurance carrier to identify Juvenile Probation as a certificate holder on its policy, and will add the Brazos County Juvenile Board as additional insured on its policy;
 - D. That all of its employees, interns, volunteers, subcontractors, agents and/or consultants that have contact with juveniles in a juvenile justice facility or juvenile justice program will be properly trained to report allegations or incidents of abuse, neglect, exploitation, death or serious incidents involving a juvenile under the supervision of Juvenile Probation in accordance with the

requirements of Texas Family Code Chapter 261 and any applicable Texas Juvenile Justice Department administrative rules regarding abuse, neglect, exploitation, death or serious incident; and

- E. That, if it has employees, interns, volunteers, subcontractors, agents and/or consultants that have contact with juveniles in a juvenile justice facility or juvenile justice program, then it shall prominently post in all public and staff areas of any and all of its offices/facilities, both the English and Spanish language versions of the following official notice forms that are available on the Texas Juvenile Justice Department website: *Notice to Public Regarding Abuse, Neglect and Exploitation* and *Notice to Employees Regarding Abuse, Neglect and Exploitation*.

ARTICLE XX
TEXAS LAW TO APPLY

- 20.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Cameron County, Texas.

ARTICLE XXI
VENUE

- 21.01 Exclusive venue for any litigation arising from this Agreement shall be in Cameron County, Texas.

ARTICLE XXII
ADDITIONAL TERMS AND AGREEMENTS

- 22.01 Service Provider will accept only those children confirmed by authorized officers of Juvenile Probation to be referred for placement in Service Provider's facility.
- 22.02 Juvenile Probation recognizes that part of a client's rehabilitation program may include time away from the residential setting of Service Provider, such as weekends and holidays, and that Service Provider must retain space for the client until his/her return. To this end, Juvenile Probation agrees to pay Service Provider the full amount due for such regularly scheduled days away from the residential setting or its program, provided they do not exceed four (4) days per month per client and that prior approval has been obtained by. Furloughs will not be authorized for the first one hundred and fifty (150) days of placement except in only highly unusual situations and solely at the approval of Juvenile Probation. Unoccupied bed space constitutes days away from the facility. Individualized Program Plans may warrant additional days away from the residential setting if approved in writing by Juvenile Probation; however, any additional days away from the residential setting will not be charged to Juvenile Probation.
- 22.03 The child's parent/guardians/custodians shall bear the primary responsibility for payment of any medical or dental needs, by personal payment or health insurance as well as clothing or other expenses not provided for in Service Provider's program.
- 22.04 Juvenile Probation reserves the right to terminate the client's placement with Service Provider at its discretion. Service Provider must not release a client to any person or agency other than Juvenile Probation without the express consent of an authorized agent of Juvenile Probation.
- 22.05 Service Provider is under no obligation to accept a client who is deemed inappropriate for placement in that program.

- 22.06 Juvenile Probation is under no obligation to place any child with Service Provider.
- 22.07 Juvenile Probation shall provide a written psychological, psychosocial or psychiatric evaluation. If the battery of tests included in the evaluation is older than one (1) year prior to admission, a clinical interview performed within one (1) year prior to admission shall be submitted with an updated diagnosis and prognosis.
- 22.08 In accordance with §29.012(b)(1) of the Texas Public Education Code, as a condition of this contract for residential services, Service Provider shall notify the school district in which the facility is located not later than the third day after the date a child is placed in the facility.
- 22.09 Service Provider shall comply with all applicable federal and state laws and regulations, Juvenile Probation's Policies, and Texas Juvenile Justice Department standards pertinent to services provided under this Agreement.
- 22.10 Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this Agreement, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.
- 22.11 Service Provider is hereby notified that state funds are used to pay for services rendered to Juvenile Probation. For this reason, Service Provider shall account separately for the receipt and expenditure of all funds received from Juvenile Probation, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting, and auditing of such funds.

ARTICLE XXIII
LEGAL CONSTRUCTION

- 23.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

ARTICLE XXIV
PRIOR AGREEMENTS SUPERSEDED


- 24.01 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.

ARTICLE XXV
AMENDMENTS

- 25.01 Juvenile Probation may amend, modify or alter the terms of this Agreement and specify an effective date thereof. Juvenile Probation will then notify Service Provider in writing, dated subsequent to the date hereof, of such changes and their effective date. Continuation of services after the effective date by Service Provider will signify its acceptance of these changes. If Service Provider declines to accept changes made by Juvenile Probation, Service Provider may terminate this Agreement subject to the conditions herein.

ON _____, 20____, FULLY EXECUTED IN DUPLICATE, EACH OF WHICH SHALL HAVE
THE FULL FORCE AND EFFECT OF AN ORIGINAL.

BRAZOS COUNTY JUVENILE BOARD

By: 
Honorable Duane Peters, Chairperson
Brazos County Juvenile Board

By: _____
Douglas Vance
Chief JPO, Brazos County

CAMERON COUNTY JUVENILE BOARD

By: _____
Honorable Janet Leal, Chairperson
Cameron County Juvenile Board

By: _____
Rose M. Gomez
Chief JPO, Cameron County



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Juvenile Services NUMBER:

DATE OF COURT MEETING: 8/29/2017

ITEM: Contract renewal with Harris County for juvenile residential services.

TO: Commissioners Court

FROM: Doug Vance

DATE: 08/18/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ACTION REQUESTED OR Approval.
ALTERNATIVES:

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
HarrisCountyRegionalizationRenewal2017-2018.pdf	Harris County Renewal	Cover Memo



**HARRIS COUNTY
JUVENILE PROBATION DEPARTMENT**

1200 CONGRESS * HOUSTON, TEXAS 77002 * (713) 222-4801

Thomas D. Brooks
Executive Director
Chief Juvenile Probation Officer

Henry Gonzales
Assistant Executive Director

**BRAZOS COUNTY JUVENILE BOARD AND HARRIS COUNTY JUVENILE BOARD RENEWAL
MEMORANDUM**

TO: Dr. Doug Vance, Chief Juvenile Probation Officer/Executive Director
Brazos County Juvenile Probation Department

FROM: Kendall Y. Mayfield, Director of Legal Services and Public Affairs
Harris County Juvenile Probation Department

FOR: Thomas D. Brooks, Chief Juvenile Probation Officer/Executive Director
Harris County Juvenile Probation Department

RE: **Regionalization Agreement Renewal for Fiscal Year 2018-1st Renewal Option**

The Brazos County Juvenile Board's (BCJB) Agreement with the Harris County Juvenile Board (HCJPB) for post-adjudication residential services offered through the Harris County Juvenile Probation Department will expire on August 31, 2017. Please confirm by signing this Memorandum that BCJB agrees to renew their Agreement with the HCJB under the same terms and conditions, and at the rate(s) detailed in Article 6.1 with the allowable rate increases described in Article 6.1.1. Please review your Agreement and note the following:

Current Service Level: Specialized

Current Rate: \$162.30


TJJD Rate Increase Date: September 1, 2017

The Brazos County Juvenile Board on behalf of the Brazos County Juvenile Probation Department will renew its Agreement with the Harris County Juvenile Board under the same terms and conditions, and at the rate(s) detailed in Article 6.1 with the allowable rate increases allowable under 6.1.1. for the term of September 1, 2017 through August 31, 2018.

 8/29/17
Duane Peters, Juvenile Board Chair (Date)

ON _____, 20_____, FULLY EXECUTED IN
DUPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN
ORIGINAL.

Brazos County Commissioners Court

By: 
Duane Peters, County Judge
200 S. Texas Ave., Ste. 332
Bryan, TX 77803
Phone: 979-361-4102
Fax: 979-361-4503

August 29, 2017
Date

Brazos County Juvenile Services Department

By: _____
Douglas Vance
Chief Juvenile Probation Officer

Date



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Purchasing NUMBER:

DATE OF COURT MEETING: 8/29/2017

ITEM: Renewal of contract # 18-022R Water Treatment with Wesco Chemicals, Inc.

TO: Commissioners Court

FROM: Lani Maness

DATE: 08/08/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ACTION REQUESTED OR
ALTERNATIVES: Approval of Renewal of Contract # 18-022R Water Treatment with Wesco Chemicals, Inc.

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
signed_renewal_letter_from_WESCO_Chemicals_Inc.pdf	Renewal Letter 18-022R Water Treatment with Wesco Chemicals, Inc.	Backup Material
18-022R_Tabulation.xlsx	Bid tabulation	Backup Material



Brazos County Purchasing Department

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

August 3, 2017

Wesco Chemicals, Inc.
P.O. Box 2506
Waxahachie, TX 75168

Re: Renewal of Contract #18-022R for Water Treatment for Brazos County formally known as 2016-11.

Brazos County appreciates the quality work your company has provided and would like to exercise the 1st renewal option for **18-022R Water Treatment for Brazos County formally known as 2016-11.**

All terms, conditions, and pricing shall remain the same. This renewal term will be for one year from October 1, 2017 to September 30, 2018.

To accept the renewal option, please fill out the information and sign below. Return the signed documents by email to lmaness@brazoscountytexas.gov or fax to (979) 361-4293. **Please then submit the original signed documents and an updated Certificate of Insurance by mail to the address listed above.** Please return acceptance as soon as possible. If you have any questions, I may be reached at (979) 361-4284.

Contact Name: G. KIRK SAUNDERS Telephone: 972-938-0913

E-Mail: KIRK.SAUNDERS@WESCOCHEMICALS.COM

Wesco Chemicals, Inc.

A handwritten signature in black ink, appearing to read "G. Kirk Saunders", is written over a horizontal line.

Authorized Signature

8-3-17

Date

BRAZOS COUNTY

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

Duane Peters, County Judge

8/29/17


Date

IQ #18-022R Water Treatment

October 1, 2017 - September 30, 2018

Type of Inspection	GC3 Specialty Chemicals		Fort Bends Services		Bob Johnson & Associates		WESCO Chemicals	
	Cost/Inspect	Cost/Year	Cost/Inspect	Cost/Year	Cost/Inspect	Cost/Year	Cost/Inspect	Cost/Year
Closed Water Loop Inspection Quarterly	\$52.00	\$3,536.00	\$10.00	\$680.00	\$74.00	\$5,032.00	\$30.00	\$2,040.00
Open Water Loop Inspection Monthly	\$590.00	\$14,160.00	\$330.00	\$7,920.00	\$446.32	\$10,711.68	\$240.00	\$5,760.00
Total Combined Inspections per Year		\$17,696.00		\$8,600.00		\$15,743.68		\$7,800.00

1st Renewal of 3: WESCO Chemicals

Approved by Commissioner's Court on this 29th day of August, 2017 by
 holding the position of Brazos County Judge



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Purchasing NUMBER:

DATE OF COURT MEETING: 8/29/2017

ITEM: Approval of service contract #17-171 to LMC Corp for several Brazos County projects total amount \$757,317.77, using Buyboard contract #520-16.

TO: Commissioners Court

FROM: Mandy Rutledge

DATE: 08/23/2017

FISCAL IMPACT: True

BUDGETED: False

DOLLAR AMOUNT: \$0.00

BUDGET DETAIL:

36500100-71025000 - \$428,329.80
36500100-71025000 - \$258,552.63
13000100-71025000 - \$55,708.97
11210020-71025000 - \$14,726.37

NOTES/EXCEPTIONS:

36500100-71025000 - \$428,329.80 Interior Renovations to Brazos Center
36500100-71025000 - \$258,552.63 Restroom Renovation at Brazos Center
13000100-71025000 - \$55,708.97 Awnings for Tax Office at entrances
11210020-71025000 - \$14,726.37 Awnings for Arena Hall Building

ACTION REQUESTED OR
ALTERNATIVES: Approval of Service Contract

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
Arena Hall Awning.pdf	Scope of work Arena Hall	Backup Material
Brazos Center Restroom Renovation.pdf	Scope of work Brazos Center Restroom Renovation	Backup Material
Tax Office Awning.pdf	Scope of work Tax Office Awning	Backup Material
Scope of Work Brazos Center Interior.pdf	Scope of Work Brazos Center Interior	Cover Memo
Service Contract.pdf	Service Contract	Cover Memo

**INTERIOR DESIGN AT THE BRAZOS CENTER
AWNING INSTALL AT TAX OFFICE
AWNING INSTALL AT ARENA HALL
BRAZOS CENTER RESTROOM RENNOVATION
CONTRACT**

BRAZOS COUNTY PURCHASING DEPT.
200 S. Texas Ave., Ste. 352
Bryan, Texas 77803
Telephone (979) 361-4294

IQ Request No. 17-171
Page 1 of 8 Pages

GENERAL REQUIREMENT FOR CONTRACT

I, ZENG KAREEM as a duly authorized representative of LMC CORPORATION
"Contractor" willingly attest to perform (or deliver) as per Detailed Scope of Work for
four (4) projects also known as Exhibit "A" for Brazos County. I further agree to all of the provisions
and specifications contained in this contract.

PROJECTS TO BE COMPLETED BY CONTRACTOR

Project #17-171

Interior renovations at the Brazos Center	\$428,329.80
Install awnings over front entrance of the Tax Office	\$55,708.97
Install awnings at Brazos County Arena Hall	\$14,726.37
Brazos Center Restroom Renovation	\$258,552.63

PREVAILING WAGES RATES

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 B attached. A Contractor or subcontractor who violates this section shall pay Brazos County \$60 for each worker employed for each calendar day or part of the day the worker is paid less than the wage rates stipulated in Exhibit B.

ASSIGNMENT

The successful offeror may not assign, sell or otherwise transfer this contract without written permission of Brazos County Commissioners Court. Should there be a change in ownership or management; the contract shall be terminated unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions and prices.

AWARD

Brazos County reserves the right to award this contract on the basis of LOWEST AND BEST OFFER in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to

more than one offeror, to reject any or all bids. The County reserves the right to accept or reject in part or in whole, any IQs submitted, and to waive any technicalities for the best interest of the County.

CONTRACT OBLIGATION

Brazos County Commissioners Court must award the contract and Brazos County Judge or other person authorized by Brazos County Commissioners Court must sign the contract before it becomes binding on Brazos County or the offerors. Department heads are NOT authorized to sign contracts for Brazos County. Binding contracts shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

QUANTITIES

The quantities specified in this contract are estimates only. Brazos County does not guarantee to purchase any minimum quantities or services other than those listed on a purchase order.

CONTRACT RENEWALS

Renewals may be made ONLY by written agreement between Brazos County and the offeror. Any and all price escalations shall not be accepted and shall be considered a non-response.

HOLD HARMLESS AGREEMENT

Contractor, the successful offeror, shall indemnify and hold Brazos County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from Contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover Contractor's liability as may arise directly or indirectly from work performed under terms of this contract. Certification of such coverage must be provided to Brazos County upon request.

INSPECTIONS & TESTING

Acceptance of merchandise, work, and/or equipment provided shall be made by Brazos County at the sole discretion of the Commissioners Court when all terms and conditions of the contract and specifications have been met to its satisfaction, including the submission to Brazos County of any and all documentation as may be required. 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.

ADDITION/MODIFICATION OF LOCATIONS OR SERVICES

Brazos County reserves the right to add locations as these additional locations may be required. Locations to be added may include, but not limited to, expansions or additions to existing facilities and acquisition or construction of new properties. In the event that Brazos County makes significant structural changes to an existing facility that impacts the Contractor's cost in providing the services anticipated by this contract such change may be treated as a new facility and the procedures provided for in this section may be followed in determining an appropriate price.

In the event Brazos County wishes to add other locations to a group under the contract, a quotation will be solicited from the incumbent Contractor in good standing for the group in which the new location is appropriately situated.

In the event Brazos County shall sell, vacate, abandon, or otherwise dispose or terminate a location to which the contract applies, all existing contracts for services applicable to such location, the portion of this contract that applies to such locations is terminated. All remaining portions of the contract will remain intact. Brazos County will endeavor to give the Contractor written notice of such termination of locations a minimum of thirty (30) days in advance.

INVOICES & PAYMENTS

Payments to Contractors will not be made if the Contractor cannot produce a Brazos County Purchase Order. Contractor shall submit an original invoice on each purchase order or purchase release after each delivery, indicating the purchase order number. Invoices must be itemized. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, shall be corrected by the Contractor.

When multiple deliveries and/or services are required, the Contractor may invoice following each delivery or performance of service and Brazos County will pay on invoice within thirty (30) days upon receipt of invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. The Contractor will provide an invoice for each month in which Brazos County is responsible for payment, during the duration of the contract. Prior to any and all payments made for goods and/or services provided under this contract, the Contractor should provide their Taxpayer Identification Number or Social Security number as applicable. This information must be on file with Brazos County Auditor's office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Service.

Retainage of 5% will be withheld from each invoice for the duration of the contract until the County accepts the work as 100% complete and receives all warranties, manuals, releases of lien and other closeout documents. Upon acceptance by the County, retainage will be released to the Contractor.

PRICING

Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form. **Prices shall be all inclusive: No price changes, additions, or subsequent qualifications will be honored during the course of the contract.** All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the Contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, offeror **MUST** indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

TAXES

Brazos County is exempt from all federal excise, state and local taxes unless otherwise stated in this contract. Brazos County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to Brazos County Purchasing Agent.

GOVERNING FORMS

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall contract, Brazos County's interpretation shall govern. In the event of a conflict between

the terms, conditions, provisions, and specifications of this contract and any other terms, conditions, provisions, and specifications provided by the Contractor; the terms of this contract shall supersede.

GOVERNING LAW

This bid solicitation is governed by the competitive bidding requirements of Brazos County Purchasing Act, Texas Local Government Code, §262.021 *et seq.*, as amended. Offerors shall comply with all applicable federal, state and local laws and regulations. Offeror is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Brazos County may request and rely on advice, decisions and opinions of the Attorney General of Texas and Brazos County Attorney concerning and portion of these requirements. Potential vendors are advised they may have disclosure requirement pursuant to Texas Local Government Code, Chapter 176.

This law requires persons desiring to do business with the County to disclose any gifts that have an aggregate value in excess of \$250.00 given to any employee of the County, County Official to the County Official's family members or employment of any employee of the County, County Official or the County Official's family members during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Brazos County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law. Bidder understands that Brazos County is a government subject to Texas State and Federal public information statutes.

DISQUALIFICATION OF OFFEROR

Upon signing this contract, an offeror offering to sell supplies, materials, services, or equipment to Brazos County certifies that the offeror has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, *et seq.*, as amended, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if Brazos County believes that collusion exists among the offerors. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by an offeror and after the bids are opened, if one of the bids is withdrawn, the result will be that all of the bids submitted by that offeror will be withdrawn; however, nothing herein prohibits a Contractor from submitting multiple bids for different products or services.

SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

TERMINATION

Brazos County reserves the right to terminate the contract for default if offeror breaches any of the terms therein, including warranties of offeror or if the offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Brazos County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Brazos County's satisfaction and/or to meet all other obligations and requirements. Brazos County may terminate the contract without cause upon thirty (30) days written notice.

POLICY REQUIREMENTS FOR CERTIFICATE OF INSURANCE

CONTRACTOR'S INSURANCE

The Contractor(s) before starting work for Brazos County, must furnish Brazos County a Certificate of Insurance or other acceptable evidence from a reputable insurance company or companies with an A.M. Best Rating of AA@ (such companies to be acceptable to Brazos County) licensed to write insurance in the state of Texas, showing that the Contractor is covered by the insurance as follows:

- (1) Statutory Workers Compensation Insurance with Employers Liability Insurance in the amount of \$1,000,000. In the event any work is sublet, the Contractor shall require the subcontractor similarly to provide the same coverage and shall himself acquire evidence of such coverage on behalf of the subcontractor. (TLC Sec. 401.011)
- (2) Commercial General Liability Insurance with a \$ 2,000,000 Combined Single Limit. The policy shall be on the Comprehensive General Liability 1986/90 occurrence form, and shall include coverage for acts of independent contractors, and shall name Brazos County as an additional insured. Waiver of subrogation is required. No claims made policies are acceptable without prior approval by the Commissioners Court/Risk Management.
- (3) Automobile Public Liability Insurance with a \$1,000,000 Combined Single Limit, in all self-propelled vehicles used in connection with the contract, whether owned, non-owned or hired. Waiver of subrogation is required.

The Certificate of Insurance furnished to Brazos County shall contain a provision that coverage under such policies shall not be canceled or materially changed until at least 30 days prior written notice has been given to Brazos County.

LIMITATIONS

The parties are aware that there are constitutional and statutory limitations on the authority of Brazos County to enter into certain terms and conditions of the contract, including, but not limited to, authorizations of the placement of liens on Brazos County property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Any contract terms and conditions related to the Limitations will not be binding on Brazos County except to the extent authorized by the laws and Constitution of the State of Texas.

