



## **MINUTES**

**MARCH 5, 2024**

### **BRAZOS COUNTY COMMISSIONERS COURT**

### **REGULAR MEETING**

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A regular meeting of the Commissioners' Court of Brazos County, Texas was held in the Brazos County Commissioners Courtroom in the Administration Building, 200 South Texas Avenue, in Bryan, Brazos County, Texas, beginning at 10:00 a.m. on Tuesday, March 5, 2024 with the following members of the Court present:

Duane Peters, County Judge, Presiding;  
Steve Aldrich, Commissioner of Precinct 1;  
Chuck Konderla, Commissioner of Precinct 2;  
Nancy Berry, Commissioner of Precinct 3;  
Wanda J. Watson, Commissioner of Precinct 4;  
Karen McQueen, County Clerk.

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

1. Invocation and Pledge of Allegiance
  - U.S. and Texas Flag - Judge Peters

2. Call for Citizen input and/or concerns

There was no citizen's input.

#### **Consider and take action on agenda items: 3 - 21**

3. Request approval to apply for the State and Local Cybersecurity Grant Program and approval of Resolution 24-009.

Commissioner Aldrich asked if the concerns regarding the grant have been addressed. Judge Peters stated he spoke with Chief Information Officer Eric Caldwell and saw no reason not to move forward. The Court voted unanimously to adopt Resolution 24-009. A copy of the resolution is attached.

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

4. Approval of Addendum No. 1 to Amendment No. 3 to Contract for Full Service Computerized Indexing, Optical Imaging Systems and Services for Vitals and Real Property Records with GovOs for the County Clerk's Office.

A copy of the amended contract is attached.

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

5. First Supplement to Interlocal and Funding Agreement for the Maintenance of Roads between Brazos County and Brazos County Municipal Utility District No. 1.

A copy of the amended agreement is attached.

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

6. Approval of Change Order #4 to CIP #22-515 Courthouse Security Enhancements for display cases, partial roof replacement and parts and labor for HVAC unit, increasing the total contract amount to \$1,056,591.33.

A copy of the change order with Aggieland Construction is attached.

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

7. Award of Bid #24-083 Hot Mix Asphalts. Recommended Award to the following:
  - a. Brazos Paving Items: 1, 2, 3, 4, 10
  - b. Knife River Items: 5, 6, 7, 8, 9, 16
  - c. Line item 11 will be awarded by City of College Station

The Court voted unanimously to accept the recommendation of the Purchasing Agent and awarded Bid Contract 24-083 Hot Mix Asphalts as shown above. A copy of the bid tabulation is attached.

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

8. Permission to Advertise Bid #24-103 Hydro Mulch Seeding of County Right of Ways.

Motion: Approve, Moved by Commissioner Nancy Berry, Seconded by Commissioner

Steve Aldrich. Passed. 5-0. Ayes: Aldrich, Berry, Konderla, Peters, Watson.

9. Approval of the following committee for RFP CIP #24-613 Blue Ridge Retaining Wall.
- a. Prarthana Banerji
  - b. Fred Paine
  - c. Jimmy LaFlore
  - d. Purchasing (Non-Voting)
  - e. Legal (Non-Voting)
  - f. GLS - Engineers (Non-Voting)

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

10. Permission to Advertise CIP #24-613 Blue Ridge Retaining Wall.

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

11. Approval of the following committee for RFP CIP #24-614 Brazos County Bridge Scour Repair.
- a. Prarthana Banerji
  - b. Fred Paine
  - c. Jimmy LaFlore
  - d. Purchasing (Non-Voting)
  - e. Legal (Non-Voting)
  - f. GLS - Engineers (Non-Voting)

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

12. Permission to Advertise CIP #24-614 Brazos County Bridge Scour Repair.

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

13. Request from Brazos County Municipal Utility District No. 1 and Southern Pointe LLC for acceptance of the following Southern Pointe roadways into the Brazos County Road System:
- a. Southern Pointe State Highway 6 Entrance
  - b. Southern Pointe Section 101
  - c. Southern Pointe Section 102
  - d. Southern Pointe Section 103 & 119
  - e. Southern Pointe Section 200
  - f. Southern Pointe Section 201
  - g. Southern Pointe Section 400

**Pursuant to the Interlocal and Funding Agreement For the Maintenance of**

**Roads between Brazos County and Brazos County Municipal Utility District No. 1 dated December 27, 2016, Brazos County does not assume any responsibility for the maintenance of the accepted roads.** Site is located in Precinct 1.

Commissioner Aldrich asked to clarify why the County would not be maintaining the roads. Judge Peters answered that part of the agreement for the Municipal Utility District bond is for the County to accept the roads, but the County will not provide maintenance.

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

14. Request for approval of the Final Plat of Coulter Business Park Phase 2; 17.120 Acres; Moses A. Foster Survey, A-16; City of Bryan ETJ, Brazos County, Texas. Site is located in Precinct 2.

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

15. Tax Refund Applications for the following:

**Overpayments**

- a. Accumatch - \$5,529.20
- b. NCR Corporation - \$15,617.45
- c. University Title Company - \$140.55
- d. Joseph Michael Gatens - \$37.32
- e. M Rosenstein Properties, LLC - \$10.71
- f. Manuel & Theresa's School of Hair Design - \$72.72

**Payment in Error**

- g. Verabank - \$5,463.05

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

16. Commissioners Court minutes for the following dates:

- a. February 06, 2024 - Regular Meeting
- b. February 13, 2024 - Regular Meeting
- c. February 20, 2024 - Regular Meeting
- d. February 27, 2024 - Regular Meeting
- e. February 28, 2024 - Workshop Session

Commissioner Nancy Berry thanked Cheryl Coffman, Aubrey Leggett and Katia Baeza for a fine job on the minutes.

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

17. Budget Amendments.



- FY 23/24 Budget Amendments 21.01 - 21.05

21.01 Reallocate funds for the Boonville Cemetery.  
 21.02 Reallocate funds for the American Rescue Plan Revenue Replacement Fund.  
 21.03 Reallocate funds for General Improvement Fund.  
 21.04 Reallocate funds for General Improvement Fund.  
 21.05 To recognize revenue from the TJJD-Southeast Texas Chiefs Grant Fund.

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

18. Personnel Change of Status.

- a. Employment & Separations
- b. Personnel Action Forms

A copy of the Personnel Change of Status is attached.

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

19. Payment of Claims.

Claims

8201201 - 8201331  
 9200479 - 9200536

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

20. Convene into Executive Session pursuant to Texas Government Code §551.074 to discuss the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of county personnel.

The County Judge announced the Court would consider items 22 through 26 and then return to convene into Executive Session.

Having considered the previously noted agenda items, at 10:18 a.m. the County Judge stated that the Court would convene into Executive Session as stated above.

The following individuals were asked to attend the meeting:

Cheryl Coffman, Executive Assistant  
 Ed Bull, Chief of Staff  
 Bruce Erratt, General Counsel  
 Allison Lindblade, Assistant General Counsel  
 Jennifer Salazar, Human Resources Director

Judge Darrell Booker, Justice of the Peace, Precinct 4  
Denise Ray, Justice of the Peace, Precinct 4 Court Coordinator

21. Consider and possible action on Executive Session.

At 10:44 a.m. the County Judge announced the meeting open to the public and no action was taken on the Closed Executive Session.

22. Acknowledgement of FY 2023-2024 Budget to Actuals by Fund as of February 28, 2024.

Acknowledgement of FY 2023-2024 Contingency Budget to Actuals by Fund as of February 28, 2024.

The Court acknowledged receipt of the FY 2023-2024 Budget to Actuals and the Contingency Budget to Actuals by Fund as of February 28, 2024.

23. Acknowledgement of the MUD Escrow Agreement with Brazos County Municipal Utility District No. 1.

The Court acknowledged the MUD Escrow Agreement with Brazos County Municipal Utility District No. 1.

24. Juvenile director's report on detention population.

Juvenile Director Linda Ricketson reported there are 35 juveniles in the detention center, 28 are male and 7 are female, and 35 have electronic monitors.

25. Sheriff's report on inmate population.

Chief Deputy Kevin Stuart stated there were 769 inmates in jail, 650 inmates are male, 119 are female and 47 have electronic monitors.

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

Commissioner Berry and Commissioner Aldrich requested a workshop on Public Infrastructure Districts (PIDs).

Commissioner Konderla reminded everyone to go out and vote as well as to pray for the families of Mervin Peters, Luke Ruffino, Ben White and Glen Brewer.

Commissioner Aldrich stated the Wickson Valley Gumbo Cook-Off was a great event. He requested an update on the bond referendum projects and the ARPA projects. Judge Peters stated he spoke with John Polster and he intends to provide an update in May.

Budget Officer Nina Payne announced that the Capital Improvement plans are due to the Budget Office March 15, 2024.

27. Adjourn.



The foregoing minutes of the Commissioners Court Meeting held March 5, 2024, have been examined and are approved in open Court this 9th day of April 2024, in Bryan, Brazos County, Texas .

A blue ink signature of Duane Peters, consisting of a large, stylized 'D' followed by a series of loops and a long horizontal stroke.

Duane Peters  
County Judge

A blue ink signature of Steve Aldrich, featuring a series of loops and a long horizontal stroke.

Steve Aldrich  
Commissioner, Precinct 1

A blue ink signature of Chuck Konderla, featuring a series of loops and a long horizontal stroke.

Chuck Konderla  
Commissioner, Precinct 2

A blue ink signature of Nancy Berry, featuring a series of loops and a long horizontal stroke.

Nancy Berry  
Commissioner, Precinct 3

A blue ink signature of Wanda J. Watson, featuring a series of loops and a long horizontal stroke.

Wanda J. Watson  
Commissioner, Precinct 4

Attest:

A blue ink signature of Karen McQueen, featuring a series of loops and a long horizontal stroke.

Karen McQueen  
County Clerk



FILED FOR RECORD

DATE 3-1-2024  
AT 1:39 O'CLOCK P. M  
KAREN MCQUEEN  
BRAZOS COUNTY CLERK  
By Karen McQueen

**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 MARCH 5, 2024 AT 10:00 AM IN THE  
COMMISSIONERS COURTROOM OF THE BRAZOS COUNTY  
ADMINISTRATION BUILDING, 200 S. TEXAS AVENUE, SUITE 106,  
BRYAN, TX 77803, THE PUBLIC MAY WATCH THE MEETING LIVE  
AT FACEBOOK.COM/BRAZOSCOUNTYTX**

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

**Consider and take action on agenda items: 3 - 21**

3. Request approval to apply for the State and Local Cybersecurity Grant Program and approval of Resolution 24-009.
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24. Juvenile director's report on detention population.

25. Sheriff's report on inmate population.

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

27. Adjourn.

## **PUBLIC COMMENTS**

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

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

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

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

## **INVOCATION**

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

The Commissioners Courtroom of the Brazos County Administration Building, 200 S. Texas Avenue, Suite 106, Bryan, TX 77803, THE PUBLIC MAY WATCH THE MEETING LIVE AT [FACEBOOK.COM/BRAZOSCOUNTYTX](https://www.facebook.com/brazoscountytexas) is wheelchair accessible. Handicap parking spaces are available. Any request for sign interpretive services must be made two working days before the meeting. To make arrangements, please call (979) 361-4102.

# BRAZOS COUNTY COMMISSIONER'S COURT

5 DAY OF March, 2024  
10:00 AM PM, Regular Meeting

**Name**

(PLEASE PRINT)

Cheryl Coffman  
Aubrey Leggett  
Katia Baeza  
Ashlie Peters-Bowman  
Allison Lindblade  
B. EPRAET  
DENISE RAY  
Judge Daniel Booker  
Linda Ricketson  
Chris Coffey  
Nina Payne  
Katie Conner  
TREVOR LANDDOWN  
Bob Lankin  
MIKE STREET

**Organization**

(PLEASE PRINT)

Comm. Court  
Comm. Court  
Comm. Court  
Co. Clerk's Off.  
Co. Judge  
Co. Judge  
Shaw  
Booker  
Juvenile  
Juvenile  
Budget  
Auditor  
Co. Judge  
Co Judge  
~~Booker~~



# BRAZOS COUNTY COMMISSIONER'S COURT

5<sup>th</sup> DAY OF March, 2024  
10:00 (AM/PM, Regular)

**Name**

(PLEASE PRINT)

Ignacio Contreras Jr.  
Ann Boney  
ERIC CALDWELL  
Billy Melzow  
Kevin Joyner  
Kathryn Battles  
Brian Martinez  
Kevin Stuart  
Paul Martinez  
Spencer Mags  
Katie Mock  
Marsha Anderson  
Kimberly Ruck  
Ed Bull  
Cristian Villarreal

**Organization**

(PLEASE PRINT)

BCSO  
NAACP  
BCIT  
BCIT  
BCIT  
Purchasing  
I  
BCSO  
BCSO  
Budget.  
BTID  
Co. J.  
CO Judge  
CO Judge  
Treas

BRAZOS COUNTY  
COMMISSIONER'S COURT

5<sup>th</sup> DAY OF March, 2024  
10:00 (AM)/PM, Regular

Name

(PLEASE PRINT)

Jared SoletherRaeanna MelonatyJennifer SalazarBen HolmesMELISSA BOWISPoojithana BanerjiMelanie WashingtonKaren McQueenTerrence MannDavid Hildum

Organization

(PLEASE PRINT)

B+AHRHRVSCCo. JudgeR&BCo. ClerkJP 2361<sup>st</sup>



**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 3/5/2024

ITEM: Request approval to apply for the State and Local Cybersecurity Grant Program and approval of Resolution 24-009.

TO: Commissioners Court

DATE: 02/21/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

**File Name**

**Description**

**Type**

[Grant Application Approval Form - Cybersecurity Grant.pdf](#)

Grant Application Approval Form -  
Cybersecurity Grant

Backup Material

[2024 State and Local Cybersecurity Grant Program Resolution.pdf](#)

2024 State and Local Cybersecurity Grant  
Program Resolution

Backup Material



**BRAZOS COUNTY, TEXAS  
GRANT APPLICATION APPROVAL FORM**

Date: 2/29/2024

Requesting Department: Brazos County IT Department

Grant Title: State and Local Cybersecurity Grant Program (SLCGP)

Granting Agency: The Texas Office of Governor

Amount Requested: \$ 150,000.00

Grant Term (Beg/End): 09/01/2024-08/31/2025

Project Description: Objective 3: Implement security protections commensurate with risk

Will this grant fund salary & benefits? ☐ Yes ☒ No

Is there County Match requirement? ☒ Yes ☐ No

Are there financial reporting requirements? ☒ Yes ☐ No

Who will do financial reporting? Brazos County Auditor

Are there programmatic reporting requirements? ☒ Yes ☐ No

Who will do programmatic reporting? Brazos County IT Department

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

Eric Caldwell  
Authorized Signature

Approved by Commissioners Court on this 5 day of MARCH 2024

[Signature]  
Commissioners Court Approval



## Resolution

### *2024 State and Local Cybersecurity Grant Program*

**WHEREAS** The Brazos County Commissioners Court finds it in the best interest of the citizens of Brazos County that the Brazos County State and Local Cybersecurity Grant Program (SLCGP) be operated for the 2024-2026 year; and

**WHEREAS** Commissioners Court agrees to provide applicable matching funds for the said project, if required, by the State and Local Cybersecurity Grant Program (SLCGP) application; and

**WHEREAS** Commissioners Court agrees that in the event of loss or misuse of the Texas Office of Governor (OOG) Public Safety Office (PSO) funds, the Commissioners Court assures that the funds will be returned to the Texas Office of Governor (OOG) Public Safety Office (PSO) in full.

**WHEREAS** Commissioners Court designates The Honorable Judge Duane Peters 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.

**NOW, THEREFORE, BE IT RESOLVED** that Commissioners Court approves submission of the grant application for the 2024 State and Local Cybersecurity Grant Program (SLCGP).

**PASSED AND ADOPTED** this 5 day of MARCH 2024 in Bryan, Brazos County, Texas.

A blue ink signature of Duane Peters, written in a cursive style.

Duane Peters  
County Judge

A blue ink signature of Commissioner Steve Aldrich, written in a cursive style.

Commissioner Steve Aldrich  
Precinct 1

A blue ink signature of Commissioner Chuck Konderla, written in a cursive style.

Commissioner Chuck Konderla  
Precinct 2

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

Commissioner Nancy Berry  
Precinct 3

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

Commissioner Wanda Watson  
Precinct 4



**BRAZOS COUNTY  
BRYAN, TEXAS**

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DEPARTMENT: NUMBER:

DATE OF COURT MEETING: 3/5/2024

ITEM: Approval of Addendum No. 1 to Amendment No. 3 to Contract for Full Service Computerized Indexing, Optical Imaging Systems and Services for Vitals and Real Property Records with GovOs for the County Clerk's Office.

TO: Commissioners Court

DATE: 02/22/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

<b><u>File Name</u></b>	<b><u>Description</u></b>	<b><u>Type</u></b>
<a href="#">image3231.pdf</a>	Addendum No. 1	Cover Memo



ADDENDUM NO. 1 TO  
AMENDMENT NO. 3 TO CONTRACT FOR FULL SERVICE COMPUTERIZED INDEXING,  
OPTICAL IMAGING SYSTEMS AND SERVICES FOR VITALS AND REAL PROPERTY RECORDS

This Addendum No. 1 (this "**Addendum No. 1**") is an addendum to that certain Amendment No. 3 to Contract for Full Service Computerized Indexing, Optical Imaging Systems and Services for Vitals and Real Property Records (the "**2023 Renewal Amendment**") by and between GovOS, Inc. ("**GovOS**") and Brazos County, a political subdivision of the State of Texas ("**Client**"), and is entered into as of December 31, 2023 (the "**Addendum Effective Date**"). Capitalized terms used herein without definition shall have their respective meanings assigned to them in the 2023 Renewal Amendment.

BACKGROUND:

WHEREAS, GovOS and Client entered into the 2023 Renewal Amendment, which was made effective as of December 31, 2023; and

WHEREAS, GovOS and Client desire to amend the 2023 Renewal Amendment as set forth herein.

NOW, THEREFORE, in consideration of the foregoing provisions and the mutual agreements, provisions, and covenants contained in this Addendum No. 1, the receipt, sufficiency, and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT:

1. OPEN RECORDS REQUESTS AND UPLOADS IN CLOUD RECORDS. The 2023 Renewal Amendment shall be modified by inserting the following provision as a new Section 6:

6. OPEN RECORDS REQUESTS & DATA UPLOADS IN CLOUD RECORDS. The parties hereto agree that there shall be no fees payable by Client to GovOS for: (a) open records requests ("**ORRs**") that are resolved by Client without the assistance of GovOS other than solely for purposes of downloading the requisite ORR data and delivering the same to Client; or (b) the uploading of data into Cloud Records that has been scanned/imaged and indexed by Kofile.

2. NO EFFECT ON REMAINING PROVISIONS. Except as amended by this Addendum No. 1, the provisions of the 2023 Renewal Amendment remain in full force and effect.

3. MISCELLANEOUS PROVISIONS. This Addendum No. 1 may be executed in one or more counterparts each of which shall be deemed an original instrument, but all of which taken together shall constitute one and the same contract.

*(Signatures on the following page)*



IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Addendum No. 1 with the intent to make it effective as of the Addendum Effective Date.

**GovOS, Inc.**

By: \_\_\_\_\_

Josh Stanley, CFO

**CLIENT:**

BRAZOS COUNTY

By: \_\_\_\_\_

Name: DUANE PETERS

County Judge, acting on behalf of, and by the authority of The Commissioners Court of Brazos County, Texas.

**ATTEST:**

Brazos County Clerk

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

KAREN McQUEEN  
KAREN McQUEEN

[Signature page to Addendum 1]





**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING:

3/5/2024

ITEM:

First Supplement to Interlocal and Funding Agreement for the Maintenance of Roads between Brazos County  
Municipal Utility District No. 1.

TO:

Commissioners Court

DATE:

02/23/2024

FISCAL IMPACT:

False

BUDGETED:

False

DOLLAR AMOUNT:

\$0.00

**ATTACHMENTS:**

**File Name**

[First Supplement to Interlocal and Funding Agreement for the Maintenance of Roads between Brazos County Municipal Utility District No. 1.pdf](#)

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**FIRST SUPPLEMENT TO  
INTERLOCAL AND FUNDING AGREEMENT FOR THE MAINTENANCE OF  
ROADS BETWEEN BRAZOS COUNTY AND  
BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1**

This First Supplement to the Interlocal and Funding Agreement for the Maintenance of Roads (the "Supplement") is made and entered into as of the date below by and between BRAZOS COUNTY (the County), a political subdivision of the State of Texas and BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1 (the "District") (collectively, the "Parties").

**RECITALS**

WHEREAS, the District, the County and Southern Pointe LLC (former developer within the District) entered into the Interlocal and Funding Agreement for Maintenance of Roads on December 27, 2016 (the "Agreement") in which the Parties agreed that the County would accept Roads (as defined therein) subject to the terms of the Agreement and the District is responsible for and will pay for the Maintenance of the Roads; and

WHEREAS, the Parties desire to enter into this Supplement to expand certain provisions related to the funds held by the District and escrow agent in the District's Road Maintenance Fund.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the County and the District agree as follows:

Section 1: Road Maintenance Fund. The District has created a segregated District account from legally available funds (including road maintenance taxes) pursuant to Section 1.3 of the Agreement. The District has entered into an escrow agreement with an escrow agent and the County may access the Road Maintenance Fund in the event that the District does not perform Maintenance on the Roads in accordance with the Agreement. Additionally, the District agrees to the following in connection with the Road Maintenance Fund:

- a. The District will notify the County auditor and County general counsel of any draws on the Road Maintenance Fund;
- b. The District will notify the County auditor and County general counsel of a transfer of funds to another escrow agent;
- c. The District will send a monthly bookkeepers report to the County Judge at the email address herein; and

- d. At the time that the District levies its annual ad valorem tax, the District engineer and County engineer and/or other County officials or staff will perform an annual review the District's Road Maintenance Fund to ensure that sufficient funds are held and available for Maintenance of the Roads subject to the terms of the Agreement.

Section 2: Notice. In addition to notice requirements under the Agreement, any notices required will be supplemented via email as follows:

County:                      County Judge  
  
                                    County Auditor  
  
                                    County General Counsel

District:                    astephens@abhr.com  
                                    Attn: Annette Stephens

Section 3: Supplement Amends Agreement. Parties agree that the terms of this Supplement supplements and amend the terms of the Agreement as to terms related to the Road Maintenance Fund. All terms in the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the undersigned parties have executed this Supplement as of the 5 day of MARCH, 2024.

(SIGNATURE PAGES TO FOLLOW)

COUNTY OF BRAZOS:

By: 

Name: DUANE PETERS

Title: COUNTY JUDGE

ATTEST:

By: 

Name: KAREN MCQUEEN

Title: COUNTY CLERK

BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1

By: R. Hunter Goodwin  
Name: R. Hunter Goodwin  
Title: President

ATTEST:

By: Krista A. Seigler  
Name: Krista A. Seigler  
Title: \_\_\_\_\_



**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT: Purchasing

NUMBER:

DATE OF COURT MEETING: 3/5/2024

ITEM: Approval of Change Order #4 to CIP #22-515 Courthouse Security Enhancements for display cases, partial roof replacement and parts and labor for HVAC unit, increasing the total contract amount to \$1,056,591.33.

TO: Commissioners Court

FROM: Presley Nelson

DATE: 02/27/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

<b><u>File Name</u></b>	<b><u>Description</u></b>	<b><u>Type</u></b>
<a href="#">Change Order #4 - Courthouse Security.pdf</a>	Change Order #4	Backup Material



## CHANGE ORDER

PROJECT: BRAZOS COUNTY SECURITY UPGRADES  
SUBCONTRACT No.: 22-515

CHANGE ORDER No: FOUR (4)

CONTRACT DATE: SEPTEMBER 13, 2022

DATE: FEBRUARY 26, 2024

TO: BRAZOS COUNTY  
300 E 26TH ST.  
BRYAN, TX 77803

FROM: AGGIELAND CONSTRUCTION  
PO Box 271  
WELLBORN, TX 77881

### DESCRIPTION:


• ADD NEW ROOF REPLACEMENT & REMOVAL OF EXISTING UNIT FROM CURB	\$	20,470.00
• REPLACEMENT OF LEVEL III BALLISTIC STOREFRONT FRAMES (WARRANTY ITEM)	\$	-
• NEW STANLEY SLIDING DOORS & FRAME (RIGHT-HAND SLIDER)	\$	14,539.00
• GLASS DISPLAY CASE	\$	6,350.00
• NEW HVAC REPLACEMENT UNIT	\$	29,778.00
• ELECTRICAL - RE-ROUTE OF EXISTING SERVICE TO NEW HVAC UNIT	\$	2,500.00

SUBTOTAL:	\$	73,637.00
TAX:	\$	-
TOTAL:	\$	73,637.00

PRICE: \$ 73,637.00 (INCLUDING ALL APPLICABLE TAXES)

ORIGINAL CONTRACT AMOUNT	\$	941,000.00
AMOUNT OF APPROVED CHANGE ORDERS	\$	65,933.33
AMOUNT OF APPROVED AUCs TO DATE (THRU AUC #05)	\$	(23,979.00)
AMOUNT OF THIS CHANGE ORDER (INCREASED) (DECREASED)	\$	73,637.00
NEW CONTRACT AMOUNT	\$	1,056,591.33
THE CONTRACT TIME WILL BE (INCREASED) (DECREASED)-BY		<b>(134) DAYS</b>

AGGIELAND CONSTRUCTION:

BY: 

DATE: FEBRUARY 26, 2023

TITLE: VICE PRESIDENT, CONSTRUCTION

COUNTY:

BY: 

DATE: 3/5/24

TITLE: COUNTY JUDGE

ARCHITECT:

BY: 

DATE: 2.26.24

TITLE: PRINCIPAL



PO Box 271

Wellborn, TX 77881

Bids@aggielandconstruction.com

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**CO #04: New Roof, Replace Storefront Frame, Sliding Doors, Glass Case & HVAC/Electrical**

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**Project: Brazos County Security Upgrades**

**Client: Brazos County**

**Project Location: 300 E 26<sup>th</sup> St. Bryan, TX 77803**

**Date: February 20, 2024**

*Dear Trevor Lansdown,*

*We are pleased to offer our proposal for all labor and material per the included scope listed below:*

**SCOPE INCLUSIONS:**

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**General Conditions**

- Supervision
- Insurance

**Division #07: New Roof Replacement \$20,470** (Labor – \$10,797.50 / Materials – \$6,770.75 / OH&P – \$2,901.75)

- Demo existing Modified Roof
- Install New 1" ISO Boards (taper as needed)
- Install New Cover Board
- Repair Drain Sump
- Install New Metal Edge
- Install New 2x6 Wood Blocking at Roof Curb for HVAC Unit
- Furnis and Install new Roofing Membrane Flashing as required to properly flash new HVAC Curb Extension / Adapter
- All Work to be performed in Accordance to Garland Specifications
- All Materials required to replace existing roof system over New Security Offices & Main Entry
- Includes 2yr. Contract Warranty & 20yr. Garland Roof Warranty



- Removal of Existing HVAC Unit from curb adapter to access Electrical and perform Roof Work

**Division #08: Replacement of Level III Ballistic Storefront Frames \$0.00** (Cost covered by Manufacturer's Warranty)

- Insulgard to Furnish New Level III Ballistic Storefront Frames for the West & South Elevations
- Insulgard will Fabricate New Frames per New Shop Drawings Signed & Approved on February 9, 2024
  - New Shop Drawings included revised Anchor Points locations
  - Insulgard to furnish fasteners integral with their interior baffle / frame system; sill and head connectors / fasteners to be provided by others
  - Expected Lead Time: 12 to 17 Weeks from start of Fabrication
- Aggieland Construction to Coordinate Fabrication & Delivery Times with Insulgard and Floyd's Glass for Installation

**Division #08: New Stanley Frame & Sliding Doors \$14,539** (Labor – \$3,634.75 / Materials – \$8,723.40 / OH&P – \$2,180.85)

- Original Price to Replace Existing Frame, including New Sliding Doors (Right-Hand Slide):
  - \$19,514; price noted above includes a \$4,975 credit for existing doors replaced under Stanley's Workmanship Warranty for Improper Installation
- Includes Removal of Existing Frame and Slider
- Includes Furnishing & Installation of One (1) New Ballistic Level III, Right-Hand Slide Door Package in Clear Anodized Finish with Threshold, sweeps and weather stripping as required
- Includes One (1) year Warranty for Parts & Labor
- Stanley to Reuse Existing Glazing

**Division #08: Glass Display Case \$6,350** (Labor – \$3,238.50 / Materials – \$2,159.00 / OH&P – \$952.50)

- Includes ½" Clear Tempered Glass, Hardware & Labor to Install
- Includes Shop Drawings prior to fabrication
- Includes Polished Ends
- Includes Warranty (1yr)

**Division #23: New HVAC Replacement Unit \$29,778** (Labor - \$5,253.02 / Materials – \$15,285.79 / Crane – \$4,772.50 / OH&P – \$4,466.70)

- Furnish & Install One (1) New Replacement Trane HVAC Rooftop Heat Pump Package Unit
  - Includes Emergency 17.4 KW Heat Strips
- Removal of Existing Unit to Access Electrical Service & Roof Work Performed
- Installation of New Trane Unit
  - Furnish & Install New Curb Extension, Match Existing Footprint & Duct Locations of Existing Curb Adapter / Extension
- Reconnect Condensate Drain Line & Route to the Adjacent Roof Drain
- Furnish 110-ton Crane for Lifting the Existing Unit and Installation of New Trane Unit (Includes One Crane Lift), Street Closures & Traffic Control by Others

- Includes Factory non-fused Disconnect and 110v Factory Convenience Package (Does not Increase Lead Times)

**Division #26: Electrical, Reroute Existing Service to New HVAC Unit \$2,500** (Labor – \$1530.00 / Materials – \$595.00 / OH&P – \$375.00)

- Disconnect Existing RTU ("Make Safe")
- Re-route Existing Electrical Service to New Unit per Shop Drawings & Wiring Schematic of New Unit Provided by HVAC Contractor
- Re-wire; Terminate conductors to New Unit Control Panel

#### **CLARIFICATIONS:**

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- Aggieland Construction Requests an additional 134 days to be added to our current Construction time due to lead times associated with the added electronic Lockset, card readers & associated hardware items as well as revisions to original design & increased scope of work.
- Pricing assumes work will be scheduled in an efficient manner with minimal mobilizations and will be uninterrupted once begun
- Pricing includes for the receipt and completion of a single punch list

#### **EXCLUSIONS:**

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- Anything not specifically mentioned in above scope of work.
- General permit by owner (trade permits are only permits included)
- Structural work
- Mechanical equipment (provided by owner)
- New flooring and base other than what is specified.
- Any repair of unforeseen damaged building components not SOW due to water damage or mold.
- Testing of any kind
- Engineering and Design
- Abatement
- Mold remediation
- Handling or removal of any hazardous material
- Furniture, fixtures, and equipment
- Any plumbing or electrical fixtures not in schedule
- Insulation or thermal protection
- Civil work
- Concrete
- Utilities
- Landscape or hardscape
- Parking lot striping
- Code or building signage.
- Audio Video
- Fire Alarm or Fire Suppression
- Anzel system
- Moving of furniture or any personal items

- Liquidated damages

**Add Alternate Price: \$**

**Proposed Price: \$73,637.00**

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*Thank you for the opportunity. If there is anything else we can do for you, please let us know.*



---

Megan Jones

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02/26/2024

Date

---

Authorized Signature

---

Date

\*HUB certification #1465359949900

\*JOC TAMU/SSC Service Solutions

\*JOC Choice Partners #21/039MR -01

\*Prices are good for 30 days



**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT: Purchasing

NUMBER:

DATE OF COURT MEETING: 3/5/2024

ITEM: Award of Bid #24-083 Hot Mix Asphalts. Recommended Award to the following:

- a. Brazos Paving Items: 1, 2, 3, 4, 10
- b. Knife River Items: 5, 6, 7, 8, 9, 16
- c. Line item 11 will be awarded by City of College Station

TO: Commissioners Court

FROM: Celina Nava

DATE: 02/28/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00


**ATTACHMENTS:**

<b><u>File Name</u></b>	<b><u>Description</u></b>	<b><u>Type</u></b>
<a href="#">Tabulation.pdf</a>	Bid Tabulation	Backup Material
<a href="#">Bid-Brazos_Paving_Inc.pdf</a>	Bid - BPI	Backup Material



BID TABULATION 24-083					
HOT MIX ASPHALT					
January 1, 2024 - December 31, 2024					
	Description	QTY	Larry Young Paving Inc*	Brazos Paving Inc.	Knife River
1	D-GR HMA Type D PG 64-22, 1.50" min. thick, compacted and placed in accordance with Item 340 and placed less than 1000 tons	25,000	\$12.21	\$12.50	\$13.65
	Totals	SY	\$305,250.00	\$312,500.00	\$341,250.00
	Product Name		Type D PG 64-22	Type D PG 64-22	TY-D PG 64-22
	Product Number		39417	26	39417
2	D-GR HMA Type D PG 64-22, 1.50" min. thick, compacted and placed in accordance with Item 340 and placed exceeding 1000 tons	45,000	\$11.33	\$10.20	\$10.76
	Totals	SY	\$509,850.00	\$459,000.00	\$484,200.00
	Product Name		Type D PG 64-22	Type D PG 64-22	TY-D PG 64-22
	Product Number		39417	26	39417
3	D-GR HMA Type D PG 64-22, 2.00" min. thick, compacted and placed in accordance with Item 340 and placed less than 1000 tons	1,000	\$18.19	\$20.90	\$21.60
	Totals	SY	\$18,190.00	\$20,900.00	\$21,600.00
	Product Name		Type D PG 64-22	Type D PG 64-22	TY-D PG 64-22
	Product Number		39417	26	39417
4	D-GR HMA Type D PG 64-22, 2.00" min. thick, compacted and placed in accordance with Item 340 and placed exceeding 1000 tons	1,000	\$14.66	\$15.40	\$19.70
	Totals	SY	\$14,660.00	\$15,400.00	\$19,700.00
	Product Name		Type D PG 64-22	Type D PG 64-22	TY-D PG 64-22
	Product Number		3914	26	39417
5	D-GR HMA Type C PG 64-22, 2.00" min. thick, compacted and placed in accordance with Item 340 and placed less than 1000 tons	1,000	\$17.90	\$20.50	\$19.75
	Totals	SY	\$17,900.00	\$20,500.00	\$19,750.00
	Product Name		Type C PG 64-22	Type C PG 64-22	TY-C PG 64-22
	Product Number		39410	28	39410
6	D-GR HMA Type C PG 64-22, 2.00" min. thick, compacted and placed in accordance with Item 340 and placed exceeding 1000 tons	10,000	\$14.48	\$13.85	\$13.58
	Totals	SY	\$144,800.00	\$138,500.00	\$135,800.00
	Product Name		Type C PG 64-22	Type C PG 64-22	TY-C PG 64-22
	Product Number		39410	28	39410
7	D-GR HMA Type B PG 64-22, 2.50" min. thick, compacted and placed in accordance with Item 340 and placed less than 1000 tons	1,000	\$20.52	\$23.00	\$22.37
	Totals	SY	\$20,520.00	\$23,000.00	\$22,370.00
	Product Name		Type B PG 64-22	Type B PG 64-22	TY-B PG 64-22
	Product Number		39405	29	39405
8	D-GR HMA Type B PG 64-22, 2.50" min. thick, compacted and placed in accordance with Item 340 and placed exceeding 1000 tons	10,000	\$17.34	\$16.70	\$16.38
	Totals	SY	\$173,400.00	\$167,000.00	\$163,800.00
	Product Name		Type B PG 64-22	Type B PG 64-22	TY-B PG 64-22
	Product Number		39405	29	39405
9	D-GR HMA Type B PG 64-22, 3.00" min. thick, compacted and placed in accordance with Item 340 and placed less than 1000 tons	1,000	\$23.64	\$26.35	\$25.34
	Totals	SY	\$23,640.00	\$26,350.00	\$25,340.00
	Product Name		Type B PG 64-22	Type B PG 64-22	TY-B PG 64-22
	Product Number		39405	29	39405
10	D-GR HMA Type B PG 64-22, 3.00" min. thick, compacted and placed in accordance with Item 340 and placed exceeding 1000 tons	7,000	\$20.62	\$19.30	\$20.47
	Totals	SY	\$144,340.00	\$135,100.00	\$143,290.00
	Product Name		Type B PG 64-22	Type B PG 64-22	TY-B PG 64-22
	Product Number		39405	29	39405
11	TOM-C PG 76-22, 1.00" min. thick, compacted and placed per City of College Station plans, for various locations; compacted and placed in accordance with Item 347 and placed less than 1000 tons	4,000	\$183.97	\$173.10	\$186.22
	Totals	TONS	\$735,880.00	\$692,400.00	\$744,880.00
	Product Name		TOM-C HMAc PG76-22	TOM-C	TOM-C PG 76-22
	Product Number		39422	30	39422
16	Pick Up of Hot Mix by Brazos County	100			
	a. D-GR HMA Type D		NO BID	\$84.00	\$86.30
	Totals	Tons		\$8,400.00	\$8,630.00
	b. D-GR HMA Type C		NO BID	\$84.00	\$84.20
	Totals	Tons		\$8,400.00	\$8,420.00
	c. D-GR HMA Type B		NO BID	\$82.00	\$81.05
	Totals	Tons		\$8,200.00	\$8,105.00
	Grand Totals		\$2,108,430.00	\$2,035,650.00	\$2,147,135.00
12	Milling for HMAc butt joints for overlays 0-3 inches	1,000	\$8.81	\$12.00	\$17.00
	Totals	SY	\$8,810.00	\$12,000.00	\$17,000.00
13	Milling travel lanes and shoulders for mill and fill projects 0-2 inches depth	18,000	\$1.54	\$2.50	\$2.46
	Totals	SY	\$27,720.00	\$45,000.00	\$44,280.00
14	Milling travel lanes and shoulders for mill and fill projects 2-4 inches depth	18,000	\$3.16	\$3.75	\$5.00
	Totals	SY	\$56,880.00	\$67,500.00	\$90,000.00
15	Yellow Temporary Flexible, Reflective Roadway Marker Tabs	2,000	\$1.00	\$1.50	\$2.00
		EA	\$2,000.00	\$3,000.00	\$4,000.00



17	Specific location of Supplier's plant		Knife River Corp-South Bryan, Tx plant	7601 Hwy 21 W Bryan, TX 77807	6310 State Hwy 21 West Bryan, TX
18	Time from order for delivery of materials		*	7 Working Days	7 Working Days
	Notes :		*Disqualified for non reponsive		
<div>Recommended Awards:  Brazos Paving: Items 1, 2, 3, 4, 10 Knife River : Items 5, 6,7, 8, 9, 16 Line Items 12,13,14,15 are supplemetary/ancillary pricing and not awarded per item Line Item: 11 will be awarded by City of College Station Approved by Commissioner's Court on this <u>5</u> day of <u>MARCH</u>, 2024 by holding the position of <u>COUNTY JUDGE</u></div>					



**JOINT REQUEST FOR BID**  
**BID NO. 24-083**  
**HOT MIX ASPHALTS**

**SEALED BIDS TO BE SUBMITTED BEFORE:**  
**Thursday, February 15, 2024, 2:00pm CST**

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

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

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

Company Name: Brazos Paving, Inc.

By (Print): Billy Prewitt Title: Senior V.P.

Physical Address: 7001 State Hwy 21 W, Bryan, TX 77807

Mailing Address: PO Box 714, Bryan, TX 77807

Telephone: 979-822-7005 Fax: N/A E-Mail: b.prewitt@bpitx.com

**F. REFERENCES**

Respondent(s) shall provide a list of at least three (3) references, where work comparable in quality and scope to that specified has been performed within the past five (5) years. This list should include the names, phone number and email of the company/entity for which the prior work was performed to contact these references. A negative reference may be grounds for disqualification of bid. Respondent(s) are not allowed to use Brazos County as a reference.

Company/Entity: City of College Station

Contact: Ronnie Lopez

Phone: 979-764-3437

Email: rlopez@cstx.gov

Company/Entity: City of Bryan

Contact: Eric Zaragoza

Phone: 979-209-5090

Email: ezaragoza@bryantx.gov

Company/Entity: Texas Dept. of Transportation

Contact: Rodney Ewing

Phone: 979-279-5339

Email: rodney.ewing@txdot.gov



for the duration of this bid upon agreement between the Primary and Secondary Contractors and Brazos County.

8. All pricing given that does not have rail delivery will remain firm for the term of this contract.
9. If a fuel surcharge is requested in your pricing, the fuel surcharge chart must be included in your sealed bid.

## H. QUOTATIONS

The following quantities are estimates of our anticipated purchases and will be used ONLY for tabulation purposes. The specified estimates are not guaranteed minimums. Fill in the blanks with unit prices and extensions that are firm for the entire period of this contract. Prices quoted are for the production and placement of material in accordance with specifications from supplier to jobsite.

Item #	Estimated Quantity:	Description:
1.	25,000 SY	D-GR HMA Type D PG 64-22, 1.50" min. thick, compacted and placed in accordance with Item 340
		\$ 12.50 /SY (Placement less than 1000 tons)
		Product Name: Type D PG 64-22
		Product Number: 26
2.	45,000 SY	D-GR HMA Type D PG 64-22, 1.50" min. thick, compacted and placed in accordance with Item 340
		\$ 10.20 /SY (Placement exceeding than 1000 tons)
		Product Name: Type D PG 64-22
		Product Number: 26
3.	1,000 SY	D-GR HMA Type D PG 64-22, 2.00" min. thick, compacted and placed in accordance with Item 340
		\$ 20.90 /SY (Placement less than 1000 tons)
		Product Name: Type D PG 64-22
		Product Number: 26

4.	1,000 SY	D-GR HMA Type D PG 64-22, 2.00" min. thick, compacted and placed in accordance with Item 340	
		\$ 15.40	/SY (Placement exceeding than 1000 tons)
		Product Name:	Type D PG 64-22
		Product Number:	26
5.	1,000 SY	D-GR HMA Type C PG 64-22, 2.00" min. thick, compacted and placed in accordance with Item 340	
		\$ 20.50	/SY (Placement less than 1000 tons)
		Product Name:	Type C PG 64-22
		Product Number:	28
6.	10,000 SY	D-GR HMA Type C PG 64-22, 2.00" min. thick, compacted and placed in accordance with Item 340	
		\$ 13.85	/SY (Placement exceeding than 1000 tons)
		Product Name:	Type C PG 64-22
		Product Number:	28
7.	1,000 SY	D-GR HMA Type B PG 64-22, 2.50" min. thick, compacted and placed in accordance with Item 340	
		\$ 23.-	/SY (Placement less than 1000 tons)
		Product Name:	Type B PG 64-22
		Product Number:	29
8.	10,000 SY	D-GR HMA Type B PG 64-22, 2.50" min. thick, compacted and placed in accordance with Item 340	
		\$ 16.70	/SY (Placement exceeding than 1000 tons)
		Product Name:	Type B PG 64-22
		Product Number:	29
9.	1,000 SY	D-GR HMA Type B PG 64-22, 3.00" min. thick, compacted and placed in accordance with Item 340	
		\$ 26.35	/SY (Placement less than 1000 tons)

		Product Name:	Type B PG 64-22	
		Product Number:	29	
10.	7,000 SY	D-GR HMA Type B PG 64-22, 3.00" min. thick, compacted and placed in accordance with Item 340		
		\$ 19.30	/SY (Placement exceeding than 1000 tons)	
		Product Name:	Type B PG 64-22	
		Product Number:	29	
11.	4000 TONS	TOM-C PG 76-22, 1.00" min. thick, compacted and placed per City of College Station plans, for various locations; compacted and placed in accordance with Item 347.		
		\$ 173.10	TN /SY (Placement less than 1000 tons)	
		Product Name:	TOM-C	
		Product Number:	30	
12.	1,000 SY	Milling for HMAC butt joints for overlays 0-3 inches.		
		\$ 12.-	/ SY	
13.	18,000 SY	Milling travel lanes and shoulders for mill and fill projects 0-2 inches depth.		
		\$ 2.50	/ SY	
14.	18,000 SY	Milling travel lanes and shoulders for mill and fill projects 2-4 inches depth.		
		\$ 3.75	/ SY	
15.	2000 EA	Yellow Temporary Flexible, Reflective Roadway Marker Tabs		
		\$ 1.50	/ EA	
16.	On occasion, Brazos County may have the need to do patching on various Brazos County roads. This would require small amounts of hot mix to be picked up by Brazos County trucks, 100 ton maximum per day. Brazos County is flexible on the type of mix that could be used. We are asking for a price per ton. Brazos County would call ahead and give notice for the quantity needed.			
	a.	D-GR HMA Type D	84.-	per ton
	b.	D-GR HMA Type C	84.-	per ton

	c.	D-GR HMA Type B	82.-	per ton
17.	Specific location of supplier's plant:			
	7601 Hwy 21 W, Bryan, TX 77807			
18.	Time from order for delivery of materials:		7 working Days	

**I. CERTIFICATION OF BID**

By signing the certification below, the Respondent verifies that all plans and specifications have been reviewed and are considered in the pricing attached. Prior to award, the Respondent also completes the Verification of No Delinquent Taxes or Fees form (V.T.C.A. LOCAL GOVERNMENT CODE §262.0276), Legislative Certification Form, and the Disclosure of Interested Parties (1295). These are available on the Brazos County Purchasing website. The undersigned affirms that they are duly authorized execute this contract, that this quote has not been prepared in collusion with any other vendor, and that the contents of this quote have not been communicated to any other vendor prior to the official opening of this quote.

Signed By: \_\_\_\_\_

Typed Name: Billy Prewitt

Title: Senior V.P.

Company Name: Brazos Paving, Inc.

Phone: 979-822-7605

Mailing Address: 7601 State HWY 21 W, Bryan, TX 77807

Email Address: b.prewitt@bpitx.com

Vendor Tax Identification Number: 74-2242675

**END OF BID REQUEST NO. 24-083 HOT MIX ASPHALTS**

By signing below, Brazos County agrees that this bid, 24-083 will be awarded as dictated on the associated bid tabulation sheet, to the Respondent whose name appears above and both parties agree to terms and conditions contained herein.

By: \_\_\_\_\_

Brazos County Commissioner's Court: DWANE PETERS, COUNTY JUDGE

Date: MARCH 5, 2024

Attest: \_\_\_\_\_

Brazos County Clerk: \_\_\_\_\_

KAREN MCQUEEN

THE  
**CINCINNATI CASUALTY COMPANY**  
CINCINNATI, OHIO

**Bid Bond**  
**PUBLIC CONTRACTS**

KNOW ALL MEN BY THESE PRESENTS, that we Brazos Paving, Inc. PO Box 714 Bryan, TX 77806

as Principal, hereinafter called the Principal, and THE CINCINNATI CASUALTY COMPANY, 6200 South Gilmore Road, Fairfield, Ohio 45014-5141, a corporation duly organized under the laws of the State of Ohio, as Surety, hereinafter called the Surety, are held and firmly bound unto Brazos County Purchasing Department 200 S. Texas Avenue Bryan, TX 77803

as Obligee, hereinafter called the Obligee, in the sum of 5% of Bid Amount

Dollars (\$5% of Bid Amount. ).

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Brazos County Bid No. 24-083 Hot Mix Asphalts

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal within the period specified therein for acceptance (60 days if no period is specified) and the Principal shall enter into a Contract with the said Obligee in accordance with the terms of said bid and give bond for the faithful performance thereof within the period specified (30 days if no period is specified); or if the Principal shall, in the case of failure to do so, indemnify the Obligee against any loss the Obligee may suffer directly arising by reason of such failure, not to exceed the penalty of this bond, then this obligation shall be null and void; otherwise to remain in full force and effect.

Signed and sealed this 1st day of February, 2024.

Brazos Paving, Inc.

(Principal)

(Seal)

By: 

Billy Bennett

(Title)

**THE CINCINNATI CASUALTY COMPANY**

(Seal)

By: 

Randi Metcalf

Attorney-in-Fact

THE CINCINNATI INSURANCE COMPANY  
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Vladimir Chemadurov; Rob Eppers; Michelle McCall; Russell Gourgues; Lauren Wood; Randi Meche; Lisa Marroquin and/or James R. Jackson

of Houston, Texas

their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

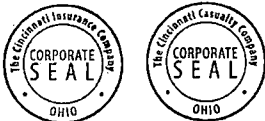
Any such obligations in the United States, up to  
Fifty Million and No/100 Dollars (\$50,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO )SS:  
COUNTY OF BUTLER )

THE CINCINNATI INSURANCE COMPANY  
THE CINCINNATI CASUALTY COMPANY

*Stephen A. Ventre*

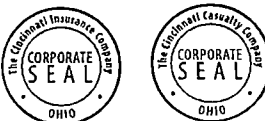
On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



*Keith Collett*  
Keith Collett, Attorney at Law  
Notary Public – State of Ohio  
My commission has no expiration date.  
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 1st day of February, 2024



*Ed H*

## TEXAS IMPORTANT NOTICE

To obtain information or make a complaint:

You may call our toll-free telephone number for information or to make a complaint at:

**1-800-635-7521**

You may also write to us at:

The Cincinnati Insurance Companies  
6200 South Gilmore Road  
Fairfield, Ohio 45014 - 5141

or      The Cincinnati Insurance Companies  
P.O. Box 145496  
Cincinnati, Ohio 45250-5496

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

**1-800-252-3439**

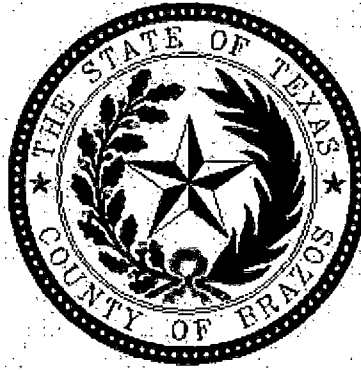
You may write the Texas Department of Insurance:

P.O. Box 149104  
Austin, TX 78714-9104  
FAX# (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

**PREMIUM OR CLAIM DISPUTES:** Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**ATTACH THIS NOTICE TO YOUR POLICY:** This notice is for information only and does not become a part or condition of the attached document.





## JOINT REQUEST FOR BID

BID NO. 24-083

HOT MIX ASPHALTS

SEALED BIDS TO BE SUBMITTED BEFORE:

Thursday, February 15, 2024, 2:00pm CST

TO THE:

BRAZOS COUNTY

PURCHASING DEPARTMENT

200 S. Texas Ave. Suite 352

Bryan, TX 77803

Phone: (979) 361-4290

Fax: (979) 361-4293

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

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

Company Name: Knife River Corp - South

By (Print): Lonnie Mitchell Title: Estimator

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

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

Telephone: 979-361-2980 Fax: 979-361-2920 E-Mail: lonnie.mitchell@kniveriver.com

Bids will be received at the Brazos County Administration Building, Purchasing Department, 200 South Texas Ave Suite 352, Bryan, Texas prior to 2:00 p.m., Thursday, February 15, 2024 at which time bids will be publicly opened and read aloud.

**A. SCOPE OF BID**

Brazos County is seeking qualified Contractor(s) to provide Hot Mix Asphalt per item 334 and 340, Texas Department of Transportation, Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges 2014. this bid request is for a one (1) year period beginning January 1, 2024 through December 31, 2024 in accordance with the following Conditions of Bidding.

**B. CONDITIONS OF BIDDING**

1. The following instructions apply to all bids and become a part of terms and conditions of any bid submitted to the Brazos County Purchasing Office, unless otherwise specified elsewhere in this bid request. All Respondent(s) are required to be informed of these terms and conditions and will be held responsible for having done so.
2. Definitions: To simplify the language throughout this bid, the following definitions shall apply:
  - a. **BRAZOS COUNTY** – Same as County.
  - b. **COMMISSIONERS COURT** – The elected officials of Brazos County, Texas given the authority to exercise such powers and jurisdiction of all County business as conferred by the State Constitution and Laws.
  - c. **CONTRACT** – An agreement between the County and a Contractor to furnish supplies and/or services over a designated period of time during which repeated purchases are made of the commodity specified.
  - d. **CONTRACTOR** – The successful Respondent(s) of this bid request.
  - e. **COUNTY** – The government of Brazos County, Texas and its authorized representative.
  - f. **SUB-CONTRACTOR** – Any contractor hired by the Contractor or supplier to furnish materials and services specified in the bid request.
  - g. **RESPONDENT** – Any supplier or vendor responding to the bid request.
3. Upon acceptance and approval by the Commissioners Court, this bid effects a working contract between Brazos County and the Contractor for the period designated.
4. Bids must be received by the Purchasing Office prior to the time and date specified. The mere fact that the bid was dispatched will not be considered; the Respondent(s) must have the bid actually delivered to and received by the Purchasing Department.

5. The County reserves the right to accept or reject in part or in whole, any bids submitted, and to waive any technicalities for the best interest of the County.
6. Brazos County shall not be responsible for any verbal communication between any employee of the County and any Respondent(s). Only written specifications and written price quotations will be considered. Respondent(s) with questions regarding the bid should submit them in writing via the Brazos Valley e-Marketplace at <https://brazosbid.ionwave.net>.
7. Brazos County reserves the right to reject any bid that does not fully respond to each specified item.
8. Respondent(s) must include Tax Identification Number for the bid to be valid.
9. Should there be a change in ownership or management; the Contract shall be canceled unless a mutual agreement is reached with the new owner or manager to continue the Contract with its present provisions and prices. This Contract is nontransferable and may not be reassigned by either party.
10. The County may cancel this Contract at any time for any reason, provided a thirty-day written notice is given.
11. The bid award shall be based on, but not necessarily limited to, the following factors:
  - a. Unit Price
  - b. Extended price
  - c. Special needs and requirements of Brazos County
  - d. Results of testing samples (if required by Brazos County)
  - e. Delivery
  - f. References
  - g. Brazos County's experience with products bid
  - h. Respondent's past performance record with Brazos County
12. Although the cost of products to be provided is an essential part of the bid, Brazos County is not obligated to award a contract on the sole basis of cost but will award to Respondent considered to be the best value to Brazos County.
13. Acceptance of merchandise, work, and/or equipment provided shall be made by the County at the sole discretion of the Commissioners Court when all terms and conditions of the Contract and specifications have been met to its satisfaction, including the submission to the County of any and all documentation as may be required.

14. Title and risk of loss of the goods shall not pass to Brazos County until the County actually accepts and takes possession of the goods at the point or points of delivery.
15. This Contract shall be governed by the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this Contract, when applicable.
16. Bids must be submitted on quantities and units of measure specified by the bid documents. In the event of errors in extended prices the unit price shall govern. Any suggested change in quantity on the part of the Respondent(s) to secure better price or delivery is welcomed and may be given consideration provided that the bidder also bids on the quantity specified.
17. Bids must specify the number of consecutive calendar days required to deliver the commodities under normal conditions. Failure to specify delivery time will be considered reason enough to cause the bid to be disregarded. Delivery time quoted will be given consideration in awarding a contract. If delivery is not made within a reasonable time of the specified delivery in the bid, the entire order or contract may be canceled, and the Contractor barred from bidding in future solicitations.
18. Bids cannot be altered after receiving time. No bid may be withdrawn after opening time without acceptable reason and with the approval of the Purchasing Agent.
19. **Bids must be submitted on this form and returned in a sealed envelope clearly marked with Respondent Name and Bid Number to ensure proper recognition upon its arrival. Bids will not be considered if submitted by telephone, fax or any other means of rapid dispatch, nor will a bid be considered if submitted to any other person or department other than specifically instructed. Bids not received prior to the expressed date and time listed in this bid will be rejected or returned unopened to the Respondent(s). Bids submitted to any other person or department other than the Brazos County Purchasing Department will not be accepted.**
20. It is the Respondent's sole responsibility to print and review all pages of the bid document, attachments, questions and responses, addenda, and special notices. The Certification of Bid Form must be completed to include full firm name, mailing address, telephone number, email address, Vendor Tax Identification number and signed by an authorized representative of the firm. Failure to provide signature on the Certification of Bid Form renders bid non-responsive. Failure to complete the submission of all required forms, including but not limited to the Reference Page, House Bill 89 & Debarment Verification form, Questionnaires (when applicable), Addenda (including revised forms), and any other specified forms or documents may be grounds for rejection of entire bid. By submitting a response to this solicitation, the Respondent(s) agrees to comply with HB

1295, Government Code 2252.908, if awarded a contract. Respondent(s) agrees to provide Brazos County the "Certificate of Interested Parties", Form 1295 as required, for renewals, amendments or extensions to the Contract.

Visit [https://ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://ethics.state.tx.us/whatsnew/elf_info_form1295.htm) for more information.

21. In the event of a needed change in the specifications sent to the bidder, it is understood that all the foregoing terms shall apply to the addendum or addenda. Any interpretation, corrections or changes to these specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Brazos County Purchasing Agent, authorized to do so by the Commissioner's Court. Addenda will be made available using the same distribution method used to post or make available the original solicitation. Bidders shall acknowledge receipt of all addenda or their proposal may be considered non-responsive.
22. It is our policy not to furnish bid results over the phone. Bid results and tabulation sheets will be posted on the Brazos Valley e-Marketplace (<https://brazosbid.ionwave.net>) after bid award by Commissioner's Court.
23. The bid specifies the number of consecutive calendar days required to reach substantial completion of the project under normal conditions. Failure to comply with completion time will be considered reason enough to enforce liquidated damages and/or cancel the contract. If the job cannot be completed within the terms of the contract as determined by Brazos County, Brazos County will suffer further loss. Contractor and Contractor's Surety shall be liable for and shall pay Owner stipulated and fixed sums, hereinafter agree to as liquidated damages, for each additional calendar day of delay past the thirty (30) days stated in the contract: Two Hundred Fifty Dollars (\$250.00). It is understood that said sum shall be considered liquidated damages and shall not be considered as a penalty against the Contractor.
24. Brazos County reserves the right to extend this Contract annually for a maximum of three (3) additional, one (1) year periods with no changes in the terms or conditions of this Contract, if agreed upon by both parties.
25. The Contractor agrees to extend prices and terms to all entities that has entered or will enter into joint purchasing inter-local cooperation agreement(s) with Brazos County.
26. Three (3) references are to be provided by Respondent. Failure to submit references may result in disqualification of bid. Brazos County department references will not be accepted.

27. Contractor shall observe and comply with all federal, state and local laws, safety, and health regulations, ordinances, and all regulations which in any manner effect conduct of the work or services being performed.
28. Any subcontracting must be approved prior to commencement of the Contract by Brazos County.
29. Any variation from the specifications in this bid document must be indicated on the bid or on a separate attachment to the bid and labeled as such.
30. Any brand name, or manufacturer's reference used is considered to be descriptive – not restrictive – and is indicative of the type and quality the County desires to purchase. Bids on similar items of like quality will be considered only if it is noted in the bid documents and accompanied by fully descriptive product literature. All substitutions will contain the same active ingredients in the same percentages or quantity of the items listed in the bid. If notation of substitution is not made, it is assumed the Respondent(s) is bidding the item specified.
31. The County does not guarantee to purchase any minimum or maximum quantities. If any quantities are listed in the bid, they are estimated quantities used for calculating purposes only.
32. In the event the Contractor is unable to furnish any item within a reasonable time after order is placed due to strikes, war or any reason beyond the Contractor's control, the County reserves the right to purchase these items from any source, without causing this Contract to be canceled.
33. Brazos County will only be required to pay for materials actually received and/or services actually provided. Brazos County shall not be required to pay for materials or services described in the contract that are not used or provided by the Contractor in completion of the Contract. This term supersedes any contradicting terms throughout the Contract and/or any attachments.
34. The Contractor should submit itemized invoices with clearly marked remittance copies to the following address:

Brazos County  
ATTN: Auditors  
P.O. Box 914  
Bryan, TX 77806

Statements of accounts will not be sufficient to warrant payment. Unless other arrangements have been made; all invoices to be paid in full within 30 days after satisfactory delivery of commodities and or services and receipt of invoice at the listed address. Checks will be made payable to the Contractor only, and shall not include sub-contractors, assignees, or any other party.

35. As a governmental subdivision, Brazos County is exempt from most types of taxes, including but not limited to sales tax, excise tax, and import duties. Such costs must not be included in bid prices. Tax Exemption Certificates can be obtained upon request from County.
36. Upon award of Contract for any commodity or materials purchased by Brazos County, the Contractor agrees to protect the County from any claim involving patent right infringement, copyright infringement, sales franchise disputes.
37. Unless otherwise specified, all items ordered from the Contractor must be new, unused, and in first class condition. Products usually packaged for commercial sale shall be furnished in proper container so as to facilitate storage and handling.
38. This bid shall be governed by the laws of the State of Texas and Potential Respondent(s) and the subsequent Contractor(s) are advised they may have disclosure requirement pursuant to Texas Local Government Code, Chapter 176. This law requires persons desiring to do business with the County to disclose any gifts that have an aggregate value in excess of \$250.00 given to any employee of the County, County Official to the County Official's family members or employment of any employee of the County, County Official or the County Official's family members during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Brazos County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.
39. Venue for any dispute, shall lie exclusively in Brazos County, Texas, notwithstanding anything to the contrary.
40. Respondent(s) understands that Brazos County is a governmental entity subject to Texas State and Federal public information statutes. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this bid and/or subsequent contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter. This provision is mandatory and may not be altered or deleted, as required by Sec. 552.372(b) of the Texas Government Code.

41. Notwithstanding any provisions contained herein, the obligations of Brazos County are expressly contingent upon the availability of funding for the obligations contained herein for the term of the contract and any extensions and renewals thereto.
42. The Contractor's work and materials shall comply with all state and federal laws, municipal ordinances, regulations, and directions of inspectors appointed by proper authorities having jurisdiction.
43. The Contractor shall perform and require all subcontractors to perform the work in accordance with applicable laws, codes, ordinances, and regulations of the State of Texas and the United States and in compliance with OSHA and other laws as they apply to its employees. In the event any of the conditions of the specifications violate the code for any industry, then such code conditions shall prevail.
44. The Contractor shall follow all applicable state and federal laws, municipal ordinances, and guidelines concerning soil erosion and sediment control throughout the Project and warranty term.

**C. SPECIAL PROVISIONS**

1. All prices shall include delivery and freight. Delivery locations may include any Brazos County roadway, county yard or facility within Brazos County. The City of College Station Public Works Department or job site within designated by the Participating Entities. Delivery times shall be Monday-Friday 7 a.m.-5:30 p.m. unless otherwise approved by Brazos County Road and Bridge and City of College Station.
2. Contractor must provide traffic control in accordance with the latest edition of the TMUTCD. Traffic control is considered subsidiary to the items of the contract.
3. Safety Data Sheets must be furnished at the time of delivery as specified by the State and Federal Regulations (IF APPLICABLE).
4. Quantities listed are estimated for tabulation purposes only and are not guaranteed minimums.
5. Bid will be awarded by either individual item or total cost, dependent upon which would be most cost effective to the Participating Entities.
6. Contractor shall provide sample of each item specified in Section G Specifications and described in Section H Quotations, for evaluation of quality. Samples shall be prepared in accordance with the specification here-in. Participating Entities reserve the right to



decide if items offered are equivalent to that specified. Participating Entities decision will be final

7. Participating Entities reserve the right to request additional samples of products listed in the bid at any time. If a sample request is made after bids and original samples are received, additional samples requested shall be received within five (5) working days of.

**D. INSURANCE REQUIREMENTS**

1. The Contractor shall instruct his insurance agent or carrier to furnish to the County a Certificate of Insurance attesting to the issuance of the following parts of this section. Please note that such Certificates of Insurance and any required bonds must be issued and then approved by Brazos County Risk Management. The Certificate of Insurance must be approved by Risk Management before any deliveries can be made.
2. The Contractor shall furnish and keep in full force the following insurance during the term of this Contract:
3. Statutory Workmen's Compensation or \$1,000,000 Employer's Liability Insurance with waiver of subrogation.
4. General Liability with limits for bodily injury and for property damages of not less than \$1,000,000 aggregate, \$500,000 each occurrence with Brazos County named as an additional insured and waiver of subrogation.
  - a. Commercial Automotive Liability with \$500,000 CSL for Bodily Injury and Property Damage Liability with Brazos County named as additional insured.
  - b. Cargo Insurance to sufficiently cover materials transported.
5. All of the aforementioned policies and Certificates of Insurance should be issued immediately after the Contractor receives notification of award.
6. The Contractor agrees to release and hold harmless Brazos County from any and all claims and liability due to the acts of the Contractor's employees and the operation of his equipment. The Contractor also agrees to hold harmless Brazos County from any and all expenses, including attorney fees, incurred by Brazos County in litigation or otherwise resisting such claims or liabilities as a result of the Contractor's employees' activities. Further, the Contractor agrees to protect, indemnify and hold harmless Brazos County from and against all claims, demands and causes of action of every kind and character brought by any employees of the Contractor against Brazos County due to personal injuries and/or death to such employee resulting from any neglect act, by either commission or omission on the part of the Contractor or Brazos County.

**E. BONDING REQUIREMENTS**

1. All respondent(s) must submit, with proposal, a cashier's certified check for at least five percent (5%) of the total bid price, payable to the order of both Participating Entities or a Bid Bond in the same amount issued by a surety, acceptable to the Participating Entities, authorized to do business in the State of Texas, as a guarantee that the bidder will do the work described herein at the rates stated herein. Unsuccessful respondent(s) Cashier Check's or Certified Check will be returned after a written request to do so have been received by the Purchasing Agents of the Participating Entities.
2. The successful respondent(s) must provide to the Participating Entities, a performance bond and payment bond, each in the amount of one hundred percent (100%) of the total contract sum within ten (10) calendar days after receipt of notification of bid award. Such bonds shall be executed by a corporate surety duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas and licensed in the State of Texas to issue surety bonds with a Best Rating "A" or better. THE PARTICIPATING ENTITIES RESERVES THE RIGHT TO ACCEPT OR REJECT ANY SURETY COMPANY PROPOSED BY THE RESPONDENT(S). IN THE EVENT THE PARTICIPATING ENTITIES REJECTS THE PROPOSED SURETY COMPANY THE RESPONDENT(S) WILL BE AFFORDED FIVE (5) ADDITIONAL DAYS TO SUBMIT THE REQUIRED BONDS ISSUED BY A SURETY COMPANY ACCEPTABLE TO THE PARTICIPATING ENTITIES.

**F. REFERENCES**

Respondent(s) shall provide a list of at least three (3) references, where work comparable in quality and scope to that specified has been performed within the past five (5) years. This list should include the names, phone number and email of the company/entity for which the prior work was performed to contact these references. A negative reference may be grounds for disqualification of bid. Respondent(s) are not allowed to use Brazos County as a reference.

Company/Entity: TxDOT - Bryan District  
 Contact: James Robbins  
 Phone: 979-778-6233  
 Email: James.Robbins@txdot.gov

Company/Entity: TxDOT - Bryan District  
 Contact: James Krcamer  
 Phone: 979-836-9359  
 Email: James.Krcamer@txdot.gov

Company/Entity: TxDOT - Waco District  
 Contact: Stephen Kasberg  
 Phone: 254-939-3778  
 Email: Stephen.Kasberg@txdot.gov

## G. SPECIFICATIONS

1. Items herein described as Dense-Graded Hot-Mix Asphalt (D-GR HMA) placed at directed locations shall meet or exceed 2014 Texas Department of Transportation Standard Specification Item 340. All materials, equipment, and facilities used for the production, delivery, and placement of items herein described will be subject to inspection, sampling and/or testing by Brazos County to verify compliance with Item 340. Contractor shall provide a complete mix design report with verification testing results of each mix type for approval prior to work being performed.
2. Items otherwise described as Thin Overlay Mixtures (TOM) placed at directed locations shall meet or exceed 2014 Texas Department of Transportation Standard Specification Item 347. This item will be subject to testing by the City of College Station and Contractor in accordance with Table 4 of the Specification.
3. Contractor will provide all traffic control. All signs, lights and barricades shall be in accordance with The Texas Manual on Uniform Traffic Control Devices, latest edition.
4. To maintain the temperature of the hot mix at an adequate level, the plant must be located within 25 miles of the Brazos County Road and Bridge Department.
5. Milling must be performed in accordance with 2014 Texas Department of Transportation Standard Specification Item 305. Asphalt Pavement will be salvaged to the limits and depths directed by the County. Brazos County retains ownership of the reclaimed asphalt material. Contractor will deliver the salvaged asphalt pavement material to a location as directed and not to exceed 10 miles from the project. This Item will be measured by the square yare in its original location.
6. Temporary Flexible, Reflective Roadway Marker Tabs will be placed in accordance with 2014 Texas Department of Transportation Specification Item 662 and the TMUTCD.
7. **This applies to rail delivery only.** Due to rapidly fluctuating costs associated with rail delivery of Aggregate Products, this bid can be reviewed quarterly. At the request of the awarded Suppliers(s), after the first 60 calendar days of each quarter, the Primary and Secondary Contractor(s), if applicable, along with Brazos County, will evaluate the awarded bid price. Contractor will be responsible for initiating any change in price and providing proof of the increase in cost. If the pricing is still agreeable to the Contractor(s) and/or Brazos County, the bid will continue to be in place for the following quarter. If the pricing is not acceptable by either the Contractor(s) or Brazos County, the contract will be cancelled, and the items will be listed for bid again. At any given time, a price may be set

for the duration of this bid upon agreement between the Primary and Secondary Contractors and Brazos County.