COVERAGES/WAGES

Nothing in this contract shall be construed as making Brazos County responsible for the payment of compensation and/or any benefits for Contractor including health, property, motor vehicle, workers' compensation, disability, death, and dismemberment insurance for the Contractor's employees and/or equipment. Nothing in the contract shall be construed as making Brazos County responsible for wages, materials, logistical support, equipment, and related travel expenses incurred by the Contractor.

BONDING REQUIREMENTS

The Contractor will be required to bond each project individually. The successful bidder must provide to the Purchasing Department, a performance bond and a payment bond, each in the amount of 100% of each project sum ten (10) calendar days prior to start of work for each project. 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.

SOVEREIGN IMMUNITY

The parties understand that Brazos County does not waive or relinquish any immunity or defense on behalf of itself, officers, employees, agents, and volunteers as a result of its execution of this contract and the performance of the covenants contained herein. Further, Brazos County is not responsible for any civil liability that arises from any act or omission made within the course and scope of this contract. The parties understand and agree that Brazos County does not assume civil liability under any theory of law for the actions of the Contractor in providing services hereunder.

NOTICES

Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

BRAZOS COUNTY:
Brazos County, Texas
Duane Peters, Brazos County Judge
200 South Texas Avenue, Suite 332
Bryan, Texas 77803

CONTRACTOR:

Sales Contact Name:

Phone Number:

Billing Info:

Zhang Karen

210.643.9392

9191 WINKLER DR. SUITE A,
HOUSTON, TX 77017

ASSIGNABILITY

This contract may not be assigned without the prior written permission of Brazos County.

FISCAL FUNDING CLAUSE

Notwithstanding any provisions contained herein, the obligations of Brazos County are expressly contingent upon the availability of funding for the obligations contained herein for the term of the contract and any extensions thereto.

WAIVERS

No waiver by either party hereto of any term or condition of this contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

ENTIRE CONTRACT

This contract represents the entire and integrated agreement between Brazos County and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This contract may only be amended by written instrument approved and executed by the parties.

AVAILABILITY AND RETENTION OF RECORDS

All records relating to the service provided under this contract and supporting documentation for invoices submitted to Brazos County by the Contractor shall be retained and made available by the Contractor for audit by Brazos County, its duly authorized representatives, the State of Texas (including, but not limited to the Auditor of the State of Texas, Inspector General or duly appointed law enforcement officials) and agencies of the United States Government. Such records shall be returned by Contractor and made available for any time period required by state or federal law. If changes occur in the governing state or federal law, regarding retention records, Contractor shall comply with such changes. If an audit is initiated before the expiration of such time periods required by state or federal law regarding retention of records, the Contractor shall retain such records until the audit is concluded and all issues resolved. Contractor shall provide Brazos County with copies of such audits that be conducted with respect to the contract.

AUDIT RESPONSIBILITY

The Contractor shall be responsible for receiving, replying to and/or complying with any audit exception by appropriate federal, state or local audit directly related to the provision of this contract.

The Contractor shall repay to Brazos County the full amount received for duplicate billings, erroneous billings, false or deceptive claims. The Contractor recognizes and agrees that Brazos County may withhold any money due and recover through any appropriate method any money erroneously paid under this contract if evidence exists of less than full compliance with this contract.

INDEMNIFICATION

The Contractor shall defend, indemnify and save harmless Brazos County and all its officers, agents, and employees from all suits, actions, or claims of any character, name and description including attorney's fees expenses brought for or on account of any injuries or damages received or sustained by any person or persons or property, by or from the said Contractor or his employees or by or in consequence of any negligence in safeguarding the work, or through the use of unacceptable materials in construction of the work, or by or on account of any act of omission, the Worker Compensation Law or any other law, ordinance, order or decree, and so much of the money due the said Contractor under and by virtue of his contract as shall be considered necessary by Brazos County may be retained for the use of Brazos County, or in case no money is due, his sureties shall be held until suit or suits, action or actions, claim or claims for injury or damages as aforesaid shall have been settled and satisfactory evidence to that effect furnished Brazos County. Contractor shall defend, indemnify and save harmless Brazos County, its officers, agents and employees in accordance with this indemnification clause regardless of whether the injury or damage is caused in part by Brazos County, its officers, agents or employees.

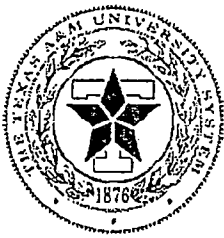
CERTIFICATION OF BID AND NON-DEBARMENT

Brazos County is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's Excluded Parties List System (EPLS, <https://www.sam.gov>), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Respondent certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov>.

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

Signed By: [Signature] Title: CONSTRUCTION MGR/ARCHITECT
Typed Name: ZAHNG KAREEM
Company Name: LMC CORPORATION Phone No. 710-643-9392
Email Address: ZAHNG.KAREEM@LMCCORP.NET
Mailing Address: 9191 WINKLER DR., SUITE A, HOUSTON TX 77017
P. O. Box or Street City State Zip
Employer Identification Number: 76-0329419
Social Security Number: _____

Approved by Commissioners' Court on this 29th day of August 2017 by
[Signature] holding the position of County Clerk



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

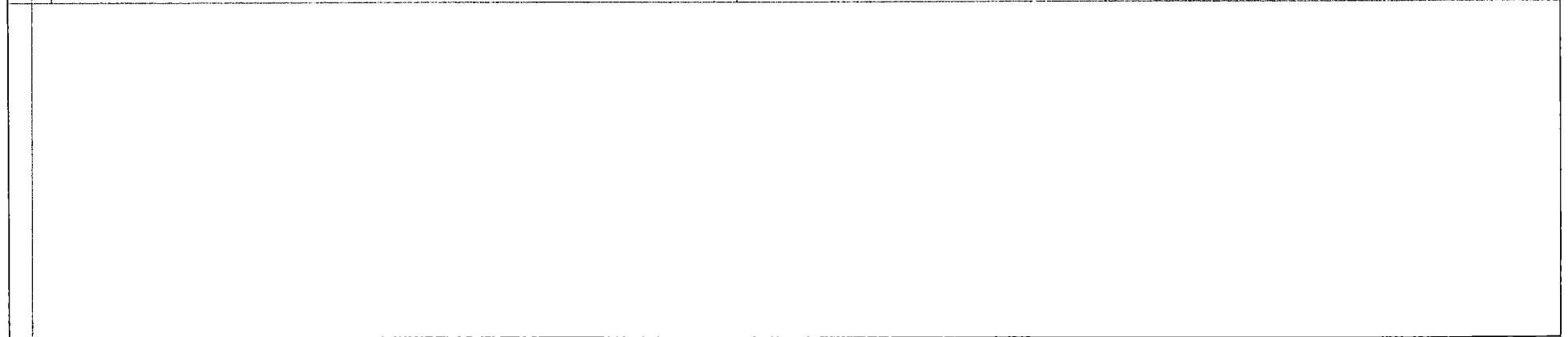
Exhibit "B"

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

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

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

ID	Task Name	Duration	Start	Finish	Predecessors																																				
						Aug 27, '17				Sep 10, '17				Sep 24, '17				Oct 8, '17				Oct 22, '17				Nov 5, '17				Nov 19, '17				Dec 3, '17				Dec 17, '17			
						S	T	M	F	T	S	W	S	T	M	F	T	S	W	S	T	M	F	T	S	W	S	T	M	F	T	S	W	S	T	S	T				
1	JOB DURATION	38 days	Mon 8/28/17	Wed 10/18/17																																					
2	MOBILIZATION	3 days	Mon 10/2/17	Wed 10/4/17																																					
3	CONCRETE FORMS AT ALL THREE AWNINGS	7 days	Thu 10/5/17	Fri 10/13/17																																					
4	DIGGING	2 days	Thu 10/5/17	Fri 10/6/17																																					
5	FORMING	1 day	Sat 10/7/17	Sat 10/7/17	4																																				
6	REBAR	1 day	Sun 10/8/17	Sun 10/8/17	5																																				
7	POUR	1 day	Mon 10/9/17	Mon 10/9/17	6																																				
8	SET UP OF CONCRETE	2 days	Tue 10/10/17	Wed 10/11/17	7																																				
9	AWNINGS	23 days	Mon 9/18/17	Wed 10/18/17																																					
10	FABRICATION OF 3 AWNINGS	30 days	Mon 8/28/17	Fri 10/6/17																																					
11	INSTALLATION OF 3 AWNINGS	3 days	Thu 10/12/17	Mon 10/16/17	8																																				
12	PUNCH LIST	2 days	Tue 10/17/17	Wed 10/18/17	11																																				



Project: Brazos Count Arena Hall A Date: Wed 8/23/17	Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Deadline
	Split		External Tasks		Inactive Summary		Manual Summary		Progress
	Milestone		External Milestone		Manual Task		Start-only		Finish-only
	Summary		Inactive Task		Duration-only		Finish-only		Finish-only

ID	Task Mode	Task Name	Duration	Start	Finish	'17	Sep 24, '17	Oct 8, '17	Oct 22, '17	Nov 5, '17	Nov 19, '17	Dec 3, '17	Dec 17, '17	Dec 31, '17													
						S	W	S	T	M	F	T	S	W	S	T	M	F	T	S	W	S	T	M	F	T	S
1	🚧	RESTROOM RENOVATION PHASE I JOB DURATION	54 days	Mon 9/18/17	Thu 11/30/17																						
2	🚧	RESTROOMS #103 & #104	54 days	Mon 9/18/17	Thu 11/30/17																						
3	🚧	MOBILIZATION	1 day	Mon 10/30/17	Mon 10/30/17																						
4	🚧	CEILING GRID	33 days	Mon 10/2/17	Wed 11/15/17																						
5	🚧	DEMO OF EXISTING CEILING	2 days	Wed 11/1/17	Thu 11/2/17																						
6	🚧	MATERIAL ORDER OF NEW CEILING GRID FOR ALL 4 RESTROOMS	25 days	Mon 10/2/17	Fri 11/3/17																						
7	🚧	INSTALLATION OF NEW CEILING GRID IN RESTROOMS	4 days	Sat 11/11/17	Wed 11/15/17																						
8	🚧	LIGHT FIXTURES	36 days	Mon 10/2/17	Sun 11/19/17																						
9	🚧	DEMO OF EXISTING LIGHT FIXTURES	4 days	Wed 11/1/17	Sat 11/4/17																						
10	🚧	MATERIAL ORDER FOR NEW LIGHT FIXTURES FOR ALL 4 RESTROOMS	25 days	Mon 10/2/17	Fri 11/3/17																						
11	🚧	INSTALLATION OF NEW LIGHT FIXTURES	4 days	Wed 11/15/17	Sun 11/19/17																						
12	🚧	PLUMBING	39 days	Mon 10/2/17	Thu 11/23/17																						
13	🚧	DEMO OF EXISTING PLUMBING FIXTURES	4 days	Wed 11/1/17	Sat 11/4/17																						
14	🚧	MATERIAL ORDER OF NEW PLUMBING FIXTURES FOR ALL 4 RESTROOMS	22 days	Mon 10/2/17	Tue 10/31/17																						
15	🚧	INSTALLATION OF PLUMBING FIXTURES	4 days	Mon 11/20/17	Thu 11/23/17																						
16	🚧	CMU WALLS	27 days	Mon 10/2/17	Tue 11/7/17																						
17	🚧	DEMO OF EXISTING CMU WALLS	2 days	Fri 11/3/17	Mon 11/6/17																						
18	🚧	MATERIAL ORDER FOR CMU FOR ALL FOUR RESTROOMS	24 days	Mon 10/2/17	Thu 11/2/17																						
19	🚧	INSTALLATION OF NEW CMU WALLS	2 days	Mon 11/6/17	Tue 11/7/17																						
20	🚧	CERAMIC TILE	36 days	Mon 10/2/17	Mon 11/20/17																						
21	🚧	DEMO OF EXISTING FLOOR AND WALL TILE	4 days	Wed 11/1/17	Sat 11/4/17																						

Project: Brazos County Brazos Cen Date: Thu 8/24/17	Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Deadline
	Split		External Tasks		Inactive Summary		Manual Summary		Progress
	Milestone		External Milestone		Manual Task		Start-only		Finish-only
	Summary		Inactive Task		Duration-only		Finish-only		Task

ID	Task Mode	Task Name	Duration	Start	Finish	'17	Sep 24, '17					Oct 8, '17					Oct 22, '17					Nov 5, '17					Nov 19, '17					Dec 3, '17					Dec 17, '17					Dec 31, '17				
						S	W	S	T	M	F	T	S	W	S	T	M	F	T	S	W	S	T	M	F	T	S	W	S	T	M	F	T	S												
43		INSTALLATION OF NEW LIGHT FIXTURES	4 days	Tue 12/26/17	Fri 12/29/17																																									
44		PLUMBING	17 days	Fri 12/1/17	Sun 12/24/17																																									
45		DEMO OF EXISTING PLUMBING FIXTURES	2 days	Fri 12/1/17	Mon 12/4/17																																									
46		INSTALLATION OF PLUMBING FIXTURES	3 days	Thu 12/21/17	Sun 12/24/17																																									
47		CMU WALLS	10 days	Fri 12/1/17	Thu 12/14/17																																									
48		DEMO OF EXISTING CMU WALLS	2 days	Fri 12/1/17	Mon 12/4/17																																									
49		INSTALLATION OF NEW CMU WALLS	2 days	Wed 12/6/17	Thu 12/7/17																																									
50		CERAMIC TILE	14 days	Fri 12/1/17	Wed 12/20/17																																									
51		DEMO OF EXISTING FLOOR AND WALL TILE	3 days	Fri 12/1/17	Tue 12/5/17																																									
52		INSTALLATION OF WALL TILE & EPOXY GROUT IN RESTROOMS	6 days	Mon 12/11/17	Sat 12/16/17																																									
53		INSTALLATION OF FLOOR TILE & EPOXY GROUT IN RESTROOMS	4 days	Fri 12/15/17	Wed 12/20/17																																									
54		PARTITIONS	21 days	Fri 12/1/17	Fri 12/29/17																																									
55		DEMO OF EXISTING PARTITION	2 days	Fri 12/1/17	Sun 12/3/17																																									
56		INSTALLATION OF PARTITIONS IN RESTROOMS	4 days	Tue 12/26/17	Fri 12/29/17																																									
57		MISCELLANEOUS	2 days	Wed 12/27/17	Thu 12/28/17																																									
58		INSTALLATION OF NEW MIRRORS IN RESTROOMS	1 day	Wed 12/27/17	Wed 12/27/17																																									
59		INSTALLATION OF NEW COUNTER TOP	1 day	Thu 12/28/17	Thu 12/28/17																																									
60		PUNCHLIST	3 days	Thu 12/28/17	Sun 12/31/17																																									

Project: Brazos County Brazos Cen Date: Thu 8/24/17	Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Deadline	
	Split		External Tasks		Inactive Summary		Manual Summary		Progress	
	Milestone		External Milestone		Manual Task		Start-only			
	Summary		Inactive Task		Duration-only		Finish-only			



Work Order Signature Document

ezIQc Buy Board Contract No.: 520-16 Area D - LMC

☒ New Work Order ☐ Modify an Existing Work Order

Work Order Number.: 048247.00 Work Order Date: 08/24/2017
Work Order Title: Brazos County - Interior Renovations at the Brazos Center
Owner Name: County of Brazos Contractor Name: LMC Corporation
Contact: Charles Wendt Contact: Zring Kareem
Phone: 979-361-4292 Phone: 210-643-9392

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of ezIQc Buy Board Contract No 520-16 Area D - LMC.

Brief Work Order Description:

Interior Renovations at the Brazos Center.


Time of Performance Estimated Start Date: 08/01/2017
Estimated Completion Date: 11/07/2017

Liquidated Damages Will apply: ☐ Will not apply: ☒

Work Order Firm Fixed Price: \$428,329.80

Owner Purchase Order Number: 048247.00

Approvals

 8/29/17
Owner Date

Contractor Date

Detailed Scope of Work

To: Zring Kareem
LMC Corporation
9191 Winkler Drive, Suite A
Houston, TX 77017-5967
210-643-9392

From: Charles Wendt
County of Brazos
206 West Washington
Brazos, TX 77803
979-361-4292

Date Printed: August 24, 2017

Work Order Number: 048247.00

Work Order Title: Brazos County - Interior Renovations at the Brazos Center

Brief Scope: Interior Renovations at the Brazos Center.

☐

Preliminary

☐

Revised

☒

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Scope of Work – Interior Renovations at the Brazos Center.

Project Summary

This scope of work applies to the Interior Renovation project for the Brazos county in Bryan, TX. This project involves the interior renovations for the Multy-use facility building for Brazos County. Proposal is based on issued plans & specs. All work will be done during regular business hours, in accordance with NESHAP, EPA, OSHA, Federal and State regulation.

Provide labor, material and equipment required to:

1. Demolish existing ceiling grid and panels.
2. Install USG Acoustical suspension system and acoustical panels.
3. Safely remove instructed Light fixtures and install new LEDs as per specs.
4. Paint existing interior walls as specified by client.
5. Paint doors and frames as per specs given by client.
6. Furnish and install Audio/visual equipment and fixtures as per specs (A/V work and equipment as per previous instructions given to Avinext by Brazos County IT Department).

Clean up and haul off all debris properly and safely.

LMC will provide both payment and performance bonds (upon receiving PO). prevailing wages is included in the proposal.

Reasonable additional, unexpected costs directly related to an existing, concealed condition or other situation that may be revealed during renovation shall be the sole responsibility of Brazos County. Further, LMC Corporation shall not be held responsible for reasonable delays caused by such condition.

Any extra work or changes to this proposal shall be determined in advance by LMC and the Project Manager or Authorized Agent. Any authorization for extra work shall show the agreed terms and costs, and be approved and signed by both parties. LMC Corporation shall do no extra work without the prior written authorization from the Project Manager or Authorized Agent.

Detailed Scope of Work Continues..

Work Order Number: 048247.00

Work Order Title: Brazos County - Interior Renovations at the Brazos Center

Subject to the terms and conditions of JOC Contract **520-16 Area D - LMC.**

Contractor

Date



Owner

8/29/17
Date

Contractor's Price Proposal - Summary

Date: August 24, 2017

Re: IQC Master Contract #: 520-16 Area D - LMC
Work Order #: 048247.00
Owner PO #: 048247.00
Title: Brazos County - Interior Renovations at the Brazos Center
Contractor: LMC Corporation
Proposal Value: \$428,329.80

Interior Finishes	\$198,990.80
Light Fixtures	\$115,822.46
Sound System	\$113,516.54
Proposal Total	\$428,329.80

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: 26.06%

Contractor's Price Proposal - Detail

Date: August 24, 2017

Re: IQC Master Contract #: 520-16 Area D - LMC
 Work Order #: 048247.00
 Owner PO #: 048247.00
 Title: Brazos County - Interior Renovations at the Brazos Center
 Contractor: LMC Corporation
 Proposal Value: \$428,329.80

Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)		
Interior Finishes					
1	01 56 16 00 0006		SF	6 Mil Plastic Anti Static And Fire And Flame Retardant Sheeting, Applied To Floors	\$8,260.00
				Quantity Unit Price Factor = Total	
			Installation	35,000.00 x 0.20 x 1.1800 = 8,260.00	
				Anti static, fire and flame retardant sheeting to be applied.	
2	01 56 16 00 0059		SF	1/2" Plywood For Temporary Floor Protection	\$8,094.80
				Quantity Unit Price Factor = Total	
			Installation	7,000.00 x 0.98 x 1.1800 = 8,094.80	
				Floor protection as necessary to perform work.	
3	02 90 50 00 0463		ROL	Tape - Blue Masking (Painters Tape)	\$2,588.92
				Quantity Unit Price Factor = Total	
			Installation	200.00 x 10.97 x 1.1800 = 2,588.92	
				Tape and coverings to perform interior work.	
4	09 51 13 00 0003		SF	2' x 2' x 5/8" Fiberglass Acoustical Ceiling Panel	\$62,363.00
				Quantity Unit Price Factor = Total	
			Installation	35,000.00 x 1.29 x 1.1800 = 53,277.00	
			Demolition	35,000.00 x 0.22 x 1.1800 = 9,086.00	
				Carefully remove existing Ceiling Panels and install new as per USG recommendation,	
5	09 51 13 00 0003	0098	MOD	For Individual Room Quantities <495, AddFor use with projects >500 SF	\$0.00
				Quantity Unit Price Factor = Total	
			Installation	0.00 x 0.12 x 1.1800 = 0.00	
6	09 53 23 00 0004		SF	2' x 2' Grid, 15/16" T Bar Ceiling Suspension System	\$79,296.00
				Quantity Unit Price Factor = Total	
			Installation	35,000.00 x 1.70 x 1.1800 = 70,210.00	
			Demolition	35,000.00 x 0.22 x 1.1800 = 9,086.00	
				Ceiling suspension system to be demolished and replaced as per specs.	
7	09 91 23 00 0062		SF	Paint Interior Plaster/Drywall Walls, 1 Coat Primer, Brush/Roller Work	\$9,062.40
				Quantity Unit Price Factor = Total	
			Installation	24,000.00 x 0.32 x 1.1800 = 9,062.40	
				1 Coat Primer	
8	09 91 23 00 0064		SF	Paint Interior Plaster/Drywall Walls, 2 Coats Paint, Brush/Roller Work	\$17,558.40
				Quantity Unit Price Factor = Total	
			Installation	24,000.00 x 0.62 x 1.1800 = 17,558.40	
				Carefully paint interior walls.	
9	09 91 23 00 0239		LF	Paint Interior Metal Door Frame And Trim, 1 Coat Primer, Brush/Roller Work	\$637.20
				Quantity Unit Price Factor = Total	
			Installation	1,200.00 x 0.45 x 1.1800 = 637.20	
				Primer for Door frames and trim	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 048247.00

Work Order Title: Brazos County - Interior Renovations at the Brazos Center

Interior Finishes

10	09 91 23 00 0241	LF	Paint Interior Metal Door Frame And Trim, 2 Coats Paint, Brush/Roller Work						\$1,373.52
			Installation	Quantity	Unit Price	Factor	=	Total	
				1,200.00	0.97	x	1.1800	1,373.52	
			Paint frame and trim of interior						
11	09 91 23 00 0243	EA	Paint Interior Metal Door, One Face, 1 Coat Primer, Brush/Roller Work						\$1,861.26
			Installation	Quantity	Unit Price	Factor	=	Total	
				69.00	22.86	x	1.1800	1,861.26	
			Apply primer to doors						
12	09 91 23 00 0265	EA	Paint Interior Wood Door, Both Faces, 1 Coat Primer, Sprayed						\$2,746.30
			Installation	Quantity	Unit Price	Factor	=	Total	
				69.00	33.73	x	1.1800	2,746.30	
			Paint doors as per specs given by client.						
13	09 91 23 00 0267	EA	Paint Interior Wood Door, Both Faces, 2 Coats Paint, Sprayed						\$5,149.00
			Installation	Quantity	Unit Price	Factor	=	Total	
				69.00	63.24	x	1.1800	5,149.00	
			Paint doors as per specs given by client.						

Subtotal for Interior Finishes

\$198,990.80

Light Fixtures

14	26 27 26 00 0172	EA	1,500 Watt Dimmers With SPST Switch						\$6,374.29
			Installation	Quantity	Unit Price	Factor	=	Total	
				58.00	80.93	x	1.1800	5,538.85	
			Demolition	Quantity	Unit Price	Factor	=	Total	
				50.00	14.16	x	1.1800	835.44	
			Leviton IP710-LFZ. Switch with slide dimmer.						
15	26 51 13 00 0307	EA	2,400 Lumens, 2' x 4', Volumetric, Lay-In/Troffer LED Fixture (Lithonia 2VTL4)						\$102,900.41
			Installation	Quantity	Unit Price	Factor	=	Total	
				298.00	292.63	x	1.1800	102,900.41	
			SIMKAR 2' x 4' LED recessed troffers. As per plans (Clear prismatic, color 41= 41000k).						
16	26 51 13 00 0377	EA	625 Lumens, 6" Diameter, Recessed LED Downlight Retrofit (Cree® CR6-625L)						\$6,547.76
			Installation	Quantity	Unit Price	Factor	=	Total	
				95.00	58.41	x	1.1800	6,547.76	
			TPC LED dimmable Recessed retrofits. 6" as per specs given by client.						

Subtotal for Light Fixtures

\$115,822.46

Sound System

17	01 22 23 00 0065	WK	33' Electric, Scissor Platform Lift						\$1,873.97
			Installation	Quantity	Unit Price	Factor	=	Total	
				3.00	529.37	x	1.1800	1,873.97	
			Scissor lift needed to perform sound system work. All work as petitioned by client and recommended by Avinext.						
18	01 96 00 00 0002	EA	BSS BLU - 326 Networked I/O expander w Dante & BLU link chassis						\$3,309.97
		NPP	Installation	Quantity	Unit Price	Factor	=	Total	
				1.00	2,805.06	x	1.1800	3,309.97	
			All work as petitioned by client and recommended by Avinext.						
19	01 96 00 00 0003	EA	BSS BLU-806 Networked signal processor w/Dante & BLU link chassis						\$5,251.74
		NPP	Installation	Quantity	Unit Price	Factor	=	Total	
				1.00	4,450.63	x	1.1800	5,251.74	
			All work as petitioned by client and recommended by Avinext.						

Contractor's Price Proposal - Detail Continues..

Work Order Number: 048247.00

Work Order Title: Brazos County - Interior Renovations at the Brazos Center

Sound System

20	01 96 00 00 0004	EA	BSS BLUCARD-IN 4 analog input mic/line card for Soundweb London Chassis						\$377.13
		NPP	Installation	Quantity	Unit Price	Factor	=	Total	
				1.00	319.60	1.1800		377.13	
			All work as petitioned by client and recommended by Avinext.						
21	01 96 00 00 0005	EA	BSS BLUCARD-OUT 4 analog output mic/line card for Soundweb London Chassis						\$2,262.77
		NPP	Installation	Quantity	Unit Price	Factor	=	Total	
				6.00	319.60	1.1800		2,262.77	
			All work as petitioned by client and recommended by Avinext.						
22	01 96 00 00 0006	EA	BSS EC-4BV-WHT-US Ethernet Controller with 4 Buttons and Volume						\$597.79
		NPP	Installation	Quantity	Unit Price	Factor	=	Total	
				2.00	253.30	1.1800		597.79	
			All work as petitioned by client and recommended by Avinext.						
23	01 96 00 00 0007	EA	Crown DCI 6/600N Two-channel, 600W @ 4? Power Amplifier with BLU link, 70V/100V						\$9,693.94
		NPP	Installation	Quantity	Unit Price	Factor	=	Total	
				5.00	1,643.04	1.1800		9,693.94	
			All work as petitioned by client and recommended by Avinext.						
24	01 96 00 00 0008	EA	Crown DCI 4/300 Four-channel, 300W @ 4? Analog Power Amplifier, 70V/100V						\$1,641.55
		NPP	Installation	Quantity	Unit Price	Factor	=	Total	
				1.00	1,391.14	1.1800		1,641.55	
			All work as petitioned by client and recommended by Avinext.						
25	01 96 00 00 0009	EA	Crown DCI 8/600 Eight-channel, 600W @ 4 Power Amplifier with BLU Link, 70V?100V						\$6,122.56
		NPP	Installation	Quantity	Unit Price	Factor	=	Total	
				1.00	5,188.61	1.1800		6,122.56	
			All work as petitioned by client and recommended by Avinext.						
26	01 96 00 00 0010	EA	Techflex Clean Cut 1 1/4-Inch Braided Cable Sleeve, Black						\$0.78
		NPP	Installation	Quantity	Unit Price	Factor	=	Total	
				1.00	0.66	1.1800		0.78	
			All work as petitioned by client and recommended by Avinext.						
27	01 96 00 00 0011	EA	1920-24G-POE+ 180W SWITCH						\$22,878.14
		NPP	Installation	Quantity	Unit Price	Factor	=	Total	
				25.00	775.53	1.1800		22,878.14	
			All work as petitioned by client and recommended by Avinext.						
28	01 96 00 00 0012	EA	JBL CONTROL 40cs/t Direct-Radiating-In-Ceiling Subwoofer with 8" driver, built-in crossover network with outputs for 2 or 4 pcs of Control 42C satellite speakers, 30 Hz- 300 Hz, 200W program, 100W pink noise, 70V/100V taps at 80W, 40W, 20W (and 10W @ 70V) plus 8 ohm direct, (priced as each, sold in pairs).						\$348.17
		NPP	Installation	Quantity	Unit Price	Factor	=	Total	
				1.00	295.06	1.1800		348.17	
			All work as petitioned by client and recommended by Avinext.						
29	01 96 00 00 0013	EA	JBL CONTROL 47C/T Wide-coverage, extended bass ceiling spkr feature RBI 6.5" two-way, 120 deg consistent coverage, 55 Hz - 20 kHz, 91 dB sens, taps at 60W, 30W, 15W (and 7.5W @ 70) plus 8 ohm direct. (priced as each, sold in pairs.)						\$2,992.43
		NPP	Installation	Quantity	Unit Price	Factor	=	Total	
				12.00	211.33	1.1800		2,992.43	
			All work as petitioned by client and recommended by Avinext.						

Contractor's Price Proposal - Detail Continues..

Work Order Number: 048247.00

Work Order Title: Brazos County - Interior Renovations at the Brazos Center

Sound System

30	01 96 00 00 0013	EA	LWC 7' LAN Solutions Category 6 U/UTP pre-made patch cable						\$191.96
	NPP	Installation	Quantity	Unit Price	Factor	=	Total		
			49.00	3.32	1.1800	=	191.96		
			All work as petitioned by client and recommended by Avinext.						
31	01 96 00 00 0014	EA	LWC Category 6 EZ-RJ45 plugs						\$6.14
	NPP	Installation	Quantity	Unit Price	Factor	=	Total		
			10.00	0.52	1.1800	=	6.14		
			All work as petitioned by client and recommended by Avinext.						
32	01 96 00 00 0015	EA	LWC High Performance Category 6 connector strain relief						\$107.03
	NPP	Installation	Quantity	Unit Price	Factor	=	Total		
			10.00	9.07	1.1800	=	107.03		
			All work as petitioned by client and recommended by Avinext.						
33	01 96 00 00 0016	EA	LWC Black Commercial grade general purpose 16 AWG 2 conductor plenum cable.						\$1,104.48
	NPP	Installation	Quantity	Unit Price	Factor	=	Total		
			3,900.00	0.24	1.1800	=	1,104.48		
			All work as petitioned by client and recommended by Avinext.						
34	01 96 00 00 0017	EA	LWC Black High-performance EZ-strip broadcast audio 22 AWG 1 pair shielded plenum cable						\$1,184.25
	NPP	Installation	Quantity	Unit Price	Factor	=	Total		
			3,860.00	0.26	1.1800	=	1,184.25		
			All work as petitioned by client and recommended by Avinext.						
35	01 96 00 00 0018	EA	LWC Black Category 6 U/UTP EN series 23 AWG 4 pair unshielded cable						\$725.70
	NPP	Installation	Quantity	Unit Price	Factor	=	Total		
			1,500.00	0.41	1.1800	=	725.70		
			All work as petitioned by client and recommended by Avinext.						
36	01 96 00 00 0019	EA	LWC Cable Tie black UV-Resistant for indoor/outdoor use 8"						\$7.08
	NPP	Installation	Quantity	Unit Price	Factor	=	Total		
			100.00	0.06	1.1800	=	7.08		
			All work as petitioned by client and recommended by Avinext.						
37	01 96 00 00 0020	EA	LWC 7' LAN Solutions Category 6 U/UTP pre-made patch cable						\$66.60
	NPP	Installation	Quantity	Unit Price	Factor	=	Total		
			17.00	3.32	1.1800	=	66.60		
			All work as petitioned by client and recommended by Avinext.						
38	01 96 00 00 0021	EA	Velcro 1/2" OneWrap 25yd Non-Plenum						\$16.92
	NPP	Installation	Quantity	Unit Price	Factor	=	Total		
			1.00	14.34	1.1800	=	16.92		
			All work as petitioned by client and recommended by Avinext.						
39	01 96 00 00 0022	EA	Middle Atlantic DWR-21-22 21 SR/22D Wallrack Black						\$821.46
	NPP	Installation	Quantity	Unit Price	Factor	=	Total		
			1.00	696.15	1.1800	=	821.46		
			All work as petitioned by client and recommended by Avinext.						
40	01 96 00 00 0023	EA	Middle Atlantic DWR-RR21 21 21SP Rear RL Kit DWR/EWR						\$53.69
	NPP	Installation	Quantity	Unit Price	Factor	=	Total		
			1.00	45.50	1.1800	=	53.69		
			All work as petitioned by client and recommended by Avinext.						

Contractor's Price Proposal - Detail Continues..

Work Order Number: 048247.00

Work Order Title: Brazos County - Interior Renovations at the Brazos Center

Sound System

41	01 96 00 00 0024	EA	Middle Atlantic FAN2-DC-FC (2) 4" DC Fans w/control.						\$196.35
	NPP	Installation	Quantity	Unit Price	Factor	=	Total		
			1.00	166.40	1.1800	=	196.35		
			All work as petitioned by client and recommended by Avinext.						
42	01 96 00 00 0025	EA	Middle Atlantic HP 100PC 10-32 RACK Screws W						\$22.24
	NPP	Installation	Quantity	Unit Price	Factor	=	Total		
			1.00	18.85	1.1800	=	22.24		
			All work as petitioned by client and recommended by Avinext.						
43	01 96 00 00 0026	EA	Middle Atlantic LBP-15R90Degree 1.5" Offset						\$47.44
	NPP	Installation	Quantity	Unit Price	Factor	=	Total		
			6.00	6.70	1.1800	=	47.44		
			All work as petitioned by client and recommended by Avinext.						
44	01 96 00 00 0027	EA	Middle Atlantic LVFD-21 21SP Large Perf Fr Door						\$294.53
	NPP	Installation	Quantity	Unit Price	Factor	=	Total		
			1.00	249.60	1.1800	=	294.53		
			All work as petitioned by client and recommended by Avinext.						
45	01 96 00 00 0028	EA	Middle Atlantic PD-915RV-RN 9 Vert Outlet 15A RCKMT						\$175.64
	NPP	Installation	Quantity	Unit Price	Factor	=	Total		
			1.00	148.85	1.1800	=	175.64		
			All work as petitioned by client and recommended by Avinext.						
46	01 96 00 00 0029	EA	Middle Atlantic PD-920R 90TLT, 20A, RCKMT PWR, WSRG						\$222.43
	NPP	Installation	Quantity	Unit Price	Factor	=	Total		
			1.00	188.50	1.1800	=	222.43		
			All work as petitioned by client and recommended by Avinext.						
47	01 96 00 00 0030	EA	LWC Neutrik Professional Audio XLR 3-pin female						\$21.24
	NPP	Installation	Quantity	Unit Price	Factor	=	Total		
			6.00	3.00	1.1800	=	21.24		
			All work as petitioned by client and recommended by Avinext.						
48	01 96 00 00 0031	EA	RDL Mic/Line input assembly, white						\$320.87
	NPP	Installation	Quantity	Unit Price	Factor	=	Total		
			6.00	45.32	1.1800	=	320.87		
			All work as petitioned by client and recommended by Avinext.						
49	01 96 00 00 0032	EA	Shure QLXD24/SM58-J50 SM58 Vocal System						\$7,074.34
	NPP	Installation	Quantity	Unit Price	Factor	=	Total		
			6.00	999.20	1.1800	=	7,074.34		
			All work as petitioned by client and recommended by Avinext.						
50	01 96 00 00 0033	EA	Shure UA221 Passive Antenna Splitter/Combiner Kit. Includes Two						\$142.54
			Splitter/Combiners, Four Coaxial Cables, and Attaching Hardware.						
	NPP	Installation	Quantity	Unit Price	Factor	=	Total		
			1.00	120.80	1.1800	=	142.54		
			All work as petitioned by client and recommended by Avinext.						
51	01 96 00 00 0034	EA	Shure UA8100 100'UHF Remote Antenna Extension Cable, BNC RG213/U						\$481.44
			Type						
	NPP	Installation	Quantity	Unit Price	Factor	=	Total		
			2.00	204.00	1.1800	=	481.44		
			All work as petitioned by client and recommended by Avinext.						

Contractor's Price Proposal - Detail Continues..

Work Order Number: 048247.00

Work Order Title: Brazos County - Interior Renovations at the Brazos Center

Sound System

52	01	96	00	00	0035	EA	Shure UA83USTV In-line Antenna Amplifier for Remote-Mounting, 470-698 MHz								\$1,013.86
						NPP	Installation	6.00	x	143.20	x	1.1800	=		1,013.86
							All work as petitioned by client and recommended by Avinext.								
53	01	96	00	00	0036	EA	Shure UA844SWB Wideband UHF Four-Way Active Antenna Splitter and Power Distribution System for SLX and ULX, 120V External Power Supply. Includes Power and Antenna Cables, 470-952 MHz								\$989.31
						NPP	Installation	2.00	x	419.20	x	1.1800	=		989.31
							All work as petitioned by client and recommended by Avinext.								
54	01	96	00	00	0037	EA	Shure UA850 50' UHF Remote Antenna Extension Cable, BNC_BNC, RG8X/U Type								\$388.93
						NPP	Installation	4.00	x	82.40	x	1.1800	=		388.93
							All work as petitioned by client and recommended by Avinext.								
55	01	96	00	00	0038	EA	Yamaha T10 1608-D Digital Stage Box with Dante								\$1,296.82
						NPP	Installation	1.00	x	1,099.00	x	1.1800	=		1,296.82
							All work as petitioned by client and recommended by Avinext.								
56	01	96	00	00	0039	EA	Mounting Hardware								\$652.15
						NPP	Installation	1.00	x	552.67	x	1.1800	=		652.15
							All work as petitioned by client and recommended by Avinext.								
57	01	96	00	00	0040	EA	Lead A/V Designer								\$1,699.20
						NPP	Installation	16.00	x	90.00	x	1.1800	=		1,699.20
							All work as petitioned by client and recommended by Avinext.								
58	01	96	00	00	0041	EA	Lead A/V Technician								\$13,062.60
						NPP	Installation	123.00	x	90.00	x	1.1800	=		13,062.60
							All work as petitioned by client and recommended by Avinext.								
59	01	96	00	00	0042	EA	A/V Technician								\$10,159.80
						NPP	Installation	123.00	x	70.00	x	1.1800	=		10,159.80
							All work as petitioned by client and recommended by Avinext.								
60	01	96	00	00	0043	EA	Project Manager								\$2,548.80
						NPP	Installation	24.00	x	90.00	x	1.1800	=		2,548.80
							All work as petitioned by client and recommended by Avinext.								
61	01	96	00	00	0044	EA	Lead A/V Programmer								\$4,248.00
						NPP	Installation	40.00	x	90.00	x	1.1800	=		4,248.00
							All work as petitioned by client and recommended by Avinext.								
62	01	96	00	00	0045	EA	Training Service								\$212.40
						NPP	Installation	2.00	x	90.00	x	1.1800	=		212.40
							All work as petitioned by client and recommended by Avinext.								

Contractor's Price Proposal - Detail Continues..

Work Order Number: 048247.00

Work Order Title: Brazos County - Interior Renovations at the Brazos Center

Sound System

63	01 96 00 00 0046	Additional charges from Avinext to remove existing and install new sound system based off of quote # 171810 from Avinext						\$6,020.54	
NPP	Installation	Quantity		Unit Price		Factor	Total		
		1.00	x	5,102.15	x	1,1800	6,020.54		
	Additional charges from Avinext								
64	10 01 96 000001000	EA	Apple iPad						\$588.82
NPP	Installation	Quantity		Unit Price		Factor	Total		
		1.00	x	499.00	x	1,1800	588.82		
	All work as petitioned by client and recommended by Avinext.								

Subtotal for Sound System \$113,516.54

Proposal Total \$428,329.80

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: 26.06%



Subcontractor Listing

Date: August 24, 2017

Re: IQC Master Contract #: 520-16 Area D - LMC
Work Order #: 048247.00
Owner PO #: 048247.00
Title: Brazos County - Interior Renovations at the Brazos Center
Contractor: LMC Corporation
Proposal Value: \$428,329.80

Name of Contractor	Duties	Amount	%
No Subcontractors have been selected for this Work Order		\$0.00	0.00


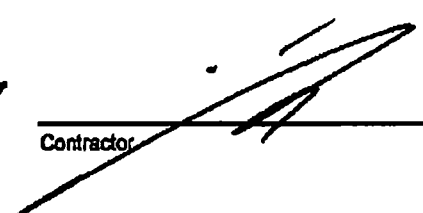
Exhibit "A"



Work Order Signature Document

ezIQc Buy Board Contract No.: 520-16 Area D - LMC	
<input checked="" type="checkbox"/> New Work Order	<input type="checkbox"/> Modify an Existing Work Order
Work Order Number.: 048250.00	Work Order Date: 07/18/2017
Work Order Title: Brazos County - Brazos Center Restroom Renovation	
Owner Name: County of Brazos	Contractor Name: LMC Corporation
Contact: Charles Wendt	Contact: Zring Kareem
Phone: 979-361-4292	Phone: 210-643-9392
Work to be Performed	
Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of ezIQc Buy Board Contract No 520-16 Area D - LMC.	
Brief Work Order Description:	
Brazos Center Restroom Renovation: This project involves demolition , new CMU walls, new plumbing fixtures, restroom accessories and all other work as instructed by the client.	
Time of Performance	Estimated Start Date:
	Estimated Completion Date:
Liquidated Damages	Will apply: <input type="checkbox"/> Will not apply: <input checked="" type="checkbox"/>
Work Order Firm Fixed Price: \$258,552.63	
Owner Purchase Order Number:	

Approvals

 Owner	8/29/17 Date	 Contractor	8/31/17 Date
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Detailed Scope of Work

To: Zring Kareem
LMC Corporation
9191 Winkler Drive, Suite A
Houston, TX 77017-5967
210-643-9392

From: Charles Wendt
County of Brazos
206 West Washington
Brazor, TX 77803
979-361-4292

Date Printed: July 18, 2017

Work Order Number: 048250.00

Work Order Title: Brazos County - Brazos Center Restroom Renovation

Brief Scope: Brazos Center Restroom Renovation: This project involves demolition , new CMU walls, new plumbing fixtures, restroom accessories and all other work as instructed by the client.