8. All pricing given that does not have rail delivery will remain firm for the term of this contract.
9. If a fuel surcharge is requested in your pricing, the fuel surcharge chart must be included in your sealed bid.

## H. QUOTATIONS

The following quantities are estimates of our anticipated purchases and will be used ONLY for tabulation purposes. The specified estimates are not guaranteed minimums. Fill in the blanks with unit prices and extensions that are **firm** for the entire period of this contract. Prices quoted are for the production and placement of material in accordance with specifications from supplier to jobsite.

Item #	Estimated Quantity:	Description:
1.	25,000 SY	D-GR HMA Type D PG 64-22, 1.50" min. thick, compacted and placed in accordance with Item 340
		\$ <b>13.65</b> /SY (Placement less than 1000 tons)
		Product Name: <b>Ty-D PG 64-22</b>
		Product Number: <b>39417</b>
2.	45,000 SY	D-GR HMA Type D PG 64-22, 1.50" min. thick, compacted and placed in accordance with Item 340
		\$ <b>10.76</b> /SY (Placement exceeding than 1000 tons)
		Product Name: <b>Ty-D PG 64-22</b>
		Product Number: <b>39417</b>
3.	1,000 SY	D-GR HMA Type D PG 64-22, 2.00" min. thick, compacted and placed in accordance with Item 340
		\$ <b>21.60</b> /SY (Placement less than 1000 tons)
		Product Name: <b>Ty-D PG 64-22</b>
		Product Number: <b>39417</b>

4.	1,000 SY	D-GR HMA Type D PG 64-22, 2.00" min. thick, compacted and placed in accordance with Item 340	
		\$ 19.70	/SY (Placement exceeding than 1000 tons)
		Product Name:	Ty-D PG 64-22
		Product Number:	39417
5.	1,000 SY	D-GR HMA Type C PG 64-22, 2.00" min. think, compacted and placed in accordance with Item 340	
		\$ 19.75	/SY (Placement less than 1000 tons)
		Product Name:	Ty-C PG 64-22
		Product Number:	39410
6.	10,000 SY	D-GR HMA Type C PG 64-22, 2.00" min. thick, compacted and placed in accordance with Item 340	
		\$ 13.58	/SY (Placement exceeding than 1000 tons)
		Product Name:	Ty-C PG 64-22
		Product Number:	39410
7.	1,000 SY	D-GR HMA Type B PG 64-22, 2.50" min. think, compacted and placed in accordance with Item 340	
		\$ 22.37	/SY (Placement less than 1000 tons)
		Product Name:	Ty-B PG 64-22
		Product Number:	39405
8.	10,000 SY	D-GR HMA Type B PG 64-22, 2.50" min. thick, compacted and placed in accordance with Item 340	
		\$ 16.38	/SY (Placement exceeding than 1000 tons)
		Product Name:	Ty-B PG 64-22
		Product Number:	39405
9.	1,000 SY	D-GR HMA Type B PG 64-22, 3.00" min. think, compacted and placed in accordance with Item 340	
		\$ 25.34	/SY (Placement less than 1000 tons)

		Product Name:	Ty-B PG 64-22	
		Product Number:	39405	
10.	7,000 SY	D-GR HMA Type B PG 64-22, 3.00" min. thick, compacted and placed in accordance with Item 340		
		\$ 20.47	/SY (Placement exceeding than 1000 tons)	
		Product Name:	Ty-B PG 64-22	
		Product Number:	39405	
11.	4000 TONS	TOM-C PG 76-22, 1.00" min. thick, compacted and placed per City of College Station plans, for various locations; compacted and placed in accordance with Item 347.		
		\$ 186.22	/SY (Placement less than 1000 tons)	
		Product Name:	TOM-C PG 76-22	
		Product Number:	39422	
12.	1,000 SY	Milling for HMA butt joints for overlays 0-3 inches.		
		\$ 17.00	/SY	
13.	18,000 SY	Milling travel lanes and shoulders for mill and fill projects 0-2 inches depth.		
		\$ 2.46	/SY	
14.	18,000 SY	Milling travel lanes and shoulders for mill and fill projects 2-4 inches depth.		
		\$ 5.00	/SY	
15.	2000 EA	Yellow Temporary Flexible, Reflective Roadway Marker Tabs		
		\$ 2.00	/EA	
16.	On occasion, Brazos County may have the need to do patching on various Brazos County roads. This would require small amounts of hot mix to be picked up by Brazos County trucks, 100 ton maximum per day. Brazos County is flexible on the type of mix that could be used. We are asking for a price per ton. Brazos County would call ahead and give notice for the quantity needed.			
	a.	D-GR HMA Type D	\$ 86.30	per ton
	b.	D-GR HMA Type C	\$ 84.20	per ton

	c.	D-GR HMA Type B	<del>\$</del> 81.05	per ton
17.	Specific location of supplier's plant:			
	6310 State Hwy 21 West			
	Bryan, Texas 77807			
18.	Time from order for delivery of materials:		7 working days	



**I. CERTIFICATION OF BID**

By signing the certification below, the Respondent verifies that all plans and specifications have been reviewed and are considered in the pricing attached. Prior to award, the Respondent also completes the Verification of No Delinquent Taxes or Fees form (V.T.C.A. LOCAL GOVERNMENT CODE §262.0276), Legislative Certification Form, and the Disclosure of Interested Parties (1295). These are available on the Brazos County Purchasing website. The undersigned affirms that they are duly authorized execute this contract, that this quote has not been prepared in collusion with any other vendor, and that the contents of this quote have not been communicated to any other vendor prior to the official opening of this quote.

Signed By: 

Typed Name: PEGGY S. REBSTOCK Title: Regional Controller & Asst Secretary

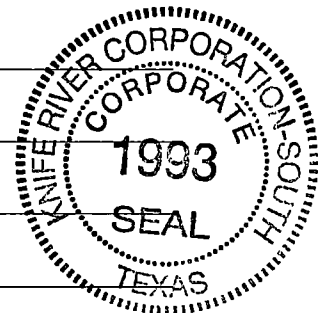
Company Name: Knife River Corporation - South

Phone: 979-361-2900

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

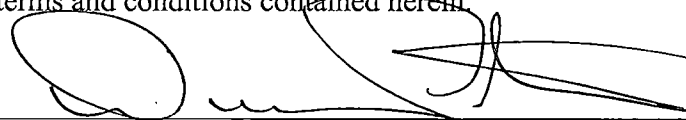
Email Address: lannie.mitchell@knife river.com

Vendor Tax Identification Number: 17426567610




**END OF BID REQUEST NO. 24-083 HOT MIX ASPHALTS**

By signing below, Brazos County agrees that this bid, 24-083 will be awarded as dictated on the associated bid tabulation sheet, to the Respondent whose name appears above and both parties agree to terms and conditions contained herein

By: 

Brazos County Commissioner's Court: DUANE PETERS, COUNTY JUDGE

Date: MARCH 5, 2024

Attest: 

Brazos County Clerk: KAREN McQUEEN

The following items should be completed and included in your bid submission. Failure to include these items will disqualify your bid.

- ☒ **References (Section F)**
- ☒ **Quotations (Section H)**
- ☒ **All Addendums (if applicable)**
- ☒ **Certification of Bid (Section I)**

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

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

### SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company  
175 Berkeley Street  
Boston, MA 02116

### Mailing Address for Notices

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

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

### OWNER:

(Name, legal status and address)

Brazos County & City of College Station  
200 S. Texas Ave. P.O. Box 9960  
Bryan, TX 77803 College Station, TX 77842

**BOND AMOUNT:** Five Percent of Amount Bid (5%)

### PROJECT:

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

Hot Mix Asphalts, Bid No. 24-083

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 7th day of February, 2024.

Janice Mitchell  
(Witness)

Haley P. Long  
(Witness)

Knife River Corporation - South  
(Principal) (Seal)

By: Ryan S. Hubbard  
(Title) Registrar Controller & Asst Secretary

Liberty Mutual Insurance Company  
(Surety) (Seal)

By: Heather R. Goedtel  
(Title) Attorney-in-Fact



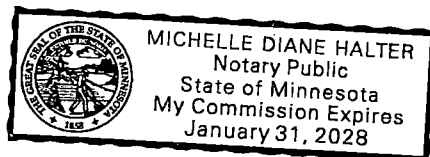
# Surety Acknowledgment

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State of Minnesota }  
County of Hennepin } ss.

On this 7th day of February 2024, before me personally came Heather R. Goedtel, to me known, who being by me duly sworn, did depose and say that she is the Attorney-in-Fact of Liberty Mutual Insurance Company described in and which executed the above instrument; that she knows the seal of said corporation; that the seal affixed to said instruments is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that she signed her name to it by like order.

Michelle Diane Halter  
Notary Public





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

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

Certificate No: **8209239-190003**

## POWER OF ATTORNEY

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Blake S. Bohlig; Brian D. Carpenter; Craig Olmstead; Erik T. Gunkel; Haley Pflug; Heather R. Goedtel; Jessica Hoff; Kelly Nicole Enghauser; Laurie Pflug; Michelle Halter; Michelle Ward; Nicole Langer

all of the city of Bloomington state of MN each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of January, 2023.



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

By: David M. Carey  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 12th day of January, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Companies this 7th day of February, 2024.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



**ATTACHMENTS:**

**Type**



# Brazos County Purchasing Department

---

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

## BRAZOS COUNTY BID/RFP/RFQ DOCUMENTATION SHEET

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

DATE: March 5, 2024

BID NUMBER: 24-103

TITLE: Hydro Mulch Seeding of County Right of Ways

REQUESTING DEPARTMENT: Road & Bridge

APPROVAL SIGNATURE: \_\_\_\_\_

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

Duane Peters, County Judge

DATE APPROVED: MARCH 5, 2024



NUMBER:

3/5/2024

- a. Prarthana Banerji
- b. Fred Paine
- c. Jimmy LaFlore
- d. Purchasing (Non-Voting)
- e. Legal (Non-Voting)
- f. GLS - Engineers (Non-Voting)

Commissioners Court

Kaitlyn Battles

02/28/2024

False

False

\$0.00

**ATTACHMENTS:**

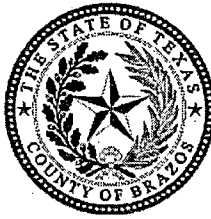
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### Description

**Type**

No Attachments Available





**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT: Purchasing

NUMBER:

DATE OF COURT MEETING: 3/5/2024

ITEM: Approval of the following committee for RFP CIP #24-613 Blue Ridge Retaining Wall.

- a. Prarthana Banerji
- b. Fred Paine
- c. Jimmy LaFlore
- d. Purchasing (Non-Voting)
- e. Legal (Non-Voting)
- f. GLS - Engineers (Non-Voting)

TO: Commissioners Court

FROM: Kaitlyn Battles

DATE: 02/28/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

File Name

Description

Type

No Attachments Available

**APPROVED**

Duane Peters  
County Judge

3/5/24  
Date



**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT: Purchasing

NUMBER:

DATE OF COURT MEETING: 3/5/2024

ITEM: Permission to Advertise CIP #24-613 Blue Ridge Retaining Wall.

TO: Commissioners Court

FROM: Kaitlyn Battles

DATE: 02/28/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

**File Name**

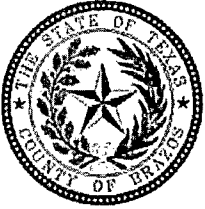
**Description**

**Type**

[Request to Advertise.pdf](#)

Request to Advertise

Backup Material



# Brazos County Purchasing Department

---

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

## BRAZOS COUNTY BID/RFP/RFQ DOCUMENTATION SHEET

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

DATE: March 5, 2024

RFP NUMBER: CIP 24-613

TITLE: Blue Ridge Retaining Wall

REQUESTING DEPARTMENT: Road & Bridge

APPROVAL SIGNATURE: \_\_\_\_\_

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

Duane Peters, County Judge

DATE APPROVED: MARCH 5, 2024



**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT: Purchasing NUMBER:

DATE OF COURT MEETING: 3/5/2024

ITEM: Approval of the following committee for RFP CIP #24-614 Brazos County Bridge Scour Repair.

- a. Prarthana Banerji
- b. Fred Paine
- c. Jimmy LaFlore
- d. Purchasing (Non-Voting)
- e. Legal (Non-Voting)
- f. GLS - Engineers (Non-Voting)

TO: Commissioners Court

FROM: Kaitlyn Battles

DATE: 02/28/2024

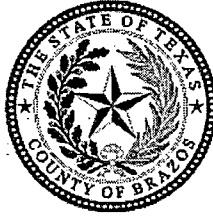
FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

<u>File Name</u>	<u>Description</u>	<u>Type</u>
No Attachments Available		



**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT: Purchasing

NUMBER:

DATE OF COURT MEETING: 3/5/2024

ITEM: Approval of the following committee for RFP CIP #24-614 Brazos County Bridge Scour Repair.

- a. Prarthana Banerji
- b. Fred Paine
- c. Jimmy LaFlore
- d. Purchasing (Non-Voting)
- e. Legal (Non-Voting)
- f. GLS - Engineers (Non-Voting)

TO: Commissioners Court

FROM: Kaitlyn Battles

DATE: 02/28/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

**File Name**

**Description**

**Type**

No Attachments Available

**APPROVED**

Duane Peters  
County Judge

3/5/24  
Date



**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT: Purchasing

NUMBER:

DATE OF COURT MEETING: 3/5/2024

ITEM: Permission to Advertise CIP #24-614 Brazos County Bridge Scour Repair.

TO: Commissioners Court

FROM: Kaitlyn Battles

DATE: 02/28/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

**File Name**

**Description**

**Type**

[Request to Advertise.pdf](#)

Request to Advertise

Backup Material



# Brazos County Purchasing Department

---

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

## BRAZOS COUNTY BID/RFP/RFQ DOCUMENTATION SHEET

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

DATE: March 5, 2024

RFP NUMBER: CIP 24-614

TITLE: Brazos County Bridge Scour Repair

REQUESTING DEPARTMENT: Road & Bridge

APPROVAL SIGNATURE: \_\_\_\_\_

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

Duane Peters, County Judge

DATE APPROVED: MARCH 5, 2024



**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT:

Road and Bridge

NUMBER:

CC2024 Southern Pointe Road  
Acceptance- SH 6 Entrance,  
Sections 101, 102, 103&119, 200,  
201 and 400

DATE OF COURT MEETING:

3/5/2024

ITEM:

Request from Brazos County Municipal Utility District No. 1 and Southern Pointe LLC for acceptance of the following Southern Pointe roadways into the Brazos County Road System:

- a. Southern Pointe State Highway 6 Entrance
- b. Southern Pointe Section 101
- c. Southern Pointe Section 102
- d. Southern Pointe Section 103 & 119
- e. Southern Pointe Section 200
- f. Southern Pointe Section 201
- g. Southern Pointe Section 400

**Pursuant to the Interlocal and Funding Agreement For the Maintenance of Roads between Brazos County and Brazos County Municipal Utility District No. 1 dated December 27, 2016, Brazos County does not assume any responsibility for the maintenance of the accepted roads.** Site is located in Precinct 1.

TO:

Commissioners Court

FROM:

Karen Tyler

DATE:

02/28/2024

FISCAL IMPACT:

False

BUDGETED:

False

DOLLAR AMOUNT:

\$0.00

**ATTACHMENTS:**

**File Name**

**Description**

**Type**

[Southern Pointe SH 6 Entrance.pdf](#)

Southern Pointe SH 6 Entrance Required Documents

Backup Material

[Southern Pointe Section 101 Required Documents.pdf](#)

Southern Pointe Section 101 Required Documents

Backup Material

[Southern Pointe Section 102 Required Documents.pdf](#)

Southern Pointe Section 102 Required Documents

Backup Material

[Southern Pointe Sections 103 119 Required Documents.pdf](#)

Southern Pointe Sections 103 & 119 Required Documents

Backup Material

[Southern Pointe Section 200 Required Documents.pdf](#)

Southern Pointe Section 200 Required Documents 200

Backup Material

[Southern Pointe Section 201 Required Documents.pdf](#)

Southern Pointe Section 201 Required Documents

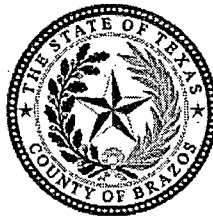
Backup Material

[Southern Pointe Section 400 Required Documents.pdf](#)

Southern Pointe Section 400 Required Documents

Backup Material





**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT:

Road and Bridge

NUMBER:

CC2024 Southern Pointe Road  
Acceptance- SH 6 Entrance,  
Sections 101, 102, 103&119, 200,  
201 and 400

DATE OF COURT MEETING: 3/5/2024

ITEM: Request from Brazos County Municipal Utility District No. 1 and Southern Pointe LLC for acceptance of the following Southern Pointe roadways into the Brazos County Road System:

- a. Southern Pointe State Highway 6 Entrance
- b. Southern Pointe Section 101
- c. Southern Pointe Section 102
- d. Southern Pointe Section 103 & 119
- e. Southern Pointe Section 200
- f. Southern Pointe Section 201
- g. Southern Pointe Section 400

**Pursuant to the Interlocal and Funding Agreement For the Maintenance of Roads between Brazos County and Brazos County Municipal Utility District No. 1 dated December 27, 2016, Brazos County does not assume any responsibility for the maintenance of the accepted roads. Site is located in Precinct 1.**

TO: Commissioners Court

FROM: Karen Tyler

DATE: 02/28/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

<b><u>File Name</u></b>	<b><u>Description</u></b>	<b><u>Type</u></b>
Southern_Pointe_SH_6_Entrance.pdf	Southern Pointe SH 6 Entrance Required Documents	Backup Material
Southern_Pointe_Section_101_Required_Documents.pdf	Southern Pointe Section 101 Required Documents	Backup Material
Southern_Pointe_Section_102_Required_Documents.pdf	Southern Pointe Section 102 Required Documents	Backup Material
Southern_Pointe_Sections_103___119_Required_Documents.pdf	Southern Pointe Sections 103 & 119 Required Documents	Backup Material
Southern_Pointe_Section_200_Required_Documents.pdf	Southern Pointe Section 200 Required Documents 200	Backup Material
Southern_Pointe_Section_201_Required_Documents.pdf	Southern Pointe Section 201 Required Documents	Backup Material
Southern_Pointe_Section_400_Required_Documents.pdf	Southern Pointe Section 400 Required Documents	Backup Material

**APPROVED**

Duane Peters  
County Judge

3/5/24  
Date



Name of Project: Brazos County Municipal Utility District No. 1  
Probable Costs of Pavement Repairs

CI Job No. 2021100-BC1

Consulting Engineer: Costello, Inc.  
2107 CityWest Blvd., 3<sup>rd</sup> Floor  
Houston, Texas 77042

---

I certify that the attached estimate of the probable repair costs for concrete pavement constructed within Brazos County MUD No. 1, has been prepared based on current market conditions and material costs. Additionally, the breakdown accounts for the quantity of repairs which are typical of concrete pavement during a 10 year period of time for which the concrete is in use.

Sincerely,  
**Costello, Inc.**  
Brazos County MUD No 1  
District Engineer

A handwritten signature in blue ink, appearing to read "Guy L. Humphrey".

Guy L. Humphrey, P.E.  
Division Manager – Land Development

**Brazos MUD No. 1 - Estimate of Probable Pavement Repair Costs**

**SP 101**

Eldora Drive	805 6"	\$7.53	\$6,061.65
Pocono Drive	805 6"	\$7.53	\$6,061.65
Patriot Drive	415 6"	\$7.53	\$3,124.95
			<u><b>\$15,248.25</b></u>

**SP102**

Patriot Drive	555 6"	\$7.53	\$4,179.15
Talladega Dr	415 6"	\$7.53	\$3,124.95
Wilksboro Dr.	415 6"	\$7.53	\$3,124.95
			<u><b>\$10,429.05</b></u>

**SP 103 and 119**

Patriot Drive	845 6"	\$7.53	\$6,362.85
Daytona Drive	415 6"	\$7.53	\$3,124.95
Rockford Drive	415 6"	\$7.53	\$3,124.95
Southern Cross Drive	415 6"	\$7.53	\$3,124.95
			<u><b>\$9,374.85</b></u>

**SP 200**

Darlington Ave	3500 8"	\$12.42	\$43,470.00
			<u><b>\$43,470.00</b></u>

**SP Entrance**

SP Parkway	1762 8"	12.42	\$21,884.04
Mather Pkwy	300 8"	12.42	\$3,726.00
			<u><b>\$25,610.04</b></u>

**SP 201**

Mather Pkwy	860 8"	12.42	\$10,681.20
Natchez Drive	698 6"	7.53	\$5,255.94
Kennesaw Drive	776 6"	7.53	\$5,843.28
Patriot Drive	852 6"	7.53	\$6,415.56
			<u><b>\$17,514.78</b></u>

Total Projected 10 year Maintenance Costs (Projects outside of 1 year)	<b>\$121,646.97</b>
<b>Projected 10 Year Annual Cost</b>	<b>\$12,164.70</b>
Projected 10 Year Monthly Cost	\$1,216.47



150 Venture Drive, Suite 100  
College Station, Texas 77845-4514  
Tel: 979.731.8000  
Fax: 979.846.2893  
[www.jonescarter.com](http://www.jonescarter.com)

February 25, 2021

Board of Directors  
Brazos County Municipal Utility District No. 1  
c/o Allen Boone Humphries Robinson, LLP  
3200 Southwest Fwy., Suite 2600  
Houston, TX 77027

Attn: Mr. Steve Robinson

Re: Construction of Paving and Drainage Facilities for Southern Pointe SH 6 Entrance  
Brazos County Municipal Utility District No. 1  
Future Bond Issue - Amount Undetermined  
TIN No. 47-2890676

Dear Directors:

Enclosed is Progress Payment Request No. 2 & Final from Greens Prairie Investors, Ltd. for the referenced project. The estimate is in order and we recommend payment in the amount of \$826,371.18 to Greens Prairie Investors.

Also enclosed is Construction Progress Report No. 2, which is submitted in accordance with Texas Commission on Environmental Quality Rule No. 293.62. This report covers construction activities for the referenced project during the period June 4, 2020 to February 2, 2021.

Sincerely,

  
Alex S. Pfefferkorn, PE, CFM

DMW/cnf

K:\13421\13421-0015-00 Southern Pointe - Section 200\3 Construction Phase\Contract Documents\Pay Estimates\SH6 Entrance\13421-0015-00 EST LETTER.docx

Enclosure

cc: Greens Prairie Investors, Ltd.  
Mr. Bill Mather – BV Southern Pointe Development, Inc.  
Texas Commission on Environmental Quality – Waco

# CONSTRUCTION PROGRESS REPORT FOR PROGRESS PAYMENT #2 & FINAL

PROJECT: Construction of Paving and Drainage Facilities for Southern Pointe SH 6 Entrance

CONTRACT DATES

OWNER: BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1

JOB NO.: 13421-0015-00

CONTRACTOR: Green Prairie Investors, LTD.

	FROM	TO
ORIGINAL	April 28, 2020	July 9, 2020
REVISED	April 28, 2020	July 9, 2020
THIS EST	June 5, 2020	February 2, 2021

## GENERAL

Frequency of Observations: Complete

Problems: Issued Certificate of Substantial Completion

## MATERIALS ON HAND

	THIS ESTIMATE	PREVIOUS ESTIMATE	TOTAL TO DATE
Stored	\$ -	\$ -	\$ -
Placed	\$ -	\$ -	\$ -
<b>TOTAL MATERIALS ON HAND</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

## CONTRACT MODIFICATIONS

DESCRIPTION	DAYS	VALUE
Change Order No. 1	0	\$ 26,122.18
Final Quantity Adjustments	0	\$ 389.00
<b>TOTAL DAYS</b>	<b>0</b>	<b>TOTAL CONTRACT MODIFICATIONS \$ 26,511.18</b>

## PROGRESS PAYMENT SUMMARY

	THIS ESTIMATE	PREVIOUS ESTIMATE	TOTAL TO DATE
0 Impact Days Requested this Pay Period	\$ 796,613.68	\$ 297,575.00	\$ 1,094,188.68
0 Impact Days Approved this Pay Period			
0 Impact Days Approved to Date			
0 Change Order Days			
0 Total Change Order & Impact Days			
<b>SUBTOTAL (LINE ITEMS)</b>	<b>\$ 796,613.68</b>	<b>\$ 297,575.00</b>	<b>\$ 1,094,188.68</b>
<b>(INCLUDING CONTRACT MODIFICATIONS)</b>			
<b>TOTAL MATERIALS ON HAND</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>SUBTOTAL (MATERIALS ON HAND &amp; LINE ITEMS)</b>	<b>\$ 796,613.68</b>	<b>\$ 297,575.00</b>	<b>\$ 1,094,188.68</b>
<b>RETAINAGE (0%)</b>	<b>\$ -</b>	<b>\$ (29,757.50)</b>	<b>\$ (29,757.50)</b>
<b>TOTAL DUE CONTRACTOR</b>	<b>\$ 796,613.68</b>	<b>\$ 267,817.50</b>	<b>\$ 1,064,431.18</b>

## CONTRACT SUMMARY

0 Contract Time Used	A. Original Contract Amount	\$ 1,067,677.50
0 Days Past Contract Completion Date	B. Quantity Adjustments	\$ 389.00
0% Complete by Time	C. Contract Modifications	\$ 26,122.18
100% Complete by Value [(E / D) x 100]	D. Total Contract Amount (A+B+C)	\$ 1,094,188.68
	E. Total Project Cost as of this Estimate	\$ 1,094,188.68
	F. Total Retainage Retained to Date	\$ (29,757.50)
	G. Total Retainage Paid (Previous Estimate)	\$ -
	H. Total Due Contractor (This Estimate)	\$ 796,613.68
	I. Estimated Cost Remaining (D-E)	\$ -
	J. Total Retainage Paid (This Estimate)	\$ 29,757.50

TOTAL DUE THIS ESTIMATE (H + J)  
\$ 826,371.18

APPROVED BY JONES|CARTER

*Alex Pfeiffer*  
BY: ALEX S. PFEIFFER, P.E., CFM



OWNER: Brazos County Municipal Utility District No. 1  
 PROJECT: Construction of Paving and Drainage Facilities for Southern Pointe SH 6 Entrance  
 JOB NO. : 13421-0015-00  
 CONTRACTOR: Green Prairie Investors, LTD.

CONTRACT DATES  
 FROM TO  
 ORIGINAL 28-Apr-20 09-Jul-20  
 REVISED 28-Apr-20 09-Jul-20  
 THIS EST. 05-Jun-20 02-Feb-21

**PROGRESS PAYMENT # 2 & FINAL**

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	THIS ESTIMATE		PREVIOUS ESTIMATE		TOTAL TO DATE		REMARKS
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	

**GENERAL**

1	Move-in and start-up, including a Performance, Payment, and a Maintenance Bond, each in the sum of 100 percent (100%) of the Contract Price.	L.S.	1.0	\$ 50,000.00	50.0%	\$ 25,000.00	50.0%	\$ 25,000.00	100.0%	\$ 50,000.00	100.0%
2	Stabilized Construction Access including Maintenance and Removal, complete in place.	L.S.	1.0	\$ 2,500.00	100.0%	\$ 2,500.00	0.0%	\$ -	100.0%	\$ 2,500.00	100.0%
3	Erosion Control Plan and Implementation as needed to fully comply with TPDES	L.S.	1.0	\$ 3,000.00	1.0	\$ 3,000.00	0.0	\$ -	1.0	\$ 3,000.00	100.0%
4	Rock Filter Dam (Type 1), Complete in Place. Measurement will be along the centerline of the top of the dam. Including Maintenance and Removal	L.F.	362.0	\$ 33.00	212.0	\$ 6,996.00	150.0	\$ 4,950.00	362.0	\$ 11,946.00	100.0%
5	Box Culvert Inlet Protection Barrier. Complete in Place. Including Maintenance and Removal (SWPP1-00)	EA.	1.0	\$ 200.00	1.0	\$ 200.00	0.0	\$ -	1.0	\$ 200.00	100.0%
6	Inlet Protection for Type E Inlet. Including Maintenance and Removal	EA.	1.0	\$ 200.00	1.0	\$ 200.00	0.0	\$ -	1.0	\$ 200.00	100.0%
7	Placement of Silt Fence per BCS detail SWPP1-03. Contractor is responsible for removal of silt fence at completion of construction activities, including establishment of vegetative cover, NSP.	L.F.	940.0	\$ 3.00	940.0	\$ 2,820.00	0.0	\$ -	940.0	\$ 2,820.00	100.0%
8	Concrete Truck Washout Area, Including Maintenance and Removal.	EA.	1.0	\$ 500.00	1.0	\$ 500.00	0.0	\$ -	1.0	\$ 500.00	100.0%
9	Traffic Control for SH 6 (TxDOT)	L.S.	1.0	\$ 5,000.00	1.0	\$ 5,000.00	0.0	\$ -	1.0	\$ 5,000.00	100.0%
10	Hydromulch Seeding of Rights-of-Way and areas adjacent to and impacted by work zone. Contractor to ensure growth of vegetation by whatever means necessary including reseeding, over-seeding or watering (NSP).	Acre	6.2	\$ 3,500.00	6.2	\$ 21,700.00	0.0	\$ -	6.2	\$ 21,700.00	100.0%
11	4" SCH 40 PVC Irrigation Sleeves per plans (including bedding, bends, and risers, and plugs).	L.F.	264.0	\$ 20.00	264.0	\$ 5,280.00	0.0	\$ -	264.0	\$ 5,280.00	100.0%



OWNER: Brazos County Municipal Utility District No. 1  
 PROJECT: Construction of Paving and Drainage Facilities for Southern Pointe SH 6 Entrance  
 JOB NO.: 13421-0015-00  
 CONTRACTOR: Green Prairie Investors, LTD.