☐

Preliminary

☐

Revised

☒

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Scope of Work – Brazos Center Restroom Renovation

Project Summary

This scope of work applies to the Brazos Center in College Station, TX. This project involves demolition , new CMU walls, new plumbing fixtures, restroom accessories and all other work as instructed by the client. All work will be done during regular business hours, in accordance with NESHAP, EPA, OSHA, Federal and State regulation.

Provide labor, material and equipment required :

1. Demo and haul-off all construction debris
2. Layout and construct new CMU walls
3. Install suspended ceiling grid and tile
4. Install new floor and wall ceramic tile with base cove using standard Dal-Tile color (Nonstandard Dal-tile color will require a change order)
5. Install new Restroom accessories
6. Install new plastic laminate toilet partitions using standard color (nonstandard color will require a change order)
7. Install all new plumbing fixtures
8. Install new stainless steel wall plates @ drinking fountains
9. Install new corian countertops with guard plate
10. Install new HVAC grilles @ suspended ceiling system
11. Install (2) new hollow metal frames @ men's restrooms
12. Modify (2) wood doors @ men's restrooms
13. Replace all plumbing pipes in both chase walls with cast iron and copper piping.
14. Install (4) new mirrors.

Clean up and haul off all debris properly and safely.

Detailed Scope of Work Continues..

Work Order Number: 048250.00
Work Order Title: Brazos County - Brazos Center Restroom Renovation

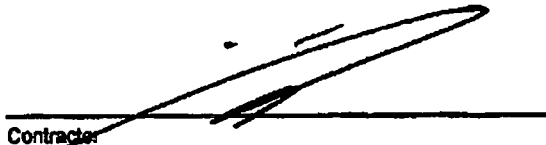
Exclusions:

- Refinishing wood doors
- concealed conditions
- any faulty plumbing not in the scope
- saw-cutting and concrete foundation patching

Reasonable additional, unexpected costs directly related to an existing, concealed condition or other situation that may be revealed during renovation shall be the sole responsibility of the Bryan County. Further, LMC Corporation shall not be held responsible for reasonable delays caused by such condition.

Any extra work or changes to this proposal shall be determined in advance by LMC and the Project Manager or Authorized Agent. Any authorization for extra work shall show the agreed terms and costs, and be approved and signed by both parties. LMC Corporation shall do no extra work without the prior written authorization from the Project Manager or Authorized Agent.

Subject to the terms and conditions of JOC Contract 520-16 Area D - LMC.


Contractor

8/31/17
Date


Owner

8/29/17
Date

Contractor's Price Proposal - Summary

Date: July 18, 2017

Re: IQC Master Contract #: 520-16 Area D - LMC
Work Order #: 048250.00
Owner PO #:
Title: Brazos County - Brazos Center Restroom Renovation
Contractor: LMC Corporation
Proposal Value: \$258,552.63

Cabinetry	\$2,728.16
Carpentry	\$4,270.70
Ceiling	\$8,858.86
Demo	\$15,336.58
Electrical	\$15,218.33
General Conditions	\$1,500.00
HVAC	\$2,783.67
Masonry	\$12,790.73
Plumbing	\$90,788.24
Restroom Accessories	\$16,455.33
Tile	\$55,914.01
Toilet Partitions	\$31,908.02
Proposal Total	\$258,552.63

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: 17.49%

Contractor's Price Proposal - Detail

Date: July 18, 2017

Re: IQC Master Contract #: 520-16 Area D - LMC
 Work Order #: 048250.00
 Owner PO #:
 Title: Brazos County - Brazos Center Restroom Renovation
 Contractor: LMC Corporation
 Proposal Value: \$258,552.63

Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)		

Cabinetry

1	12	36	61	16	0004		SF	1/2" Solid Polyester (Corian) Countertop, Group B Colors	Quantity based on area of counter, backsplash and apron. Includes drilling holes for fixtures and 1-1/2" drop edge with 1/8" radius edges (when apron not used).							\$2,586.56	
								Installation	Quantity	Unit Price		Factor	=		Total		
									64.00	x	29.82	x	1.1800	=	2,252.01		
								Demolition	64.00	x	4.43	x	1.1800	=	334.55		
								To install solid surface countertops @ all restrooms									
2	12	36	61	16	0004	0029	EA	For Each Sink, Range Or Vanity Cutout, Add								\$141.60	
								Installation	Quantity	Unit Price		Factor	=		Total		
									8.00	x	15.00	x	1.1800	=	141.60		

Subtotal for Cabinetry

\$2,728.16

Carpentry

3	01 22 20 00 0006	HR	CarpenterFor tasks not included in the Construction Task Catalog® and as directed by owner only.				\$2,063.58
			Quantity		Unit Price	Factor	Total
		Installation	40.00	x	43.72	x 1.1800	= 2,063.58
		labor to install ceiling, doors, frames, hardware and blocking					
4	05 75 00 00 0017	SF	0.050" Thick (18 Gauge) 304 Brushed Stainless Steel Sheet, Installed On Walls				\$1,438.66
			Quantity		Unit Price	Factor	Total
		Installation	80.00	x	15.24	x 1.1800	= 1,438.66
		Stainless Steel wall covering @ Drinking Fountains					
5	08 12 13 13 0024	EA	3' x >7'-2" Through 9' x 4-3/4" Deep Metal Door Frame, 16 Gauge				\$579.47
			Quantity		Unit Price	Factor	Total
		Installation	2.00	x	201.19	x 1.1800	= 474.81
		Demolition	2.00	x	44.35	x 1.1800	= 104.67
		To Demo existing and install new hollow metal frames @ men's restrooms					
6	08 12 13 13 0024 0075	MOD	For Welded Frames, Add				\$106.20
			Quantity		Unit Price	Factor	Total
		Installation	2.00	x	45.00	x 1.1800	= 106.20
7	08 12 13 13 0024 0081	MOD	For 1-1/2 Hour Rating, Add				\$82.79
			Quantity		Unit Price	Factor	Total
		Installation	2.00	x	35.08	x 1.1800	= 82.79

Subtotal for Carpentry

\$4,270.70

Ceiling

8	09 51 13 00 0003	SF	2' x 2' x 5/8" Fiberglass Acoustical Ceiling Panel					\$3,463.01
			Quantity		Unit Price		Factor	Total
		Installation	2,275.00	x	1.29	x	1.1800 =	3,463.01
		To install acoustical ceiling						

Contractor's Price Proposal - Detail Continues..

Work Order Number: 048250.00

Work Order Title: Brazos County - Brazos Center Restroom Renovation

Ceiling

9	09	51	13	00	0003	0098	MOD	For Individual Room Quantities <495, AddFor use with projects >500 SF							\$322.14			
							Installation	Quantity	2,275.00	x	Unit Price	0.12	x	Factor	1.1800	=	Total	322.14
10	09	53	23	00	0004		SF	2' x 2' Grid, 15/16" T Bar Ceiling Suspension System							\$4,563.65			
							Installation	Quantity	2,275.00	x	Unit Price	1.70	x	Factor	1.1800	=	Total	4,563.65
							To install acoustical ceiling											
11	09	53	23	00	0004	0126	MOD	For Individual Room Quantities <495, AddFor use with projects >500 SF							\$510.06			
							Installation	Quantity	2,275.00	x	Unit Price	0.19	x	Factor	1.1800	=	Total	510.06

Subtotal for Ceiling

\$8,858.86

Demo

12	01	22	20	00	0015	HR	LaborerFor tasks not included in the Construction Task Catalog® and as directed by owner only.											\$1,400.90	
								Quantity			Unit Price			Factor			Total		
						Installation		40.00	x		29.68	x		1.1800	=		1,400.90		
							labor to help carpenter and clean job site daily												
13	01	74	19	00	0017	EA	40 CY Dumpster (5 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.											\$9,684.73	
								Quantity			Unit Price			Factor			Total		
						Installation		15.00	x		547.16	x		1.1800	=		9,684.73		
							To haul off construction debris to local landfill												
14	01	74	19	00	0036	CYM	Hauling On Paved Roads, Miles Over Initial 15 Miles											\$1,569.40	
								Quantity			Unit Price			Factor			Total		
						Installation		3,500.00	x		0.38	x		1.1800	=		1,569.40		
							To haul off construction debris to local landfill												
15	05	42	33	00	0002	LF	5-1/2" - 20 Gauge Steel Joists											\$966.42	
								Quantity			Unit Price			Factor			Total		
						Installation		0.00	x		6.06	x		1.1800	=		0.00		
						Demolition		900.00	x		0.91	x		1.1800	=		966.42		
							To Demo existing Ceiling												
16	09	29	00	00	0006	SF	5/8" Gypsum Board											\$291.46	
								Quantity			Unit Price			Factor			Total		
						Installation		0.00	x		0.88	x		1.1800	=		0.00		
						Demolition		950.00	x		0.26	x		1.1800	=		291.46		
							To Demo existing Ceiling												
17	09	30	13	00	0002	SF	Less Than 8" x 8" Mounted Floor TileIncludes glazed porcelain, unglazed porcelain and glazed ceramic tiles. Tiles mounted from back, side or front in 12" x 12", 12" x 24", or similar sized sheets.											\$1,423.67	
								Quantity			Unit Price			Factor			Total		
						Installation		0.00	x		6.64	x		1.1800	=		0.00		
						Demolition		950.00	x		1.27	x		1.1800	=		1,423.67		
							Demo existing floor tile												

Subtotal for Demo

\$15,336.58

Electrical

Contractor's Price Proposal - Detail Continues..

Work Order Number: 048250.00

Work Order Title: Brazos County - Brazos Center Restroom Renovation

Electrical

18	26	05	33	13	0033	CLF	3/4" Rigid Galvanized Steel (RGS) With 5 #10 THHN/THWN Wire AssemblyIncludes conduit, terminations, straps, wire as indicated. Not for use where detail is available.						\$6,663.55
						Installation	Quantity		Unit Price		Factor	=	Total
							12.00	x	470.59	x	1.1800		6,663.55
						To install conduit and wire							
19	26	05	33	16	0023	EA	Two Toggle Switches, 4" Square Steel Exposed Work Cover						\$34.08
						Installation	Quantity		Unit Price		Factor	=	Total
							4.00	x	5.26	x	1.1800		24.83
						Demolition	4.00	x	1.96	x	1.1800	=	9.25
						To install new light switches							
20	26	24	16	00	0006	EA	100 Amp Rating, 12 - 20 Amp Breakers, 120/240 Volt, 3 Wire, 1 Phase Assembled Panelboard, Main Lugs, 20 Circuit Capacity						\$1,875.96
						Installation	Quantity		Unit Price		Factor	=	Total
							2.00	x	794.90	x	1.1800		1,875.96
						Breakers for Electric water heaters							
21	26	27	26	00	0050	EA	20 Amp, 120 Volt Isolated Ground Receptacles, Duplex						\$203.72
						Installation	Quantity		Unit Price		Factor	=	Total
							8.00	x	21.58	x	1.1800		203.72
						To install new receptacles							
22	26	27	26	00	0070	EA	20 Amp, 120 Volt, Ground Fault Circuit Interrupter (GFCI), Weatherproof Duplex Receptacle						\$236.66
						Installation	Quantity		Unit Price		Factor	=	Total
							8.00	x	25.07	x	1.1800		236.66
						To install new receptacles							
23	26	51	13	00	0307	EA	2,400 Lumens, 2' x 4', Volumetric, Lay-In/Troffer LED Fixture (Lithonia 2VTL4)						\$6,204.36
						Installation	Quantity		Unit Price		Factor	=	Total
							17.00	x	292.63	x	1.1800		5,870.16
						Demolition	17.00	x	16.66	x	1.1800	=	334.20
						To demo and install new ceiling diffusers							

Subtotal for Electrical \$15,218.33

General Conditions

24	01	22	16	00	0002	EA	Reimbursable Fees	Reimbursable Fees will be paid to the contractor for eligible costs. The base cost of the Reimbursable Fee is \$1.00. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee (e.g. quantity of 125 = \$125.00 Reimbursable Fee). If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warrantee, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.					\$1,500.00
							Quantity	Unit Price	Factor	Total			
Installation							1,500.00	x	1.00	x	1.0000	=	1,500.00
city or county building permits													

Subtotal for General Conditions \$1,500.00

HVAC

25	23	05	29	00	1088	EA	8" Standard Duty Clevis Pipe Hanger AssemblyIncludes hanger, rod, nuts, washers and clamp.					\$696.67
							Quantity	Unit Price		Factor		Total
Installation							8.00	73.80	x	1.1800	=	696.67
To support flex duct to new location												

Contractor's Price Proposal - Detail Continues..**Work Order Number:** 048250.00**Work Order Title:** Brazos County - Brazos Center Restroom Renovation**HVAC**

26	23	33	46	00	0008	LF	12" Diameter Flexible Duct, R4.2 Insulated With Polyester Inner Liner And Metallized Outer Jacket									\$891.14
							Quantity		Unit Price		Factor	=	Total			
						Installation	80.00	x	9.44	x	1.1800	=	891.14			
							To extend flex duct to new location									
27	23	37	13	00	0035	EA	16" x 18" Ceiling Diffuser, Louver Face, Adjustable Pattern, Surface Mounted, Aluminum Construction With Damper									\$1,195.86
							Quantity		Unit Price		Factor	=	Total			
						Installation	8.00	x	109.73	x	1.1800	=	1,035.85			
						Demolition	12.00	x	11.30	x	1.1800	=	160.01			
							To demo and install new ceiling diffusers									

Subtotal for HVAC**\$2,783.67****Masonry**

28	01	22	20	00	0032	HR	Stone MasonFor tasks not included in the Construction Task Catalog® and as directed by owner only.									\$2,199.05
							Quantity		Unit Price		Factor	=	Total			
						Installation	40.00	x	46.59	x	1.1800	=	2,199.05			
							Labor to patch existing CMU walls @ new Toilet carriers in Womens restroom									
29	04	22	23	13	0023	SF	8" x 16" x 8", Lightweight, Regular, Partition Concrete Block									\$10,591.68
							Quantity		Unit Price		Factor	=	Total			
						Installation	1,200.00	x	7.48	x	1.1800	=	10,591.68			
							To install CMU walls									

Subtotal for Masonry**\$12,790.73****Plumbing**

30	22	11	16	00	0825	LF	3/4" Inside Diameter Copper Pipe/Tubing Type L AssemblyIncludes all hangers and couplings, elbow, tee, reducer fittings. All hangers are complete assemblies. Not for use where detail is available.									\$3,088.06
							Quantity		Unit Price		Factor	=	Total			
						Installation	200.00	x	12.23	x	1.1800	=	2,886.28			
						Demolition	100.00	x	1.71	x	1.1800	=	201.78			
							To demo and install new water piping									
31	22	11	16	00	0829	LF	2" Inside Diameter Copper Pipe/Tubing Type L AssemblyIncludes all hangers and couplings, elbow, tee, reducer fittings. All hangers are complete assemblies. Not for use where detail is available.									\$6,939.58
							Quantity		Unit Price		Factor	=	Total			
						Installation	200.00	x	27.72	x	1.1800	=	6,541.92			
						Demolition	100.00	x	3.37	x	1.1800	=	397.66			
							To demo and install new water piping									
32	22	11	19	00	0193	EA	8" Thick Wall, Cast Bronze, Non Freeze, Nikaloy Face, Integral Vacuum Breaker Wall Hydrant									\$1,330.62
							Quantity		Unit Price		Factor	=	Total			
						Installation	4.00	x	281.91	x	1.1800	=	1,330.62			
							To install new water piping									
33	22	13	13	00	0004	EA	Wall Mounted Water Closet, Single Fixture Rough-In, Cast Iron Waste And Vent PipeIncludes cast iron waste and vent pipe and copper domestic supply. Excludes fixture, carrier and flush valve.									\$15,111.41
							Quantity		Unit Price		Factor	=	Total			
						Installation	18.00	x	711.46	x	1.1800	=	15,111.41			
							To install new sewer and drain pipes									

Contractor's Price Proposal - Detail Continues..

Work Order Number: 048250.00

Work Order Title: Brazos County - Brazos Center Restroom Renovation

Plumbing

34	22	13	13	00	0006	EA	Wall Mounted Urinal, Single Fixture Rough-In, Cast Iron Waste And Vent PipeIncludes cast iron waste and vent pipe and copper domestic supply. Excludes fixture, carrier and flush valve.										\$2,142.90
							Quantity	Unit Price		Factor	=	Total					
						Installation	6.00	x	302.67	x	1.1800	=	2,142.90				
							To install new sewer and drain pipes										
35	22	13	16	00	0023	LF	4" Bell And Spigot Cast Iron Pipe										\$9,827.04
							Quantity	Unit Price		Factor	=	Total					
						Installation	300.00	x	22.48	x	1.1800	=	7,957.92				
						Demolition	300.00	x	5.28	x	1.1800	=	1,869.12				
							To demo and install new sewer and drain pipes										
36	22	13	16	00	0271	LF	2" No Hub Cast Iron Pipe										\$1,231.92
							Quantity	Unit Price		Factor	=	Total					
						Installation	100.00	x	7.65	x	1.1800	=	902.70				
						Demolition	100.00	x	2.79	x	1.1800	=	329.22				
							To demo and install new sewer and drain pipes										
37	22	13	16	00	0302	EA	4" No Hub Cast Iron 1/4 Bend										\$1,698.02
							Quantity	Unit Price		Factor	=	Total					
						Installation	25.00	x	38.80	x	1.1800	=	1,144.60				
						Demolition	25.00	x	18.76	x	1.1800	=	553.42				
							To demo and install new sewer and drain pipes										
38	22	13	16	00	0378	EA	4" No Hub Cast Iron Sanitary Tee										\$6,208.57
							Quantity	Unit Price		Factor	=	Total					
						Installation	50.00	x	68.84	x	1.1800	=	4,061.56				
						Demolition	50.00	x	36.39	x	1.1800	=	2,147.01				
							To demo and install new sewer and drain pipes										
39	22	13	16	00	0401	EA	4" No Hub Cast Iron Cleanout Tee										\$917.43
							Quantity	Unit Price		Factor	=	Total					
						Installation	12.00	x	46.03	x	1.1800	=	651.78				
						Demolition	12.00	x	18.76	x	1.1800	=	265.64				
							To demo and install new sewer and drain pipes										
40	22	13	16	00	0423	EA	4" x 2" No Hub Cast Iron Reducer										\$2,159.16
							Quantity	Unit Price		Factor	=	Total					
						Installation	20.00	x	57.24	x	1.1800	=	1,350.86				
						Demolition	20.00	x	34.25	x	1.1800	=	808.30				
							To demo and install new sewer and drain pipes										
41	22	13	16	00	0470	EA	4" No Hub Coupling										\$168.74
							Quantity	Unit Price		Factor	=	Total					
						Installation	20.00	x	7.15	x	1.1800	=	168.74				
							To demo and install new sewer and drain pipes										
42	22	13	16	00	0470 0012		For Heavy Duty (Fernco HD-4000), Add										\$45.55
							Quantity	Unit Price		Factor	=	Total					
						Installation	20.00	x	1.93	x	1.1800	=	45.55				
43	22	13	16	00	0492	EA	Cut And Prepare 4" Cast Iron Pipe, No Hub										\$33.56
							Quantity	Unit Price		Factor	=	Total					
						Installation	4.00	x	7.11	x	1.1800	=	33.56				
							To demo and install new sewer and drain pipes										
44	22	13	16	00	0492 0014		For Work In Restricted Working Space, Add										\$10.05
							Quantity	Unit Price		Factor	=	Total					
						Installation	4.00	x	2.13	x	1.1800	=	10.05				

Contractor's Price Proposal - Detail Continues..