CONTRACT DATES  
 FROM TO  
 ORIGINAL 28-Apr-20 09-Jul-20  
 REVISED 28-Apr-20 09-Jul-20  
 THIS EST. 05-Jun-20 02-Feb-21

PROGRESS PAYMENT # 2 & FINAL

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	THIS ESTIMATE		PREVIOUS ESTIMATE		TOTAL TO DATE		REMARKS
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
12	CHANNEL TURF REINFORCEMENT; Contractor shall install Turf Reinforcement per plans, including Futerra 7020 with Flexterra HP-FGM, or approved equivalents. Installed per manufacturer's specifications and recommendations. Contractor to ensure growth of vegetation by whatever means necessary including reseeding, over-seeding or watering (NSP).	S.Y.	0.0	\$ 15.00	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0%
12A - CH1	Remove item 12. Rock excavation required to daylight box culvert	LS	1.0	\$ 12,600.00	1.0	\$ 12,600.00	0.0	\$ -	1.0	\$ 12,600.00	100.0%
12B - CH1	Import dirt for sidewalk adjustment and associated grading.	EA.	52.0	\$ 100.00	52.0	\$ 5,200.00	0.0	\$ -	52.0	\$ 5,200.00	100.0%
12C - CH1	Import top soil for ROW back fill	EA.	24.0	\$ 150.00	24.0	\$ 3,600.00	0.0	\$ -	24.0	\$ 3,600.00	100.0%
12D - CH1	Re-Mobilization of equipment	EA.	1.0	\$ 4,722.18	1.0	\$ 4,722.18	0.0	\$ -	1.0	\$ 4,722.18	100.0%

#### DRAINAGE

13	Demo existing SET and tie into existing Storm Sewer, including extending existing Storm Pipe to proposed Type E inlet.	L.S.	1.0	\$ 500.00	1.0	\$ 500.00	0.0	\$ -	1.0	\$ 500.00	100.0%
14	24" Diameter ASTM F2648 HDPE N-12 Watertight Storm Sewer Pipe with Cement Stabilized Sand Bedding & Haunching with Structural Backfill, All Depths.	L.F.	169.0	\$ 65.00	169.0	\$ 10,985.00	0.0	\$ -	169.0	\$ 10,985.00	100.0%
15	Contractor to Excavate, Remove, and legally Dispose of off-site, existing 60" CMP culvert, including concrete inlet and outlet structures, NSP.	L.S.	1.0	\$ 2,000.00	0.0	\$ -	1.0	\$ 2,000.00	1.0	\$ 2,000.00	100.0%
16	6'x5'-Reinforced Concrete Storm Sewer Box, C-1577, all depths, (including cement sand bedding and cement sand backfill up to 2' below final subgrade), complete in place.	L.F.	425.0	\$ 625.00	0.0	\$ -	425.0	\$ 265,625.00	425.0	\$ 265,625.00	100.0%
17	Storm Sewer Junction Box (Up to 36" ID) w/ "E" Inlet Top per B/CS Detail D1-02	EA.	1.0	\$ 4,000.00	1.0	\$ 4,000.00	0.0	\$ -	1.0	\$ 4,000.00	100.0%



OWNER: Brazos County Municipal Utility District No. 1					PROGRESS PAYMENT # 2 & FINAL							CONTRACT DATES			
PROJECT: Construction of Paving and Drainage Facilities for Southern Pointe SH 6 Entrance										FROM		TO			
JOB NO. : 13421-0015-00										ORIGINAL		28-Apr-20		09-Jul-20	
CONTRACTOR: Green Prairie Investors, LTD.										REVISED		28-Apr-20		09-Jul-20	
										THIS EST.		05-Jun-20		02-Feb-21	
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	THIS ESTIMATE		PREVIOUS ESTIMATE		TOTAL TO DATE		REMARKS				
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT					
18	Storm Sewer Junction Box (Greater than 37" ID) per B/CS Detail D1-02	EA.	2.0	\$ 6,000.00	2.0	\$ 12,000.00	0.0	\$ -	2.0	\$ 12,000.00	100.0%				
19	6" Thick Concrete Sloped Pavement per BCS Detail D2-03 for 6'x5' Reinforced Concrete Storm Sewer Box.	EA.	4.0	\$ 3,500.00	4.0	\$ 14,000.00	0.0	\$ -	4.0	\$ 14,000.00	100.0%				
19a	Pedestrian Guardrail per BCS Detail SW1-01, in lieu of Handrail shown in BCS Detail D2-03 for Item 19.	L.F.	0.0	\$ 90.00	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0%				
20	Rip-rap 80 lb to 150 lb evenly graded, min 18 inch mat thickness as shown on plans.	S.Y.	102.0	\$ 30.00	102.0	\$ 3,060.00	0.0	\$ -	102.0	\$ 3,060.00	100.0%				
21	TV Inspection of Storm Sewer System (All Sizes and Depths)	L.F.	573.0	\$ 3.50	573.0	\$ 2,005.50	0.0	\$ -	573.0	\$ 2,005.50	100.0%				
22	Trench Safety System for pipe, All Size and Depths.	L.F.	594.0	\$ 10.00	594.0	\$ 5,940.00	0.0	\$ -	594.0	\$ 5,940.00	100.0%				
22a	Stage 1 for Recessed Curb Inlet - 5' Opening (B/CS Detail D1-00), complete in place.	EA.	1.0	\$ 2,500.00	1.0	\$ 2,500.00	0.0	\$ -	1.0	\$ 2,500.00	100.0%				
22b	Stage 2 for Recessed Curb Inlet - 5' Opening with two (2) - 5' extensions (B/CS Detail D1-00), complete in place.	EA.	1.0	\$ 1,500.00	1.0	\$ 1,500.00	0.0	\$ -	1.0	\$ 1,500.00	100.0%				
PAVING															
23	Tie into existing Asphalt Pavement per plans. Including sawcutting, breaking, removal, and legally disposing of existing asphalt pavement (including surface treatments, and treated or untreated base). Contractor to stockpile salvageable materials at designated site located inside infield of former Texas World Speedway track.	L.S.	1.0	\$ 20,000.00	1.0	\$ 20,000.00	0.0	\$ -	1.0	\$ 20,000.00	100.0%				
24	8" Thick Reinforced Concrete Pavement 4,000 psi (#4 bars at 18" OCEW) including Curb and Gutter per plans, complete in place (per Item 360).	S.Y.	1,265.0	\$ 55.00	1,265.0	\$ 69,575.00	0.0	\$ -	1,265.0	\$ 69,575.00	100.0%				





OWNER: Brazos County Municipal Utility District No. 1					PROGRESS PAYMENT # 2 & FINAL					CONTRACT DATES	
PROJECT: Construction of Paving and Drainage Facilities for Southern Pointe SH 6 Entrance										FROM	TO
JOB NO. : 13421 0015-00										ORIGINAL	28-Apr-20 09-Jul-20
CONTRACTOR: Green Prairie Investors, LTD.										REVISED	28-Apr-20 09-Jul-20
										THIS EST.	05-Jun-20 02-Feb-21
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	THIS ESTIMATE		PREVIOUS ESTIMATE		TOTAL TO DATE		REMARKS
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
25	8" Thick Reinforced Concrete Pavement 3,500 psi (#4 bars at 18" OCEW) including Curb and Gutter per plans, complete in place (per BCS Details).	S.Y.	3,120.0	\$ 53.00	3,120.0	\$ 165,360.00	0.0	\$ -	3,120.0	\$ 165,360.00	100.0%
26	6" Thick Subgrade Preparation (including proof-rolling, mixing stabilizer or scarifying and compaction per specifications)	S.Y.	5,120.0	\$ 50.00	5,120.0	\$ 256,000.00	0.0	\$ -	5,120.0	\$ 256,000.00	100.0%
27	Hydrated Lime for Subgrade (3% by dry weight - 15 lb/SY)	Tons	52.0	\$ 700.00	52.0	\$ 36,400.00	0.0	\$ -	52.0	\$ 36,400.00	100.0%
28	Sidewalk per Plans (BCS Detail SW1-02)	S.Y.	1,351.0	\$ 45.00	1,351.0	\$ 60,795.00	0.0	\$ -	1,351.0	\$ 60,795.00	100.0%
29	4" Wide Broken White Line (Type I Thermoplastic)	L.F.	617.0	\$ 8.00	617.0	\$ 4,936.00	0.0	\$ -	617.0	\$ 4,936.00	100.0%
30	4" Wide Solid White Edge Line (Type I Thermoplastic)	L.F.	478.0	\$ 8.00	478.0	\$ 3,824.00	0.0	\$ -	478.0	\$ 3,824.00	100.0%
31	Restriping of 8" Wide Solid White Line (Type I Thermoplastic), including removal of existing striping and preparation of pavement surface to receive new striping, NSP.	L.F.	364.0	\$ 10.00	364.0	\$ 3,640.00	0.0	\$ -	364.0	\$ 3,640.00	100.0%
32	24" Wide Solid White Stop Line (Type I Thermoplastic), including Pavement Surface Preparation for Markings, NSP.	L.F.	41.0	\$ 15.00	41.0	\$ 615.00	0.0	\$ -	41.0	\$ 615.00	100.0%
33	Reflective Pavement Marking (Word) (Type I Thermoplastic) "ONLY", including Pavement Surface Preparation for Markings, NSP.	EA.	3.0	\$ 2,000.00	3.0	\$ 6,000.00	0.0	\$ -	3.0	\$ 6,000.00	100.0%
34	Reflective Pavement Marking- Right (Arrow) (Type I Thermoplastic), including Pavement Surface Preparation for Markings, NSP.	EA.	3.0	\$ 1,000.00	3.0	\$ 3,000.00	0.0	\$ -	3.0	\$ 3,000.00	100.0%
35	Reflective Pavement Marking- Straight (Arrow) (Type I Thermoplastic), including Pavement Surface Preparation for Markings, NSP.	EA.	1.0	\$ 1,000.00	1.0	\$ 1,000.00	0.0	\$ -	1.0	\$ 1,000.00	100.0%
36	Existing DO NOT ENTER sign (R5-1) & STOP sign (R1-1) to be Removed, Protect, and Relocated per plans, complete in place.	EA.	1.0	\$ 250.00	1.0	\$ 250.00			1.0	\$ 250.00	100.0%



OWNER: Brazos County Municipal Utility District No. 1					PROGRESS PAYMENT # 2 & FINAL							CONTRACT DATES			
PROJECT: Construction of Paving and Drainage Facilities for Southern Pointe SH 6 Entrance										FROM		TO			
JOB NO. : 13421-0015-00										ORIGINAL		28-Apr-20		09-Jul-20	
CONTRACTOR: Green Prairie Investors, LTD.										REVISED		28-Apr-20		09-Jul-20	
										THIS EST.		05-Jun-20		02-Feb-21	
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	THIS ESTIMATE		PREVIOUS ESTIMATE		TOTAL TO DATE		REMARKS				
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT					
37	Existing NORTH sign (M3-1), HWY 6 TEXAS sign, and Right Arrow sign (W1-6L) to be Removed, Protect, and Relocated per plans, complete in place.	EA.	1.0	\$ 250.00	1.0	\$ 250.00	0.0	\$ -	1.0	\$ 250.00	100.0%				
38	Existing WRONG WAY sign (RS-1) to be Removed, Protect, and Relocated per plans, complete in place.	EA.	1.0	\$ 250.00	1.0	\$ 250.00	0.0	\$ -	1.0	\$ 250.00	100.0%				
39	1-Street Name Sign (D3-1) & 1-ONE WAY (Right) (R6-1R) Mounted on 36"x36" R1-1 STOP Sign Meeting City of College Station Streetscape Specifications	EA.	1.0	\$ 1,500.00	1.0	\$ 1,500.00	0.0	\$ -	1.0	\$ 1,500.00	100.0%				
40	Type III Barricade	EA.	2.0	\$ 500.00	2.0	\$ 1,000.00	0.0	\$ -	2.0	\$ 1,000.00	100.0%				
41	4" Wide Broken Yellow Line (Type I Thermoplastic)	L.F.	270.0	\$ 8.00	270.0	\$ 2,160.00	0.0	\$ -	270.0	\$ 2,160.00	100.0%				
42	Raised pavement markers, complete in place.	EA.	50.0	\$ 25.00	50.0	\$ 1,250.00	0.0	\$ -	50.0	\$ 1,250.00	100.0%				
43	W9-2R Lane Ends Merge Right sign, including post, complete in place.	EA.	1.0	\$ 1,500.00	1.0	\$ 1,500.00	0.0	\$ -	1.0	\$ 1,500.00	100.0%				
44	W6-3 Two-Way Traffic sign, including post, complete in place.	EA.	1.0	\$ 1,500.00	1.0	\$ 1,500.00	0.0	\$ -	1.0	\$ 1,500.00	100.0%				
						\$ 796,613.68	\$ 297,575.00		\$ 1,094,188.68						

# CONSTRUCTION PROGRESS REPORT FOR PROGRESS PAYMENT #2 & FINAL

PROJECT: Construction of Paving and Drainage Facilities for Southern Pointe SH 6 Entrance

## CONTRACT DATES

OWNER: BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1  
JOB NO.: 13421-0015-00  
CONTRACTOR: Green Prairie Investors, LTD.

	FROM	TO
ORIGINAL	28-Apr-20	09-Jul-20
REVISED	28-Apr-20	09-Jul-20
THIS EST.	05-Jun-20	02-Feb-21

## MATERIALS ON HAND STORED

INVOICE	STORED THIS ESTIMATE	PLACED THIS ESTIMATE	STORED PREVIOUS ESTIMATES	PLACED PREVIOUS ESTIMATES	TOTAL ON HAND
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -

TOTAL STORED MATERIALS THIS PERIOD \$ -

## IMPACT DAYS THIS PAY ESTIMATE

Previous Estimate Impact Days	Month	Contractor Requested Days	Approved
0	TBD	0	0
Impact Days Approved to Date			
0			
	TOTAL	0	0



150 Venture Drive, Suite 150  
College Station, Texas 77845  
Tel: 979.731.8000  
Fax: 979.846.2893  
[www.jonescarter.com](http://www.jonescarter.com)

Page 1 of 2

## FINAL CERTIFICATE OF SUBSTANTIAL COMPLETION

**Date:** February 2, 2021  
**Owner:** Brazos County Municipal Utility District No. 1  
**Contractor:** Greens Prairie Investors, Ltd.  
**Engineer:** Jones | Carter  
**Project:** Construction of Paving and Drainage Facilities for Southern Pointe SH 6 Entrance

### This final Certificate of Substantial Completion applies to:

☒ All Work ☐ The following specified portions of the Work: N/A

The Work to which this Certificate applies has been reviewed by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion designated above is hereby established in the preliminary Certificate of Substantial Completion, which is attached hereto.

The date upon this final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

The following documents are attached to and made a part of this Certificate: none



Page 2 of 2

## FINAL CERTIFICATE OF SUBSTANTIAL COMPLETION

**Date:** February 2, 2021  
**Owner:** Brazos County Municipal Utility District No. 1  
**Contractor:** Greens Prairie Investors, Ltd.  
**Engineer:** Jones | Carter  
**Project:** Construction of Paving and Drainage Facilities for Southern Pointe SH 6 Entrance

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, is not a release of the Contractor's obligation to complete the Work in accordance with the Contract and does not warrant or imply a warranty of the Contractor's materials or workmanship.

---

**EXECUTED BY ENGINEER:**

By:   
(Authorized signature)

Name: Dustin R. Stoudt, PE

**ACKNOWLEDGED:**

By: \_\_\_\_\_  
Owner (Authorized Signature)

Name:

Title:

Date:

**ACKNOWLEDGED:**

By: \_\_\_\_\_  
Contractor (Authorized Signature)

Name:

Title:

Date:



Name of Project: Brazos County Municipal Utility District No. 1  
Probable Costs of Pavement Repairs

CI Job No. 2021100-BC1

Consulting Engineer: Costello, Inc.  
2107 CityWest Blvd., 3<sup>rd</sup> Floor  
Houston, Texas 77042

---

I certify that the attached estimate of the probable repair costs for concrete pavement constructed within Brazos County MUD No. 1, has been prepared based on current market conditions and material costs. Additionally, the breakdown accounts for the quantity of repairs which are typical of concrete pavement during a 10 year period of time for which the concrete is in use.

Sincerely,  
**Costello, Inc.**  
Brazos County MUD No 1  
District Engineer

A handwritten signature in blue ink, appearing to read "Guy L. Humphrey".

Guy L. Humphrey, P.E.  
Division Manager – Land Development

**Brazos MUD No. 1 - Estimate of Probable Pavement Repair Costs**

**SP 101**

Eldora Drive	805 6"	\$7.53	\$6,061.65
Pocono Drive	805 6"	\$7.53	\$6,061.65
Patriot Drive	415 6"	\$7.53	\$3,124.95
			<u><b>\$15,248.25</b></u>

**SP102**

Patriot Drive	555 6"	\$7.53	\$4,179.15
Talladega Dr	415 6"	\$7.53	\$3,124.95
Wilksboro Dr.	415 6"	\$7.53	\$3,124.95
			<u><b>\$10,429.05</b></u>

**SP 103 and 119**

Patriot Drive	845 6"	\$7.53	\$6,362.85
Daytona Drive	415 6"	\$7.53	\$3,124.95
Rockford Drive	415 6"	\$7.53	\$3,124.95
Southern Cross Drive	415 6"	\$7.53	\$3,124.95
			<u><b>\$9,374.85</b></u>

**SP 200**

Darlington Ave	3500 8"	\$12.42	\$43,470.00
			<u><b>\$43,470.00</b></u>

**SP Entrance**

SP Parkway	1762 8"	12.42	\$21,884.04
Mather Pkwy	300 8"	12.42	\$3,726.00
			<u><b>\$25,610.04</b></u>

**SP 201**

Mather Pkwy	860 8"	12.42	\$10,681.20
Natchez Drive	698 6"	7.53	\$5,255.94
Kennesaw Drive	776 6"	7.53	\$5,843.28
Patriot Drive	852 6"	7.53	\$6,415.56
			<u><b>\$17,514.78</b></u>

Total Projected 10 year Maintenance Costs (Projects outside of 1 year)	<b>\$121,646.97</b>
<b>Projected 10 Year Annual Cost</b>	<b>\$12,164.70</b>
Projected 10 Year Monthly Cost	\$1,216.47

# AIA® Document G702® - 1992

## Application and Certificate for Payment

TO OWNER: Brazos County MUD No. 1 PROJECT: Southern Pointe Section 101: WS&D and Paving APPLICATION NO: 008 FINAL PERIOD TO: October 31, 2021 DISTRIBUTION TO: OWNER: ☐ ARCHITECT: ☐ CONTRACTOR: ☐ FIELD: ☐ OTHER: ☐

FROM CONTRACTOR: Burnside Services, Inc. 1110 Navasota Ridge Road Navasota, Texas 77868 VIA ARCHITECT: Jones | Carter 150 Venture Drive; Suite 100 College Station, Texas 77845 CONTRACT FOR: General Construction CONTRACT DATE: PROJECT NOS: / /

### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. AIA Document G703®, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM ..... \$1,036,486.45  
 2. NET CHANGE BY CHANGE ORDERS ..... \$0.00  
 3. CONTRACT SUM TO DATE (Line 1 + 2) ..... \$1,036,486.45  
 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) ..... \$1,036,486.45  
 5. RETAINAGE:  
 a. 0 % of Completed Work (Column D + E on G703) ..... \$0.00  
 b. 0 % of Stored Material (Column F on G703) ..... \$0.00  
 Total Retainage (Lines 5a + 5b or Total in Column I of G703) ..... \$0.00  
 6. TOTAL EARNED LESS RETAINAGE ..... \$1,036,486.45 (Line 4 Less Line 5 Total)  
 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$893,892.13 (Line 6 from prior Certificate)  
 8. CURRENT PAYMENT DUE ..... \$142,594.32  
 9. BALANCE TO FINISH, INCLUDING RETAINAGE ..... \$0.00 (Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: By: [Signature] Date: March 05, 2022  
 State of: Texas  
 County of: Brazos  
 Subscribed and sworn to before me this 9TH day of MARCH 2022  
 Notary Public: [Signature]  
 My Commission expires: July 23, 2023



### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$142,594.32  
 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



# CONTINUATION SHEET

APPLICATION NO: 8-PDIAL  
APPLICATION DATE: 10/31/22  
PERIOD TO: 10/31/22  
PROJECT ID/ JOB NO: 13421-0014  
PROJECT NAME: Section 101 Water, Sanitary, Drainage & Paving  
Southern Poiste

A	B	C	D	E	F	G	H	I	J	K				
ITEM NO.	DESCRIPTION OF WORK	ORIGINAL QTY.	QTY. ADJUSTMENT	REVISED QTY.	UNIT PRICE	COST (\$)	UNIT	FROM PREVIOUS APPLICATION (QTY.)	THIS PERIOD (QTY.)	THIS PERIOD (COST)	COMPLETE TO DATE (QTY.)	TOTAL COMPLETE TO DATE (COST)	% (G - F) (%)	BALANCE TO FINISH (D - I) (\$)
1	Move-In and start up, including performance, payment bonds and insurance	1		1	\$ 14,742.95	\$ 14,742.95		1.00		\$ -	1.00	\$ 14,742.95	100.00%	\$0.00
2	Stabilized Construction Access including Maintenance	2		2	\$ 1,500.00	\$ 3,000.00		2.00		\$ -	2.00	\$ 3,000.00	100.00%	\$0.00
3	Run-ramp 50 lb. to 150 lb. evenly graded, min 18 inch mat thickness as shown on plans. See details	45		45	\$ 70.00	\$ 3,150.00			45.00	\$ 3,150.00	45.00	\$ 3,150.00	100.00%	\$0.00
4	ON-SITE Disposal of Excess Utility Spoils Excavation (Includes site Preparation of Spoil Areas, scarifying, compaction, and proof-rolling of spoil areas; hauling excavation, spreading fill; compacting fill to 95% of ASTM D698, and grading completed fill to assure positive drainage)	2,092		2,092	\$ 2.75	\$ 5,753.00		2,092.00		\$ -	2,092.00	\$ 5,753.00	100.00%	\$0.00
5	Hydro-mulch seeding within ROW using a mixture of seeds, fertilizing, and watering as required in Standard Specifications	0.56		0.56	\$ 2,800.00	\$ 1,568.00			0.56	\$ 1,568.00	0.56	\$ 1,568.00	100.00%	\$0.00
6	Broadcast seeding within Plan Boundary using a mixture of seeds, fertilizing, and watering as required in Standard Specifications	7.65		7.65	\$ 500.00	\$ 3,825.00			7.65	\$ 3,825.00	7.65	\$ 3,825.00	100.00%	\$0.00
7	Clearing and Grubbing Section 101	12.45		12.45	\$ 2,800.00	\$ 34,860.00		12.45		\$ -	12.45	\$ 34,860.00	100.00%	\$0.00
8	Demo Chain Link Fence and Miscellaneous Debris. Contractor to Haul off and legally dispose of	1		1	\$ 2,000.00	\$ 2,000.00		1.00		\$ -	1.00	\$ 2,000.00	100.00%	\$0.00
9	Demo and Stockpile Road Track Asphalt Pavement, per Plans (Based on core samples, the average thickness of the Asphalt section is five (5) inches). Asphalt materials to remain property of the owner. Contractor to haul and stockpile at location shown on the plans.	2,366		2,366	\$ 10.00	\$ 23,660.00		2,366.00		\$ -	2,366.00	\$ 23,660.00	100.00%	\$0.00
10	Estimated Volume of 26,800 C.Y. (unfactored, in-situ) has been calculated as the required CUT/FILL to meet proposed grades per construction plans. Excavate, Haul, and Compact On Site material to 95% compaction. Line item to be paid by placed and tested compacted Cubic Yards.	26,800		26,800	\$ 4.00	\$ 107,200.00		26,800.00		\$ -	26,800.00	\$ 107,200.00	100.00%	\$0.00
11	Traffic Control including necessary barricades, equipment and personnel to maintain a safe working environment and traffic movement during and during work.	1		1	\$ 4,000.00	\$ 4,000.00		1.00	0.00	\$ -	1.00	\$ 4,000.00	100.00%	\$0.00
12	Concrete Truck Washout Area	1		1	\$ 500.00	\$ 500.00		1.00	0.00	\$ -	1.00	\$ 500.00	100.00%	\$0.00
13	Erosion Control Plan Implementation and maintenance, in accordance with TIDES	1		1	\$ 1,500.00	\$ 1,500.00		1.00		\$ -	1.00	\$ 1,500.00	100.00%	\$0.00
14	Inlet Protection (Lower Stage)	4		4	\$ 70.00	\$ 280.00		4.00	0.00	\$ -	4.00	\$ 280.00	100.00%	\$0.00
15	Inlet Protection (Upper Stage)	4		4	\$ 70.00	\$ 280.00		4.00	0.00	\$ -	4.00	\$ 280.00	100.00%	\$0.00
16	Silt Fence Assembly, Complete in Place. (SWPPP-02)	4,280		4,280	\$ 1.10	\$ 4,708.00		3,638.00	642.00	\$ 706.20	4,280.00	\$ 4,708.00	100.00%	\$0.00
17	Rock Fiber Dam	1		1	\$ 2,200.00	\$ 2,200.00			1.00	\$ 2,200.00	1.00	\$ 2,200.00	100.00%	\$0.00

# CONTINUATION SHEET

APPLICATION NO: 8- FINAL  
 APPLICATION DATE: 10/31/22  
 PERIOD TO: 10/31/22  
 PROJECT ID/ JOB NO: 13421-0014  
 PROJECT NAME: Section 101 Water, Sanitary, Drainage & Paving  
 Southern Points

A ITEM NO.	B DESCRIPTION OF WORK	C ORIGINAL QTY	D QTY ADJUSTMENT	E REVISED QTY	F UNIT PRICE	G COST (\$)	H UNIT	I WORK COMPLETED		J P00	K O	L TOTAL COMPLETS TO DATE (\$)	M % (O + G) (%)	N BALANCE TO FINISH (D - I) (\$)
								FROM PREVIOUS APPLICATION (Qty)	THIS PERIOD (Qty)					
18	12-inch C-900 AWWA (DR14) PVC Waterline with Bank Sand Bedding & Haunching, and Structural Backfill by Open Cut, All Depths, and testing, w/ Tracer Wire & Detector Tape, complete in place	775		775	\$ 36.00	\$ 27,900.00		775.00		\$ -	775.00	\$ 27,900.00	100.0%	\$0.00
19	8-inch C-900 AWWA (DR14) PVC Waterline with Bank Sand Bedding & Haunching, and Structural Backfill by Open Cut, All Depths, and testing, w/ Tracer Wire & Detector Tape, complete in place	395		395	\$ 26.00	\$ 10,270.00		395.00		\$ -	395.00	\$ 10,270.00	100.0%	\$0.00
20	6-inch C-900 AWWA (DR14) PVC Waterline with Bank Sand Bedding & Haunching, and Structural Backfill by Open Cut, All Depths, and testing, w/ Tracer Wire & Detector Tape, complete in place	775		775	\$ 23.00	\$ 17,825.00		775.00		\$ -	775.00	\$ 17,825.00	100.0%	\$0.00
21	12" DI MJ Gate Valve & Box, complete in place	2		2	\$ 2,300.00	\$ 4,600.00		2.00		\$ -	2.00	\$ 4,600.00	100.0%	\$0.00
22	8" DI MJ Gate Valve & Box, complete in place	2		2	\$ 1,000.00	\$ 2,000.00		2.00		\$ -	2.00	\$ 2,000.00	100.0%	\$0.00
23	6" DI MJ Gate Valve & Box, complete in place	3		3	\$ 750.00	\$ 2,250.00		3.00		\$ -	3.00	\$ 2,250.00	100.0%	\$0.00
24	12"x8" D.I MJ Tee, complete in place	1		1	\$ 300.00	\$ 300.00		1.00		\$ -	1.00	\$ 300.00	100.0%	\$0.00
25	12"x6" D.I MJ Tee, complete in place	1		1	\$ 290.00	\$ 290.00		1.00		\$ -	1.00	\$ 290.00	100.0%	\$0.00
26	6"x6" D.I MJ Tee, complete in place	1		1	\$ 100.00	\$ 100.00		1.00		\$ -	1.00	\$ 100.00	100.0%	\$0.00
27	8"x6" D.I MJ Cross, complete in place	1		1	\$ 400.00	\$ 400.00		1.00		\$ -	1.00	\$ 400.00	100.0%	\$0.00
28	6" D.I MJ Plug, complete in place	1		1	\$ 300.00	\$ 300.00		1.00		\$ -	1.00	\$ 300.00	100.0%	\$0.00
29	8" D.I MJ Plug, complete in place	2		2	\$ 350.00	\$ 700.00		2.00		\$ -	2.00	\$ 700.00	100.0%	\$0.00
30	Fire Hydrant Assembly, Complete in Place	2		2	\$ 4,900.00	\$ 9,800.00		2.00		\$ -	2.00	\$ 9,800.00	100.0%	\$0.00
31	2" Blow-off valve assembly w/ box per BCS Details, complete in place	3		3	\$ 400.00	\$ 1,200.00		3.00		\$ -	3.00	\$ 1,200.00	100.0%	\$0.00
32	Tie-In to Existing Waterline including all Fittings, Adapters, Etc. (12" Connection), complete in place	1		1	\$ 550.00	\$ 550.00		1.00		\$ -	1.00	\$ 550.00	100.0%	\$0.00
33	Tie-In to Existing Waterline including all Fittings, Adapters, Etc. (6" Connection), complete in place	1		1	\$ 400.00	\$ 400.00		1.00		\$ -	1.00	\$ 400.00	100.0%	\$0.00
34	Single Long 1" City of College Station Water Service	1		1	\$ 600.00	\$ 600.00		1.00		\$ -	1.00	\$ 600.00	100.0%	\$0.00
35	Double Short 1-1/2" City of College Station Water Service	14		14	\$ 1,100.00	\$ 15,400.00		14.00		\$ -	14.00	\$ 15,400.00	100.0%	\$0.00
36	Double Long 1-1/2" City of College Station Water Service	15		15	\$ 1,800.00	\$ 27,000.00		15.00		\$ -	15.00	\$ 27,000.00	100.0%	\$0.00
37	Trench safety system for pipe, All size, All depths	1,970		1,970	\$ 1.00	\$ 1,970.00		1,970.00		\$ -	1,970.00	\$ 1,970.00	100.0%	\$0.00
38	4" Dia. Pre-Cast Sanitary Sewer Manhole with 32" Dia. Traffic Rated Ring & Cover Complete in Place. All Depths	3		3	\$ 1,100.00	\$ 9,300.00		3.00		\$ -	3.00	\$ 9,300.00	100.0%	\$0.00
39	Final Adjustment of 31" Dia. Traffic Rated Ring & Cover to Final Grade	3		3	\$ 550.00	\$ 1,650.00		3.00	0.00	\$ -	3.00	\$ 1,650.00	100.0%	\$0.00

# CONTINUATION SHEET

APPLICATION NO: 8- FINAL  
APPLICATION DATE: 10/31/22  
PERIOD TO: 10/31/22  
PROJECT ID# JOB NO: 13421-0014  
PROJECT NAME: Section 101 Water, Sanitary, Drainage & Paving  
Southern Pointe

A ITEM NO	B DESCRIPTION OF WORK	C ORIGINAL QTY	D QTY ADJUSTMENT	E REVISED QTY	F UNIT PRICE	G COST (\$)	H UNIT	I WORK COMPLETED		J THIS PERIOD (\$)	K COMPLETE TO DATE (\$)	L TOTAL COMPLETE TO DATE (\$)	M % (J + K) (%)	N BALANCE TO FINISH (N - L) (\$)
								FROM PREVIOUS APPLICATION (QTY)	THIS PERIOD (QTY)					
40	6" ASTM D-3034 SDR-26 PVC Sanitary Sewer with Structural Backfill by Open Cut, w/ detector tape, Complete in Place. All Depths.	1,540		1,540	\$ 23.00	\$ 35,420.00		1,540.00		\$ -	1,540.00	\$ 35,420.00	100.00%	\$0.00
41	4" Short Single Sewer Service: ASTM D-3034 SDR-26 including all necessary fittings (S7-00, S7-01). Complete in Place.	5		5	\$ 650.00	\$ 3,250.00		5.00		\$ -	5.00	\$ 3,250.00	100.00%	\$0.00
42	4" Short Double Sewer Service: ASTM D-3034 SDR-26 including all necessary fittings (S7-00, S7-01). Complete in Place.	12		12	\$ 1,300.00	\$ 15,600.00		12.00		\$ -	12.00	\$ 15,600.00	100.00%	\$0.00
43	4" Long Single Sewer Service: ASTM D-3034 SDR-26 including all necessary fittings (S7-00, S7-01). Complete in Place.	4		4	\$ 850.00	\$ 3,400.00		4.00		\$ -	4.00	\$ 3,400.00	100.00%	\$0.00
44	4" Long Double Sewer Service: ASTM D-3034 SDR-26 including all necessary fittings (S7-00, S7-01). Complete in Place.	12		12	\$ 1,900.00	\$ 22,800.00		12.00		\$ -	12.00	\$ 22,800.00	100.00%	\$0.00
45	6" PVC Cleanout, Complete in Place. (S5-01)	2		2	\$ 300.00	\$ 600.00		2.00		\$ -	2.00	\$ 600.00	100.00%	\$0.00
46	Tie-In to Existing Sanitary Sewer including all Fittings, Adapters, Etc. (6" Connection), complete in place.	2		2	\$ 550.00	\$ 1,100.00		2.00		\$ -	2.00	\$ 1,100.00	100.00%	\$0.00
47	TV Inspection of ALL Sanitary Sewerlines including Cleaning of Pipes, All Sizes & Depths.	1,540		1,540	\$ 2.25	\$ 3,465.00		1,540.00		\$ -	1,540.00	\$ 3,465.00	100.00%	\$0.00
48	Trench safety system for Sanitary Sewer pipe, all sizes & depths.	1,540		1,540	\$ 1.00	\$ 1,540.00		1,540.00		\$ -	1,540.00	\$ 1,540.00	100.00%	\$0.00
49	24" Diameter ASTM C-76 Class III Gasketed RCP Storm Sewer Pipe with Cement Stabilized Sand Bedding & Haunching with Structural Backfill, All Depths.	194		194	\$ 60.00	\$ 11,640.00		194.00		\$ -	194.00	\$ 11,640.00	100.00%	\$0.00
50	24" Diameter ASTM F2648 HDPE Watertight Storm Sewer Pipe with Cement Stabilized Sand Bedding & Haunching with Structural Backfill, All Depths.	296		296	\$ 55.00	\$ 16,280.00		296.00		\$ -	296.00	\$ 16,280.00	100.00%	\$0.00
51	30" Diameter ASTM C-76 Class III Gasketed RCP Storm Sewer Pipe with Cement Stabilized Sand Bedding & Haunching with Structural Backfill, All Depths.	233		233	\$ 65.00	\$ 15,145.00		233.00		\$ -	233.00	\$ 15,145.00	100.00%	\$0.00
52	30" Diameter ASTM F2648 HDPE Watertight Storm Sewer Pipe with Cement Stabilized Sand Bedding & Haunching with Structural Backfill, All Depths.	575		575	\$ 59.00	\$ 33,925.00		575.00		\$ -	575.00	\$ 33,925.00	100.00%	\$0.00
53	36" Diameter ASTM C-76 Class III Gasketed RCP Storm Sewer Pipe with Cement Stabilized Sand Bedding & Haunching with Structural Backfill, All Depths.	283		283	\$ 100.00	\$ 28,300.00		283.00		\$ -	283.00	\$ 28,300.00	100.00%	\$0.00
54	Storm Sewer Junction Box (36"-42" ID), Per BACS Detail D1-02	3		3	\$ 3,800.00	\$ 11,400.00		3.00		\$ -	3.00	\$ 11,400.00		\$0.00
55	24" Plug, Complete in Place	1		1	\$ 300.00	\$ 300.00		1.00		\$ -	1.00	\$ 300.00	100.00%	\$0.00
56	30" Plug, Complete in Place	1		1	\$ 650.00	\$ 650.00		1.00		\$ -	1.00	\$ 650.00	100.00%	\$0.00

# CONTINUATION SHEET

APPLICATION NO: 8-FINAL  
APPLICATION DATE: 10/31/22  
PERIOD TO: 10/31/22  
PROJECT ID/ JOB NO: 13421-0014  
PROJECT NAME: Section 101 Water, Sanitary, Drainage & Paving  
Southern Poins

A ITEM NO	B DESCRIPTION OF WORK	C ORIGINAL QTY	D QTY ADJUSTMENT	E REVISED QTY	F UNIT PRICE	G COST (F)	H UNIT	I WORK COMPLETED		J THIS PERIOD (F)	K COMPLETE TO DATE (F)	L TOTAL COMPLETE TO DATE (F)	M % (L + G) (%)	N BALANCE TO FINISH (G - L) (F)
								FROM PREVIOUS APPLICATION (QTY)	THIS PERIOD (QTY)					
57	Tie-In to Existing Storm Sewer including all Fittings, Adapters, Etc. (30" Connection), complete in place	1		1	\$ 750.00	\$ 750.00		1.00		\$ -	1.00	\$ 750.00	100.00%	\$0.00
58	Tie-In to Existing Storm Sewer including all Fittings, Adapters, Etc. (36" Connection), complete in place	1		1	\$ 850.00	\$ 850.00		1.00		\$ -	1.00	\$ 850.00	100.00%	\$0.00
59	Stage 1 Inlet Box. 36"x48" ID Box per BCS Detail D1-00	4		4	\$ 5,600.00	\$ 22,400.00		4.00	0.00	\$ -	4.00	\$ 22,400.00	100.00%	\$0.00
60	Stage 2 Recessed Curb Inlet 5' opening with 5' Extension, Including Pouring of Pavement to Inlet Throat. Per BCS Detail D1-00 Complete in place	4		4	\$ 4,500.00	\$ 18,000.00		4.00	0.00	\$ -	4.00	\$ 18,000.00	100.00%	\$0.00
61	TV Inspection of Storm Sewer System (all sizes & depths)	1,581		1,581	\$ 3.75	\$ 5,928.75			1,581.00	\$ 5,928.75	1,581.00	\$ 5,928.75	100.00%	\$0.00
62	6" Thick Reinforced Concrete Pavement 3,500 psi (#4 bars at 18" OCEW) with Monolithic 4.5" Laydown Concrete Curb (B/Cs Detail STD-00, ST1-00)	5,914		5,914	\$ 36.00	\$ 212,904.00		5,914.00	0.00	\$ -	5,914.00	\$ 212,904.00	100.00%	\$0.00
63	6" Thick Chemically Stabilized Subgrade, including grading, manipulation, compaction and proof rolling required to prep roadway	6,777		6,777	\$ 2.75	\$ 18,636.75		6,777.00	0.00	\$ -	6,777.00	\$ 18,636.75	100.00%	\$0.00
64	Line for 6" Subgrade, 4% by weight or geotechnical recommendation	73		73	\$ 210.00	\$ 15,330.00		81.50	-8.50	\$ (1,785.00)	73.00	\$ 15,330.00	100.00%	\$0.00
65	5' sidewalk per BCS Detail SW1-02	1,922		1,922	\$ 60.00	\$ 115,320.00		1,922.00	0.00	\$ -	1,922.00	\$ 115,320.00	100.00%	\$0.00
66	8' sidewalk per BCS Detail SW1-02, Located outside of ROW	817		817	\$ 60.00	\$ 49,020.00		764.00	53.00	\$ 3,180.00	817.00	\$ 49,020.00	100.00%	\$0.00
67	5' Sidewalk and Single Ambulatory Ramp at Street Intersection Per Detail (SW3-00)	1		1	\$ 1,800.00	\$ 1,800.00			1.00	\$ 1,800.00	1.00	\$ 1,800.00	100.00%	\$0.00
68	5' Sidewalk and Double Ambulatory Ramp at Street Intersection Per Detail (SW3-00)	5		5	\$ 2,800.00	\$ 14,000.00			5.00	\$ 14,000.00	5.00	\$ 14,000.00	100.00%	\$0.00
69	5' Sidewalk Ambulatory Ramp at Intersection per BCS Detail SW3-05	1		1	\$ 1,800.00	\$ 1,800.00			1.00	\$ 1,800.00	1.00	\$ 1,800.00	100.00%	\$0.00
70	2-Street Name Signs (D3-1) Mounted on 36"x36" R1-1 STOP Sign Meeting City of Colosse Station Streetname Specifications	5		5	\$ 700.00	\$ 3,500.00			5.00	\$ 3,500.00	5.00	\$ 3,500.00	100.00%	\$0.00
71	Type III Barricade	3		3	\$ 950.00	\$ 2,850.00			3.00	\$ 2,850.00	3.00	\$ 2,850.00	100.00%	\$0.00
72	24" Solid White Stop Bar (Type I Thermoplastic w/ Type I Glass Beads), Typical	68		68	\$ 7.50	\$ 510.00			68.00	\$ 510.00	68.00	\$ 510.00	100.00%	\$0.00
73	Blue ReflectORIZED Button	2		2	\$ 20.00	\$ 40.00			2.00	\$ 40.00	2.00	\$ 40.00	100.00%	\$0.00
GRAND TOTALS				0		\$1,036,486.45				\$43,272.95		\$1,036,486.45	100.00%	\$0.00

TEXAS CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project: SOUTHERN POINTE SECTION 101: WS&D and PAVING

JC Job No. 13421-0014-00

On receipt by the signer of this document of a check from BV SOUTHERN POINTE DEVELOPMENT (maker of check) in the sum of \$ 142,594.32 payable to Burnside Services, Inc. (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of BV Southern Pointe Development (owner) located at College Station, Texas (location) to the following extent: Earthwork, Concrete, Utilites (job description).

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to BV Southern Pointe Development (person with whom signer contracted).

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Date March 9, 2022

Burnside Services, Inc. (Company name)

By [Signature] (Signature)

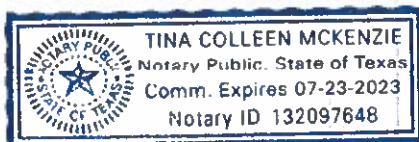
Alfred Acuna; General Superintendent (Title)

STATE OF TEXAS §

§

COUNTY OF Brazos §

Before me, the undersigned Notary Public in and for the State of Texas, on this day personally appeared Alfred Acuna, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed such instrument for the purposes therein expressed, and in the capacity therein stated as the act and deed of such business entity.



Name: [Signature]  
Notary Public, State of Texas  
My commission expires: 7/23/2023

**CONSENT OF  
SURETY COMPANY  
TO FINAL PAYMENT**

AIA DOCUMENT G707

OWNER  
ARCHITECT  
CONTRACTOR  
SURETY  
OTHER

Bond No. **TXC610830**

PROJECT: **Construction of Water, Sanitary, Drainage & Paving Facilities for Southern Pointe Section**  
(name, address) **101, Brazos County, Texas**

TO (Owner) [ **Brazos County Municipal Utility**  
**District No. 1**

] ARCHITECT'S PROJECT NO:

CONTRACT FOR:

[ ] CONTRACT DATE:

CONTRACTOR: **Burnside Services, Inc.**  
**1110 Navasota Ridge**  
**Navasota, TX 77868**

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
(here insert name and address of Surety Company)

**Merchants Bonding Company (Mutual)**  
**P.O. Box 14498**

, SURETY COMPANY,

**Des Moines, IA 50306-3498**  
on bond of (here insert name and address of Contractor)

**Burnside Services, Inc.**  
**1110 Navasota Ridge**  
**Navasota, TX 77868**

, CONTRACTOR,

hereby approves of the final payment to the Contractors, and agrees that final payment to the Contractor shall not relieve  
the Surety Company of any of its obligations to (here insert name and address of Owner)

**Brazos County Municipal Utility District No. 1**

, OWNER,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,

the Surety Company has hereunto set its hand this **21st**

day of **December**

**2021**

**Merchants Bonding Company (Mutual)**

Surety Company

  
Signature of Authorized Representative

Attest:   
(Seal):

**Sandra Lee Roney**

**Attorney-In-Fact**

Title

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS,  
Current Edition

**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Andrea Rose Crawford; Charli Lynn Irby; Debra Lee Moon; John William Newby; Joshua D Trltt; Sandra Lee Roney; Suzanne Elizabeth Niedzwiedz; Troy Russell Key

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of August, 2020.



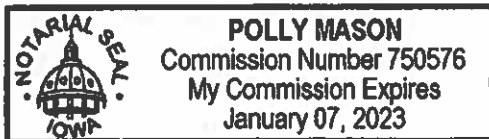
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By

*Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 3rd day of August, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Polly Mason*  
Notary Public

(Expiration of notary's commission  
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 21st day of December, 2021.



*William Warner Jr.*  
Secretary



MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC.  
P.O. BOX 14498 • DES MOINES, IOWA 50306-3498 • (800) 678-8171 • (515) 243-3854 FAX

**Please send all notices of claim on this bond to:**

**Merchants Bonding Company (Mutual) / Merchants National Bonding, Inc.**

**P.O. Box 14498**

**Des Moines, Iowa 50306-3498**

**(515) 243-8171**

**(800) 678-8171**

**Physical Address: 6700 Westown Parkway, West Des Moines, Iowa 50266**





150 Venture Drive, Suite 150  
College Station, Texas 77845  
Tel: 979.731.8000  
Fax: 979.846.2893  
[www.jonescarter.com](http://www.jonescarter.com)

Page 1 of 2

## FINAL CERTIFICATE OF SUBSTANTIAL COMPLETION

**Date:** April 1, 2022  
**Owner:** Brazos County Municipal Utility District No. 1  
**Contractor:** Burnside Services, Inc.  
**Engineer:** Jones | Carter  
**Project:** Southern Pointe Section 101 W,S,D and Paving

**This final Certificate of Substantial Completion applies to:**

☒ All Work

☐ The following specified portions of the Work: N/A

The Work to which this Certificate applies has been reviewed by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion designated above is hereby established in the preliminary Certificate of Substantial Completion, which is attached hereto.

The date upon this final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

The following documents are attached to and made a part of this Certificate: none



Page 2 of 2

### FINAL CERTIFICATE OF SUBSTANTIAL COMPLETION

**Date:** April 1, 2022  
**Owner:** Brazos County Municipal Utility District No. 1  
**Contractor:** Burnside Services, Inc.  
**Engineer:** Jones | Carter  
**Project:** Southern Pointe Section 101 W,S,D and Paving

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, is not a release of the Contractor's obligation to complete the Work in accordance with the Contract and does not warrant or imply a warranty of the Contractor's materials or workmanship.

**EXECUTED BY ENGINEER:**

By:   
(Authorized signature)

Name: Alex Pfefferkorn, PE, CFM

**ACKNOWLEDGED:**

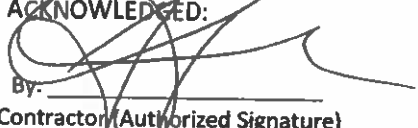
By: \_\_\_\_\_  
Owner (Authorized Signature)

Name:

Title:

Date:

**ACKNOWLEDGED:**

By:   
Contractor (Authorized Signature)

Name: Tina McKenzie

Title: Project Manager

Date: 4/1/2022

K:\13421\13421-0014-00 Southern Pointe - Section 101\3 Construction Phase\Contract Documents



Name of Project: Brazos County Municipal Utility District No. 1  
Probable Costs of Pavement Repairs

CI Job No. 2021100-BC1

Consulting Engineer: Costello, Inc.  
2107 CityWest Blvd., 3<sup>rd</sup> Floor  
Houston, Texas 77042

---

I certify that the attached estimate of the probable repair costs for concrete pavement constructed within Brazos County MUD No. 1, has been prepared based on current market conditions and material costs. Additionally, the breakdown accounts for the quantity of repairs which are typical of concrete pavement during a 10 year period of time for which the concrete is in use.

Sincerely,  
**Costello, Inc.**  
Brazos County MUD No 1  
District Engineer

A handwritten signature in blue ink, reading "Guy L. Humphrey".

Guy L. Humphrey, P.E.  
Division Manager – Land Development

**Brazos MUD No. 1 - Estimate of Probable Pavement Repair Costs**

**SP 101**

Eldora Drive	805 6"	\$7.53	\$6,061.65
Pocono Drive	805 6"	\$7.53	\$6,061.65
Patriot Drive	415 6"	\$7.53	\$3,124.95
			<u><b>\$15,248.25</b></u>

**SP102**

Patriot Drive	555 6"	\$7.53	\$4,179.15
Talladega Dr	415 6"	\$7.53	\$3,124.95
Wilksboro Dr.	415 6"	\$7.53	\$3,124.95
			<u><b>\$10,429.05</b></u>

**SP 103 and 119**

Patriot Drive	845 6"	\$7.53	\$6,362.85
Daytona Drive	415 6"	\$7.53	\$3,124.95
Rockford Drive	415 6"	\$7.53	\$3,124.95
Southern Cross Drive	415 6"	\$7.53	\$3,124.95
			<u><b>\$9,374.85</b></u>

**SP 200**

Darlington Ave	3500 8"	\$12.42	\$43,470.00
			<u><b>\$43,470.00</b></u>

**SP Entrance**

SP Parkway	1762 8"	12.42	\$21,884.04
Mather Pkwy	300 8"	12.42	\$3,726.00
			<u><b>\$25,610.04</b></u>

**SP 201**

Mather Pkwy	860 8"	12.42	\$10,681.20
Natchez Drive	698 6"	7.53	\$5,255.94
Kennesaw Drive	776 6"	7.53	\$5,843.28
Patriot Drive	852 6"	7.53	\$6,415.56
			<u><b>\$17,514.78</b></u>

Total Projected 10 year Maintenance Costs (Projects outside of 1 year)	<b>\$121,646.97</b>
<b>Projected 10 Year Annual Cost</b>	<b>\$12,164.70</b>
Projected 10 Year Monthly Cost	\$1,216.47

## AFFIDAVIT OF BILLS PAID

STATE OF TEXAS       §

§

COUNTY OF BRAZOS   §

Wallace Phillips III, being duly sworn that he/she is manager of Greens Prairie Investors, LTD, of Brazos County, Texas (hereinafter called "Company"); and

That said Company has performed work and/or furnished material for College Station Downtown Residential, LLC (hereinafter called "Owner"), pursuant to a contract, dated July 15, 2021 (hereinafter called "Contract") for the construction of:

### Southern Pointe Subdivision – Section 102

That all just and lawful invoices against the Company for labor, materials and expendable equipment employed in the performance of the Contract have been paid in full prior to acceptance of payments for the Owner; and

That no mechanic's or materialman's liens have been filed upon the property of the Owner or materials incorporated into the Facilities.

Greens Prairie Investors, LTD

By: Wallace Phillips III

Printed Name: Wallace Phillips III

Title: Manager

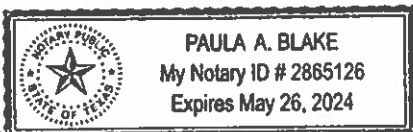
STATE OF TEXAS       §

§

COUNTY OF BRAZOS   §

Before me, the undersigned authority, on this day personally appeared Wallace Phillips III, manager of Greens Prairie Investors, LTD, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same as the act and deed of such manager, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVE UNDER MY HAND AND SEAL OF OFFICE, on the 30<sup>th</sup> day of June, 2022



(NOTARY SEAL)

Paula Blake  
Notary Public in and for the State of TEXAS

Printed Name: Paula Blake

Commission Expires: 5-26-2024



Office: 979.764.3900

Fax: 979.764.3910

February 28, 2022

Brazos County Municipal Utility District No. 1  
Board of Directors  
c/o Allen Boone Humphries Robinson, LLP  
3200 Southwest Freeway, Suite 2600  
Houston, TX 77027

**Re: SUBSTANTIAL COMPLETION LETTER**

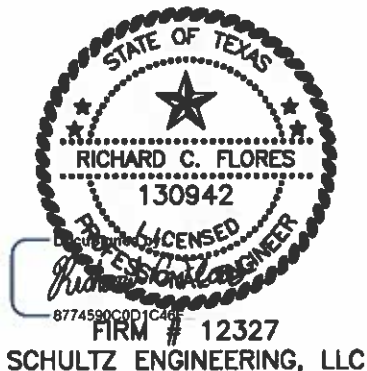
Construction of Water, Sewer, Drainage and Paving Improvements for Southern Pointe Subdivision  
– Section 102 for Brazos County M.U.D. No. 1  
CI Job No. 2021100-102-DS-109

Dear Directors:

Please let this letter confirm that the construction of the above-referenced facilities to serve Southern Pointe Subdivision, Section 102 was Substantially Complete on February 17, 2022.

I certify that, to the best of my knowledge and based on our periodic field observations, the above captioned project was constructed within acceptable construction tolerances and in substantial accordance with the plans and specifications, including all change orders.

Sincerely,



3/1/2022

Richard (Ricky) Flores  
SCHULTZ ENGINEERING, LLC  
Senior Civil Engineer

## AFFIDAVIT OF BILLS PAID

STATE OF TEXAS §

§

COUNTY OF BRAZOS §

Wallace Phillips III, being duly sworn that he/she is manager of Greens Prairie Investors, LTD, of Brazos County, Texas (hereinafter called "Company"); and

That said Company has performed work and/or furnished material for Southern Pointe Development, Inc. (hereinafter called "Owner"), pursuant to a contract, dated February 28, 2022 (hereinafter called "Contract") for the construction of:

**Proposed Street, Drainage and Utility Improvements for  
Southern Pointe Subdivision – Sections 103 and 119  
Brazos County Municipal Utility District No. 1**

That all just and lawful invoices against the Company for labor, materials and expendable equipment employed in the performance of the Contract have been paid in full prior to acceptance of payments for the Owner; and

That no mechanic's or materialman's liens have been filed upon the property of the Owner or materials incorporated into the Facilities.

Greens Prairie Investors, LTD

By: Wallace Phillips III

Printed Name: Wallace Phillips III

Title: Manager

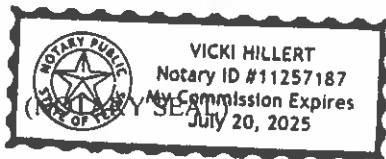
STATE OF TEXAS §

§

COUNTY OF BRAZOS §

Before me, the undersigned authority, on this day personally appeared Wallace Phillips III, manager of Greens Prairie Investors, LTD, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same as the act and deed of such Limited Partnership for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVE UNDER MY HAND AND SEAL OF OFFICE, on the 18 day of February, 2023



Vicki Hillert

Notary Public in and for the State of T E X A S

Printed Name: Vicki Hillert

Commission Expires: 7/20/2025



Office: 979.764.3900

Fax: 979.764.3910

August 22, 2022

Brazos County Municipal Utility District No. 1  
Board of Directors  
c/o Allen Boone Humphries Robinson, LLP  
3200 Southwest Freeway, Suite 2600  
Houston, TX 77027

Re: **SUBSTANTIAL COMPLETION LETTER**

Construction of Water, Sewer, Drainage and Paving Improvements for Southern Pointe Subdivision  
– Sections 103 and 119 for Brazos County M.U.D. No. 1  
CI Job No. 2021100-103-DS

Dear Directors:

Please let this letter confirm that the construction of the above-referenced facilities to serve Southern Pointe Subdivision, Sections 103 & 119 was Substantially Complete on July 26, 2022.

I certify that, to the best of my knowledge and based on our periodic field observations, the above captioned project was constructed within acceptable construction tolerances and in substantial accordance with the plans and specifications, including all change orders.

Sincerely,

A handwritten signature in black ink that reads 'Ricky Flores'. The signature is written in a cursive, flowing style.

Richard (Ricky) Flores  
SCHULTZ ENGINEERING, LLC  
Senior Civil Engineer





Name of Project: Brazos County Municipal Utility District No. 1  
Probable Costs of Pavement Repairs

CI Job No. 2021100-BC1

Consulting Engineer: Costello, Inc.  
2107 CityWest Blvd., 3<sup>rd</sup> Floor  
Houston, Texas 77042

---

I certify that the attached estimate of the probable repair costs for concrete pavement constructed within Brazos County MUD No. 1, has been prepared based on current market conditions and material costs. Additionally, the breakdown accounts for the quantity of repairs which are typical of concrete pavement during a 10 year period of time for which the concrete is in use.

Sincerely,  
**Costello, Inc.**  
Brazos County MUD No 1  
District Engineer

A handwritten signature in blue ink, appearing to read "Guy L. Humphrey".

Guy L. Humphrey, P.E.  
Division Manager – Land Development

**Brazos MUD No. 1 - Estimate of Probable Pavement Repair Costs**

**SP 101**

Eldora Drive	805 6"	\$7.53	\$6,061.65
Pocono Drive	805 6"	\$7.53	\$6,061.65
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			<u>\$15,248.25</u>

**SP102**

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Projected 10 Year Monthly Cost	\$1,216.47



Name of Project: Brazos County Municipal Utility District No. 1  
Probable Costs of Pavement Repairs

CI Job No. 2021100-BC1

Consulting Engineer: Costello, Inc.  
2107 CityWest Blvd., 3<sup>rd</sup> Floor  
Houston, Texas 77042

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Guy L. Humphrey, P.E.  
Division Manager – Land Development

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Patriot Drive	555 6"	\$7.53	\$4,179.15
Talladega Dr	415 6"	\$7.53	\$3,124.95
Wilksboro Dr.	415 6"	\$7.53	\$3,124.95
			<u>\$10,429.05</u>

**SP 103 and 119**

Patriot Drive	845 6"	\$7.53	\$6,362.85
Daytona Drive	415 6"	\$7.53	\$3,124.95
Rockford Drive	415 6"	\$7.53	\$3,124.95
Southern Cross Drive	415 6"	\$7.53	\$3,124.95
			<u>\$9,374.85</u>

**SP 200**

Darlington Ave	3500 8"	\$12.42	\$43,470.00
			<u>\$43,470.00</u>

**SP Entrance**

SP Parkway	1762 8"	12.42	\$21,884.04
Mather Pkwy	300 8"	12.42	\$3,726.00
			<u>\$25,610.04</u>

**SP 201**

Mather Pkwy	860 8"	12.42	\$10,681.20
Natchez Drive	698 6"	7.53	\$5,255.94
Kennesaw Drive	776 6"	7.53	\$5,843.28
Patriot Drive	852 6"	7.53	\$6,415.56
			<u>\$17,514.78</u>

Total Projected 10 year Maintenance Costs (Projects outside of 1 year)	<b>\$121,646.97</b>
<b>Projected 10 Year Annual Cost</b>	<b>\$12,164.70</b>
<b>Projected 10 Year Monthly Cost</b>	<b>\$1,216.47</b>



150 Venture Drive, Suite 100  
College Station, TX 77845  
Tel: 979.731.8000  
Fax: 979.846.2893  
[www.jonescarter.com](http://www.jonescarter.com)

March 30, 2022

Board of Directors  
Brazos County Municipal Utility District No. 1  
c/o Allen Boone Humphries Robinson, LLP  
3200 Southwest Fwy., Suite 2600  
Houston, TX 77027

Attn: Mr. Steve Robinson

Re: Construction of Southern Pointe – Section 200 WS&D and Paving  
Brazos County Municipal Utility District No. 1  
Future Bond Issue – Amount Undetermined  
TIN No. 47-2890676

Dear Directors:

Enclosed is Progress Payment Request No. 10 & Final from Burnside Services, Inc. for the referenced project. The estimate is in order and we recommend payment in the amount of **\$230,280.40** to Burnside Services, Inc.

Also enclosed is Construction Progress Report No. 10, which is submitted in accordance with Texas Commission on Environmental Quality Rule No. 293.62. This report covers construction activities for the referenced project during the period July 26, 2021 to December 21, 2021.

Sincerely,

Alex S. Pfefferkorn, PE CFM  
Land Development Manager

ASP\smd  
Enclosure

cc: Burnside Services, Inc.  
Mr. Bill Mather – BV Southern Pointe Development, Inc.  
Texas Commission on Environmental Quality - Waco



150 Venture Drive, Suite 100  
College Station, TX 77845  
Tel: 979.731.8000  
Fax: 979.846.2893  
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March 30, 2022

Construction Progress Report No. 10 & Final  
Period July 26, 2021 to December 21, 2021

Construction of Southern Pointe – Section 200 WS&D and Paving  
Brazos County Municipal Utility District No. 1  
Future Bond Issue – Amount Undetermined  
TIN No. 47-2890676

Contract:

- A. Contractor: Burnside Services, Inc.
- B. Contract Date: October 20, 2020
- C. Authorization to Proceed: November 2, 2020 (180 Calendar Days)
- D. Completion Date: April 30, 2021
- E. Total Approved Impact Days: 64\*
- F. Revised Completion Date: July 3, 2021\*
- G. Contract Time Used: 266 Calendar Days (148%)

I. General

Closed out Project

II. Change Orders

- A. Liquidated Damages Assessed due to exceeding contracted completion days.

III. Frequency of Observation

- A. Field Representative – On-site periodically
- B. Engineer Observation - On-site periodically

IV. Problems

No Problems This Report.

**TO OWNER/CLIENT:**  
Brazos County Municipal Utility District No. 1  
Texas

**PROJECT:**  
Southern Pointe, Section 200 WS&D and Paving  
871 Peach Creek Cutoff  
College Station, Texas 77845

**FROM CONTRACTOR:**  
Burnside Services, Inc.  
1110 Navasota Ridge Rd  
Navasota, Texas 77866

**VIA ARCHITECT/ENGINEER:**  
Alex Pfeiffer (Jones-Carter, College Station)  
150 Venture Dr, Suite 100  
College Station, Texas 77845

**CONTRACT FOR:** Construction of Southern Pointe, Section 200 WS&D and Paving

**APPLICATION NO:** 10  
**INVOICE NO:** 10  
**PERIOD:** 07/26/21 - 12/21/21  
**PROJECT NO:** 13421-0015-00 331  
**CONTRACT DATE:** 10/20/2020

### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1.	Original Contract Sum	\$2,253,513.25
2.	Net change by change orders	\$70,506.70
3.	Contract Sum to date (Line 1 ± 2)	\$2,324,019.95
4.	Total completed and stored to date (Column G on detail sheet)	\$2,324,019.95
5.	Retainage:	
	a. 0.00% of completed work	\$0.00
	b. 0.00% of stored material	\$0.00
	Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$0.00
6.	Total Liquidated Damages Assessed	\$70,506.70
7.	Total earned less retainage & assessed liquidated damages (Line 4 less Line 5 & Line 6 Total)	\$2,253,513.25
8.	Less previous certificates for payment (Line 6 from prior certificate)	\$2,023,232.85
9.	Current payment due:	\$230,280.40
10.	Balance to finish, including retainage (Line 3 less Line 7)	\$0.00

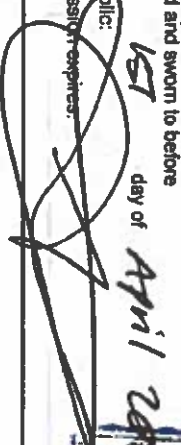
CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:		\$25,184.00	\$0.00
Total approved this month:		\$45,322.70	\$0.00
Totals:		\$70,506.70	\$0.00
Net change by change orders:		\$70,506.70	

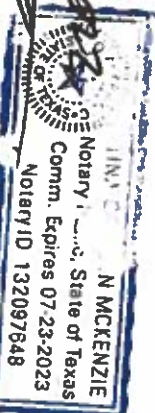
The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

CONTRACTOR: Burnside Services, Inc.

By: 

Date: 4/1/22

State of TEXAS  
County of BRAZOS  
Subscribed and sworn to before me this 1st day of April 2022  
Notary Public:   
My commission expires: 07-23-2023



### ARCHITECTS/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect/Engineer certifies to the Owner/Client that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED:

\$277,787.02

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to confirm the amount certified.)

ARCHITECT/ENGINEER:

By: 

Date: 3/30/2022

This certificate is not negotiable. The amount certified is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to the rights of the Owner/Client or Contractor under this Contract.

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.  
Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 10  
APPLICATION DATE:  
PERIOD: 07/26/21 - 12/21/21

Contract Lines

ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	C SCHEDULED VALUE			D FROM PREVIOUS APPLICATION (D + E)		E THIS PERIOD		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)			H BALANCE TO FINISH (C - G)	I RETAINAGE
			QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE		QTY	VALUE	% (G / C)		
1	01-1.0	Move-in and start-up, including performance, payment bonds and insurance. Other	1.0	\$44,187.00	\$44,187.00	1.0	\$44,187.00	0.0	\$0.00	\$0.00	1.0	\$44,187.00	100.00%	\$0.00	\$437.30
2	01-2.0	ON-SITE Disposal of Excess Utility Swale Excavation (includes site Preparation of Spoil Areas; scarifying, compaction, and proof-rolling of spoil areas; hauling excavation, spreading fill, compacting fill to 95% of ASM D998; and grading completed fill to assure positive drainage). Other	5350.0	\$3.00	\$16,050.00	5350.0	\$16,050.00	0.0	\$0.00	\$0.00	5350.0	\$16,050.00	100.00%	\$0.00	\$158.84
3	01-3.0	Stabilized Construction Access including Maintenance and Removal Other	2.0	\$1,500.00	\$3,000.00	2.0	\$3,000.00	0.0	\$0.00	\$0.00	2.0	\$3,000.00	100.00%	\$0.00	\$29.88
4	01-4.0	Erosion Control Plan Implementation and maintenance, in accordance with TPDES	1.0	\$1,000.00	\$1,000.00	1.0	\$1,000.00	0.0	\$0.00	\$0.00	1.0	\$1,000.00	100.00%	\$0.00	\$9.80



A ITEM NO.	B BUDGET CODE	C DESCRIPTION OF WORK	D SCHEDULED VALUE		E FROM PREVIOUS APPLICATION (D + E)		F THIS PERIOD		G MATERIALS PRESENTLY STORED (NOT IN D OR E)	H TOTAL COMPLETED AND STORED TO DATE (D + E + F)			I BALANCE TO FINISH (C - G)	J RETAINAGE
			QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE	QTY	VALUE	% (G / C)		
		with TPDES, Other												
5	01-5.0	Hydro-Mulch seeding in R.O.W. as directed by Engineer. Contractor to ensure growth of vegetation by whatever means necessary including reseeding or watering at no separate pay as directed By Engineer.	3.38	\$2,500.00	\$8,400.00	0.0	\$0.00	3.38	\$8,400.00	3.38	\$8,400.00	100.00%	\$0.00	\$83.13
6	01-6.0	Concrete Truck Washout Area, Other	1.0	\$400.00	\$400.00	1.0	\$400.00	0.0	\$0.00	1.0	\$400.00	100.00%	\$0.00	\$3.96
7	01-7.0	Broadcast seeding within Plat Boundary using a mixture of seeds, fertilizing, and watering as required in Standard Specifications.	22.0	\$400.00	\$8,800.00	0.0	\$0.00	22.0	\$8,800.00	22.0	\$8,800.00	100.00%	\$0.00	\$87.06
8	01-8.0	Silt Fence Assembly, Complete in Place. (SWPP1-03), Other	7555.0	\$1.20	\$9,546.00	8364.0	\$7,836.80	1591.0	\$1,909.20	7555.0	\$9,546.00	100.00%	\$0.00	\$94.47
9	01-9.0	Rock Filter Dam, Other	1.0	\$2,500.00	\$2,500.00	1.0	\$2,500.00	0.0	\$0.00	1.0	\$2,500.00	100.00%	\$0.00	\$24.74
10	01-10.0	Inlet Protection (Lower Stage), Other	21.0	\$50.00	\$1,050.00	21.0	\$1,050.00	0.0	\$0.00	21.0	\$1,050.00	100.00%	\$0.00	\$10.39

A	B	C	D		E		F	G			H	I			
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)									
						QTY		VALUE	QTY	VALUE			% (G / C)		
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE			
11	01-11.0 Inlet Protection (Upper Stage), Other	Inlet Protection (Upper Stage)	21.0	\$50.00	\$1,050.00	21.0	\$1,050.00	0.0	\$0.00	\$0.00	21.0	\$1,050.00	100.00%	\$0.00	\$10.39
12	01-12.0 Traffic Control at Dairington and Eldora Drive, Other	Traffic Control at Dairington and Eldora Drive	1.0	\$2,500.00	\$2,500.00	1.0	\$2,500.00	0.0	\$0.00	\$0.00	1.0	\$2,500.00	100.00%	\$0.00	\$24.74
13	02-13.0 12-Inch C-800 AWWA (DR14) PVC Waterline with Bank Bedding & Haunching, and Structural Backfill by Open Cut, All Depths, and testing, w/ Tracer Wire & Detector Tape, complete in place, Other	12-Inch C-800 AWWA (DR14) PVC Waterline with Bank Bedding & Haunching, and Structural Backfill by Open Cut, All Depths, and testing, w/ Tracer Wire & Detector Tape, complete in place.	992.0	\$36.00	\$35,712.00	992.0	\$35,712.00	0.0	\$0.00	\$0.00	992.0	\$35,712.00	100.00%	\$0.00	\$353.43
14	02-14.0 8-Inch C-800 AWWA (DR14) PVC Waterline with Bank Bedding & Haunching, and Structural Backfill by Open Cut, All Depths, and testing, w/ Tracer Wire & Detector Tape, complete in place, Other	8-Inch C-800 AWWA (DR14) PVC Waterline with Bank Bedding & Haunching, and Structural Backfill by Open Cut, All Depths, and testing, w/ Tracer Wire & Detector Tape, complete in place.	326.0	\$26.00	\$8,476.00	326.0	\$8,476.00	0.0	\$0.00	\$0.00	326.0	\$8,476.00	100.00%	\$0.00	\$63.86
15	02-15.0 8-Inch C-800 AWWA (DR14) PVC Waterline with Bank Bedding & Haunching, and Structural Backfill by Open Cut, All Depths, and testing, w/ Tracer Wire & Detector Tape, complete in place, Other	8-Inch C-800 AWWA (DR14) PVC Waterline with Bank Bedding & Haunching, and Structural Backfill by Open Cut, All Depths, and testing, w/ Tracer Wire & Detector Tape, complete in place.	116.0	\$20.00	\$2,320.00	116.0	\$2,320.00	0.0	\$0.00	\$0.00	116.0	\$2,320.00	100.00%	\$0.00	\$22.96

A	BUDGET CODE	DESCRIPTION OF WORK	C SCHEDULED VALUE			D FROM PREVIOUS APPLICATION (D + E)		E THIS PERIOD		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)			H BALANCE TO FINISH (C - G)	I RETAINAGE
			QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE		QTY	VALUE	% (G / C)		
		and Structural Backfill by Open Cut, All Depths, and testing, w/ Tracer Wire & Detector Tape, complete in place. Other													
18	02-18.0	Remove existing 12-inch PVC Waterline, fittings included, and replace with Structural Backfill. (See Sheets W 3.01, W 3.02, W 3.03, and W 3.03). Other	488.0	\$15.00	\$7,320.00	488.0	\$7,320.00	0.0	\$0.00	\$0.00	488.0	\$7,320.00	100.00%	\$0.00	\$72.44
17	02-17.0	12" MJ Gate Valve w/ MJ Anchor Couplings, complete in place. Other	2.0	\$2,200.00	\$4,400.00	2.0	\$4,400.00	0.0	\$0.00	\$0.00	2.0	\$4,400.00	100.00%	\$0.00	\$43.55
18	02-18.0	12" MJ Gate Valve & Box, complete in place. Other	5.0	\$2,500.00	\$12,500.00	5.0	\$12,500.00	0.0	\$0.00	\$0.00	5.0	\$12,500.00	100.00%	\$0.00	\$123.71
19	02-18.0	8" MJ Gate Valve & Box, complete in place. Other	1.0	\$1,000.00	\$1,000.00	1.0	\$1,000.00	0.0	\$0.00	\$0.00	1.0	\$1,000.00	100.00%	\$0.00	\$9.80
20	02-20.0	12"x12" MJ D.I Tee, complete in place. Other	2.0	\$200.00	\$400.00	2.0	\$400.00	0.0	\$0.00	\$0.00	2.0	\$400.00	100.00%	\$0.00	\$3.98
21	02-21.0	12"x8" MJ D.I Tee, complete in place. Other	1.0	\$300.00	\$300.00	1.0	\$300.00	0.0	\$0.00	\$0.00	1.0	\$300.00	100.00%	\$0.00	\$2.87
22	02-22.0	12" MJ D.I Plug, complete in place. Other	4.0	\$375.00	\$1,500.00	4.0	\$1,500.00	0.0	\$0.00	\$0.00	4.0	\$1,500.00	100.00%	\$0.00	\$14.85