Work Order Number: 048250.00

Work Order Title: Brazos County - Brazos Center Restroom Renovation

Plumbing

45	22	13	16	00	0507	LF	2" Schedule 40 Polyvinyl Chloride (PVC) DWV Pipe AssemblyIncludes all fittings, couplings and hangers. Fittings are assumed every 10'. Not for use where detail is available.						\$257.24
							Quantity		Unit Price		Factor		Total
						Installation	0.00	x	10.66	x	1.1800	=	0.00
						Demolition	100.00	x	2.18	x	1.1800	=	257.24
							To demo sewer and drain pipes						
46	22	33	30	16	0006	EA	66 Gallon, Electric Domestic Water Heater						\$2,337.65
							Quantity		Unit Price		Factor		Total
						Installation	2.00	x	990.53	x	1.1800	=	2,337.65
							60 gallon electric water heater						
47	22	42	13	00	0017	EA	Flush Valve Type, Siphon Jet, Wall Mounted, Wall Outlet, Handicap Accessible, Elongated Vitreous China Water Closet (Toto® CT708E Or CT708EV)						\$11,399.72
							Quantity		Unit Price		Factor		Total
						Installation	18.00	x	480.86	x	1.1800	=	10,213.47
						Demolition	18.00	x	55.85	x	1.1800	=	1,186.25
							To demo and install new plumbing fixtures						
48	22	42	13	00	0104	EA	Waterfree, Wall Hung, Vitreous China Urinal (American Standard Medium FloWise® Flush-Free)						\$3,385.66
							Quantity		Unit Price		Factor		Total
						Installation	6.00	x	445.47	x	1.1800	=	3,153.93
						Demolition	6.00	x	32.73	x	1.1800	=	231.73
							To demo and install new plumbing fixtures						
49	22	42	13	00	0132	EA	Vertical Adjustable On Stack, No-Hub, Single Water Closet Carrier						\$13,628.65
							Quantity		Unit Price		Factor		Total
						Installation	18.00	x	618.61	x	1.1800	=	13,139.28
						Demolition	18.00	x	23.04	x	1.1800	=	489.37
							To demo and install new plumbing fixtures						
50	22	42	13	00	0132 0341	EA	For Carrier For Wide Chase Installations, Add						\$3,577.88
							Quantity		Unit Price		Factor		Total
						Installation	18.00	x	168.45	x	1.1800	=	3,577.88
51	22	42	13	00	0152	EA	Wall Mounted Hanger Plate Type, Single Urinal Carrier						\$921.32
							Quantity		Unit Price		Factor		Total
						Installation	6.00	x	113.54	x	1.1800	=	803.86
						Demolition	6.00	x	16.59	x	1.1800	=	117.46
							To demo and install new plumbing fixtures						
52	22	42	16	00	0014	EA	21" x 18" Vitreous China Countertop Lavatory (American Standard Cadet™ Oval)						\$3,085.09
							Quantity		Unit Price		Factor		Total
						Installation	8.00	x	291.46	x	1.1800	=	2,751.38
						Demolition	8.00	x	35.35	x	1.1800	=	333.70
							To demo and install new plumbing fixtures						
53	22	42	16	00	0101	EA	36" x 24" x 10" Plastic Composite Mop Service Sink With Combination Dome Strainer And Stainless Steel Lint Basket (Fiat Products MSB3624)						\$1,282.42
							Quantity		Unit Price		Factor		Total
						Installation	2.00	x	464.86	x	1.1800	=	1,097.07
						Demolition	2.00	x	78.54	x	1.1800	=	185.35
							To demo and install new plumbing fixtures						

Subtotal for Plumbing

\$90,788.24

Restroom Accessories

Contractor's Price Proposal - Detail Continues..

Work Order Number: 048250.00

Work Order Title: Brazos County - Brazos Center Restroom Renovation

Restroom Accessories

54	10	28	13	13	0021	EA	Surface Mounted, Translucent Cover, Acrylonitrile Butadiene Styrene (ABS) Plastic Roll Paper Towel Dispenser (Bobrick B-72860)								\$1,068.70
							Quantity		Unit Price		Factor			Total	
						Installation	8.00	x	103.24	x	1.1800	=	974.59		
						Demolition	8.00	x	9.97	x	1.1800	=	94.12		
						Toilet Accessories									
55	10	28	13	13	0028	EA	Two Jumbo Roll, Surface Mounted, Acrylonitrile Butadiene Styrene (ABS) Plastic Toilet Tissue Dispenser (Georgia Pacific 58250)								\$1,770.14
							Quantity		Unit Price		Factor			Total	
						Installation	18.00	x	73.37	x	1.1800	=	1,558.38		
						Demolition	18.00	x	9.97	x	1.1800	=	211.76		
						Toilet Accessories									
56	10	28	13	13	0058	EA	40 Fluid Ounce, Surface Mounted, Translucent Plastic Soap Dispenser (Bobrick Classic B-42)								\$263.23
							Quantity		Unit Price		Factor			Total	
						Installation	4.00	x	45.80	x	1.1800	=	216.18		
						Demolition	4.00	x	9.97	x	1.1800	=	47.06		
						Toilet Accessories									
57	10	28	13	13	0080	EA	Recessed Mounted, Stainless Steel Sanitary Napkin/Tampon Vendor (Bobrick Classic B-352 25)								\$4,776.17
							Quantity		Unit Price		Factor			Total	
						Installation	12.00	x	327.33	x	1.1800	=	4,634.99		
						Demolition	12.00	x	9.97	x	1.1800	=	141.18		
						Toilet Accessories									
58	10	28	13	13	0095	EA	12 Gallon, 4" Wall Recess, Stainless Steel Waste Receptacle (Bobrick Contura B-43644)								\$1,852.18
							Quantity		Unit Price		Factor			Total	
						Installation	4.00	x	370.25	x	1.1800	=	1,747.58		
						Demolition	4.00	x	22.16	x	1.1800	=	104.60		
						Toilet Accessories									
59	10	28	13	13	0128	EA	36" Length, 1-1/4" Diameter, Stainless Steel Grab Bar (Bobrick B-5806x36)								\$346.68
							Quantity		Unit Price		Factor			Total	
						Installation	4.00	x	64.59	x	1.1800	=	304.86		
						Demolition	4.00	x	8.86	x	1.1800	=	41.82		
						Toilet Accessories									
60	10	28	13	13	0129	EA	42" Length, 1-1/4" Diameter, Stainless Steel Grab Bar (Bobrick B-5806x42)								\$357.73
							Quantity		Unit Price		Factor			Total	
						Installation	4.00	x	66.93	x	1.1800	=	315.91		
						Demolition	4.00	x	8.86	x	1.1800	=	41.82		
						Toilet Accessories									
61	10	28	13	13	0167	EA	Horizontal, Wall-Mounted, Polyethylene Baby Changing Station (Gamco BCS-1)								\$1,392.26
							Quantity		Unit Price		Factor			Total	
						Installation	4.00	x	281.67	x	1.1800	=	1,329.48		
						Demolition	4.00	x	13.30	x	1.1800	=	62.78		
						Toilet Accessories									
62	10	28	13	13	0209	EA	Surface Mounted, Automatic Sensor, Cast-Iron Cover Hand Dryer (Excel Xlerator XL-GR)								\$2,926.59
							Quantity		Unit Price		Factor			Total	
						Installation	4.00	x	610.23	x	1.1800	=	2,880.29		
						Demolition	4.00	x	9.81	x	1.1800	=	46.30		
						Toilet Accessories									

Contractor's Price Proposal - Detail Continues..

Work Order Number: 048250.00

Work Order Title: Brazos County - Brazos Center Restroom Renovation

Restroom Accessories

63	10	28	13	13	0342	EA	23-1/2" x 35-1/2", Frameless Stainless Steel Mirror (Bobrick B-1556 2436)								\$1,701.65
							Quantity	Unit Price	Factor	=	Total				
							8.00	169.18	x	1.1800	=	1,597.06			
							8.00	11.08	x	1.1800	=	104.60			
Toilet Accessories															

Subtotal for Restroom Accessories

\$16,455.33

Tile

64	09	00	00	03	1525	SF	Epoxy Grout for floor and wall tile								\$13,319.25
							Quantity	Unit Price	Factor	=	Total				
							3,225.00	3.50	x	1.1800	=	13,319.25			
Epoxy grout for floor and wall tile															
65	09	30	13	00	0003	SF	8" x 8" And Larger Unmounted Floor Tile Includes glazed porcelain, unglazed porcelain and glazed ceramic tiles.								\$8,138.46
							Quantity	Unit Price	Factor	=	Total				
							950.00	7.26	x	1.1800	=	8,138.46			
install new floor tile															
66	09	30	13	00	0005	SF	Less than 8" x 8" Mounted Wall Tile Includes glazed porcelain, unglazed porcelain and glazed ceramic tiles. Tiles mounted from back, side or front in 12" x 12", 12" x 24", or similar sized sheets.								\$23,355.15
							Quantity	Unit Price	Factor	=	Total				
							2,275.00	7.17	x	1.1800	=	19,247.87			
							2,275.00	1.53	x	1.1800	=	4,107.29			
to demo and install new wall tile															
67	09	30	13	00	0005	0067	SF	For Epoxy Grout, Add							\$1,986.53
							Quantity	Unit Price	Factor	=	Total				
							2,275.00	0.74	x	1.1800	=	1,986.53			
68	09	30	13	00	0010	LF	4-1/4" To 4-1/2" High Glazed Porcelain, Unglazed Porcelain And Glazed Ceramic Cove Base Or Trim								\$6,032.16
							Quantity	Unit Price	Factor	=	Total				
							600.00	8.52	x	1.1800	=	6,032.16			
To install new base cove and accent tile @ all tile walls															
69	09	31	00	00	0001	SF	Thin Set - Latex Portland Cement Mortar								\$3,082.46
							Quantity	Unit Price	Factor	=	Total				
							3,225.00	0.81	x	1.1800	=	3,082.46			
To install thin set for floor and wall tile															

Subtotal for Tile

\$55,914.01

Toilet Partitions

70	10	21	13	19	0144	EA	36" x 60" Overhead Braced, Solid Phenolic, One Compartment Corner Unit.								\$23,621.78
Complete Toilet Partition															
							Quantity	Unit Price	Factor	=	Total				
							14.00	1,369.06	x	1.1800	=	22,616.87			
							14.00	60.83	x	1.1800	=	1,004.91			
To demo and install new toilet partitions															
71	10	21	13	19	0145	EA	60" x 60" Overhead Braced, Solid Phenolic, One Compartment Corner Unit.								\$8,286.24
Complete Toilet Partition															
							Quantity	Unit Price	Factor	=	Total				
							4.00	1,690.92	x	1.1800	=	7,981.14			
							4.00	64.64	x	1.1800	=	305.10			
To demo and install new toilet partitions															

Contractor's Price Proposal - Detail Continues..

Work Order Number: 048250.00

Work Order Title: Brazos County - Brazos Center Restroom Renovation

Subtotal for Toilet Partitions	\$31,908.02
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Proposal Total	\$258,552.63
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This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: 17.49%



Subcontractor Listing

Date: July 18, 2017

Re: IQC Master Contract #: 520-16 Area D - LMC
Work Order #: 048250.00
Owner PO #:
Title: Brazos County - Brazos Center Restroom Renovation
Contractor: LMC Corporation
Proposal Value: \$258,552.63

Name of Contractor	Duties	Amount	%
No Subcontractors have been selected for this Work Order		\$0.00	0.00

Exhibit A



Work Order Signature Document

ezIQc Buy Board Contract No.: 520-16 Area D - LMC	
<input checked="" type="checkbox"/> New Work Order	<input type="checkbox"/> Modify an Existing Work Order
Work Order Number.: 048244.00	Work Order Date: 05/04/2017
Work Order Title: Brazos County - Awning over front entrance of Tax Office	
Owner Name: County of Brazos	Contractor Name: LMC Corporation
Contact: Charles Wendt	Contact: Zring Kareem
Phone: 979-381-4282	Phone: 210-643-9392
Work to be Performed	
Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of ezIQc Buy Board Contract No 520-16 Area D - LMC.	
Brief Work Order Description: Install awnings over front entrance of the Tax Office.	
Time of Performance Estimated Start Date: Estimated Completion Date:	
Liquidated Damages	Will apply: <input type="checkbox"/> Will not apply: <input checked="" type="checkbox"/>
Work Order Firm Fixed Price: \$55,708.87	
Owner Purchase Order Number:	

Approvals

	
Owner	Contractor
8/29/17	8/31/17
Date	Date



Detailed Scope of Work

To: Zring Kareem
LMC Corporation
9191 Winkler Drive, Suite A
Houston, TX 77017-5967
210-643-9392

From: Charles Wendt
County of Brazos
206 West Washington
Brazor, TX 77803
979-361-4292

Date Printed: May 04, 2017

Work Order Number: 048244.00

Work Order Title: Brazos County - Awning over front entrance of Tax Office

Brief Scope: Install awnings over front entrance of the City Tax Office.

☐

Preliminary

☐

Revised

☒

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Scope of Work – Brazos County Tax Office Awnings.

Project Summary

This scope of work applies to the Brazos County Tax Office Awnings in Bryan, TX. This project involves providing and installing three awnings as petitioned by client. Proposal is based on issued plans & specs. All work will be done during regular business hours, in accordance with NESHAP, EPA, OSHA, Federal and State regulation.

Provide labor, material and equipment required to:

1. Option 1 - Steel Canopy:

1. Furnishing three Steel awnings as described and petitioned by client.
 - Roof- Galvalume R Panel
 - Fascia Trim (8') silver metallic to finish on costumers other building.
 - Includes gutter. and downspouts.
2. Concrete footings and associated concrete work.
3. Perform work necessary to install awnings.

Option 2 - Aluminum Canopy:

1. Furnishing three aluminum awnings on the dimensions described and petitioned by client.
 - o Roof- 2 ¾ X 6" extruded aluminum
 - o Columns- 4x 4 Aluminum tube.
 - o Clear anodize finish to match existing canopies.
2. Concrete footings and associated concrete work.
3. Perform work necessary to install awnings.

Clean up and haul off all debris properly and safely.

Reasonable additional, unexpected costs directly related to an existing, concealed condition or other situation that may be revealed during renovation shall be the sole responsibility of Brazos County Tax Office. Further, LMC Corporation shall not be held responsible for reasonable delays caused by such condition.

Any extra work or changes to this proposal shall be determined in advance by LMC and the Project Manager or

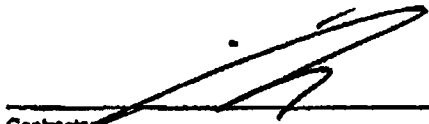
Detailed Scope of Work Continues..

Work Order Number: 048244.00

Work Order Title: Brazos County - Awning over front entrance of Tax Office

Authorized Agent. Any authorization for extra work shall show the agreed terms and costs, and be approved and signed by both parties. LMC Corporation shall do no extra work without the prior written authorization from the Project Manager or Authorized Agent.

Subject to the terms and conditions of JOC Contract 520-18 Area D - LMC.



Contractor

8/31/17

Date



Owner

8/29/17

Date

Contractor's Price Proposal - Summary

Date: May 04, 2017

Re: IQC Master Contract #: 520-16 Area D - LMC
Work Order #: 048244.00
Owner PO #:
Title: Brazos County - Awning over front entrance of Tax Office
Contractor: LMC Corporation
Proposal Value: \$55,708.97

Aluminum Canopies	\$31,789.65
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Steel Canopies	\$23,919.32
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Proposal Total	\$55,708.97
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This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Contractor's Price Proposal - Detail

Date: May 04, 2017

Re: IQC Master Contract #: 520-16 Area D - LMC
 Work Order #: 048244.00
 Owner PO #:
 Title: Brazos County - Awning over front entrance of Tax Office
 Contractor: LMC Corporation
 Proposal Value: \$55,708.97

Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)		
Aluminum Canopies					
1	01 22 23 00 0252		DAY	700 LB Capacity, 36" Wide, Skid-Steer Loader (Bobcat) With Full-Time Operator	\$1,927.49
			Installation	Quantity 3.00 x Unit Price 544.49 x Factor 1.1800 = Total 1,927.49	
				Bobcat. Equipment necessary to perform several tasks. Concrete work.	
2	01 22 23 00 0261		DAY	2,500 LB Capacity, 78" Wide, Tracked Skid-Steer Loader (Bobcat) With Full-Time Operator	\$2,362.88
			Installation	Quantity 3.00 x Unit Price 667.48 x Factor 1.1800 = Total 2,362.88	
				Equipment needed to perform Concrete work	
3	01 22 23 00 0273		DAY	Backhoe Attachment For Skid-Steer Loaders	\$273.93
			Installation	Quantity 3.00 x Unit Price 77.38 x Factor 1.1800 = Total 273.93	
				Equipment necessary to perform several tasks. Concrete work.	
4	01 22 23 00 0279		DAY	9", 12", Or 16" Auger Attachment For Skid-Steer Loaders	\$181.64
			Installation	Quantity 3.00 x Unit Price 51.31 x Factor 1.1800 = Total 181.64	
				Auger attachment to perform Concrete work	
5	01 71 13 00 0002		EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Rollback Flatbed TruckIncludes delivery of equipment, off loading on site, rigging, dismantling, loading and transporting away. For equipment such as trenchers, skid-steer loaders (bobcats), industrial warehouse forklifts, sweepers, scissor platform lifts, telescoping and articulating boom manlifts with up to 40' boom lengths, etc.	\$1,416.00
			Installation	Quantity 8.00 x Unit Price 150.00 x Factor 1.1800 = Total 1,416.00	
				Pick up and delivery of equipment	
6	01 74 19 00 0015		EA	20 CY Dumpster (3 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.	\$494.42
			Installation	Quantity 1.00 x Unit Price 419.00 x Factor 1.1800 = Total 494.42	
				Equipment needed to perform Concrete work	
7	02 41 13 13 0031		SY	>3" To 6" By Machine, Break-up And Remove Rod Reinforced Concrete Paving	\$1,018.81
			Installation	Quantity 60.00 x Unit Price 14.39 x Factor 1.1800 = Total 1,018.81	
				Break up and remove concrete sidewalk where needed.	
8	02 41 19 13 0063		EA	Saw Cut Minimum ChargeFor projects where the total saw cutting charge is less than the minimum charge, use this task exclusively. This task should not be used in conjunction with any other tasks in this section.	\$564.64
			Installation	Quantity 1.00 x Unit Price 478.51 x Factor 1.1800 = Total 564.64	
				Saw Cutting existing concrete	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 048244.00

Work Order Title: Brazos County - Awning over front entrance of Tax Office

Aluminum Canopies

9	03 31 13 00 0022	CY	Direct Chute, Place 3,000 PSI Concrete Spread Footings						\$2,013.55
			Installation	Quantity		Unit Price		Factor	Total
				16.00	x	106.65	x	1.1800	2,013.55
			Pour Concrete.						
10	07 41 13 00 0051	LF	Eave Flashing For Aluminum Standing Seam Concealed Fastener Roofing						\$1,067.84
			Installation	Quantity		Unit Price		Factor	Total
				45.00	x	20.11	x	1.1800	1,067.84
			Flashing						
11	07 41 13 00 0053	LF	Hip Flashing For Aluminum Standing Seam Concealed Fastener Roofing						\$1,615.83
			Installation	Quantity		Unit Price		Factor	Total
				45.00	x	30.43	x	1.1800	1,615.83
			Flashing						
12	13 34 19 00 0169	SF	>50 SF, Prefinished Aluminum, Free Standing CanopyIncludes finished underside and edges.						\$6,290.58
			Installation	Quantity		Unit Price		Factor	Total
				150.00	x	35.54	x	1.1800	6,290.58
			Aluminum Canopy as petitioned by client						
13	13 34 19 00 0169	SF	>50 SF, Prefinished Aluminum, Free Standing CanopyIncludes finished underside and edges.						\$3,774.35
			Installation	Quantity		Unit Price		Factor	Total
				90.00	x	35.54	x	1.1800	3,774.35
			Aluminum Canopy as petitioned by client						
14	13 34 19 00 0169	SF	>50 SF, Prefinished Aluminum, Free Standing CanopyIncludes finished underside and edges.						\$6,290.58
			Installation	Quantity		Unit Price		Factor	Total
				150.00	x	35.54	x	1.1800	6,290.58
			Aluminum Canopy as petitioned by client						
15	31 23 16 13 0017	CY	Load Excess Material by Hand for Removal from Excavation for Trenching						\$622.66
			Installation	Quantity		Unit Price		Factor	Total
				16.00	x	32.98	x	1.1800	622.66
16	31 23 16 36 0010	CY	Excavation For Building Foundations And Other Structures By Hand in Loose Rock						\$1,456.78
			Installation	Quantity		Unit Price		Factor	Total
				16.00	x	77.16	x	1.1800	1,456.78
			Excavate as necessary to install foundations.						
17	31 23 16 36 0019	CY	Backfilling Around Building Foundations And Other Structures By Hand						\$151.65
			Installation	Quantity		Unit Price		Factor	Total
				6.00	x	21.42	x	1.1800	151.65
			Backfilling as needed						
18	31 23 16 36 0022	CY	Compaction Of Fill Or Subbase For Building Foundations and Other Structures by Hand						\$266.02
			Installation	Quantity		Unit Price		Factor	Total
				16.00	x	14.09	x	1.1800	266.02
			Compact soil as needed to pour concrete						

Subtotal for Aluminum Canopies

\$31,789.65

Steel Canopies

Contractor's Price Proposal - Detail Continues..