A	B	C			D		E		F	G			H	I	
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE			FROM PREVIOUS APPLICATION (D + E)		THIS PERIOD		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)			BALANCE TO FINISH (C - G)	RETAINAGE
			QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE		QTY	VALUE	% (G / C)		
23	02-23.0 6" M.J.D.I Plug, complete in place, Other	6" M.J.D.I Plug, complete in place.	4.0	\$300.00	\$1,200.00	4.0	\$1,200.00	0.0	\$0.00	\$0.00	4.0	\$1,200.00	100.00%	\$0.00	\$11.86
24	02-24.0 6" M.J.D.I Plug, complete in place, Other	6" M.J.D.I Plug, complete in place.	3.0	\$275.00	\$825.00	3.0	\$825.00	0.0	\$0.00	\$0.00	3.0	\$825.00	100.00%	\$0.00	\$8.16
25	02-25.0 6" M.J.D.I, 45 Bend, complete in place, Other	6" M.J.D.I, 45 Bend, complete in place.	2.0	\$200.00	\$400.00	2.0	\$400.00	0.0	\$0.00	\$0.00	2.0	\$400.00	100.00%	\$0.00	\$3.96
26	02-26.0 12" M.J.D.I, 45 Bend, complete in place, Other	12" M.J.D.I, 45 Bend, complete in place.	6.0	\$250.00	\$1,500.00	6.0	\$1,500.00	0.0	\$0.00	\$0.00	6.0	\$1,500.00	100.00%	\$0.00	\$14.85
27	02-27.0 2" Blow-off valve assembly w/ box per BCS Details, complete in place, Other	2" Blow-off valve assembly w/ box per BCS Details, complete in place.	6.0	\$450.00	\$2,700.00	6.0	\$2,700.00	0.0	\$0.00	\$0.00	6.0	\$2,700.00	100.00%	\$0.00	\$26.72
28	02-28.0 Well Connection to Existing Waterline Including all Fittings, Adapters, Etc. (12" Connection), complete in place. (See sheets W/01, W/02, & W/03), Other	Well Connection to Existing Waterline Including all Fittings, Adapters, Etc. (12" Connection), complete in place. (See sheets W/01, W/02, & W/03)	6.0	\$500.00	\$3,000.00	6.0	\$3,000.00	0.0	\$0.00	\$0.00	6.0	\$3,000.00	100.00%	\$0.00	\$29.68
29	02-28.0 Tie-In to Existing Waterline Including all Fittings, Adapters, Etc. (12" Connection), complete in place, Other	Tie-In to Existing Waterline Including all Fittings, Adapters, Etc. (12" Connection), complete in place.	2.0	\$950.00	\$1,900.00	2.0	\$1,900.00	0.0	\$0.00	\$0.00	2.0	\$1,900.00	100.00%	\$0.00	\$18.80
30	02-30.0 Tie-In to Existing Waterline	Tie-In to Existing Waterline Including all Fittings, Adapters.	3.0	\$1,500.00	\$4,500.00	3.0	\$4,500.00	0.0	\$0.00	\$0.00	3.0	\$4,500.00	100.00%	\$0.00	\$44.54

A	B	C				D		E		F	G			H		I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE			FROM PREVIOUS APPLICATION (D + E)		THIS PERIOD		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)			BALANCE TO FINISH (C - G)	RETAINAGE	
			QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE		QTY	VALUE	% (G / C)			
		(including all Fittings, Adapters, Etc. (6" Connection), complete in place. Other														
31	02-31.0 Tie-In to Existing Waterline including all Fittings, Adapters, Etc. (6" Connection), complete in place. Other	Tie-In to Existing Waterline including all Fittings, Adapters, Etc. (6" Connection), complete in place.	3.0	\$800.00	\$2,700.00	3.0	\$2,700.00	0.0	\$0.00	\$0.00	3.0	\$2,700.00	100.00%	\$0.00	\$26.72	
32	02-32.0 Single Short Service On Existing Waterline per BCS Details, Other	Single Short Service On Existing Waterline per BCS Details	2.0	\$500.00	\$1,000.00	2.0	\$1,000.00	0.0	\$0.00	\$0.00	2.0	\$1,000.00	100.00%	\$0.00	\$9.80	
33	02-33.0 Double Short Service On Existing Waterline per BCS Details, Other	Double Short Service On Existing Waterline per BCS Details	8.0	\$1,000.00	\$8,000.00	8.0	\$8,000.00	0.0	\$0.00	\$0.00	8.0	\$8,000.00	100.00%	\$0.00	\$89.07	
34	02-34.0 Single Long Service On Existing Waterline per BCS Details, Other	Single Long Service On Existing Waterline per BCS Details	5.0	\$750.00	\$3,750.00	5.0	\$3,750.00	0.0	\$0.00	\$0.00	5.0	\$3,750.00	100.00%	\$0.00	\$37.11	
35	02-35.0 Double Long Service On Existing Waterline per BCS Details, Other	Double Long Service On Existing Waterline per BCS Details	15.0	\$1,750.00	\$26,250.00	15.0	\$26,250.00	0.0	\$0.00	\$0.00	15.0	\$26,250.00	100.00%	\$0.00	\$259.79	
36	02-36.0 Single Short Service per BCS Details, Other	Single Short Service per BCS Details	1.0	\$500.00	\$500.00	1.0	\$500.00	0.0	\$0.00	\$0.00	1.0	\$500.00	100.00%	\$0.00	\$4.95	
37	02-37.0 Double Short Service per BCS Details, Other	Double Short Service per BCS Details	2.0	\$1,000.00	\$2,000.00	2.0	\$2,000.00	0.0	\$0.00	\$0.00	2.0	\$2,000.00	100.00%	\$0.00	\$13.78	

A ITEM NO.	B BUDGET CODE	C DESCRIPTION OF WORK	D			E		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G			H BALANCE TO FINISH (C - G)	I RETAINAGE	
			SCHEDULED VALUE			FROM PREVIOUS APPLICATION (D + E)			THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D + E + F)			
			QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE	QTY	VALUE	% (G / C)		
38	02-38.0 Single Long Service per BCS Details, Other	Single Long Service per BCS Details	1.0	\$1,000.00	\$1,000.00	1.0	\$1,000.00	0.0	\$0.00	\$0.00	\$1,000.00	100.00%	\$0.00	\$8.80
39	02-39.0 Double Long Service per BCS Details, Other	Double Long Service per BCS Details	2.0	\$2,000.00	\$4,000.00	2.0	\$4,000.00	0.0	\$0.00	\$0.00	\$4,000.00	100.00%	\$0.00	\$38.56
40	02-40.0 Trench safety system for waterline, All pipe, All size, All depths, Other	Trench safety system for waterline, All pipe, All size, All depths	1434.0	\$1.00	\$1,434.00	1434.0	\$1,434.00	0.0	\$0.00	\$0.00	\$1,434.00	100.00%	\$0.00	\$14.19
41	02-41.0 Final Adjustment of Existing Fire Hydrants, Other	Final Adjustment of Existing Fire Hydrants	3.0	\$500.00	\$1,500.00	3.0	\$1,500.00	0.0	\$0.00	\$0.00	\$1,500.00	100.00%	\$0.00	\$14.85
42	03-42.0 4" Dia. Pre-Cast Sanitary Sewer Manhole with 32" Dia. Traffic Rated Ring & Cover, Complete in Place, (All Depths), Other	4" Dia. Pre-Cast Sanitary Sewer Manhole with 32" Dia. Traffic Rated Ring & Cover, Complete in Place, (All Depths)	19.0	\$2,800.00	\$53,200.00	19.0	\$53,200.00	0.0	\$0.00	\$0.00	\$53,200.00	100.00%	\$0.00	\$526.50
43	03-43.0 Final Adjustment of 32" Dia. Traffic Rated Ring & Cover to Final Grade, Other	Final Adjustment of 32" Dia. Traffic Rated Ring & Cover to Final Grade	19.0	\$350.00	\$6,650.00	19.0	\$6,650.00	0.0	\$0.00	\$0.00	\$6,650.00	100.00%	\$0.00	\$65.81
44	03-44.0 12" ASTM D-3034 SDR-26 PVC Sanitary Sewer with Structural Backfill by Open Cut, w/ detector tape, Complete in Place, (All Depths)	12" ASTM D-3034 SDR-26 PVC Sanitary Sewer with Structural Backfill by Open Cut, w/ detector tape, Complete in Place, (All Depths)	2750.0	\$42.00	\$115,500.00	2750.0	\$115,500.00	0.0	\$0.00	\$0.00	\$115,500.00	100.00%	\$0.00	\$1,143.07
45	03-45.0 8" ASTM D-3034 SDR-26 PVC	8" ASTM D-3034 SDR-26 PVC	453.0	\$31.00	\$14,043.00	453.0	\$14,043.00	0.0	\$0.00	\$0.00	\$14,043.00	100.00%	\$0.00	\$138.86

A ITEM NO.	B BUDGET CODE	C DESCRIPTION OF WORK	D				E		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G			H BALANCE TO FINISH (C - G)	I RETAINAGE	
			SCHEDULED VALUE		FROM PREVIOUS APPLICATION (D + E)		THIS PERIOD			TOTAL COMPLETED AND STORED TO DATE (D + E + F)					
			QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY		VALUE	QTY	VALUE			% (G / C)
	6" ASTM D-3034 SDR-28 PVC Sanitary Sewer with Structural Backfill by Open Cut, w/ detector tape, Complete in Place. (All Depths) Other	Sanitary Sewer with Structural Backfill by Open Cut, w/ detector tape, Complete in Place. (All Depths)													
46	03-48.0 6" ASTM D-3034 SDR-28 PVC Sanitary Sewer with Structural Backfill by Open Cut, w/ detector tape, Complete in Place. (All Depths) Other	6" ASTM D-3034 SDR-28 PVC Sanitary Sewer with Structural Backfill by Open Cut, w/ detector tape, Complete in Place. (All Depths)	752.0	\$21.00	\$15,792.00	752.0	\$15,792.00	0.0	\$0.00	\$0.00	752.0	\$15,792.00	100.00%	\$0.00	\$156.28
47	03-47.0 12" PVC sanitary sewer carrier pipe, 18"x12" Steel Casing with Stainless Steel spacers and end seals w/ Cement Stabilized Sand, Other	12" PVC sanitary sewer carrier pipe, 18"x12" Steel Casing with Stainless Steel spacers and end seals w/ Cement Stabilized Sand	25.0	\$200.00	\$5,000.00	25.0	\$5,000.00	0.0	\$0.00	\$0.00	25.0	\$5,000.00	100.00%	\$0.00	\$49.48
48	03-48.0 4" Short Single Sewer Service: ASTM D-3034 SDR-28 including all necessary fittings, and clean-out at property line in plastic meter box. Other	4" Short Single Sewer Service: ASTM D-3034 SDR-28 including all necessary fittings, and clean-out at property line in plastic meter box.	4.0	\$600.00	\$2,400.00	4.0	\$2,400.00	0.0	\$0.00	\$0.00	4.0	\$2,400.00	100.00%	\$0.00	\$23.75
49	03-49.0 4" Short Double Sewer Service: ASTM D-3034 SDR-28 including all necessary fittings, and clean-out at property line in plastic meter box.	4" Short Double Sewer Service: ASTM D-3034 SDR-28 including all necessary fittings, and clean-out at property line in plastic meter box.	18.0	\$1,200.00	\$21,600.00	18.0	\$21,600.00	0.0	\$0.00	\$0.00	18.0	\$21,600.00	100.00%	\$0.00	\$213.77





A ITEM NO.	B BUDGET CODE	C DESCRIPTION OF WORK	D		E		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE
			QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE		
56	03-58.0	8" PVC Plug, Complete in Place. Other	2.0	\$300.00	\$600.00	2.0	\$600.00	0.0	\$0.00	\$0.00	\$5.94
57	03-57.0	External Drops, 6" & 8", all depths, complete in place. Other	1.0	\$500.00	\$500.00	1.0	\$500.00	0.0	\$0.00	\$0.00	\$4.95
58	03-58.0	Tie-In to Existing Sanitary Sewer Including all Fittings, Adapters, Etc. (12" Connection), complete in place. Other	1.0	\$500.00	\$500.00	1.0	\$500.00	0.0	\$0.00	\$0.00	\$4.95
59	03-59.0	TV Inspection of ALL Sanitary Sewer lines Including Cleaning of Pipes, All Sizes & Depths. Other	3955.0	\$1.00	\$3,955.00	3955.0	\$3,955.00	0.0	\$0.00	\$0.00	\$38.14
60	03-60.0	Trench safety system for Sanitary Sewer pipe, all sizes & depths. Other	3955.0	\$1.00	\$3,955.00	3955.0	\$3,955.00	0.0	\$0.00	\$0.00	\$38.14
61	04-61.0	24" Diameter HDPE Waterlight Storm Sewer Pipe with Cement Stabilized Sand Bedding & Haunching with Structural Backfill, All Depths. Other	98.0	\$50.00	\$4,900.00	98.0	\$4,900.00	0.0	\$0.00	\$0.00	\$48.49
62	04-62.0	30" Diameter HDPE Waterlight Storm	597.0	\$65.00	\$38,805.00	597.0	\$38,805.00	0.0	\$0.00	\$0.00	\$384.04

A ITEM NO.	B BUDGET CODE	C DESCRIPTION OF WORK	D FROM PREVIOUS APPLICATION (D + E)		E THIS PERIOD		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)			H BALANCE TO FINISH (C - G)	I RETAINAGE
			QTY	VALUE	QTY	VALUE		QTY	VALUE	% (e/c)		
		36" Diameter HDPE Waterlight Storm Sewer Pipe with Cement Stabilized Sand Bedding & Haunching with Structural Backfill, All Depths, Other										
	04-63.0	36" Diameter HDPE Waterlight Storm Sewer Pipe with Cement Stabilized Sand Bedding & Haunching with Structural Backfill, All Depths, Other										
63	04-63.0	36" Diameter HDPE Waterlight Storm Sewer Pipe with Cement Stabilized Sand Bedding & Haunching with Structural Backfill, All Depths.	25.0	\$90.00	35.0	\$3,150.00	\$0.00	35.0	\$3,150.00	100.00%	\$0.00	\$31.17
	04-64.0	42" Diameter HDPE Waterlight Storm Sewer Pipe with Cement Stabilized Sand Bedding & Haunching with Structural Backfill, All Depths, Other										
64	04-64.0	42" Diameter HDPE Waterlight Storm Sewer Pipe with Cement Stabilized Sand Bedding & Haunching with Structural Backfill, All Depths.	112.0	\$100.00	112.0	\$11,200.00	\$0.00	112.0	\$11,200.00	100.00%	\$0.00	\$110.64
	04-65.0	48" Diameter HDPE Waterlight Storm Sewer Pipe with Cement Stabilized Sand Bedding & Haunching with Structural Backfill, All Depths.										
65	04-65.0	48" Diameter HDPE Waterlight Storm Sewer Pipe with Cement Stabilized Sand Bedding & Haunching with Structural Backfill, All Depths.	165.0	\$140.00	165.0	\$23,100.00	\$0.00	165.0	\$23,100.00	100.00%	\$0.00	\$228.61

A ITEM NO.	B BUDGET CODE	C DESCRIPTION OF WORK	D SCHEDULED VALUE			E FROM PREVIOUS APPLICATION (D + E)		F THIS PERIOD		G MATERIALS PRESENTLY STORED (NOT IN D OR E)	H TOTAL COMPLETED AND STORED TO DATE (D + E + F)			I BALANCE TO FINISH (G - H)	J RETAINAGE
			QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE		QTY	VALUE	% (G / H)		
66	04-66.0 Backfill, All Depths, Other	60" Diameter HDPE Waterright Storm Sewer Pipe with Cement Stabilized Sand Bedding & Haunching with Structural Backfill, All Depths, Other	112.0	\$200.00	\$22,400.00	112.0	\$22,400.00	0.0	\$0.00	\$0.00	112.0	\$22,400.00	100.00%	\$0.00	\$221.89
67	04-67.0 24" Diameter ASTM C-76 Class III Gasketed RCP Storm Sewer Pipe with Cement Stabilized Sand Bedding & Haunching with Structural Backfill, All Depths, Other	24" Diameter ASTM C-76 Class III Gasketed RCP Storm Sewer Pipe with Cement Stabilized Sand Bedding & Haunching with Structural Backfill, All Depths, Other	347.0	\$65.00	\$22,555.00	347.0	\$22,555.00	0.0	\$0.00	\$0.00	347.0	\$22,555.00	100.00%	\$0.00	\$223.22
68	04-68.0 30" Diameter ASTM C-76 Class III Gasketed RCP Storm Sewer Pipe with Cement Stabilized Sand Bedding & Haunching with Structural Backfill, All Depths, Other	30" Diameter ASTM C-76 Class III Gasketed RCP Storm Sewer Pipe with Cement Stabilized Sand Bedding & Haunching with Structural Backfill, All Depths, Other	158.0	\$75.00	\$11,850.00	158.0	\$11,850.00	0.0	\$0.00	\$0.00	158.0	\$11,850.00	100.00%	\$0.00	\$117.28
69	04-69.0 36" Diameter ASTM C-76 Class III Gasketed RCP Storm Sewer Pipe with Cement Stabilized Sand Bedding & Haunching with	36" Diameter ASTM C-76 Class III Gasketed RCP Storm Sewer Pipe with Cement Stabilized Sand Bedding & Haunching with	125.0	\$108.00	\$13,500.00	125.0	\$13,500.00	0.0	\$0.00	\$0.00	125.0	\$13,500.00	100.00%	\$0.00	\$133.61



A ITEM NO.	B BUDGET CODE	C DESCRIPTION OF WORK	D		E		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G			H BALANCE TO FINISH (C - G)	I RETAINAGE
			QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE	% (G / C)		
		Depths, Other										
73	04-73.0 Storm Sewer Junction Box (24" - 42" Pipe), Per BCS Detail D1-02, complete in place, Other	Storm Sewer Junction Box (24" - 42" Pipe), Per BCS Detail D1-02, complete in place.	10.0	\$3,500.00	\$35,000.00	10.0	\$35,000.00	0.0	\$0.00	\$0.00	\$0.00	\$348.38
74	04-74.0 Storm Sewer Junction Box (44" - 60" Pipe), Per Detail Standard Junction Box (60" and Smaller) on Sheet D-1.02, complete in place, Other	Storm Sewer Junction Box (44" - 60" Pipe), Per Detail Standard Junction Box (60" and Smaller) on Sheet D-1.02, complete in place.	4.0	\$9,300.00	\$37,200.00	6.0	\$55,800.00	0.0	\$0.00	\$0.00	\$0.00	\$552.23
75	04-75.0 Storm Sewer Junction Box (24" - 42" Pipe) with Temporary E-Intel Top, Per BCS Detail D1-02, complete in place, Other	Storm Sewer Junction Box (24" - 42" Pipe) with Temporary E-Intel Top, Per BCS Detail D1-02, complete in place.	1.0	\$4,300.00	\$4,300.00	1.0	\$4,300.00	0.0	\$0.00	\$0.00	\$0.00	\$42.56
76	04-76.0 Storm Sewer Junction Box 42"x60" Junction Box Per BCS Detail D1-02 w/ Temporary Neenah R-1878-811G Grates, Other	Storm Sewer Junction Box 42"x60" Junction Box Per BCS Detail D1-02 w/ Temporary Neenah R-1878-811G Grates	3.0	\$6,300.00	\$18,900.00	3.0	\$18,900.00	0.0	\$0.00	\$0.00	\$0.00	\$187.05
77	04-77.0 Storm Sewer Junction Box 84"x60" Junction Box Per Sheet D1.02 w/ 2 Temporary Neenah R-1878-811G Grates, Other	Storm Sewer Junction Box 84"x60" Junction Box Per Sheet D1.02 w/ 2 Temporary Neenah R-1878-811G Grates	1.0	\$7,700.00	\$7,700.00	1.0	\$7,700.00	0.0	\$0.00	\$0.00	\$0.00	\$76.20

A	B	C	D		E		F	G			H	I
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)						
								QTY	VALUE	QTY		
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	QTY	UNIT PRICE	VALUE	QTY	VALUE	MATERIALS PRESENTLY STORED (NOT IN D OR E)	QTY	VALUE	BALANCE TO FINISH (C - G)	RETAINAGE
78	04-78.0 Stage 1 for Recessed Curb Inlet (24 - 42" Pipe) (B/C/S Detail D1-00), Other	Stage 1 for Recessed Curb Inlet (24 - 42" Pipe) (B/C/S Detail D1-00)	14.0	\$2,300.00	\$32,200.00	14.0	\$32,200.00	0.0		\$0.00	\$0.00	\$318.67
79	04-78.0 Stage 1 for Recessed Curb Inlet (48-72" Pipe) Per Detail Standard Junction Box with Curb Inlet on Sheet D1.02, Complete in Place, Other	Stage 1 for Recessed Curb Inlet (48-72" Pipe) Per Detail Standard Junction Box with Curb Inlet on Sheet D1.02, Complete in Place	2.0	\$5,800.00	\$11,200.00	2.0	\$11,200.00	0.0		\$0.00	\$0.00	\$113.84
80	04-80.0 Stage 2 for Recessed Curb Inlet - 5' Opening (All Pipe Sizes) (B/C/S Detail D1-02), Other	Stage 2 for Recessed Curb Inlet - 5' Opening (All Pipe Sizes) (B/C/S Detail D1-02)	4.0	\$4,200.00	\$16,800.00	4.0	\$16,800.00	0.0		\$0.00	\$0.00	\$166.26
81	04-81.0 Stage 2 for Recessed Curb Inlet - 5' Opening with 5' Extension One Side (All Pipe Sizes) (B/C/S Detail D1-02), Other	Stage 2 for Recessed Curb Inlet - 5' Opening with 5' Extension One Side (All Pipe Sizes) (B/C/S Detail D1-02)	8.0	\$4,800.00	\$38,400.00	8.0	\$38,400.00	0.0		\$0.00	\$0.00	\$380.03
82	04-82.0 Stage 2 for Recessed Curb Inlet - 5' Opening with 5' Extension Two Sides (All Pipe Sizes) (B/C/S Detail D1-02), Other	Stage 2 for Recessed Curb Inlet - 5' Opening with 5' Extension Two Sides (All Pipe Sizes) (B/C/S Detail D1-02)	2.0	\$5,800.00	\$11,600.00	2.0	\$11,600.00	0.0		\$0.00	\$0.00	\$114.80
83	04-83.0 Stage 2 for Modified Recessed Curb Inlet - 5' Opening (All Pipe Sizes) (D1.01 General Details), Other	Stage 2 for Modified Recessed Curb Inlet - 5' Opening (All Pipe Sizes) (D1.01 General Details)	2.0	\$6,300.00	\$12,600.00	2.0	\$12,600.00	0.0		\$0.00	\$0.00	\$124.70

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			QTY	VALUE	QTY	VALUE		QTY	VALUE		
84	04-84.0 48"x60" Reinforced Concrete Elbow, Other	48"x60" Reinforced Concrete Elbow	1.0	\$4,500.00	1.0	\$4,500.00	\$0.00	1.0	\$4,500.00	100.00%	\$44.54
85	04-85.0 Detention Pond(B2) Outfall structure including excavation, rip rap and dissepiater blocks, Other	Detention Pond(B2) Outfall structure including excavation, rip rap and dissepiater blocks.	1.0	\$18,110.00	0.25	\$4,527.50	\$0.00	1.0	\$18,110.00	100.00%	\$179.23
86	04-86.0 Concrete Headwall & Endwall w/ Flared Wings per TxDOT Detail SETB- FM-0 & Cylindrical Dissepiater Blocks for 60" RCP Other	Concrete Headwall & Endwall w/ Flared Wings per TxDOT Detail SETB-FM-0 & Cylindrical Dissepiater Blocks for 60" RCP	1.0	\$5,500.00	1.0	\$5,500.00	\$0.00	1.0	\$5,500.00	100.00%	\$54.43
87	04-87.0 Headwall for 60" HDPE into Pond, Other	Headwall for 60" HDPE into Pond.	1.0	\$4,500.00	1.0	\$4,500.00	\$0.00	1.0	\$4,500.00	100.00%	\$44.54
88	04-88.0 Rip Rap 80 lb. to 150 lb. evenly graded, min 18 inch mat thickness as shown on plans, plan view quantity, per TxDOT Item 432, Other	Rip Rap 80 lb. to 150 lb. evenly graded, min 18 inch mat thickness as shown on plans, plan view quantity, per TxDOT Item 432.	145. 0	\$68.00	0.0	\$0.00	\$0.00	145. 0	\$9,880.00	100.00%	\$97.58
89	04-89.0 TV Inspection of Storm System (all sizes & depths), Other	TV Inspection of Storm Sewer System (all sizes & depths)	2891 .0	\$1.00	2287 .5	\$2,287.50	\$0.00	2891 .0	\$2,891.00	100.00%	\$28.83
90	04-90.0 Trench safety system for Storm Sewer pipe, all sizes	Trench safety system for Storm Sewer pipe, all sizes & depths.	2891 .0	\$1.00	2891 .0	\$2,891.00	\$0.00	2891 .0	\$2,891.00	100.00%	\$28.83

A ITEM NO.	B BUDGET CODE	C DESCRIPTION OF WORK	D FROM PREVIOUS APPLICATION (D + E)		E THIS PERIOD		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)		H BALANCE TO FINISH (C - G)	I RETAINAGE
			QTY	VALUE	QTY	VALUE		QTY	VALUE		
81	04-81.0 Rework Existing Swale, including grading, reseeded as directed by Engineer; Other depths.	Rework Existing Swale, including grading, reseeded as directed by Engineer	199.0	\$5.00	199.0	\$995.00	\$0.00	199.0	\$995.00	\$0.00	\$9.85
82	04-82.0 Anti Seep Collar: Anti Seep Collars shall be placed at the midpoint between Pipe Joints. The Anti Seep Collars shall be concrete, and shall extend a minimum of two feet beyond the limits of the pipe trench.	Anti Seep Collar: Anti Seep Collars shall be placed at the midpoint between Pipe Joints. The Anti Seep Collars shall be concrete, and shall extend a minimum of two feet beyond the limits of the pipe trench.	1.0	\$1,500.00	1.0	\$1,503.00	\$0.00	1.0	\$1,500.00	\$0.00	\$14.85
83	05-83.0 8" Thick Reinforced Concrete Pavement 3,500 psi (#4 bars at 18" OCEW). Including Monolithic curb per BCS Details, Other	8" Thick Reinforced Concrete Pavement 3,500 psi (#4 bars at 18" OCEW), including Monolithic curb per BCS Details	7461.0	\$45.00	7461.0	\$335,745.00	\$0.00	7461.0	\$335,745.00	\$0.00	\$3,322.76
84	05-84.0 8" Thick Reinforced Concrete Pavement 3,500 psi (#4 bars at 18" OCEW). Including Monolithic curb per BCS Details, Other	8" Thick Reinforced Concrete Pavement 3,500 psi (#4 bars at 18" OCEW), including Monolithic curb per BCS Details	7271.0	\$36.00	7271.0	\$261,758.00	\$0.00	7271.0	\$261,758.00	\$0.00	\$2,980.51
85	05-85.0 8" Thick Chemically Stabilized Subgrade, including grading.	8" Thick Chemically Stabilized Subgrade, including grading.	1570.0	\$2.15	1987.8	\$42,737.70	\$0.00	1987.8	\$42,737.70	\$4,982.70	\$422.96



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			QTY	VALUE	QTY	VALUE		QTY	VALUE		
		Stabilized Subgrade, including grading, manipulation, compaction and proof rolling required to prep roadway; Other									
96	05-86.0 Lime for 6" Subgrade, 4% by weight or geotechnical recommendation; Other	Lime for 6" Subgrade, 4% by weight or geotechnical recommendation	155.0	\$210.00	244.0	\$51,240.00	\$0.00	244.0	\$51,240.00	157.42%	\$507.11
87	05-87.0 5' sidewalk per BCS Detail SW1-02 Other	5' sidewalk per BCS Detail SW1-02	2450.0	\$80.00	2450.0	\$147,000.00	\$0.00	2450.0	\$147,000.00	100.00%	\$1,454.81
98	05-88.0 6' sidewalk per BCS Detail SW1-02 Other	6' sidewalk per BCS Detail SW1-02	1885.0	\$82.00	1885.0	\$116,870.00	\$0.00	1885.0	\$116,870.00	100.00%	\$1,156.82
99	05-89.0 8' sidewalk per BCS Detail SW1-02 Other	8' sidewalk per BCS Detail SW1-02	210.0	\$65.00	210.0	\$13,650.00	\$0.00	210.0	\$13,650.00	100.00%	\$135.08
100	05-100.0 10' multi-use path per BCS Detail SW1-02 Other	10' multi-use path per BCS Detail SW1-02	336.0	\$65.00	336.0	\$21,840.00	\$0.00	336.0	\$21,840.00	100.00%	\$216.14
101	05-101.0 Sidewalk for Ambulatory Ramp at Street Intersection, Other	Sidewalk for Ambulatory Ramp at Street Intersection	479.0	\$55.00	479.0	\$26,345.00	\$0.00	479.0	\$26,345.00	100.00%	\$280.73
102	05-102.0 5/8" Sidewalk Ambulatory Ramps at Street Intersection per BCS Detail SW3-00 & SW3-04 Other	5/8" Sidewalk Ambulatory Ramps at Street Intersection per BCS Detail SW3-00 & SW3-04	28.0	\$1,200.00	28.0	\$33,600.00	\$0.00	28.0	\$33,600.00	100.00%	\$332.53

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			QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE	QTY	VALUE	QTY	VALUE	% (G / C)			
103	05-103.0 10' Sidewalk Ambulatory Ramps at Street Intersection per BCS Detail SW3- 01, Other	10' Sidewalk Ambulatory Ramps at Street Intersection per BCS Detail SW3- 01	2.0	\$2,800.00	\$5,600.00	2.0	\$5,600.00	0.0	\$0.00	\$0.00	2.0	\$5,600.00	100.00%		\$0.00		\$55.42
104	05-104.0 Reflectable Type II-A-A RPM (S-C-C) Per TxDOT Item 872, Other	Reflectable Type II- A-A RPM (S-C-C) Per TxDOT Item 872	15.0	\$5.00	\$75.00	0.0	\$0.00	15.0	\$75.00	\$0.00	15.0	\$75.00	100.00%		\$0.00		\$0.74
105	05-105.0 Double 4" Wide Solid Yellow Line (Type I Thermoplastic c) with Type II-A-A RPM, Other	Double 4" Wide Solid Yellow Line (Type I Thermoplastic) with Type II-A-A RPM	1125 .0	\$2.50	\$2,812.50	0.0	\$0.00	1125 .0	\$2,812.50	\$0.00	1125 .0	\$2,812.50	100.00%		\$0.00		\$27.83
106	05-106.0 6" Wide White Solid Line, Other	6" Wide White Solid Line	2415 .0	\$0.75	\$1,811.25	0.0	\$0.00	2415 .0	\$1,811.25	\$0.00	2415 .0	\$1,811.25	100.00%		\$0.00		\$17.93
107	05-107.0 4" Wide Dashed Yellow Stripe 10' Long at 30' Spacing with Reflect- able Type-I- A-A Yellow RPM at 80' Spacing, Other	4" Wide Dashed Yellow Stripe 10' Long at 30' Spacing with Reflectable Type-I- A-A Yellow RPM at 80' Spacing	357. 0	\$0.50	\$178.50	0.0	\$0.00	357. 0	\$178.50	\$0.00	357. 0	\$178.50	100.00%		\$0.00		\$1.77
108	05-108.0 8" Wide Continental Style Crosswalk Striping with 2-12" Wide Solid White Line Separated By a 6" Wide Gap per CS Design Guidelines, Other	8" Wide Continental Style Crosswalk Striping with 2-12" Wide Solid White Line Separated By a 6" Wide Gap per CS Design Guidelines	188. 0	\$10.00	\$1,880.00	0.0	\$0.00	188. 0	\$1,880.00	\$0.00	188. 0	\$1,880.00	100.00%		\$0.00		\$18.80

A ITEM NO.	B BUDGET CODE	C DESCRIPTION OF WORK	D FROM PREVIOUS APPLICATION (D + E)		E THIS PERIOD		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)			H BALANCE TO FINISH (C - G)	I RETAINAGE
			QTY	VALUE	QTY	VALUE		QTY	VALUE	% (G / C)		
108	05-108.O 24" Wide Solid White Stop Line (Type I Thermoplastic) c) Other	24" Wide Solid White Stop Line (Type I Thermoplastic)	103.0	\$7.00	0.0	\$0.00	103.0	103.0	\$721.00	100.00%	\$0.00	\$7.14
110	05-110.O Bike Lane Pavement Marking with Directional Arrow (Type I Thermoplastic) c) Other	Bike Lane Pavement Marking with Directional Arrow (Type I Thermoplastic)	10.0	\$800.00	0.0	\$0.00	10.0	10.0	\$8,000.00	100.00%	\$0.00	\$59.38
111	05-111.O R3-17 Bike Lane Sign Mounted per City of College Station Signage Details. Including R7-8 & R7-201ap Other	R3-17 Bike Lane Sign Mounted per City of College Station Signage Details. Including R7-8 & R7-201ap	1.0	\$800.00	0.0	\$0.00	1.0	1.0	\$800.00	100.00%	\$0.00	\$5.94
112	05-112.O Bike Lane Sign accompanied with Ends Plaque R3-17bp. mounted per City of College Station Signage Details. Other	Bike Lane Sign accompanied with Ends Plaque R3-17bp. mounted per City of College Station Signage Details	1.0	\$1,800.00	0.0	\$0.00	1.0	1.0	\$1,800.00	100.00%	\$0.00	\$17.81
113	05-113.O 30 mph Speed Limit Sign (R2-1), mounted per City of College Station Signage Details. Other	30 mph Speed Limit Sign (R2-1), mounted per City of College Station Signage Details	2.0	\$500.00	0.0	\$0.00	2.0	2.0	\$1,000.00	100.00%	\$0.00	\$9.80
114	05-114.O 2-Street Name Signs (D3-1) Mounted on 36"x36" R1-1 STOP Sign Meeting City of College	2-Street Name Signs (D3-1) Mounted on 36"x36" R1-1 STOP Sign Meeting City of College Specifications	7.0	\$700.00	0.0	\$0.00	7.0	7.0	\$4,900.00	100.00%	\$0.00	\$48.48