Work Order Number: 048244.00

Work Order Title: Brazos County - Awning over front entrance of Tax Office

Steel Canopies

19	01	22	23	00	0252	DAY	700 LB Capacity, 36" Wide, Skid-Steer Loader (Bobcat) With Full-Time Operator						\$1,285.00
							Quantity	Unit Price	Factor			Total	
						Installation	2.00	544.49	1.1800	x	=	1,285.00	
							Bobcat. Equipment necessary to perform several tasks.						
20	01	22	23	00	0261	DAY	2,500 LB Capacity, 78" Wide, Tracked Skid-Steer Loader (Bobcat) With Full-Time Operator						\$2,362.88
							Quantity	Unit Price	Factor			Total	
						Installation	3.00	667.48	1.1800	x	=	2,362.88	
							Equipment needed to perform Concrete work						
21	01	22	23	00	0273	DAY	Backhoe Attachment For Skid-Steer Loaders						\$273.93
							Quantity	Unit Price	Factor			Total	
						Installation	3.00	77.38	1.1800	x	=	273.93	
							Equipment necessary to perform several tasks. Concrete work.						
22	01	22	23	00	0279	DAY	9", 12", Or 16" Auger Attachment For Skid-Steer Loaders						\$181.64
							Quantity	Unit Price	Factor			Total	
						Installation	3.00	51.31	1.1800	x	=	181.64	
							Auger attachment to perform Concrete work						
23	01	71	13	00	0002	EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Rollback Flatbed TruckIncludes delivery of equipment, off loading on site, rigging, dismantling, loading and transporting away. For equipment such as trenchers, skid-steer loaders (bobcats), industrial warehouse forklifts, sweepers, scissor platform lifts, telescoping and articulating boom manlifts with up to 40' boom lengths, etc.						\$1,416.00
							Quantity	Unit Price	Factor			Total	
						Installation	8.00	150.00	1.1800	x	=	1,416.00	
							Pick up and delivery of equipment						
24	01	74	19	00	0015	EA	20 CY Dumpster (3 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.						\$494.42
							Quantity	Unit Price	Factor			Total	
						Installation	1.00	419.00	1.1800	x	=	494.42	
							Equipment needed to perform Concrete work						
25	02	41	13	13	0031	SY	>3" To 6" By Machine, Break-up And Remove Rod Reinforced Concrete Paving						\$1,018.81
							Quantity	Unit Price	Factor			Total	
						Installation	60.00	14.39	1.1800	x	=	1,018.81	
							Break up and remove concrete sidewalk where needed.						
26	02	41	19	13	0063	EA	Saw Cut Minimum ChargeFor projects where the total saw cutting charge is less than the minimum charge, use this task exclusively. This task should not be used in conjunction with any other tasks in this section.						\$1,693.93
							Quantity	Unit Price	Factor			Total	
						Installation	3.00	478.51	1.1800	x	=	1,693.93	
							Saw Cutting existing concrete. Concrete work						
27	03	31	13	00	0022	CY	Direct Chute, Place 3,000 PSI Concrete Spread Footings						\$2,013.55
							Quantity	Unit Price	Factor			Total	
						Installation	16.00	106.65	1.1800	x	=	2,013.55	
							Pour Concrete.						
28	05	12	23	00	0004	TON	>30-65 LB/LF Beams, Girders And Columns						\$5,507.66
							Quantity	Unit Price	Factor			Total	
						Installation	1.25	3,734.01	1.1800	x	=	5,507.66	
							Structural components of steel canopy						

Contractor's Price Proposal - Detail Continues..

Work Order Number: 048244.00

Work Order Title: Brazos County - Awning over front entrance of Tax Office

Steel Canopies

29	05	31	00	00	0031	SF	7-1/2" Deep, 16 Gauge Open Ribbed Galvanized Steel Deck											\$4,918.24
							Installation	Quantity	Unit Price	Factor	=	Total						
								400.00	10.42	x			4,918.24					
							R panels for steel canopies											
30	07	71	23	00	0151	LF	6", 24 Gauge, Box Style Galvanized Steel Gutter											\$541.09
							Installation	Quantity	Unit Price	Factor	=	Total						
								45.00	10.19	x			541.09					
							Gutters for steel canopy											
31	07	71	23	00	0197	LF	5" x 5", 26 Gauge, Square Galvanized Steel Downspout											\$337.72
							Installation	Quantity	Unit Price	Factor	=	Total						
								60.00	4.77	x			337.72					
							Downspouts for steel canopy											
32	31	23	16	36	0010	CY	Excavation For Building Foundations And Other Structures By Hand in Loose Rock											\$1,456.78
							Installation	Quantity	Unit Price	Factor	=	Total						
								16.00	77.16	x			1,456.78					
							Excavate as necessary to install foundations.											
33	31	23	16	36	0019	CY	Backfilling Around Building Foundations And Other Structures By Hand											\$151.65
							Installation	Quantity	Unit Price	Factor	=	Total						
								6.00	21.42	x			151.65					
							Backfilling as needed											
34	31	23	16	36	0022	CY	Compaction Of Fill Or Subbase For Building Foundations and Other Structures by Hand											\$266.02
							Installation	Quantity	Unit Price	Factor	=	Total						
								16.00	14.09	x			266.02					
							Compact soil as needed to pour concrete											

Subtotal for Steel Canopies

\$23,919.32

Proposal Total

\$55,708.97

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %



Subcontractor Listing

Date: May 04, 2017

Re: IQC Master Contract #: 520-16 Area D - LMC
Work Order #: 048244.00
Owner PO #:
Title: Brazos County - Awning over front entrance of Tax Office
Contractor: LMC Corporation
Proposal Value: \$55,708.97

Name of Contractor	Duties	Amount	%
No Subcontractors have been selected for this Work Order		\$0.00	0.00


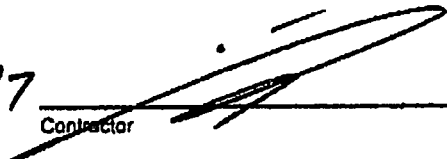
Exhibit 'A'



Work Order Signature Document

eziQC Buy Board Contract No.: 520-16 Area D - LMC	
<input type="checkbox"/> New Work Order	<input checked="" type="checkbox"/> Modify an Existing Work Order
Work Order Number.: 048244.01	Work Order Date: 05/17/2017
Work Order Title: Brazos County - Arena Hall Awning	
Owner Name: County of Brazos	Contractor Name: LMC Corporation
Contact: Charles Wendt	Contact: Zring Kareem
Phone: 879-361-4292	Phone: 210-643-9392
Work to be Performed	
Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of eziQC Buy Board Contract No 520-16 Area D - LMC.	
<u>Brief Work Order Description:</u> Brazos County Arena Hall Awning.	
Time of Performance	Estimated Start Date: Estimated Completion Date:
Liquidated Damages	Will apply: <input type="checkbox"/> Will not apply: <input checked="" type="checkbox"/>
Work Order Firm Fixed Price: \$14,726.37	
Owner Purchase Order Number:	

Approvals

	8/29/17		8/13/17
Owner	Date	Contractor	Date



Detailed Scope of Work

To: Zring Kareem
LMC Corporation
9191 Winkler Drive, Suite A
Houston, TX 77017-5967
210-643-9392

From: Charles Wendt
County of Brazos
206 West Washington
Brazor, TX 77803
979-361-4292

Date Printed: May 17, 2017

Work Order Number: 048244.01

Work Order Title: Brazos County - Arena Hall Awning

Brief Scope: Brazos County Arena Hall Awning.

☐ Preliminary

☐ Revised

☒ Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Scope of Work – Brazos County Arena Hall Awning.

Project Summary

This scope of work applies to the Brazos County Arena Hall Awning in Bryan, TX. This project involves providing and installing an awning as petitioned by client. Proposal is based on issued plans & specs. All work will be done during regular business hours, in accordance with NESHAP, EPA, OSHA, Federal and State regulation.

Provide labor, material and equipment required to:

Aluminum Canopy:

1. Furnishing (1) aluminum awning on the dimensions described and petitioned by client.
 - o Roof- 2 ¾ X 6" extruded aluminum
 - o Columns- 4x 4 Aluminum tube.
 - o Clear anodize finish to match existing canopies.
2. Concrete footings and associated concrete work.
3. Perform work necessary to install awning.

Clean up and haul off all debris properly and safely.


Reasonable additional, unexpected costs directly related to an existing, concealed condition or other situation that may be revealed during renovation shall be the sole responsibility of Brazos County. Further, LMC Corporation shall not be held responsible for reasonable delays caused by such condition.

Any extra work or changes to this proposal shall be determined in advance by LMC and the Project Manager or Authorized Agent. Any authorization for extra work shall show the agreed terms and costs, and be approved and signed by both parties. LMC Corporation shall do no extra work without the prior written authorization from the Project Manager or Authorized Agent.

Subject to the terms and conditions of JOC Contract 520-16 Area D - LMC.

Detailed Scope of Work Continues..

Work Order Number: 048244.01
Work Order Title: Brazos County - Arena Hall Awning


Contractor


Date

8/31/17


Owner


Date

8/29/17

Contractor's Price Proposal - Summary

Date: May 17, 2017

Re: IQC Master Contract #: 520-16 Area D - LMC
Work Order #: 048244.01
Owner PO #:
Title: Brazos County - Arena Hall Awning
Contractor: LMC Corporation
Proposal Value: \$14,726.37

Aluminum Awning	\$9,280.09
Footings	\$2,067.65
General Requirements	\$3,378.63
Proposal Total	\$14,726.37

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Contractor's Price Proposal - Detail

Date: May 17, 2017

Re: IQC Master Contract #: 520-16 Area D - LMC
 Work Order #: 048244.01
 Owner PO #:
 Title: Brazos County - Arena Hall Awning
 Contractor: LMC Corporation
 Proposal Value: \$14,726.37

Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)		
Aluminum Awning					
1	07 41 13 00 0051		LF	Eave Flashing For Aluminum Standing Seam Concealed Fastener Roofing	\$522.06
				Quantity Unit Price Factor = Total	
			Installation	22.00 x 20.11 x 1.1800 = 522.06	
				Flashing needed for Aluminum Canopies	
2	07 41 13 00 0053		LF	Hip Flashing For Aluminum Standing Seam Concealed Fastener Roofing	\$789.96
				Quantity Unit Price Factor = Total	
			Installation	22.00 x 30.43 x 1.1800 = 789.96	
				Flashing needed for Aluminum Canopies	
3	13 34 19 00 0169		SF	>50 SF, Prefinished Aluminum, Free Standing CanopyIncludes finished underside and edges.	\$7,968.07
				Quantity Unit Price Factor = Total	
			Installation	190.00 x 35.54 x 1.1800 = 7,968.07	
				Furnish and Install freestanding Aluminum Canopy	
Subtotal for Aluminum Awning					\$9,280.09
Footings					
4	02 41 13 13 0031		SY	>3" To 6" By Machine, Break-up And Remove Rod Reinforced Concrete Paving	\$101.88
				Quantity Unit Price Factor = Total	
			Installation	6.00 x 14.39 x 1.1800 = 101.88	
				Break up and Remove Concrete as needed to install canopy	
5	02 41 19 13 0063		EA	Saw Cut Minimum ChargeFor projects where the total saw cutting charge is less than the minimum charge, use this task exclusively. This task should not be used in conjunction with any other tasks in this section.	\$564.64
				Quantity Unit Price Factor = Total	
			Installation	1.00 x 478.51 x 1.1800 = 564.64	
				Saw cut concrete as needed to perform work	
6	03 31 13 00 0022		CY	Direct Chute, Place 3,000 PSI Concrete Spread Footings	\$755.08
				Quantity Unit Price Factor = Total	
			Installation	6.00 x 106.65 x 1.1800 = 755.08	
				Concrete footings for canopy	
7	31 23 16 36 0010		CY	Excavation For Building Foundations And Other Structures By Hand in Loose Rock	\$546.29
				Quantity Unit Price Factor = Total	
			Installation	6.00 x 77.16 x 1.1800 = 546.29	
8	31 23 16 36 0022		CY	Compaction Of Fill Or Subbase For Building Foundations and Other Structures by Hand	\$99.76
				Quantity Unit Price Factor = Total	
			Installation	6.00 x 14.09 x 1.1800 = 99.76	
Subtotal for Footings					\$2,067.65
General Requirements					

Contractor's Price Proposal - Detail Continues..

Work Order Number: 048244.01

Work Order Title: Brazos County - Arena Hall Awning

General Requirements

9	01 22 23 00 0252	DAY	700 LB Capacity, 36" Wide, Skid-Steer Loader (Bobcat) With Full-Time Operator						\$1,285.00
			Installation	Quantity 2.00	x	Unit Price 544.49	x	Factor 1.1800	= Total 1,285.00
			Bobcat needed to perform work.						
10	01 22 23 00 0273	DAY	Backhoe Attachment For Skid-Steer Loaders						\$182.62
			Installation	Quantity 2.00	x	Unit Price 77.38	x	Factor 1.1800	= Total 182.62
			Backhoe needed to perform work.						
11	01 22 23 00 0279	DAY	9", 12", Or 16" Auger Attachment For Skid-Steer Loaders						\$121.09
			Installation	Quantity 2.00	x	Unit Price 51.31	x	Factor 1.1800	= Total 121.09
			Equipment needed to perform work.						
12	01 71 13 00 0002	EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Rollback Flatbed TruckIncludes delivery of equipment, off loading on site, rigging, dismantling, loading and transporting away. For equipment such as trenchers, skid-steer loaders (bobcats), industrial warehouse forklifts, sweepers, scissor platform lifts, telescoping and articulating boom manlifts with up to 40' boom lengths, etc.						\$1,062.00
			Installation	Quantity 6.00	x	Unit Price 150.00	x	Factor 1.1800	= Total 1,062.00
			Delivery, pick up of equipment						
13	01 74 19 00 0015	EA	20 CY Dumpster (3 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.						\$494.42
			Installation	Quantity 1.00	x	Unit Price 419.00	x	Factor 1.1800	= Total 494.42
			Safely remove debris from site						
14	31 23 16 13 0017	CY	Load Excess Material by Hand for Removal from Excavation for Trenching						\$233.50
			Installation	Quantity 6.00	x	Unit Price 32.98	x	Factor 1.1800	= Total 233.50
			Carefully remove excess materials from site						

Subtotal for General Requirements

\$3,378.63

Proposal Total

\$14,726.37

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %



Subcontractor Listing

Date: May 17, 2017

Re: IQC Master Contract #: 520-16 Area D - LMC
Work Order #: 048244.01
Owner PO #:
Title: Brazos County - Arena Hall Awning
Contractor: LMC Corporation
Proposal Value: \$14,726.37

Name of Contractor	Duties	Amount	%
No Subcontractors have been selected for this Work Order		\$0.00	0.00



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Purchasing NUMBER:

DATE OF COURT MEETING: 8/29/2017

ITEM: Award of bid contract # 17-293 final items 9-14 for Various Aggregate, Cold Mix and Other Road Materials.

TO: Commissioners Court

FROM: Lani Maness

DATE: 08/24/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ACTION REQUESTED OR ALTERNATIVES: Award of bid contract # 17-293 final items 9-14 for Various Aggregate, Cold Mix and Other Road Materials

ATTACHMENTS:

File Name

Description

Type

[tab 17-293 for items 9-14.xlsx](#)

Bid tabulation

Backup Material

[submitted bid Vulcan.pdf](#)

bid Vulcan

Backup Material

[email recommendations from Road and Bridge.pdf](#)

Recommendations from Road & Bridge

Backup Material

[submitted bid Texcon.pdf](#)

bid Texcon

Backup Material

[BID AWARD LETTER Knife River.doc](#)

bid Knife River

Backup Material

Bid # 17-293 Various Aggregates and Other Road Materials

Tabulation

June 30, 2017 through June 29, 2018

			Brazos Site Works				Statewide Materials				Vulcan				Brazos Paving (BPI)				QuikCrete				Waller County Asphalt				TexCon							
Base			A	B	C	D	A	B	C	D	A	B	C	D	A	B	C	D	A	B	C	D	A	B	C	D	A	B	C	D	A			
			Loaded Only	#58,420 Loaded/ Hauled Anywhere in County	#80,000 Loaded/ Hauled Anywhere in County	Loaded/ Hauled to County Yard on SH 21	Loaded Only	#58,420 Loaded/ Hauled Anywhere in County	#80,000 Loaded/ Hauled Anywhere in County	Loaded/ Hauled to County Yard on SH 21	Loaded Only	#58,420 Loaded/ Hauled Anywhere in County	#80,000 Loaded/ Hauled Anywhere in County	Loaded/ Hauled to County Yard on SH 21	Loaded Only	#58,420 Loaded/ Hauled Anywhere in County	#80,000 Loaded/ Hauled Anywhere in County	Loaded/ Hauled to County Yard on SH 21	Loaded Only	#58,420 Loaded/ Hauled Anywhere in County	#80,000 Loaded/ Hauled Anywhere in County	Loaded/ Hauled to County Yard on SH 21	Loaded Only	#58,420 Loaded/ Hauled Anywhere in County	#80,000 Loaded/ Hauled Anywhere in County	Loaded/ Hauled to County Yard on SH 21	Loaded Only	#58,420 Loaded/ Hauled Anywhere in County	#80,000 Loaded/ Hauled Anywhere in County	Loaded/ Hauled to County Yard on SH 21	Loaded Only			
Item	Tonnage	Description	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton			
1	30,000	Flex Base - Item 247, Type A, Grade 1	No Bid				\$11.00	\$36.00	\$21.96	\$18.86	\$25.50	\$39.75	\$36.00	\$36.00	\$20.90	\$28.85	\$24.50	\$20.90	No Bid				No Bid				\$23.95	\$31.95	\$29.45	\$29.45				
		Product Name					State Base				A1 Base				Type A Grade 1 Base												Grade 1 Base							
		Product Number					F state base 1				15094101				1												TMO 42							
2	30,000	Flex Base - Item 247, Type A, Grade 2	No Bid				\$11.00	\$36.00	\$21.96	\$18.86	\$25.50	\$39.75	\$36.00	\$36.00	\$20.90	\$28.85	\$24.50	\$20.90	No Bid				No Bid				\$22.95	\$30.95	\$27.95	\$27.95	\$19.75			
		Product Name					State Base				A1 Base				Type A Grade 2 Base												Superflex Base							
		Product Number					F state base 2				15094101				3												TMO 41							
3	20,000	Flex Base - Item 247, Type D, Grade 1	\$11.99	\$20.95	\$17.74	\$16.49	\$15.00	\$30.00	\$20.50	\$18.25	\$25.50	\$39.75	\$36.00	\$36.00	\$14.00	\$23.00	\$20.50	\$18.00	No Bid				No Bid				\$22.95	\$30.95	\$27.95	\$27.95	\$17.50			
		Product Name	TX DOT 247 Crushed Concrete				Type D Gr 1 Base				A1 Base				Type D Grade 1 Base												Superflex Base							
		Product Number	Grade 1 Type D				BPI Base				15094101				23												TMO 41							
4	10,000	Cem Treated Base (Plant Mix) - Item 276, Class M, Type A, Grade 1-2	No Bid				No Bid				No Bid								\$44.00	\$42.75	No Bid				No Bid					\$48.45	\$46.45			
		Product Name													Stabilized Base, Type A Grd 2												Cement Stabilized Base							
		Product Number													4												TMO 43							
Cold Mix / Asphalt Patch Materials			Loaded Only	#58,420 Loaded/ Hauled Anywhere in County	#80,000 Loaded/ Hauled Anywhere in County	Loaded/ Hauled to County Yard on SH 21	Loaded Only	#58,420 Loaded/ Hauled Anywhere in County	#80,000 Loaded/ Hauled Anywhere in County	Loaded/ Hauled to County Yard on SH 21	Loaded Only	#58,420 Loaded/ Hauled Anywhere in County	#80,000 Loaded/ Hauled Anywhere in County	Loaded/ Hauled to County Yard on SH 21	Loaded Only	#58,420 Loaded/ Hauled Anywhere in County	#80,000 Loaded/ Hauled Anywhere in County	Loaded/ Hauled to County Yard on SH 21	Loaded Only	#58,420 Loaded/ Hauled Anywhere in County	#80,000 Loaded/ Hauled Anywhere in County	Loaded/ Hauled to County Yard on SH 21	Loaded Only	#58,420 Loaded/ Hauled Anywhere in County	#80,000 Loaded/ Hauled Anywhere in County	Loaded/ Hauled to County Yard on SH 21	Loaded Only	#58,420 Loaded/ Hauled Anywhere in County	#80,000 Loaded/ Hauled Anywhere in County	Loaded/ Hauled to County Yard on SH 21	Loaded Only			
Item	Tonnage	Description	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton			
5	5,000	TxDOT 330 Type I, Grade AA, Course Base	No Bid				No Bid							\$77.25	No Bid				No Bid				No Bid				No Bid							
		Product Name																																
		Product Number																																
6	4,000	TxDOT 330 Type I, Grade CC, Medium Surface	No Bid				No Bid							\$77.25	No Bid				No Bid				No Bid				No Bid							
		Product Name																																
		Product Number																																
7	4,000	TxDOT 330 Type II, Grade CS, Medium Surface	No Bid				No Bid							\$77.25	No Bid				No Bid				No Bid				No Bid							
		Product Name																																
		Product Number																																
8	5,000	DMS 9202, ASPHALTIC CONCRETE PATCHING MATERIAL (STOCKPILE STORAGE), MEETING ARTICLE 9202.3.A.7 "ALL SEASON PRE-COATED PATCHING MIXTURE (ASPPM)", SAC- B OR BETTER	No Bid				No Bid				No Bid				No Bid				\$130.00				\$90.00		90.00 for material .23 per loaded mile	\$102.65	No Bid							
		Product Name																	QPR High Performance Pavement Repair				Patch-n-Pave											
		Product Number																	Item #101															

Bid # 17-293 Various Aggregates and Other Road Materials

Tabulation

June 30, 2017 through June 29, 2018

			Brazos Site Works				Statewide Materials				Vulcan				Brazos Paving (BPI)				QuikCrete				Waller County Asphalt				TexCon					
Surface Aggregates			A	B	C	D	A	B	C	D	A	B	C	D	A	B	C	D	A	B	C	D	A	B	C	D	A	B	C	D	A	
			Loaded Only	#58,420 Loaded/ Hauled Anywhere in County	#80,000 Loaded/ Hauled Anywhere in County	Loaded/ Hauled to County Yard on SH 21	Loaded Only	#58,420 Loaded/ Hauled Anywhere in County	#80,000 Loaded/ Hauled Anywhere in County	Loaded/ Hauled to County Yard on SH 21	Loaded Only	#58,420 Loaded/ Hauled Anywhere in County	#80,000 Loaded/ Hauled Anywhere in County	Loaded/ Hauled to County Yard on SH 21	Loaded Only	#58,420 Loaded/ Hauled Anywhere in County	#80,000 Loaded/ Hauled Anywhere in County	Loaded/ Hauled to County Yard on SH 21	Loaded Only	#58,420 Loaded/ Hauled Anywhere in County	#80,000 Loaded/ Hauled Anywhere in County	Loaded/ Hauled to County Yard on SH 21	Loaded Only	#58,420 Loaded/ Hauled Anywhere in County	#80,000 Loaded/ Hauled Anywhere in County	Loaded/ Hauled to County Yard on SH 21	Loaded Only	#58,420 Loaded/ Hauled Anywhere in County	#80,000 Loaded/ Hauled Anywhere in County	Loaded/ Hauled to County Yard on SH 21	Loaded Only	
Item	Tonnage	Description	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton		
9	1,000	Aggregate Tx DOT Item 302, Type D, Grade 3 SAC-B (Limestone)											\$38.00																	\$48.50		
		Product Name																														
		Product Number																														
10	5,000	Aggregate TxDOT Item 302, Type D Grade 4 SAC-B (Limestone)											\$38.00																	\$48.50		
		Product Name																														
		Product Number																														
11	500	Aggregate TxDOT Item 302, Type PD Grade 4 SAC-B (Precoated Limestone)																														
		Product Name																														
		Product Number																														
12	1,000	Aggregate Tx DOT Item 302, Type D, Grade 5 SAC-B (Limestone)											\$38.00																	\$48.50		
		Product Name																														
		Product Number																														
13	1,500	Aggregate Tx DOT Item 302, Type I, Grade 4																														
		Product Name																														
		Product Number																														
14	500	Aggregate Tx DOT Item 302, Type E, Grade 5 Traprock of various fine grained, dense, dark-colored, non-granite, igneous rock											\$60.00																			
		Product Name																														
		Product Number																														
Various Materials			Loaded Only	#58,420 Loaded/ Hauled Anywhere in County	#80,000 Loaded/ Hauled Anywhere in County	Loaded/ Hauled to County Yard on SH 21	Loaded Only	#58,420 Loaded/ Hauled Anywhere in County	#80,000 Loaded/ Hauled Anywhere in County	Loaded/ Hauled to County Yard on SH 21	Loaded Only	#58,420 Loaded/ Hauled Anywhere in County	#80,000 Loaded/ Hauled Anywhere in County	Loaded/ Hauled to County Yard on SH 21	Loaded Only	#58,420 Loaded/ Hauled Anywhere in County	#80,000 Loaded/ Hauled Anywhere in County	Loaded/ Hauled to County Yard on SH 21	Loaded Only	#58,420 Loaded/ Hauled Anywhere in County	#80,000 Loaded/ Hauled Anywhere in County	Loaded/ Hauled to County Yard on SH 21	Loaded Only	#58,420 Loaded/ Hauled Anywhere in County	#80,000 Loaded/ Hauled Anywhere in County	Loaded/ Hauled to County Yard on SH 21	Loaded Only	#58,420 Loaded/ Hauled Anywhere in County	#80,000 Loaded/ Hauled Anywhere in County	Loaded/ Hauled to County Yard on SH 21	Loaded Only	
Item	Tonnage	Description	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton		
15	3,000	1 1/2" Limestone Backfill Aggregate								\$27.28				\$38.00																\$33.90		
		Product Name																														
		Product Number																														
16	3,000	1 1/2" ConcreteCrushed Concrete Aggregate (no steel)								\$22.50																				\$33.90		
		Product Name																														
		Product Number																														
17	2,000	Limestone Screenings								\$23.28				\$30.00																\$28.50		
		Product Name																														
		Product Number																														
18	2,000	Oversize Aggregate - 2 x 3								\$23.75				\$23.40																		
		Product Name																														
		Product Number																														
19	2,000	Oversize Aggregate - 3 x 5								\$23.75				\$23.00																\$35.95		
		Product Name																														
		Product Number																														
20	2,000	Sand								\$14.00				\$27.50																\$22.50		
		Product Name																														
		Product Number																														
21	3,000	Cement Stabilized Sand - Cement Stabilized Sand - See Specifications on Page 8-9 of bid																												\$21.00		
		Product Name																														
		Product Number																														
			A	B	C	D	A	B	C	D	A	B	C	D	A	B	C	D	A	B	C	D	A	B	C	D	A	B	C	D	A	

Bid # 17-293 Various Aggregates and Other Road Materials

Tabulation

June 30, 2017 through June 29, 2018

Rip Rap			Brazos Site Works				Statewide Materials				Vulcan				Brazos Paving (BPI)				QuikCrete				Waller County Asphalt				TexCon							
			Loaded Only	#58,420 Loaded/ Hauled Anywhere in County	#80,000 Loaded/ Hauled Anywhere in County	Loaded/ Hauled to County Yard on SH 21	Loaded Only	#58,420 Loaded/ Hauled Anywhere in County	#80,000 Loaded/ Hauled Anywhere in County	Loaded/ Hauled to County Yard on SH 21	Loaded Only	#58,420 Loaded/ Hauled Anywhere in County	#80,000 Loaded/ Hauled Anywhere in County	Loaded/ Hauled to County Yard on SH 21	Loaded Only	#58,420 Loaded/ Hauled Anywhere in County	#80,000 Loaded/ Hauled Anywhere in County	Loaded/ Hauled to County Yard on SH 21	Loaded Only	#58,420 Loaded/ Hauled Anywhere in County	#80,000 Loaded/ Hauled Anywhere in County	Loaded/ Hauled to County Yard on SH 21	Loaded Only	#58,420 Loaded/ Hauled Anywhere in County	#80,000 Loaded/ Hauled Anywhere in County	Loaded/ Hauled to County Yard on SH 21	Loaded Only	#58,420 Loaded/ Hauled Anywhere in County	#80,000 Loaded/ Hauled Anywhere in County	Loaded/ Hauled to County Yard on SH 21	Loaded Only			
Item	Tonnage	Description	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton			
22	2,000	Riprap - TxDOT Item 432, Type F				\$41.75				no bid					\$63.00	No Bid				No Bid				No Bid				No Bid						
		Product Name	18"																															
		Product Number																																
23	2,000	Riprap - TxDOT Item 432, Type R				\$41.75				\$42.00					\$63.00	No Bid				No Bid				No Bid				No Bid						
		Product Name	18"				12 x 18/24																											
		Product Number					F12x18/24																											
24	2,000	Riprap - TxDOT Item 432, Common				\$41.75				\$45.00					\$63.00	No Bid				No Bid				No Bid				No Bid						
		Product Name	18"				8x12																											
		Product Number					C 8 x12																											
25	Specific location of vendors plant		concrete pit- 8727 Lacey Well Rd College Station, TX 77845				Frost - CR 2 48 Kosse, TX Limestone Co Conner FM 413 Kosse, TX Limestone Co TCS - Westinghouse Road, Georgetown, TX Oldcastle CR 105 Caldwell				Hockley, Dabney, Houston, Simonton				7601 Hwy 21, Bryan, TX				6310 Texas 21, Bryan								12041 Kmeic Dr. Bryan, TX 77807							
26	Delivery time after receipt of purchase order		1-2 Days				48 hrs of notice or upon request of county. For Del of item #1 Grade 1 flex base will need at least 2 wks notice of qty needed to build stockpile For del of item #24 common rip rap will need at least 1 wk notice of qty needed to build stockpile				5 Days				2 Days				2 days								1 Day							
27	Contact person & phone number at plant		Clay Catalina 979-777-9042 Gordon Klintworth 820-2154				Robert Ison- Frost 254-587-2000 Sudbluth Conners 254-339-0388 Giles - Oldcastle 512-289-8982				Haley Bruce Gary Eagle 830-278-6205 Dabney Simonton 979-478-6134 832-473-3897 713-621-7221				Hockley Houston Ernest Alvarado 979-412-5137 and Billy Prewitt 979-412-5138				Gary Brooks 254-379-4278								Carey Smith				Bryan - Ga			
28	Directions to plant		HWY 60 to Snook, turn left on Lacey Well Rd. Drive 1/2 mile, be on the right				Frost - From Bryan take 6 N thru Calvert go R on SH14 thru Bremond to Kosse at light Junction 14 & 7 go W on SH7 approx. 5.4 miles go L on FM 1771 go L CR248 Plant on L. Conners From Bryan take 6 North thru Calvert go R on SH14 thru Bremond to Kosse go L on FM 413 go approx 6.9 miles plant on R TCS From Bryan take 21 W to US 290 go R to Austin, go N on I35 in Georgetown take Westinghouse exit go L into plant Oldcastle - From Bryan take 21 W to Caldwell continue W to CR 105 go L follow to plant on L.				Dabney, TX 23 miles West of Uvalde, TX				Take Hwy 21 West to Smetana, BPI entrance is on the left just after Thompson Creek Bridge								3 miles N. of OSR on Hwy 6 turn right on old Hwy Rd.				Bryan SH							
29	Number of Trucks and size owned by vendor		8 belly dumps 4 Bobtails				Bellies 100 Ends - Lightweight 20 Ends - Halfround heavy duty 5				No Bid				6 Bobtails, 2 end dumps 2 Bettys & resouces for more								15 tractor trailers 5 tandem											
30	Describe any agreements that vendor has in place to insure ability to perform the specified work in the bid		None				Safety programs in place to ensure safe and timely delivery of materials per federal and state regulations. Member of management checking on job as delivered and being available to handle questions and respond to your needs.				Past contract bids with County				Contracts w/ current suppliers								we have additional leased trucks											
Notes and Exceptions																																		

Recommended award for

remaining items: Primary Vulcan: Item 9, 10, 12, 14
Secondary Texcon: Item 9, 12
Knife River: Item 10

Previously awarded items on June 27,

Primary: Brazos Site Works: Item 3, 22, 23, 24
Statewide Materials : Item A1, C1, D1, A2, C2, D2 18, 19, 20
Vulcan: Item 5, 6, 7
Brazos Paving : Item B1, B2, B21
Waller County Asphalt: Item 8
Knife River: Item 4, 15, 16, 17, A21, C21
Secondary: Brazos Site Woriks: Item 16, 18, 19
Statewide Materials: Item 15, 17, 23, 24, C3
Vulcan: Item 22
Brazos Paving: Item A1, C1, D1, C2, D2, A3, B3, D3, 4, A21, C21
Quikcrete: Item 8,
Texcon: Item B1
Knife River: Item A2, B2, 20, B21

Items: Primary and Secondary for item A21 and secondary for item C3 were drawn in Commissioner's Court prior to award in accordance with Local Government Code 262.027(b)

No Award:

Item: 13 (no bids) and Item 11 (will not be utilized)

Approved by Commissioner's Court on this 29th day of August, 2017, by County Judge holding the position of County Judge



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: NUMBER:
DATE OF COURT MEETING: 8/29/2017
ITEM: Approval of the Treasurer's Report for July 2017
TO: Commissioners Court
DATE: 08/24/2017
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ACTION REQUESTED OR
ALTERNATIVES: Approval

ATTACHMENTS:

File Name

[DOC004.PDF](#)

[DOC003.PDF](#)

Description

treasurer's report for July 2017

Approval Letter for Treasurer Report

Type

Backup Material

Backup Material

JULY 2017 TREASURER'S REPORT

	CASH BALANCE 6/30/2017	INCOMING	INVESTED TEXPOOL INTEREST - July	SUB-TOTAL	DISBURSED	CASH BALANCE 7/31/2017	INVESTED	CK.ACCT.BAL. 7/31/2017
0100 - GENERAL FUND	58,839,135.55	4,553,087.46	5,262.54	63,397,485.55	7,373,089.75	56,024,395.80	6,383,905.95	49,640,489.85
0200 - COUNTY HEALTH ENDOWMENT FUND	585,665.87	122.02	-	585,787.89	-	585,787.89	-	585,787.89
1100 - HOTEL OCCUPANCY TAX	1,241,632.49	252,364.89	-	1,493,997.38	52,511.27	1,441,486.11	-	1,441,486.11
1200 - STATE LATERAL ROAD	30,188.23	6.29	-	30,194.52	-	30,194.52	-	30,194.52
1300 - UNCLAIMED FUNDS	197,462.22	51.14	-	197,513.36	-	197,513.36	-	197,513.36
1500 - LAW LIBRARY	96,302.37	3,639.20	-	99,941.57	10,062.97	89,878.60	-	89,878.60
1600 - LOCAL PROVIDER PARTICIPATION	5,455,486.88	1,136.59	-	5,456,623.47	-	5,456,623.47	-	5,456,623.47
1700 - ALTERNATIVE DISPUTE RESOLUTION	3,385.00	2,640.00	-	6,025.00	3,385.00	2,640.00	-	2,640.00
1800 - LEOSE FUND	54,590.02	-	-	54,590.02	2,894.20	51,695.82	-	51,695.82
1900 - COUNTY RECORDS MANAGEMENT	321,004.75	7,534.10	-	328,538.85	11,619.66	316,919.19	-	316,919.19
2000 - COUNTY CLERK MGMT.FUND	717,018.22	30,540.39	-	747,558.61	14,359.45	733,199.16	-	733,199.16
2001 - COUNTY CLERK ARCHIVAL FUND	1,246,389.89	30,114.67	-	1,276,504.56	-	1,276,504.56	-	1,276,504.56
2200 - COURTHOUSE SECURITY FUND	112,915.90	7,276.17	-	120,192.07	22,149.31	98,042.76	-	98,042.76
2201 - JUSTICE COURT SECURITY FUND	71,876.82	1,307.35	-	73,184.17	-	73,184.17	-	73,184.17
2300 - DISTRICT CLERK MANAGEMENT FUND	184,901.51	1,218.36	-	186,119.87	-	186,119.87	-	186,119.87
2301 - DISTRICT CLERK ARCHIVAL FUND	82,476.92	1,487.18	-	83,964.10	-	83,964.10	-	83,964.10
2400 - JUSTICE @ PEACE - TECHNOLOGY FUND	152,270.84	3,890.67	-	156,161.51	2,153.51	154,008.00	-	154,008.00
2401 - CO.& DIST.COURT TECHNOLOGY FUND	61,592.94	721.40	-	62,314.34	-	62,314.34	-	62,314.34
2500 - SPECIAL FORFEITURE FUND	32,983.63	6.24	-	32,989.87	3,562.50	29,427.37	-	29,427.37
2600 - D/A HOT CHECK COLLECT FEES	2,857.18	16.32	-	2,873.50	-	2,873.50	-	2,873.50
2700 - BAIL BOND BOARD FEES	90,984.76	18.96	-	91,003.72	-	91,003.72	-	91,003.72
2800 - VOTER REGISTRATION	17,964.68	3.74	-	17,968.42	2,052.80	15,915.62	-	15,915.62
2900 - VIT INTEREST FUND	195,939.73	122.52	-	196,062.25	-	196,062.25	-	196,062.25
3000 - COUNTY GRANTS	(70,111.48)	196,723.18	-	126,611.70	277,082.25	(150,470.55)	-	(150,470.55)
3400 - D/A CRIME FUND	131,731.06	651.09	-	132,382.15	2,197.71	130,184.44	-	130,184.44
3500 - PRIMARY ELECTION SERVICES	23,458.47	4.89	-	23,463.36	2,128.35	21,335.01	-	21,335.01
3901 - BC HOUSING FINANCE CORP	63,304.13	5,711.43	-	69,015.56	5,344.56	63,671.00	-	63,671.00
4315 - 2015 CERTIFICATES OF OBLIGATION	4,614,646.46	935.45	-	4,615,581.91	1,116,694.00	3,498,887.91	-	3,498,887.91
4500 - GEN.PERMANENT IMPV.	19,994,558.31	6,640.60	-	20,001,198.91	745,166.58	19,256,032.33	-	19,256,032.33
5000 - HEALTH & LIFE INSURANCE	2,804,477.37	1,312,866.00	-	4,117,343.37	1,578,661.65	2,538,681.72	-	2,538,681.72
6000 - PAYROLL	911,281.76	2,539,602.01	-	3,450,883.77	2,513,415.60	937,468.17	-	937,468.17
9100 - HEALTH DEPARTMENT	1,445,110.65	119,018.40	-	1,564,129.05	222,570.70	1,341,558.35	-	1,341,558.35
9700 - COMMUNITY SUPERVISION	1,275,730.54	196,947.56	-	1,472,678.10	293,348.76	1,179,329.34	-	1,179,329.34
TTL.OF ACCTS.IN POOL	100,989,213.67	9,276,406.27	5,262.54	110,270,882.48	14,254,450.58	96,016,431.90	6,383,905.95	89,632,525.95
4100 - GEN.OBLIG.DEBT SVC.	13,655,165.25	195,260.17	-	13,850,425.42	300.00	13,850,125.42	-	13,850,125.42
TOTAL	114,644,378.92	9,471,666.44	5,262.54	124,121,307.90	14,254,750.58	109,866,557.32	6,383,905.95	103,482,651.37

This report is submitted as true and correct to Commissioners Court by Laura Taylor Davis, Brazos County Treasurer, on 8/29/17.

The State of Texas, County of **BRAZOS**

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

Witness my hand this _____ day of _____ A.D. 2017



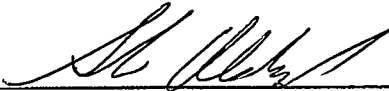
Karen McQueen

County Clerk, County of BRAZOS, State of Texas

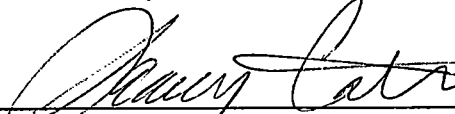
Examined and approved in open Commissioners' Court this 29th day of August 2017.