A ITEM NO.	B BUDGET CODE	C DESCRIPTION OF WORK	D FROM PREVIOUS APPLICATION (D + E)			E THIS PERIOD			F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)			H BALANCE TO FINISH (C - G)	I RETAINAGE
			QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE	QTY	VALUE	% (G / C)		
	Station Streetscape Specifications Other													
115	05-115.O 3-inch PVC schedule 40 sleeves, including 2 stub-up complete in place, as directed by Engineer. Oth er	3-inch PVC schedule 40 sleeves, including 2 stub-up complete in place, as directed by Engineer.	283. 0	\$14.00	\$3,962.00	283. 0	\$3,962.00	0.0	\$0.00	283. 0	\$3,962.00	100.00%	\$0.00	\$39.21
116	05-116.O 4-inch PVC schedule 40 sleeves, including 2 stub-up complete in place, as directed by Engineer. Oth er	4-inch PVC schedule 40 sleeves, including 2 stub-up complete in place, as directed by Engineer.	948. 0	\$15.00	\$14,220.00	948. 0	\$14,220.00	0.0	\$0.00	948. 0	\$14,220.00	100.00%	\$0.00	\$140.73
117	05-117.O 6-inch PVC schedule 40 sleeves, including 2 stub-up complete in place, as directed by Engineer. Oth er	6-inch PVC schedule 40 sleeves, including 2 stub-up complete in place, as directed by Engineer.	366. 0	\$20.00	\$7,320.00	366. 0	\$7,320.00	0.0	\$0.00	366. 0	\$7,320.00	100.00%	\$0.00	\$72.44
118	05-118.O 12-inch PVC schedule 40 sleeves, including 2 stub-up complete in place, as directed by Engineer. Oth er	12-inch PVC schedule 40 sleeves, including 2 stub-up complete in place, as directed by Engineer.	64.0	\$50.00	\$3,200.00	64.0	\$3,200.00	0.0	\$0.00	64.0	\$3,200.00	100.00%	\$0.00	\$31.87
119	05-119.O Type III Barricade Oth er	Type II Barricade	8.0	\$850.00	\$7,600.00	0.0	\$0.00	7.0	\$6,650.00	7.0	\$6,650.00	87.50%	\$850.00	\$85.81
120	08-A1.O Fly-Ash for 6" Subgrade, 8% by weight, or geotechnical	Fly-Ash for 6" Subgrade, 8% by weight or geotechnical recommendation	0.0	\$150.00	\$0.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	100.00%	\$0.00	\$0.00

A	B	C			D		E		F	G			H	I	
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE			FROM PREVIOUS APPLICATION (D + E)		THIS PERIOD		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)			BALANCE TO FINISH (C - G)	RETAINAGE
			QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE		QTY	VALUE	% (G / C)		
	recommenda-t for Other														
TOTALS:				\$2,253,613.26		\$2,227,362.80		\$71,483.46		\$0.00		\$2,298,836.98	102.01%	\$448,322.70	\$22,750.85

### **Change Orders**

A	B	C			D		E		F	G			H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE			FROM PREVIOUS APPLICATION (D + E)		THIS PERIOD		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)			BALANCE TO FINISH (C - G)	RETAINAGE	
		QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE		QTY	VALUE	% (G / C)			
121	PCCO#QCA #001														
121.1	01-8.0 Rock Filter Dain. Other Installed 2 additional per plans	2.0	\$2,500.00	\$5,000.00	2.0	\$5,000.00	0.0	\$0.00	\$0.00	2.0	\$5,000.00	100.00%	\$0.00	\$48,480.00	
122	PCCO#QCA #002														
122.1	04-85.0 Detention Pond(82) Outfall structure including excavation, rip rap and dissipater blocks. Other To install additional paving and reinforcing steel per plan revision	1.0	\$4,500.00	\$4,500.00	0.0	\$0.00	1.0	\$4,500.00	\$0.00	1.0	\$4,500.00	100.00%	\$0.00	\$44,540.00	
123	PCCO#QCA #003														
123.1	03-67.0 Sanitary Changes. Per Revised Sheet SS 4.08. Other To install sanitary sewer per changes on revised sheet SS 4.08	1.0	\$15,884.00	\$15,884.00	1.0	\$15,884.00	0.0	\$0.00	\$0.00	1.0	\$15,884.00	100.00%	\$0.00	\$155,220.00	
124	PCCO#QCA #004														
124.1	06-A2.0 Final Adjustment to Quantities. Other Final Adjustment to Quantities	1.0	\$45,322.70	\$45,322.70	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$45,322.70	\$0.00	
TOTALS:				\$70,608.70		\$20,884.00		\$4,500.00	\$0.00		\$26,184.00	35.72%	\$45,322.70	\$248,240.00	
Grand Totals															
A	B	C			D		E		F	G			H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE			FROM PREVIOUS APPLICATION (D + E)		THIS PERIOD		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)			% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
	GRAND TOTALS:			\$2,324,019.95		\$2,248,036.50		\$75,983.45	\$0.00		\$2,324,019.95	100.00%	\$0.00	\$23,000.07	



150 Venture Drive, Suite 150  
College Station, Texas 77845  
Tel: 979.731.8000  
Fax: 979.846.2893  
[www.jonescarter.com](http://www.jonescarter.com)

Page 1 of 2

## FINAL CERTIFICATE OF SUBSTANTIAL COMPLETION

**Date:** April 1, 2022  
**Owner:** Brazos County Municipal Utility District No. 1  
**Contractor:** Burnside Services, Inc.  
**Engineer:** Jones | Carter  
**Project:** Southern Pointe Section 200 W,S,D and Paving

**This final Certificate of Substantial Completion applies to:**

☒ All Work

☐ The following specified portions of the Work: N/A

The Work to which this Certificate applies has been reviewed by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion designated above is hereby established in the preliminary Certificate of Substantial Completion, which is attached hereto.

The date upon this final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

The following documents are attached to and made a part of this Certificate: none



Page 2 of 2

### FINAL CERTIFICATE OF SUBSTANTIAL COMPLETION

**Date:** April 1, 2022  
**Owner:** Brazos County Municipal Utility District No. 1  
**Contractor:** Burnside Services, Inc.  
**Engineer:** Jones | Carter  
**Project:** Southern Pointe Section 200 W,S,D and Paving

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, is not a release of the Contractor's obligation to complete the Work in accordance with the Contract and does not warrant or imply a warranty of the Contractor's materials or workmanship.

**EXECUTED BY ENGINEER:**

By: Alex Pfeifferkorn  
(Authorized signature)

Name: Alex Pfeifferkorn, PE, CFM

**ACKNOWLEDGED:**

By: Vicki Hillert  
Owner (Authorized Signature)

Name: Vicki Hillert  
Title: Secretary  
Date: 5/4/2022

**ACKNOWLEDGED:**

By: Tina McKenzie  
Contractor (Authorized Signature)

Name: Tina McKenzie  
Title: Project Manager

Date: 4/1/2022



Office: 979.764.3900

Fax: 979.764.3910

February 28, 2024

Brazos County Municipal Utility District No. 1  
Board of Directors  
c/o Allen Boone Humphries Robinson, LLP  
3200 Southwest Freeway, Suite 2600  
Houston, TX 77027

**Re: SUBSTANTIAL COMPLETION LETTER**

Construction of Water, Sewer, Drainage and Paving Improvements for Southern Pointe Subdivision  
– Section 201 for Brazos County M.U.D. No. 1  
CI Job No. 2021100-201-DS-109

Dear Directors:

Please let this letter confirm that the construction of the above-referenced facilities to serve Southern Pointe Subdivision, Section 201 was Substantially Complete on May 20, 2022.

I certify that, to the best of my knowledge and based on our periodic field observations, the above captioned project was constructed within acceptable construction tolerances and in substantial accordance with the plans and specifications, including all change orders.

Sincerely,

A handwritten signature in black ink that reads 'Ricky Flores'.

Richard (Ricky) Flores  
SCHULTZ ENGINEERING, LLC  
Senior Civil Engineer





Name of Project: Brazos County Municipal Utility District No. 1  
Probable Costs of Pavement Repairs

CI Job No. 2021100-BC1

Consulting Engineer: Costello, Inc.  
2107 CityWest Blvd., 3<sup>rd</sup> Floor  
Houston, Texas 77042

---

I certify that the attached estimate of the probable repair costs for concrete pavement constructed within Brazos County MUD No. 1, has been prepared based on current market conditions and material costs. Additionally, the breakdown accounts for the quantity of repairs which are typical of concrete pavement during a 10 year period of time for which the concrete is in use.

Sincerely,  
**Costello, Inc.**  
Brazos County MUD No 1  
District Engineer

A handwritten signature in blue ink, appearing to read "Guy L. Humphrey", with a long horizontal flourish extending to the right.

Guy L. Humphrey, P.E.  
Division Manager – Land Development

**Brazos MUD No. 1 - Estimate of Probable Pavement Repair Costs**

**SP 101**

Eldora Drive	805 6"	\$7.53	\$6,061.65
Pocono Drive	805 6"	\$7.53	\$6,061.65
Patriot Drive	415 6"	\$7.53	\$3,124.95
			<u>\$15,248.25</u>

**SP102**

Patriot Drive	555 6"	\$7.53	\$4,179.15
Talladega Dr	415 6"	\$7.53	\$3,124.95
Wilksboro Dr.	415 6"	\$7.53	\$3,124.95
			<u>\$10,429.05</u>

**SP 103 and 119**

Patriot Drive	845 6"	\$7.53	\$6,362.85
Daytona Drive	415 6"	\$7.53	\$3,124.95
Rockford Drive	415 6"	\$7.53	\$3,124.95
Southern Cross Drive	415 6"	\$7.53	\$3,124.95
			<u>\$9,374.85</u>

**SP 200**

Darlington Ave	3500 8"	\$12.42	\$43,470.00
			<u>\$43,470.00</u>

**SP Entrance**

SP Parkway	1762 8"	12.42	\$21,884.04
Mather Pkwy	300 8"	12.42	\$3,726.00
			<u>\$25,610.04</u>

**SP 201**

Mather Pkwy	860 8"	12.42	\$10,681.20
Natchez Drive	698 6"	7.53	\$5,255.94
Kennesaw Drive	776 6"	7.53	\$5,843.28
Patriot Drive	852 6"	7.53	\$6,415.56
			<u>\$17,514.78</u>

Total Projected 10 year Maintenance Costs (Projects outside of 1 year)	<b>\$121,646.97</b>
<b>Projected 10 Year Annual Cost</b>	<b>\$12,164.70</b>
Projected 10 Year Monthly Cost	\$1,216.47

# GREENS PRAIRIE INVESTORS, LTD

1140 Midtown Drive  
College Station, TX 77845

## APPLICATION FOR PAYMENT

TO: BV Southern Pointe Development, Inc. 1140 Midtown Drive College Station, TX 77845	APPLICATION NO: 7
DISTRICT: Brazos County Mud NO.1	APPLICATION DATE: May 31, 2022
	PROJECT NO: CI Job NO. 2021100-201-DS-109
	PROJECT: Water, Sewer, Drainage, and Paving Improvements for Southern Pointe Subdivision - Section 201
CONTRACT DATE:	NOTICE TO PROCEED:
APPLICATION PERIOD from: April 28, 2022 to: May 31, 2022	TIME USED THIS APP.: 34.00 TIME USED TO DATE: 189.00 CONTRACT TIME: 120 PERCENT USED: 158%

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the attached Continuation Sheet.

1. ORIGINAL CONTRACT AMOUNT	\$1,797,761.50
2. Net change by Change Orders	\$0.00
2a. Net Change by Quantity Adjustments	\$11,625.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$1,809,386.50
4. TOTAL COMPLETED TO DATE (Column G on Continuation Sheet)	\$1,809,386.50
5. RETAINAGE: 10 % of Completed Work ( % of Column I on Continuation Sheet)	
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$1,809,386.50
7. LESS PREVIOUS APPLICATIONS FOR PAYMENT (Line 6 from prior APPLICATION)	\$1,581,842.25
8. CURRENT PAYMENT DUE	\$227,544.25
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$0.00

SUBMITTED: Wallace Phillips  
Wallace Phillips, Manager  
GREENS PRAIRIE INVESTORS, LTD  
DATE: 6/2/2022

APPROVED (OWNER): VICKI HILLERT  
Vicki Hillert, Authorized Representative  
BV SOUTHERN POINTE DEVELOPMENT, INC. a Texas Corporation  
DATE: 6/15/2022

APPROVED (ENGINEER): Richard C. Flannery  
SCHULTZ ENGINEERING, LLC  
DATE: 6/1/2022

# CONTINUATION SHEET

APPLICATION NO 7  
 APPLICATION DATE 05/31/22  
 PERIOD TO 05/31/22  
 PROJECT NO C1 Job NO 2021100-201-185-109  
 PROJECT NAME  
 Southern Pointe Subdivision -  
 Section 201

A ITEM NO	B DESCRIPTION OF WORK	C ORIGINAL QTY	D QTY ADJUSTMENT	E REVISED QTY	F UNIT PRICE (\$)	G COST (\$)	H UNIT	I FROM PREVIOUS APPLICATION (Qty)	J WORK COMPLETED			K TOTAL COMPLETE TO DATE (\$)	L BALANCE TO FINISH (\$)
									THIS PERIOD (Qty)	THIS PERIOD (\$)	COMPLETE TO DATE (Qty)		
	GENERAL ITEMS												
1	Move-in and start-up, including a Performance, Payment, and a Maintenance Bond, each in the sum of 100 percent (100%) of the Contract Price.	1	0.00	1	\$75,000.00	\$75,000.00	LS	1.00		\$0.00	1.00	\$75,000.00	\$0.00
2	Site Preparation, Cleaning and Gridding (including root raking, all cleared and grubbed debris to be disposed by either of the following two (2) methods: on-site using an approved trench burner or disposed of off-site by the Contractor and no additional expense to the Owner)	18	0.00	18	\$1.00	\$18.00	LS	18.00		\$0.00	18.00	\$18.00	\$0.00
3	As-Built Topographical Survey	1	0.00	1	\$1,500.00	\$1,500.00	LS	0.00	1.00	\$1,500.00	1.00	\$1,500.00	\$0.00
4	Topsoil Removal and Replacement, complete in place	1	0.00	1	\$12,000.00	\$12,000.00	LS	0.85	0.15	\$1,800.00	1.00	\$12,000.00	\$0.00
5	Erosion & Sediment Control - SWPPP Compliance (performing project site inspections, completing inspection reports, filing notices, posting permits) NOE Implementation & Maintenance, Salt Fence Construction, Erosion Control, Rock Filter Dam, Storm Drain Inlet Protection, Removal of Salt Fence, Concrete Truck Washout Area etc., complete in place	1	0.00	1	\$10,000.00	\$10,000.00	LS	1.00		\$0.00	1.00	\$10,000.00	\$0.00
6	Seeding and Fertilizer Application for Disturbed Areas per specification 32.92.13 and establishment of grass, complete in place	10,000	0.00	10,000	\$0.20	\$2,000.00	SY	0.00	10,000.00	\$2,000.00	10,000.00	\$2,000.00	\$0.00
7	Hydroseed and Hyponex® and Fertilizer per specification 32.92.13 and establishment of grass, complete in place	7,500	0.00	7,500	\$0.60	\$4,500.00	SY	0.00	7,500.00	\$4,500.00	7,500.00	\$4,500.00	\$0.00
	SUBTOTAL GENERAL ITEMS				sub-total	\$105,018.00			sub-total	\$9,800.00	sub-total	\$105,018.00	\$0.00

# CONTINUATION SHEET

APPLICATION NO 7  
APPLICATION DATE 05/1/22  
PERIOD TO 05/1/22  
PROJECT NO C1 Job NO 202100-201-DS-100  
PROJECT NAME  
Southern Puente Sanborn -  
Section 201

ITEM NO	DESCRIPTION OF WORK	ORIGINAL QTY	QTY ADJUSTMENT	REVISED QTY	UNIT PRICE	COST (\$)	UNIT	WORK COMPLETED			TOTAL COMPLETE TO DATE (\$)	* (C - C <sub>1</sub> ) (\$)	BALANCE TO FINISH (B - D) (\$)
								FROM PREVIOUS APPLICATION (F) (Qty)	THIS PERIOD (G) (Qty)	THIS PERIOD (H) (Qty)			
	<b>WATER CONSTRUCTION ITEMS</b>												
8	8-Inch AWWA C-900 PVC Pipe (furnish and install, including thrust blocking and appurtenances with structural bedding and backfill, complete in place)	1,641	0.00	1,641	\$41.00	\$67,281.00	LF	1641.00		50.00	1641.00	100.00%	\$0.00
9	8-inch ANSI/AWWA C151/A21.5 Class 200 Ductile Iron Restrained Joint Pipe with BankSand Bedding & Haunching, Structural Backfill, Poly Wrap, Tracer Wire, Caution Tape, by Open Cut	88	0.00	88	\$90.00	\$7,040.00	LF	88.00		50.00	88.00	100.00%	\$0.00
10	6-Inch AWWA C-900 PVC Pipe (furnish and install, including thrust blocking and appurtenances with structural bedding and backfill, complete in place)	1,339	0.00	1,339	\$38.00	\$50,882.00	LF	1339.00		50.00	1339.00	100.00%	\$0.00
11	6-inch ANSI/AWWA C151/A21.5 Class 200 Ductile Iron Restrained Joint Pipe with BankSand Bedding & Haunching, Structural Backfill, Poly Wrap, Tracer Wire, Caution Tape, by Open Cut	153	0.00	153	\$70.00	\$10,710.00	LF	153.00		50.00	153.00	100.00%	\$0.00
12	Flush Valve - Standard City of College Station Fire Hydrant w/ vertical extension, including drive and lead (furnish and install, complete in place)	3	0.00	3	\$6,000.00	\$18,000.00	EA	3.00		50.00	3.00	100.00%	\$0.00
13	2-Inch Blow-Off Valve with Box including back Valve (furnish and install per standard City of College Station details, complete in place)	3	0.00	3	\$1,750.00	\$1,750.00	EA	3.00		50.00	3.00	100.00%	\$0.00
14	8-Inch D.I. Plug (furnish and install, complete in place)	3	0.00	3	\$500.00	\$1,500.00	EA	3.00		50.00	3.00	100.00%	\$0.00
15	8-Inch x 6-Inch D.I. Tee (furnish and install, complete in place)	1	0.00	1	\$425.00	\$425.00	EA	1.00		50.00	1.00	100.00%	\$0.00
16	8-Inch D.I. Cross (furnish and install, complete in place)	2	0.00	2	\$600.00	\$1,200.00	EA	2.00		50.00	2.00	100.00%	\$0.00
17	6-Inch x 6-Inch D.I. Tee (furnish and install, complete in place)	2	0.00	2	\$600.00	\$1,200.00	EA	2.00		50.00	2.00	100.00%	\$0.00
18	8-Inch Gate Valve and Box (furnish and install, complete in place)	9	0.00	9	\$1,350.00	\$12,150.00	EA	9.00		50.00	9.00	100.00%	\$0.00
19	6-Inch Gate Valve and Box (furnish and install, complete in place)	2	0.00	2	\$925.00	\$1,850.00	EA	2.00		50.00	2.00	100.00%	\$0.00
20	8-Inch x 6-Inch D.I. Reducer (furnish and install, complete in place)	1	0.00	1	\$600.00	\$600.00	EA	1.00		50.00	1.00	100.00%	\$0.00
21	6-Inch X 45 D.I. Bend (furnish and install, complete in place)	4	0.00	4	\$500.00	\$2,000.00	EA	4.00		50.00	4.00	100.00%	\$0.00
22	8-Inch X 45 D.I. Bend (furnish and install, complete in place)	6	0.00	6	\$550.00	\$3,300.00	EA	6.00		50.00	6.00	100.00%	\$0.00
23	1.5-Inch Single Water Service on 6-Inch Lane, < 15 ft, avg length = 2 ft (furnish and install, complete in place)	8	0.00	8	\$1,200.00	\$9,600.00	EA	8.00		50.00	8.00	100.00%	\$0.00
24	1.5-Inch Double Water Service on 6-Inch Lane, < 15 ft, avg length = 7 ft (furnish and install, complete in place)	16	0.00	16	\$1,400.00	\$22,400.00	EA	16.00		50.00	16.00	100.00%	\$0.00
25	1.5-Inch Single Water Service on 6-Inch Lane, > 15 ft, avg length = 48 ft (furnish and install, complete in place)	9	0.00	9	\$1,900.00	\$17,100.00	EA	9.00		50.00	9.00	100.00%	\$0.00

**CONTINUATION SHEET**

APPLICATION NO	7
APPLICATION DATE	05/31/22
PERIOD TO	05/31/22
PROJECT NO	CT Job No. 2021100-201-DX-100
PROJECT NAME	Southern Pontiac Subdivision - Section 201

A	B	C	D	E	F	G	H	I	J	K				
ITEM NO.	DESCRIPTION OF WORK	ORIGINAL QTY	QTY ADJUSTMENT	REVISED QTY	UNIT PRICE	CHANGES (\$)	UNIT	WORK COMPLETED			TOTAL COMPLETE TO DATE (\$)	% (G = C)	BALANCE TO FINISH (D - I) (\$)	
								FROM PREVIOUS APPLICATION (F)	THIS PERIOD (G)	THIS PERIOD (H)				
						(QTY)		(QTY)		(QTY)				
26	1.5-Inch Double Water Service on 6-Inch Line, > 15 ft, avg length = 48 ft (furnish and install, complete in place)	17	0.00	17	\$2,100.00	\$35,700.00	EA	17.00		50.00	17.00	\$35,700.00	100.00%	\$0.00
27	Connect to Existing 8-Inch Water Line	2	0.00	2	\$1,100.00	\$2,200.00	EA	2.00		50.00	2.00	\$2,200.00	100.00%	\$0.00
28	Connect to Existing 6-Inch Water Line	2	0.00	2	\$1,000.00	\$2,000.00	EA	2.00		50.00	2.00	\$2,000.00	100.00%	\$0.00
29	Trench Safety (complete in place)	3,221	0.00	3,221	\$1.00	\$3,221.00	LF	3,221.00		50.00	3,221.00	\$3,221.00	100.00%	\$0.00
30	Waterline Testing	1	0.00	1	\$500.00	\$500.00	LS	1.00		50.00	1.00	\$500.00	100.00%	\$0.00
SUBTOTAL: WATER CONSTRUCTION ITEMS						sub-total		sub-total	50.00	sub-total	\$274,699.00	sub-total		\$0.00

# CONTINUATION SHEET

APPLICATION NO 7  
 APPLICATION DATE 05/31/22  
 PERIOD TO 05/31/22  
 PROJECT NO CT Job NO. 2021006-201-426-109  
 PROJECT NAME  
 Southern Piedmont Subdivision -  
 Section 201

ITEM NO	DESCRIPTION OF WORK	ORIGINAL QTY	QTY ADJUSTMENT	REVISED QTY	UNIT PRICE (\$)	COST (\$)	UNIT	WORK COMPLETED				TOTAL COMPLETED TO DATE (\$)	PERCENTAGE (%)	BALANCE TO FINISH (\$)
								FROM PREVIOUS APPLICATION (Q1)	THIS PERIOD (Q2)	THIS PERIOD (Q3)	COMPLETE TO DATE (Q4)			
31	8-Inch ASTM D-3034 SDR 26, PVC Pipe Sanitary Sewer with Structural Bedding and Backfill (all depths, furnish and install, complete in place)	1,524	0.00	1,524	\$85.00	\$129,540.00	LF	1524.00		\$0.00	1524.00	\$129,540.00	100.00%	\$0.00
32	6-Inch ASTM SDR-26, PVC Pipe Sanitary Sewer with Structural Bedding and Backfill (all depths, furnish and install, complete in place)	859	0.00	859	\$70.00	\$60,130.00	LF	859.00		\$0.00	859.00	\$60,130.00	100.00%	\$0.00
33	Tie In to Existing Sanitary Sewer including all fittings, Adapters, Etc. (8" Connection), complete in place	2	0.00	2	\$500.00	\$1,000.00	EA	2.00		\$0.00	2.00	\$1,000.00	100.00%	\$0.00
34	Tie In to Existing Sanitary Sewer including all fittings, Adapters, Etc. (6" Connection), complete in place	1	0.00	1	\$500.00	\$500.00	EA	1.00		\$0.00	1.00	\$500.00	100.00%	\$0.00
35	4-Inch Short Single Sewer Service ASTM D-3034 SDR-26 including all necessary fittings and clean out at property line in plastic meter box (furnish and install, complete in place)	5	0.00	5	\$900.00	\$4,500.00	EA	5.00		\$0.00	5.00	\$4,500.00	100.00%	\$0.00
36	4-Inch Short Double Sewer Service ASTM D-3034 SDR-26 including all necessary fittings and clean out at property line in plastic meter box (furnish and install, complete in place)	19	0.00	19	\$10,950.00	\$19,950.00	EA	19.00		\$0.00	19.00	\$19,950.00	100.00%	\$0.00
37	4-Inch Long Single Sewer Service ASTM D-3034 SDR-26 including all necessary fittings and clean out at property line in plastic meter box (furnish and install, complete in place)	2	0.00	2	\$1,300.00	\$2,600.00	EA	2.00		\$0.00	2.00	\$2,600.00	100.00%	\$0.00
38	4-Inch Long Double Sewer Service ASTM D-3034 SDR-26 including all necessary fittings and clean out at property line in plastic meter box (furnish and install, complete in place)	19	0.00	19	\$1,300.00	\$28,500.00	EA	19.00		\$0.00	19.00	\$28,500.00	100.00%	\$0.00
39	Standard City of College Station 4-Foot Diameter Sanitary Sewer Pre-Cast Manhole with Inside Drop (furnish and install, complete in place)	8	0.00	8	\$4,000.00	\$32,000.00	EA	8.00		\$0.00	8.00	\$32,000.00	100.00%	\$0.00
40	Sanitary Sewer Sticks and/or riser, complete and in place	21	0.00	21	\$300.00	\$6,300.00	EA	21.00		\$0.00	21.00	\$6,300.00	100.00%	\$0.00
41	6" PVC Cleanout, Complete and In Place	2	0.00	2	\$500.00	\$1,000.00	EA	2.00		\$0.00	2.00	\$1,000.00	100.00%	\$0.00
42	8" PVC Cleanout, Complete and In Place	1	0.00	1	\$600.00	\$600.00	EA	1.00		\$0.00	1.00	\$600.00	100.00%	\$0.00
43	6" PVC Plug, Complete and In Place	1	0.00	1	\$100.00	\$100.00	EA	1.00		\$0.00	1.00	\$100.00	100.00%	\$0.00
44	8" PVC Plug, Complete and In Place	2	0.00	2	\$200.00	\$400.00	EA	2.00		\$0.00	2.00	\$400.00	100.00%	\$0.00
45	Trench Safety (complete in place)	2,383	0.00	2,383	\$1.50	\$3,574.50	LF	2383.00		\$0.00	2383.00	\$3,574.50	100.00%	\$0.00
46	Television Inspection of Storm Sewer System (per R/C S4 mixed Technical Specifications)	2,383	0.00	2,383	\$2.00	\$4,766.00	LF	2383.00		\$0.00	2383.00	\$4,766.00	100.00%	\$0.00
SUBTOTAL SANITARY SEWER CONSTRUCTION ITEMS								sub-total		\$0.00	sub-total	\$295,460.50	sub-total	\$0.00

# CONTINUATION SHEET

APPLICATION NO 7  
 APPLICATION DATE 05/31/22  
 PERIOD TO 05/31/22  
 PROJECT NO C1 Job NO: 202100-201-495-109  
 PROJECT NAME  
 Southern Private Subdivisions -  
 Section 201

A	B	C	D	E	F	G	H	I	J	K				
ITEM NO	DESCRIPTION OF WORK	ORIGINAL QTY	QTY ADJUSTMENT	REVISED QTY	UNIT PRICE (\$)	COST (\$)	UNIT	WORK COMPLETED				TOTAL COMPLETE TO DATE (\$)	% (G x F)	BALANCE TO FINISH (D-F-I)
								FROM PREVIOUS APPLICATION (F) (Qty)	THIS PERIOD (G) (\$)	THIS PERIOD (H) (\$)	COMPLETE TO DATE (I) (Qty)			
	STORM WATER COLLECTION SYSTEM				(\$)									
47	24-Inch Class III Gasketed RCP Pipe with Structural Bedding and Backfill (furnish and install, complete in place)	136	0.00	136	\$80.00	\$26,880.00	LF	136.00		\$0.00	136.00	\$26,880.00	100.00%	\$0.00
48	30-Inch Class III Gasketed RCP Pipe with Structural Bedding and Backfill (furnish and install, complete in place)	173	-155.00	18	\$120.00	\$2,160.00	LF	18.00		\$0.00	18.00	\$2,160.00	100.00%	\$0.00
49	36-Inch Class III Gasketed RCP Pipe with Structural Bedding and Backfill (furnish and install, complete in place)	21	0.00	21	\$175.00	\$3,675.00	LF	21.00		\$0.00	21.00	\$3,675.00	100.00%	\$0.00
50	42-Inch Class III Gasketed RCP Pipe with Structural Bedding and Backfill (furnish and install, complete in place)	275	155.00	430	\$195.00	\$83,850.00	LF	430.00		\$0.00	430.00	\$83,850.00	100.00%	\$0.00
51	42" Diameter ASTM F2648 HDPE N-12 WT Storm Sewer Pipe with Structural Bedding and Backfill (furnish and install, complete in place)	408	0.00	408	\$13.00	\$5,304.00	LF	408.00		\$0.00	408.00	\$5,304.00	100.00%	\$0.00
52	Plug 30" Diameter Storm Sewer Pipe	1	0.00	1	\$200.00	\$200.00	EA	1.00		\$0.00	1.00	\$200.00	100.00%	\$0.00
53	Removal & Disposal of Existing Temporary Inlet Top	7	0.00	7	\$1,500.00	\$10,500.00	EA	7.00		\$0.00	7.00	\$10,500.00	100.00%	\$0.00
54	Stage 1 for Recessed Curb Inlet (24-42" Pipe) (B/C/S Detail D1-00)	8	0.00	8	\$18,000.00	\$144,000.00	EA	8.00		\$0.00	8.00	\$144,000.00	100.00%	\$0.00
55	Stage 2 Modified Recessed Curb Inlet - 5' Opening with 5' Extension One Side (All Pipe Sizes) (B/C/S Detail D1-00)	6	0.00	6	\$25,000.00	\$150,000.00	EA	6.00		\$0.00	6.00	\$150,000.00	100.00%	\$0.00
56	Stage 2 Modified Recessed Curb Inlet - 5' Opening (All Pipe Sizes) (D1-01) General Details	8	0.00	8	\$20,000.00	\$160,000.00	EA	8.00		\$0.00	8.00	\$160,000.00	100.00%	\$0.00
57	Storm Sewer Junction Box (24" - 42" Pipe), Per B/C/S Detail D1-02, complete in place.	3	0.00	3	\$4,500.00	\$13,500.00	EA	3.00		\$0.00	3.00	\$13,500.00	100.00%	\$0.00
58	Storm Sewer Junction Box 34"x60" Junction Box Per Sheet D1-02 w/ 2 Temporary Neenah R-1878-B11G Grates	1	0.00	1	\$6,000.00	\$6,000.00	EA	1.00		\$0.00	1.00	\$6,000.00	100.00%	\$0.00
59	Storm Sewer Junction Box Top for Existing Junction Box, Per B/C/S Detail D-1-02, Complete in Place	1	0.00	1	\$2,000.00	\$2,000.00	EA	1.00		\$0.00	1.00	\$2,000.00	100.00%	\$0.00
60	Trench Safety (complete in place)	1,213	0.00	1,213	\$1.50	\$1,819.50	LF	1,213		\$0.00	1,213.00	\$1,819.50	100.00%	\$0.00
61	Television Inspection of Storm Sewer System (per B/C/S United Technical Specifications)	1,213	0.00	1,213	\$2.00	\$2,426.00	LF	1,213		\$0.00	1,213.00	\$2,426.00	100.00%	\$0.00
	SUBTOTAL STORM SEWER ITEMS				sub-total	\$253,050.50		sub-total		\$0.00	sub-total	\$253,050.50	sub-total	\$0.00



# CONTINUATION SHEET

APPLICATION NO 7  
 APPLICATION DATE 05/11/22  
 PERIOD TO 05/11/22  
 PROJECT NO C1 Job NO 2021006-201-05-100  
 PROJECT NAME  
 Southern Pointe Subdivision -  
 Section 201