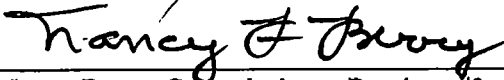
Duane Peters, County Judge



Steve Aldrich, Commissioner Precinct #1



Sammy Catalena, Commissioner Precinct #2



Nancy Berry, Commissioner Precinct #3



Irma Cauley, Commissioner Precinct #4

Treasurer's Report for the **MONTH JULY 2017**



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: NUMBER:
DATE OF COURT MEETING: 8/29/2017
ITEM: Expenditure Journal Entries FY 16/17 080105 - 080112
TO: Commissioners Court
DATE: 08/24/2017
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

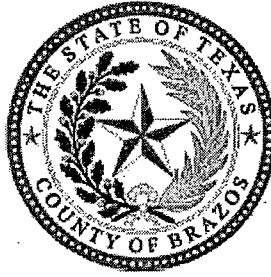
[JE CC 8.28.17.pdf](#)

Description

Expenditure JE

Type

Backup Material



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT
MEETING:

8/29/2017

ITEM:

Expenditure Journal Entries FY 16/17 080105 - 080112

TO:

Commissioners Court

DATE:

08/24/2017

FISCAL IMPACT:

False

BUDGETED:

False

DOLLAR AMOUNT:

\$0.00

ATTACHMENTS:

File Name

JE_CC_8.28.17.pdf

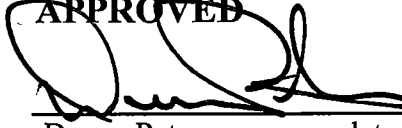
Description

Expenditure JE

Type

Backup Material

APPROVED


Duane Peters
County Judge

date

8/29/17

08/24/17
ACCOUNTING PERIOD: 11/17

BRAZOS COUNTY, TX
BATCH JOURNAL ENTRY EDIT LIST

PAGE 1

CONTROL RECORD	NUMBER FUND	J E NUMBER DIV/FUND	DESCRIPTION ACCOUNT	PERIOD/YR PROJECT	HOLD ACCOUNT	ITEM DESCRIPTION	DEBIT AMOUNT	CREDIT AMOUNT
08-24-17		080105	Expo Incentive Rewa	11/17	Y			
323115	1100	11002500	71530000			Expo Incentive Rewa	1,000.00	
323116	1100	1100	11005200			Expo Incentive Rewa		1,000.00
323117	0100	0100	11005200			Expo Incentive Rewa	1,000.00	
323118	0100	0100	41011000			Expo Incentive Rewa		1,000.00
TOTAL JOURNAL ENTRY							2,000.00	2,000.00
08-24-17		080106	Trvl Reimb-J Campbel	11/17	Y			
323119	0100	30101100	61801000			Houston 8.8-11.17	455.50	
323120	0100	0100	20113620			Houston 8.8-11.17		455.50
TOTAL JOURNAL ENTRY							455.50	455.50
08-24-17		080107	Trvl Reimb-J Campbel	11/17	Y			
323121	0100	30101100	61801000			Austin 8.14-16.17	359.80	
323122	0100	0100	20113620			Austin 8.14-16.17		359.80
TOTAL JOURNAL ENTRY							359.80	359.80
08-24-17		080108	Trvl Reimb-J Reeves	11/17	Y			
323123	0100	30101100	61801000			Houston 8.8-11.17	455.50	
323124	0100	0100	20435700			Houston 8.8-11.17		455.50
TOTAL JOURNAL ENTRY							455.50	455.50
08-24-17		080109	Trvl Reimb-J Reeves	11/17	Y			
323125	0100	30101100	61801000			Austin 8.14-16.17	359.80	
323126	0100	0100	20435700			Austin 8.14-16.17		359.80
TOTAL JOURNAL ENTRY							359.80	359.80
08-24-17		080110	Trvl Reimb-L Washing	11/17	Y			
323127	0100	31000100	61801000 LPROB170	61801000		Austin 7.31-8.2	447.30	
EXCEEDS PROJECT BALANCE - CURRENT BALANCE IS							-1227.21	
323128	0100	0100	20118390			Austin 7.31-8.2		447.30
TOTAL JOURNAL ENTRY							447.30	447.30
08-24-17		080111	Trvl Reimb-P Brown	11/17	Y			
323129	0100	30101100	61801000			Austin 8.14-16.17	72.00	
323130	0100	0100	20117400			Austin 8.14-16.17		72.00
TOTAL JOURNAL ENTRY							72.00	72.00
08-24-17		080112	Trvl Reimb-R Huet	11/17	Y			
323131	0100	30101100	61801000			Austin 8.14-16.17	72.00	
323132	0100	0100	20443000			Austin 8.14-16.17		72.00
TOTAL JOURNAL ENTRY							72.00	72.00
TOTAL CONTROL NUMBER							4,221.90	4,221.90

WARNING PROJECT BALANCE FOR LPROB170 6180100 EXCEEDED								
CURRENT BALANCE IS -1227.21								
TOTAL ENTRIES 447.30								
PROJECTED BALANCE -1674.51								

TOTAL REPORT							4,221.90	4,221.90

RUN DATE 08/24/17 TIME 15:42:51

SUNGARD PENTAMATION - FUND ACCOUNTING



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 8/29/2017

ITEM: a. Stonefish Investment Group LLC Series Oney Hervey - Overpayment \$3,211.43
b. Corelogic Tax Services, LLC - Overpayment \$455.29
c. Corelogic Tax Services, LLC - Overpayment \$50.00
d. M&T Bank % Corelogic Tax Service - Overpayment \$693.97

TO: Commissioners Court

DATE: 08/22/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

[Tax Refund Applications 8-29-17.pdf](#)

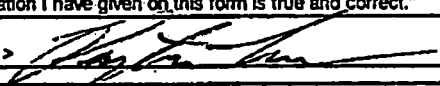
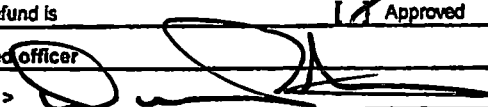
Description

Tax Refund Applications

Type

Cover Memo

APPLICATION FOR TAX REFUND

Collecting Office Name Brazos County Tax Office 4151 County Park Court Bryan Texas 77802		Phone Number 979-775-9930	Collecting tax for: (taxing units) Brazos County, City of Bryan, City of College Station Bryan ISD, College Station ISD, F1, F2, F3, F4, City of Kurten Navasota ISD	
To apply for a tax refund, the taxpayer must complete the following:				
Step 1:	STONEFISH INVESTMENT GROUP LLC			
Owner's name	SERIES ONEY HERVEY			
and address	PO BOX 1306			
	GEORGETOWN, TX 78627-1306			
Step 2:				
Describe the property	Legal	HIGHLAND PARK PH 2, BLOCK 9B, LOT 4 (23' OF) & 5 (LESS 2')		
	Address	4304 OAKLAWN ST		
	Acct.#	28957	or	Tax Receipt #
Step 3:				
Give the tax payment information	Name of Taxing unit	Tax Year	Date of	Amount
		of refund	Payment	Paid
				Requested
	Zrefund	2016	7/21/2017	\$5,416.24
			TOTAL	\$3,211.43
	Taxpayer's reason for-refund: OVERPAYMENT			
	Refund to: STONEFISH INVESTMENT GROUP LLC SERIES ONEY HERVEY			
	PO BOX 1306 GEORGETOWN, TX 78627-1306			
Step 4:	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."			
Sign the form + Return	sign here > 		date > 8/2/17	
	If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.			
Step 5:	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved			
Tax refund determination	Authorized officer 		date > 8/29/17	
	Authorized officer of taxing unit for refund applications over amount required under Section 31.11 Tax Code			
	sign here > _____		date > _____	

APPLICATION FOR TAX REFUND

Collecting Office Name Brazos County Tax Office 4151 County Park Court Bryan Texas 77802		Collecting tax for: (taxing units) Brazos County, City of Bryan, City of College Station Bryan ISD, College Station ISD, F1, F2, F3, F4, City of Kurten Navasota ISD			
		Phone Number 979-775-9930			
To apply for a tax refund, the taxpayer must complete the following:					
Step 1:					
Owner's name and address	ROBERTSON MILORED JEAN				
	1013 HENDERSON ST				
	BRYAN, TX 77803-2821				
Step 2:					
Describe the property	Legal	AUSTIN BLOCK 4 LOT 7			
	Address	1013 HENDERSON			
	Acct.#	17504			
Step 3:					
Give the tax payment information	<u>Name of Taxing unit</u>	<u>Tax Year</u>	<u>Date of</u>	<u>Amount</u>	<u>Refund amt</u>
		<u>of refund</u>	<u>Payment</u>	<u>Paid</u>	<u>Requested</u>
	Zrefund	2016	6/30/2017	\$455.29	\$455.29
	Taxpayer's reason for refund:		OP-Overpayment		
	Refund to		CORELOGIC TAX SERVICES LLC		
		3001 HACKBERRY RD			
		IRVING TX 75063*0156			
Step 4:					
Sign the form and return	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."				
	sign here > <i>9 Crumli Watkins - Ch Agent</i>		date > <i>8-16-17</i>		
	If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.				
Step 5:					
Tax refund determination	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved				
	Authorized officer				
	sign here > <i>[Signature]</i>		date > <i>8/29/17</i>		
	Authorized officer of taxing unit for refund applications over amount required under Section 31.11 Tax Code				
	sign here >		date >		

AUG 03 2017 014

APPLICATION FOR TAX REFUND

Collecting Office Name Brazos County Tax Office 4151 County Park Court Bryan Texas 77802		Phone Number 979-775-9930	Collecting tax for: (taxing units) Brazos County, City of Bryan, City of College Station Bryan ISD, College Station ISD, F1, F2, F3, F4, City of Kurten Navasota ISD		
To apply for a tax refund, the taxpayer must complete the following:					
Step 1:					
Owner's name and address	PLEASANT RICKEY SR & LENITA 605 W 16TH ST BRYAN, TX 77803-1679				
Step 2:					
Describe the property	Legal	MCQUEEN LOT 2			
	Address	605 W 16TH ST			
	Acct.#	32544	or	Tax Receipt #	
Step 3:					
Give the tax payment information	<u>Name of Taxing unit</u>	<u>Tax Year of refund</u>	<u>Date of Payment</u>	<u>Amount Paid</u>	<u>Refund amt Requested</u>
	Zrefund	2016	6/30/2017	\$1,402.65	\$50.00
	TOTAL				\$50.00
	Taxpayer's reason for refund: OVERPAYMENT				
	Refund to: CORELOGIC TAX SERVICES LLC ATTN: REFUNDS DEPT				
	PO BOX 9202 COPPELL, TX 75019				
Step 4:					
Sign the form	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct." sign here > <i>Corene Watson Ch Agent</i> date > 8-16-17				
	If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.				
Step 5:					
Tax refund determination	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved				
	Authorized officer <i>[Signature]</i>				
	sign here > <i>[Signature]</i> date > 8/29/17				
	Authorized officer of taxing unit for refund applications over amount required under Section 31.11 Tax Code				
	sign here > date >				

AUG 03 2017 0146

APPLICATION FOR TAX REFUND

Collecting Office Name Brazos County Tax Office 4151 County Park Court Bryan Texas 77802		Phone Number 979-775-9930	Collecting tax for: (taxing units) Brazos County, City of Bryan, City of College Station Bryan ISD, College Station ISD, F1, F2, F3, F4, City of Kurten Navasota ISD		
To apply for a tax refund, the taxpayer must complete the following:					
Step 1: Owner's name and address	MARGARET LOMAS CARPENTER				
	3122 CAMELOT DR APT 42				
	BRYAN TX 77802-2852				
Step 2: Describe the property	Legal STANFORD COURT TOWNHOME CONDOS BLDG 4 UNIT 42				
	Address 3122 CAMELOT DR 42				
	Acct.# 44350				
Step 3: Give the tax payment information	<u>Name of Taxing unit</u>	<u>Tax Year</u>	<u>Date of</u>	<u>Amount</u>	<u>Refund amt</u>
		<u>of refund</u>	<u>Payment</u>	<u>Paid</u>	<u>Requested</u>
	Zrefund	2016	7/11/2017	\$3,330.46	\$693.97
	Taxpayer's reason for refund: OP-Overpayment				
	Refund to M&T BANK				
	% CORELOGIC TAX SERVICE				
PO BOX 9202					
COPPELL TX 75019					
Step 4: Sign the form and return	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."				
	sign here > <i>[Signature]</i>			date > 8-17-17	
	If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.				
Step 5: Tax refund determination	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved				
	Authorized officer				
	sign here > <i>[Signature]</i>			date > 8/29/17	
	Authorized officer of taxing unit for refund applications over amount required under Section 31.11 Tax Code				
	sign here >			date >	



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Budget Office NUMBER:
DATE OF COURT MEETING: 8/29/2017
ITEM: Budget Amendments FY 16/17 48.1 - 48.6
TO: Commissioners Court
FROM: Irene Jett
DATE: 08/24/2017
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00
SOURCE OF FUNDS: Individual budget amendments specifies sources.
ACTION REQUESTED OR ALTERNATIVES: Request approval.

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
48_Coversheet.pdf	48 Coversheet	Cover Memo
48.1.pdf	48.1 Courthouse	Backup Material
48.2.pdf	48.2 Purchasing	Backup Material
48.3.pdf	48.3 Health Clinic	Backup Material
48.4.pdf	48.4 IT	Backup Material
48.5.pdf	48.5 SO	Backup Material
48.6.pdf	48.6 Budget Office	Backup Material

BRAZOS COUNTY, TEXAS**BUDGET AMENDMENT(S) FOR THE 2016-2017 BUDGET YEAR****NO. 16/17 48.1 – 48.6**

On this the 29th day of August 2017 at a regular meeting of the Commissioners' Court, the following members were present:

- A. Duane Peters, County Judge, Presiding
- B. Steve Aldrich, Commissioner, Precinct 1
- C. Sammy Catalena, Commissioner, Precinct 2
- D. Nancy Berry, Commissioner, Precinct 3
- E. Irma Cauley, Commissioner, Precinct 4
- F. Karen McQueen, County Clerk


The following proceedings were held:

THAT WHEREAS, on 29th day of August 2017 the Court heard and approved a budget amendment for the 2016-2017 budget year for Brazos County, Texas; and

WHEREAS, expenditure is necessary due to the necessity to meet unusual and unforeseen conditions which could not be reasonably included in the original budget adopted 6 September 2016, the following amendment(s) to the original budget are hereby authorized, as described on the attached page(s).

ADOPTED AND APPROVED this the 29th day of August 2017.

THE COMMISSIONERS COURT OF BRAZOS COUNTY, TEXAS.

By: 
Duane Peters, County Judge

Original: County Clerk's Office and
Attached to the original budget

**BRAZOS COUNTY, TEXAS
BUDGET AMENDMENTS
No. 16/17 - 48.1
8/29/2017**

[illegible]

nnm
8/23/2017

Date _____

Date _____

For Accounting Purposes Only						
FUND	DIV	ACCT	DR/CR	ACCOUNT NAME	Increase	Decrease
4500	63000700	80101003	CR	Courthouse Renovations		635.16
4500		91300000	DR	Transfer to General Fund	635.16	
0100		49015000	CR	Transfer fm Cap. Imp. Fund	635.16	
0100	22800100	60500000	DR	Equipment & I.T. Enhancement	317.58	
0100	11000500	60500000	DR	Equipment & I.T. Enhancement	317.58	

**BRAZOS COUNTY, TEXAS
BUDGET AMENDMENTS
No. 16/17 - 48.2
8/29/2017**

FUND	DEPARTMENT	DIVISION	CATEGORY DESCRIPTION		Increase	Decrease
General Fund	Commissioners Court	Contingency	Departmental Support			1,599.76
General Fund	Purchasing Dept.		Departmental Support		937.45	
General Fund	Purchasing Dept.		Minor Acquisitions		662.31	
Commissioners' Court and Purchasing Dept.						

Reallocation of funds to the appropriate accounts to purchase a new computer with software for the additional employee that was approved on 5/2/2017.

Date: 8/23/2017

Department Approval

Date _____

County Judge Approval

Date _____

8/29/17
Date

For Accounting Purposes Only						
FUND	DIV	ACCT	DR/CR	ACCOUNT NAME	Increase	Decrease
0100	11001500	61130000	CR	Contingency		1,599.76
0100	16500100	60211000	DR	Software - No Tag	482.44	
0100	16500100	60500000	DR	Equipment & IT Enhancement	455.01	
0100	16500100	67203000	DR	Minor Computer Hardware	662.31	

**BRAZOS COUNTY, TEXAS
BUDGET AMENDMENTS
No. 16/17 - 48.3
8/29/2017**

FUND	DEPARTMENT	DIVISION	CATEGORY DESCRIPTION		Increase	Decrease
General Permanent Improv. Fund	General Permanent Improv. Fund	Capital Projects	Capital Outlay			23,908.75
General Permanent Improv. Fund			Other Financing Sources		23,908.75	
Health & Life Fund			Other Financing Sources		23,908.75	
Health & Life Fund	Health & Life Fund	Medical Services	Departmental Support		9,075.92	
Health & Life Fund	Health & Life Fund	Medical Services	Minor Acquisitions		14,832.83	
General Capital Projects and Medical Services						

Reallocation of funds to the appropriate accounts to purchase I.T. Equipment for the Employee Health Clinic.

Date: 8/23/2017

Department Approval

Date _____

County Judge Approval

Date /

For Accounting Purposes Only						
FUND	DIV	ACCT	DR/CR	ACCOUNT NAME	Increase	Decrease
4500	63210020	80100000	CR	Elec/Med Clinic Renovate		23,908.75
4500		91330000	DR	Transfer to HLI Fund	23,908.75	
5000		49015000	CR	Transfer fm Cap. Imp. Fund	23,908.75	
5000	64005100	60211000	DR	Software - No Tag	4,317.53	
5000	64005100	60500000	DR	Equipment & IT Enhancement	4,758.39	
5000	64005100	67203000	DR	Minor Computer Hardware	12,180.65	
5000	64005100	67205000	DR	Network Cost	2,212.00	
5000	64005100	67670000	DR	Printers	440.18	

**BRAZOS COUNTY, TEXAS
BUDGET AMENDMENTS
No. 16/17 - 48.4
8/29/2017**

[illegible]

Reallocation of funds to the appropriate accounts to purchase equipment related to the IT project of relocating the Mitsubishi UPS and the replacement of 60 batteries.

Date: 8/23/2017

Department Approval

Date _____

County Judge Approval

Date /

[illegible]

8/29/2017

FUND	DEPARTMENT	DIVISION	CATEGORY DESCRIPTION		Increase	Decrease
General Fund	Commissioners Court	Contingency	Departmental Support			19,369.00
General Fund	Sheriff Administration		Departmental Support		19,369.00	
Commissioners' Court and Sheriff Administration						

Reallocation of funds to the appropriate accounts to cover for travel and utilities for the remainder of FY 18.

Date: 8/23/2017

Department Approval _____ Date _____

County Judge Approval 8/29/17
Date

For Accounting Purposes Only						
FUND	DIV	ACCT	DR/CR	ACCOUNT NAME	Increase	Decrease
0100	11001500	61130000	CR	Contingency		19,369.00
0100	28000100	61801000	DR	Travel	8,369.00	
0100	28000100	61880000	DR	Utilities	11,000.00	

8/29/2017

Commissioners' Court and Budget Office

Date:

8/23/2017

Date _____

Date 4

8/29/17

[illegible]



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Human Resources NUMBER:
DATE OF COURT MEETING: 8/29/2017
ITEM: Personnel Action Forms
TO: Commissioners Court
DATE: 08/24/2017
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

[PAF_08-29-17.doc](#)

Description

Cover Sheet

Type

Cover Memo

26

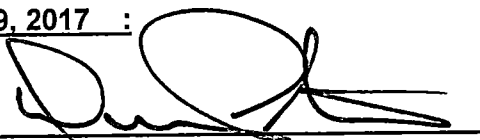
PERSONNEL
CHANGE OF STATUS REQUESTS

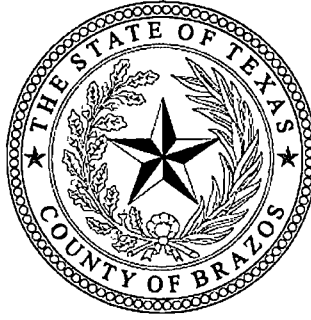
Commissioner Court Date: August 29, 2017
Department Submitting Information: Human Resources
Purpose of Submissions: Consider and Take Action on Change Requests

Department Submitting Request(s)	Employee Request Applies To	Action Requested
Constable, Precinct 2	Ortiz, Ernest R.	Separation
	Vasquez, Miguel C.	Separation
District Clerk	Stelma, John R.	Change of Status
	Sunlin, Jacob T.	Separation
District Clerk – Jury Services	Bowhay, Wendi	Employment
Juvenile Services – Detention	Gentry, Tasia A.	Employment
	Guitron, Sarah S.	Employment
	Vega, Perla B.	Employment
Juvenile Services – State Aid	Johnson, LaTasha R.	Separation
Tax Office	Chavez-Valdovinos, Berenice D.	Employment
	Lucio Reyna, Georgina O.	Separation

Approved in Commissioners' Court: August 29, 2017 :

County Judge's or Commissioner's Signature:
(This Copy to be attached to minutes)





BRAZOS COUNTY
BRYAN, TEXAS

CLAIMS

COMMISSIONERS COURT MEETING: **August 29, 2017**

CLAIM TO BE PAID BY BRAZOS COUNTY:

CLAIM # **7158821** *Thru* CLAIM # **7159002**

The Court voted unanimously to approve these Claims as submitted.

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

Duane Peters
County Judge

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

Karen McQueen
County Clerk