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	AF	AG	AH	AI	AJ	AK	AL	AM	AN	AO	AP	AQ	AR	AS	AT	AU	AV	AW	AX	AY	AZ	BA	BB	BC	BD	BE	BF	BG	BH	BI	BJ	BK	BL	BM	BN	BO	BP	BQ	BR	BS	BT	BU	BV	BW	BX	BY	BZ	CA	CB	CC	CD	CE	CF	CG	CH	CI	CJ	CK	CL	CM	CN	CO	CP	CQ	CR	CS	CT	CU	CV	CW	CX	CY	CZ	DA	DB	DC	DD	DE	DF	DG	DH	DI	DJ	DK	DL	DM	DN	DO	DP	DQ	DR	DS	DT	DU	DV	DW	DX	DY	DZ	EA	EB	EC	ED	EE	EF	EG	EH	EI	EJ	EK	EL	EM	EN	EO	EP	EQ	ER	ES	ET	EU	EV	EW	EX	EY	EZ	FA	FB	FC	FD	FE	FF	FG	FH	FI	FJ	FK	FL	FM	FN	FO	FP	FQ	FR	FS	FT	FU	FV	FW	FX	FY	FZ	GA	GB	GC	GD	GE	GF	GG	GH	GI	GJ	GK	GL	GM	GN	GO	GP	GQ	GR	GS	GT	GU	GV	GW	GX	GY	GZ	HA	HB	HC	HD	HE	HF	HG	HH	HI	HJ	HK	HL	HM	HN	HO	HP	HQ	HR	HS	HT	HU	HV	HW	HX	HY	HZ	IA	IB	IC	ID	IE	IF	IG	IH	II	IJ	IK	IL	IM	IN	IO	IP	IQ	IR	IS	IT	IU	IV	IW	IX	IY	IZ	JA	JB	JC	JD	JE	JF	JG	JH	JI	IJ	JK	KL	KM	KN	KO	KP	KQ	KR	KS	KT	KU	KV	KW	KX	KY	KZ	LA	LB	LC	LD	LE	LF	LG	LH	LI	LJ	LK	LL	LM	LN	LO	LP	LQ	LR	LS	LT	LU	LV	LW	LX	LY	LZ	MA	MB	MC	MD	ME	MF	MG	MH	MI	MJ	MK	ML	MM	MN	MO	MP	MQ	MR	MS	MT	MU	MV	MW	MX	MY	MZ	NA	NB	NC	ND	NE	NF	NG	NH	NI	NJ	NK	NL	NM	NN	NO	NP	NQ	NR	NS	NT	NU	NV	NW	NX	NY	NZ	OA	OB	OC	OD	OE	OF	OG	OH	OI	OJ	OK	OL	OM	ON	OO	OP	OQ	OR	OS	OT	OU	OV	OW	OX	OY	OZ	PA	PB	PC	PD	PE	PF	PG	PH	PI	PJ	PK	PL	PM	PN	PO	PP	PQ	PR	PS	PT	PU	PV	PW	PX	PY	PZ	QA	QB	QC	QD	QE	QF	QG	QH	QI	QJ	QK	QL	QM	QN	QO	QP	QQ	QR	QS	QT	QU	QV	QW	QX	QY	QZ	RA	RB	RC	RD	RE	RF	RG	RH	RI	RJ	RK	RL	RM	RN	RO	RP	RQ	RR	RS	RT	RU	RV	RW	RX	RY	RZ	SA	SB	SC	SD	SE	SF	SG	SH	SI	SJ	SK	SL	SM	SN	SO	SP	SQ	SR	SS	ST	SU	SV	SW	SX	SY	SZ	TA	TB	TC	TD	TE	TF	TG	TH	TI	TJ	TK	TL	TM	TN	TO	TP	TQ	TR	TS	TT	TU	TV	TW	TX	TY	TZ	UA	UB	UC	UD	UE	UF	UG	UH	UI	UJ	UK	UL	UM	UN	UO	UP	UQ	UR	US	UT	UU	UV	UW	UX	UY	UZ	VA	VB	VC	VD	VE	VF	VG	VH	VI	VJ	VK	VL	VM	VN	VO	VP	VQ	VR	VS	VT	VU	VV	VW	VX	VY	VZ	WA	WB	WC	WD	WE	WF	WG	WH	WI	WJ	WK	WL	WM	WN	WO	WP	WQ	WR	WS	WT	WU	WV	WW	WX	WY	WZ	XA	XB	XC	XD	XE	XF	YG	YH	YI	YJ	YK	YL	YM	YN	YO	YP	YQ	YR	YS	YT	YU	YV	YW	YX	YY	YZ	ZA	ZB	ZC	ZD	ZE	ZF	ZG	ZH	ZI	ZJ	ZK	ZL	ZM	ZN	ZO	ZP	ZQ	ZR	ZS	ZT	ZU	ZV	ZW	ZX	ZY	ZZ	AA	AB	AC	AD	AE	AF	AG	AH	AI	AJ	AK	AL	AM	AN	AO	AP	AQ	AR	AS	AT	AU	AV	AW	AX	AY	AZ	BA	BB	BC	BD	BE	BF	BG	BH	BI	BJ	BK	BL	BM	BN	BO	BP	BQ	BR	BS	BT	BU	BV	BW	BX	BY	BZ	CA	CB	CC	CD	CE	CF	CG	CH	CI	CJ	CK	CL	CM	CN	CO	CP	CQ	CR	CS	CT	CU	CV	CW	CX	CY	CZ	DA	DB	DC	DD	DE	DF	DG	DH	DI	DJ	DK	DL	DM	DN	DO	DP	DQ	DR	DS	DT	DU	DV	DW	DX	DY	DZ	EA	EB	EC	ED	EE	EF	EG	EH	EI	EJ	EK	EL	EM	EN	EO	EP	EQ	ER	ES	ET	EU	EV	EW	EX	EY	EZ	FA	FB	FC	FD	FE	FF	FG	FH	FI	FJ	FK	FL	FM	FN	FO	FP	FQ	FR	FS	FT	FU	FV	FW	FX	FY	FZ	GA	GB	GC	GD	GE	GF	GG	GH	GI	GJ	GK	GL	GM	GN	GO	GP	GQ	GR	GS	GT	GU	GV	GW	GX	GY	GZ	HA	HB	HC	HD	HE	HF	HG	HH	HI	HJ	HK	HL	HM	HN	HO	HP	HQ	HR	HS	HT	HU	HV	HW	HX	HY	HZ	IA	IB	IC	ID	IE	IF	IG	IH	II	IJ	IK	IL	IM	IN	IO	IP	IQ	IR	IS	IT	IU	IV	IW	IX	IY	IZ	JA	JB	JC	JD	JE	JF	JG	JH	JI	IJ	JK	KL	KM	KN	KO	KP	KQ	KR	KS	KT	KU	KV	KW	KX	KY	KZ	LA	LB	LC	LD	LE	LF	LG	LH	LI	LJ	LK	LL	LM	LN	LO	LP	LQ	LR	LS	LT	LU	LV	LW	LX	LY	LZ	MA	MB	MC	MD	ME	MF	MG	MH	MI	MJ	MK	ML	MM	MN	MO	MP	MQ	MR	MS	MT	MU	MV	MW	MX	MY	MZ	NA	NB	NC	ND	NE	NF	NG	NH	NI	NJ	NK	NL	NM	NN	NO	NP	NQ	NR	NS	NT	NU	NV	NW	NX	NY	NZ	OA	OB	OC	OD	OE	OF	OG	OH	OI	OJ	OK	OL	OM	ON	OO	OP	OQ	OR	OS	OT	OU	OV	OW	OX	OY	OZ	PA	PB	PC	PD	PE	PF	PG	PH	PI	PJ	PK	PL	PM	PN	PO	PP	PQ	PR	PS	PT	PU	PV	PW	PX	PY	PZ	QA	QB	QC	QD	QE	QF	QG	QH	QI	QJ	QK	QL	QM	QN	QO	QP	QQ	QR	QS	QT	QU	QV	QW	QX	QY	QZ	RA	RB	RC	RD	RE	RF	RG	RH	RI	RJ	RK	RL	RM	RN	RO	RP	RQ	RR	RS	RT	RU	RV	RW	RX	RY	RZ	SA	SB	SC	SD	SE	SF	SG	SH	SI	SJ	SK	SL	SM	SN	SO	SP	SQ	SR	SS	ST	SU	SV	SW	SX	SY	SZ	TA	TB	TC	TD	TE	TF	TG	TH	TI	TJ	TK	TL	TM	TN	TO	TP	TQ	TR	TS	TT	TU	TV	TW	TX	TY	TZ	UA	UB	UC	UD	UE	UF	UG	UH	UI	UJ	UK	UL	UM	UN	UO	UP	UQ	UR	US	UT	UU	UV	UW	UX	UY	UZ	VA	VB	VC	VD	VE	VF	VG	VH	VI	VJ	VK	VL	VM	VN	VO	VP	VQ	VR	VS	VT	VU	VV	VW	VX	VY	VZ	WA	WB	WC	WD	WE	WF	WG	WH	WI	WJ	WK	WL	WM	WN	WO	WP	WQ	WR	WS	WT	WU	WV	WW	WX	WY	WZ	XA	XB	XC	XD	XE	XF	YG	YH	YI	YJ	YK	YL	YM	YN	YO	YP	YQ	YR	YS	YT	YU	YV	YW	YX	YY	YZ	ZA	ZB	ZC	ZD	ZE	ZF	ZG	ZH	ZI	ZJ	ZK	ZL	ZM	ZN	ZO	ZP	ZQ	ZR	ZS	ZT	ZU	ZV	ZW	ZX	ZY	ZZ	AA	AB	AC	AD	AE	AF	AG	AH	AI	AJ	AK	AL	AM	AN	AO	AP	AQ	AR	AS	AT	AU	AV	AW	AX	AY	AZ	BA	BB	BC	BD	BE	BF	BG	BH	BI	BJ	BK	BL	BM	BN	BO	BP	BQ	BR	BS	BT	BU	BV	BW	BX	BY	BZ	CA	CB	CC	CD	CE	CF	CG	CH	CI	CJ	CK	CL	CM	CN	CO	CP	CQ	CR	CS	CT	CU	CV	CW	CX	CY	CZ	DA	DB	DC	DD	DE	DF	DG	DH	DI	DJ	DK	DL	DM	DN	DO	DP	DQ	DR	DS	DT	DU	DV	DW	DX	DY	DZ	EA	EB	EC	ED	EE	EF	EG	EH	EI	EJ	EK	EL	EM	EN	EO	EP	EQ	ER	ES	ET	EU	EV	EW	EX	EY	EZ	FA	FB	FC	FD	FE	FF	FG	FH	FI	FJ	FK	FL	FM	FN	FO	FP	FQ	FR	FS	FT	FU	FV	FW	FX	FY	FZ	GA	GB	GC	GD	GE	GF	GG	GH	GI	GJ	GK	GL	GM	GN	GO	GP	GQ	GR	GS	GT	GU	GV	GW	GX	GY	GZ	HA	HB	HC	HD	HE	HF	HG	HH	HI	HJ	HK	HL	HM	HN	HO	HP	HQ	HR	HS	HT	HU	HV	HW	HX	HY	HZ	IA	IB	IC	ID	IE	IF	IG	IH	II	IJ	IK	IL	IM	IN	IO	IP	IQ	IR	IS	IT	IU	IV	IW	IX	IY	IZ	JA	JB	JC	JD	JE	JF	JG	JH	JI	IJ	JK	KL	KM	KN	KO	KP	KQ	KR	KS	KT	KU	KV	KW	KX	KY	KZ	LA	LB	LC	LD	LE	LF	LG	LH	LI	LJ	LK	LL	LM	LN	LO	LP	LQ	LR	LS	LT	LU	LV	LW	LX	LY	LZ	MA	MB	MC	MD	ME	MF	MG	MH	MI	MJ	MK	ML	MM	MN	MO	MP	MQ	MR	MS	MT	MU	MV	MW	MX	MY	MZ	NA	NB	NC	ND	NE	NF	NG	NH	NI	NJ	NK	NL	NM	NN	NO	NP	NQ	NR	NS	NT	NU	NV	NW	NX	NY	NZ	OA	OB	OC	OD	OE	OF	OG	OH	OI	OJ	OK	OL	OM	ON	OO	OP	OQ	OR	OS	OT	OU	OV	OW	OX	OY	OZ	PA	PB	PC	PD	PE	PF	PG	PH	PI	PJ	PK	PL	PM	PN	PO	PP	PQ	PR	PS	PT	PU	PV	PW	PX	PY	PZ	QA	QB	QC	QD	QE	QF	QG	QH	QI	QJ	QK	QL	QM	QN	QO	QP	QQ	QR	QS	QT	QU	QV	QW	QX	QY	QZ	RA	RB	RC	RD	RE	RF	RG	RH	RI	RJ	RK	RL	RM	RN	RO	RP	RQ	RR	RS	RT	RU	RV	RW	RX	RY	RZ	SA	SB	SC	SD	SE	SF	SG	SH	SI	SJ	SK	SL	SM	SN	SO	SP	SQ	SR	SS	ST	SU	SV	SW	SX	SY	SZ	TA	TB	TC	TD	TE	TF	TG	TH	TI	TJ	TK	TL	TM	TN	TO	TP	TQ	TR	TS	TT	TU	TV	TW	TX	TY	TZ	UA	UB	UC	UD	UE	UF	UG	UH	UI	UJ	UK	UL	UM	UN	UO	UP	UQ	UR	US	UT	UU	UV	UW	UX	UY	UZ	VA	VB	VC	VD	VE	VF	VG	VH	VI	VJ	VK	VL	VM	VN	VO	VP	VQ	VR	VS	VT	VU	VV	VW	VX	VY	VZ	WA	WB	WC	WD	WE	WF	WG	WH	WI	WJ	WK	WL	WM	WN	WO	WP	WQ	WR	WS	WT	WU	WV	WW	WX	WY	WZ	XA	XB	XC	XD	XE	XF	YG	YH	YI	YJ	YK	YL	YM	YN	YO	YP	YQ	YR	YS	YT	YU	YV	YW	YX	YY	YZ	ZA	ZB	ZC	ZD	ZE	ZF	ZG	ZH	ZI	ZJ	ZK	ZL	ZM	ZN	ZO	ZP	ZQ	ZR	ZS	ZT	ZU	ZV	ZW	ZX	ZY	ZZ	AA	AB	AC	AD	AE	AF	AG	AH	AI	AJ	AK	AL	AM	AN	AO	AP	AQ	AR	AS	AT	AU	AV	AW	AX	AY	AZ	BA	BB	BC	BD	BE	BF	BG	BH	BI	BJ	BK	BL	BM	BN	BO	BP	BQ	BR	BS	BT	BU	BV	BW	BX	BY	BZ	CA	CB	CC	CD	CE	CF	CG	CH	CI	CJ	CK	CL	CM	CN	CO	CP	CQ	CR	CS	CT	CU	CV	CW	CX	CY	CZ	DA	DB	DC	DD	DE	DF	DG	DH	DI	DJ	DK	DL	DM	DN	DO	DP	DQ	DR	DS	DT	DU	DV	DW	DX	DY	DZ	EA	EB	EC	ED	EE	EF	EG	EH	EI	EJ	EK	EL	EM	EN	EO	EP	EQ</
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# CONTINUATION SHEET

APPLICATION NO 7  
 APPLICATION DATE 05/31/22  
 PERIOD TO 05/31/22  
 PROJECT NO C1 Job NO 2021100-201-105-109  
 PROJECT NAME Southern Pointe Subdivision - Section 201

A ITEM NO	B DESCRIPTION OF WORK	C ORIGINAL QTY	D QTY ADJUSTMENT	E REVISED QTY	F UNIT PRICE	G COST (\$)	H UNIT	I WORK COMPLETED			J TOTAL COMPLETED TO DATE (\$)	K BALANCE TO FINISH (D - I)
								L FROM PREVIOUS APPLICATION (F) (Qty)	M THIS PERIOD (Qty)	N THIS PERIOD (Qty)	O COMPLETE TO DATE (Qty)	
79	30 mph Speed Limit Sign (R2-1)	1	0.00	1	\$700.00	\$700.00	EA		1.00	\$700.00	1.00	\$0.00
80	2-Name Street Sign on existing R1-1 Stop Sign	1	0.00	1	\$1,200.00	\$1,200.00	EA		1.00	\$1,200.00	1.00	\$0.00
81	2-Street Name Signs (D3-1) Mounted on 16"x36" R1-1 STOP Sign Meeting City of College Station Streetscape Specifications	7	0.00	7	\$1,200.00	\$8,400.00	EA		7.00	\$8,400.00	7.00	\$0.00
82	Type III Barnacle	2	0.00	2	\$4,000.00	\$2,000.00	EA		2.00	\$2,000.00	2.00	\$0.00
SUBTOTAL STREET CONSTRUCTION ITEMS					sub-total	\$881,248.50		sub-total	\$41,924.00	sub-total	\$881,248.50	sub-total
TOTAL BASE BID						\$1,809,386.50		44,624.85	20110.15	\$61,744.00	\$1,809,386.50	\$0.00

**CONTRACTOR'S AFFIDAVIT AND  
FINAL LIEN WAIVER AND RELEASE**

STATE OF TEXAS §

COUNTY OF Brazos §

DATE: June 15, 2022

OWNER: Brazos County Municipal Utility District No. 1

CONTRACTOR:

PROJECT/WORK: Water, Sewer, Drainage and Paving Improvements for  
Southern Pointe Subdivision – Section 201

CUT-OFF-DATE: May 31, 2022

FINAL AMOUNT OF PAYMENT: \$227,544.25

Contractor on oath swears that the following statements are true:

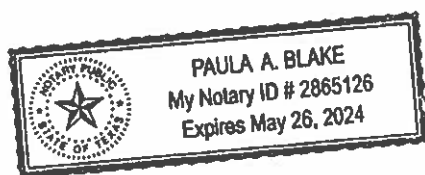
1. Bills Paid: The total of all charges, for and in connection with labor performed and material furnished by Contractor through the Cut-Off-Date, have been paid in full to Contractor.
2. Lien Waiver & Release: Contractor acknowledges complete satisfaction of, and forever waives and releases, all claims of every kind against Owner or the Property referred to above, including but not limited to all liens and claims of liens, which Contractor may have as a result of, or in connection with the performance of furnishing of such labor or materials through the Cut-Off-Date.
3. All Others Paid: Contractor has further represented and warranted and does hereby represent and warrant, that all persons or entities who have furnished labor or material to Contractor in connection with the Work performed through Cut-Off-Date and the above Amount of Payment will be paid all amounts to which they have become entitled, excepting agreed retainage not yet due and payable.
4. Authority: Contractor represents that the person executing this Affidavit on behalf of Contractor is duly authorized to sign this Affidavit and to legally bind Contractor hereto.

5. Binding Effect: All of the provisions of this document shall bind Contractor, Contractor's heirs, legal representatives, successors and assigns and shall inure to the benefit of Owner and Owner's heirs, legal representatives, successors, assigns and sureties.
6. Performance Standard: All labor performed by Contractor on the Project was done in a good and workmanlike manner and in accordance with the plans and specifications for the Project.
7. Materials Standard: All materials supplied by Contractor to the Project were in accordance with the plans and specifications for the Project.

Wallace Phillips III  
CONTRACTOR

By: Greens Prairie Investors Ltd  
Name: Wallace Phillips III  
Title: Manager

SUBSCRIBED AND SWORN TO BY Wallace Phillips III of Greens Prairie Investors Ltd  
before me, the undersigned authority on this 17th day of June, 2022 to certify  
which witness my hand and seal of office.



Paula A. Blake  
Notary Public in and for the State of Texas

\* END \*

**CONTRACTOR'S AFFIDAVIT AND  
FINAL LIEN WAIVER AND RELEASE**

STATE OF TEXAS

§

COUNTY OF BRAZOS

§

§

July 25, 2023

DATE:

OWNER:

Brazos County Municipal Utility District No. 1

CONTRACTOR:

Greens Prairie Investors, LTD.

PROJECT/WORK:

Water, Sewer, Drainage and Paving Improvements for  
Southern Pointe Section 400

CUT-OFF-DATE:

July 20, 2023

AMOUNT OF PAYMENT:

\$73,149.73

Contractor on oath swears that the following statements are true:

1. **Bills Paid:** The total of all charges, for and in connection with labor performed and material furnished by Contractor through the Cut-Off-Date, have been paid in full to Contractor.
2. **Lien Waiver & Release:** Contractor acknowledges complete satisfaction of, and forever waives and releases, all claims of every kind against Owner or the Property referred to above, including but not limited to all liens and claims of liens, which Contractor may have as a result of, or in connection with the performance of furnishing of such labor or materials through the Cut-Off-Date.
3. **All Others Paid:** Contractor has further represented and warranted and does hereby represent and warrant, that all persons or entities who have furnished labor or material to Contractor in connection with the Work performed through Cut-Off-Date and the above Amount of Payment will be paid all amounts to which they have become entitled, excepting agreed retainage not yet due and payable.
4. **Authority:** Contractor represents that the person executing this Affidavit on behalf of Contractor is duly authorized to sign this Affidavit and to legally bind Contractor hereto.

5. **Binding Effect:** All of the provisions of this document shall bind Contractor, Contractor's heirs, legal representatives, successors and assigns and shall inure to the benefit of Owner and Owner's heirs, legal representatives, successors, assigns and sureties.
6. **Performance Standard:** All labor performed by Contractor on the Project was done in a good and workmanlike manner and in accordance with the plans and specifications for the Project.
7. **Materials Standard:** All materials supplied by Contractor to the Project were in accordance with the plans and specifications for the Project.

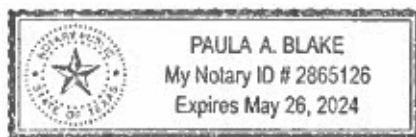
\_\_\_\_\_  
CONTRACTOR

By: Wallace Phillips III  
Wallace Phillips, III

Name: \_\_\_\_\_  
Manager

Title: \_\_\_\_\_

SUBSCRIBED AND SWORN TO BY Wallace Phillips III of Danochain Investments LLC  
before me, the undersigned authority on this 15th day of July, 2023 to certify  
which witness my hand and seal of office.



Paula A. Blake  
Notary Public in and for the State of Texas

– END OF SECTION –



Name of Project: Brazos County Municipal Utility District No. 1  
Probable Costs of Pavement Repairs

CI Job No. 2021100-BC1

Consulting Engineer: Costello, Inc.  
2107 CityWest Blvd., 3<sup>rd</sup> Floor  
Houston, Texas 77042

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I certify that the attached estimate of the probable repair costs for concrete pavement constructed within Brazos County MUD No. 1, has been prepared based on current market conditions and material costs. Additionally, the breakdown accounts for the quantity of repairs which are typical of concrete pavement during a 10 year period of time for which the concrete is in use.

Sincerely,  
**Costello, Inc.**  
Brazos County MUD No 1  
District Engineer

A handwritten signature in blue ink, reading "Guy L. Humphrey".

Guy L. Humphrey, P.E.  
Division Manager – Land Development

**Brazos MUD No. 1 - Estimate of Probable Pavement Repair Costs**

**SP 101**

Eldora Drive	805 6"	\$7.53	\$6,061.65
Pocono Drive	805 6"	\$7.53	\$6,061.65
Patriot Drive	415 6"	\$7.53	\$3,124.95
			<u><b>\$15,248.25</b></u>

**SP102**

Patriot Drive	555 6"	\$7.53	\$4,179.15
Talladega Dr	415 6"	\$7.53	\$3,124.95
Wilksboro Dr.	415 6"	\$7.53	\$3,124.95
			<u><b>\$10,429.05</b></u>

**SP 103 and 119**

Patriot Drive	845 6"	\$7.53	\$6,362.85
Daytona Drive	415 6"	\$7.53	\$3,124.95
Rockford Drive	415 6"	\$7.53	\$3,124.95
Southern Cross Drive	415 6"	\$7.53	\$3,124.95
			<u><b>\$9,374.85</b></u>

**SP 200**

Darlington Ave	3500 8"	\$12.42	\$43,470.00
			<u><b>\$43,470.00</b></u>

**SP Entrance**

SP Parkway	1762 8"	12.42	\$21,884.04
Mather Pkwy	300 8"	12.42	\$3,726.00
			<u><b>\$25,610.04</b></u>

**SP 201**

Mather Pkwy	860 8"	12.42	\$10,681.20
Natchez Drive	698 6"	7.53	\$5,255.94
Kennesaw Drive	776 6"	7.53	\$5,843.28
Patriot Drive	852 6"	7.53	\$6,415.56
			<u><b>\$17,514.78</b></u>

<b>Total Projected 10 year Maintenance Costs (Projects outside of 1 year)</b>	<b>\$121,646.97</b>
<b>Projected 10 Year Annual Cost</b>	<b>\$12,164.70</b>
<b>Projected 10 Year Monthly Cost</b>	<b>\$1,216.47</b>





Office: 979.764.3900  
Fax: 979.764.3910

July 24, 2023

Brazos County Municipal Utility District No. 1  
Board of Directors  
c/o Allen Boone Humphries Robinson, LLP  
3200 Southwest Freeway, Suite 2600  
Houston, TX 77027

**Re: SUBSTANTIAL COMPLETION LETTER**

Construction of Water, Sewer, Drainage and Paving Improvements for Southern Pointe Section 400  
for Brazos County Municipal Utility District No. 1  
CI Job No. 2021100-400-DS

Dear Directors:

Please let this letter confirm that the construction of the above-referenced facilities to serve Southern Pointe Subdivision, Section 400 was Substantially Complete on July 20, 2023.

I certify that, to the best of my knowledge and based on our periodic field observations, the above captioned project was constructed within acceptable construction tolerances and in substantial accordance with the plans and specifications, including all change orders.

Sincerely,

A handwritten signature in black ink that reads "Ricky Flores". The signature is written in a cursive, flowing style.

Richard (Ricky) Flores  
SCHULTZ ENGINEERING, LLC  
Senior Civil Engineer



**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT: Road and Bridge NUMBER: CC2024 Coulter Business Park Ph  
2 Final Plat

DATE OF COURT MEETING: 3/5/2024

ITEM: Request for approval of the Final Plat of Coulter Business Park Phase 2; 17.120 Acres;  
Moses A. Foster Survey, A-16; City of Bryan ETJ, Brazos County, Texas. Site is located in  
Precinct 2.

TO: Commissioners Court

FROM: Karen Tyler

DATE: 02/29/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

<b><u>File Name</u></b>	<b><u>Description</u></b>	<b><u>Type</u></b>
<a href="#">Coulter Business Park Ph 2 Plat Application.pdf</a>	Application for Development	Backup Material
<a href="#">Coulter Business Park Ph 2 FP 2024-02-14.pdf</a>	Plat	Backup Material



**BRAZOS COUNTY  
BRYAN, TEXAS**

---

DEPARTMENT: Road and Bridge                      NUMBER: CC2024 Coulter Business Park Ph  
2 Final Plat

DATE OF COURT MEETING: 3/5/2024

ITEM: Request for approval of the Final Plat of Coulter Business Park Phase 2; 17.120 Acres;  
Moses A. Foster Survey, A-16; City of Bryan ETJ, Brazos County, Texas. Site is located in  
Precinct 2.

TO: Commissioners Court

FROM: Karen Tyler

DATE: 02/29/2024

FISCAL IMPACT: False

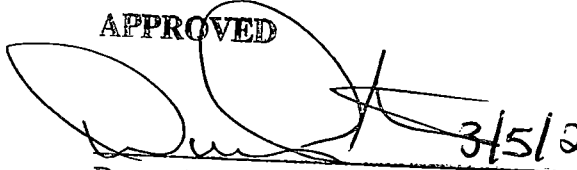
BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

<u>File Name</u>	<u>Description</u>	<u>Type</u>
Coulter_Business_Park_Ph_2_Plat_Application.pdf	Application for Development	Backup Material
Coulter_Business_Park_Ph_2_FP_2024-02-14.pdf	Plat	Backup Material

**APPROVED**

  
Duane Peters  
County Judge

3/5/24  
Date



Brazos County Road & Bridge Office  
2617 SH 21 West  
Bryan, TX 77803  
Telephone: (979) 822-2127  
Fax: (979) 775-0456  
Email: [plats@brazoscountytexas.gov](mailto:plats@brazoscountytexas.gov)

## PLAT APPLICATION

SUBJECT PROPERTY INFORMATION	
APPLICATION DATE *: 04/12/2023	RESUBMITTAL: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
PROJECT / SUBDIVISION NAME: Coulter Business Park	
PROJECT ADDRESS OR LOCATION: E. Hwy 21, Brazos County	
LEGAL DESCRIPTION: 40.51 acres out of the M.A. Foster A-16 Survey	
IF RESUBMITTAL, PROJECT FORMERLY KNOWN AS:	
NUMBER OF LOTS: 13	TOTAL ACREAGE 17.120 acres (Phase 2)
JURISDICTION : <input type="checkbox"/> CITY LIMITS <input checked="" type="checkbox"/> Bryan ETJ <input type="checkbox"/> OUTSIDE ALL CITY LIMITS AND ETJs	

\* Notification of Application completeness will be given within 10 days of Application date. All incomplete Applications will be rejected. This Application shall expire five (5) years from the Application date of the project.

TYPE OF APPLICATION		
<input type="checkbox"/> MASTER PLAN	<input type="checkbox"/> SIMPLIFIED PLAT	<input type="checkbox"/> PRELIMINARY PLAN
<input checked="" type="checkbox"/> FINAL PLAT	<input type="checkbox"/> AMENDING PLAT	<input type="checkbox"/> REPLAT

APPLICATION PURPOSE		
<input type="checkbox"/> RESIDENTIAL	<input type="checkbox"/> MANUFACTURED HOME RENTAL COMMUNITY	<input checked="" type="checkbox"/> COMMERCIAL
<input type="checkbox"/> OTHER (Please explain):		

FLOODPLAIN	
IS ANY OF THE PROPERTY LOCATED IN A FLOODPLAIN OR FLOOD HAZARD AREA?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
<b>Acknowledgment:</b> The flood hazard boundary maps and other flood data used by Brazos County in evaluating flood hazards to proposed Developments are considered reasonable and accurate for regulatory purposes and are based on the best available scientific and engineering data. On rare occasions greater floods can and will occur and flood heights may be increased by man-made or natural causes. Issuance of a Floodplain Permit in accordance with the Brazos County Flood Damage Prevention Ordinance does not imply that Development outside the areas of special flood hazard will be free from flooding or flood damage. Issuance of a permit shall not create liability on the part of Brazos County or any officer or employee of Brazos County in the event flooding or flood damage does occur.	

TxDOT RIGHT-OF-WAY	
WILL ANY CONSTRUCTION OCCUR IN TxDOT RIGHT-OF-WAYS?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

DIGITAL FILE SUBMISSION	
COUNTY ENGINEER	<input checked="" type="checkbox"/> ADOBE (.pdf file) <input type="checkbox"/> AutoCAD (.dwg file) (Email To: <a href="mailto:plats@brazoscountytexas.gov">plats@brazoscountytexas.gov</a> )
911 ADDRESSING	<input checked="" type="checkbox"/> ADOBE (.pdf file) <input type="checkbox"/> AutoCAD (.dwg file) (Email To: <a href="mailto:gis@brazoscountytexas.gov">gis@brazoscountytexas.gov</a> )

CONTACT INFORMATION	
---------------------	--

APPLICANT INFORMATION		
FIRM NAME: B/CS Leasing, LLC		
CONTACT: Carey Smith		
ADDRESS: 1061 Innovation Dr.		
CITY: Bryan	STATE: TX	ZIP: 77808
PHONE: 979-690-7711	FAX:	
EMAIL: careysmith@texcon.net		

PROPERTY OWNER INFORMATION		
FIRM NAME: SAME AS APPLICANT		
CONTACT:		
ADDRESS:		
CITY:	STATE:	ZIP:
PHONE:	FAX:	
EMAIL:		

ENGINEER INFORMATION		
FIRM NAME: McClure & Browne Engineering/Surveying, Inc.		
CONTACT: Jeffery L. Robertson, P.E.		
ADDRESS: 1008 Woodcreek Dr. Suite 103		
CITY: College Station	STATE: TX	ZIP: 77845
PHONE: (979) 693-3838	FAX:	
EMAIL: jeffr@mcclurebrowne.com		


SURVEYOR INFORMATION		
FIRM NAME: McClure & Browne Engineering/Surveying, Inc.		
CONTACT: Greg Hopcus, RPLS		
ADDRESS: 1008 Woodcreek Dr. Suite 103		
CITY: College Station	STATE: TX	ZIP: 77845
PHONE: (979) 693-3838	FAX:	
EMAIL: gregh@mcclurebrowne.com		

OTHER INFORMATION		
FIRM NAME:		
CONTACT:		
ADDRESS:		
CITY:	STATE:	ZIP:
PHONE:	FAX:	
EMAIL:		

**PROPERTY OWNER CONSENT / AGENT AUTHORIZATION**



By my signature, I hereby affirm that I am the property Owner of record, or if the Applicant is an organization or business entity, that authorization has been granted to represent the Owner, organization or business in this Application. I certify that the preceding information is complete and accurate, and it is understood that I agree to the Development/Subdivision of this property.

SIGNATURE: 	PRINTED NAME: <u>Spencer Buchanan</u>	DATE: <u>4-12-2023</u>
SIGNATURE:	PRINTED NAME: <u>Auth. Rep for BCS Leasing</u>	DATE:

By signing this form, the Owner of the property authorizes Brazos County to begin proceedings in accordance with the process for this type of Application indicated on page one of this Application. The Owner further acknowledges that submission of an Application does not in any way obligate the County to approve the Application and that although County staff may make certain recommendations regarding this Application, the Commissioner's Court may not follow that recommendation and may make a final decision that does not conform to the staff's recommendation.

#### CALCULATIONS OF FEES

MASTER PLAN:	No charge	SIMPLIFIED PLAT:	\$100	PRELIMINARY PLAN:	\$150 + \$10 per lot
FINAL PLAT:	\$200 + \$20 per lot	AMENDING PLAT:	\$100	REPLAT:	\$200

#### RECEIPT BY BRAZOS COUNTY (Official Use Only)

DATE APPLICATION RECEIVED: ____ / ____ / ____	DATE APPLICATION RECEIVED / REJECTED: ____ / ____ / ____
SIGNATURE:	SIGNATURE:

Receipt of this Application by Brazos County does not provide confirmation or acceptance of a complete Application, nor does it waive requirements for any additional information not contained as part of this Application which may also be needed as a part of the review process.

#### Application Check List:

Copies of finished plat with corrections (if any):

- ☐ Three (3) hard copies to Brazos County
- ☐ One (1) .pdf copy to Brazos County
- ☐ One (1) .dwg copy to Brazos County
- ☐ One (1) hard copy to Brazos County Health District
- ☐ One (1) hard copy to Brazos County 911
- ☐ One (1) hard copy to local Water District or Company

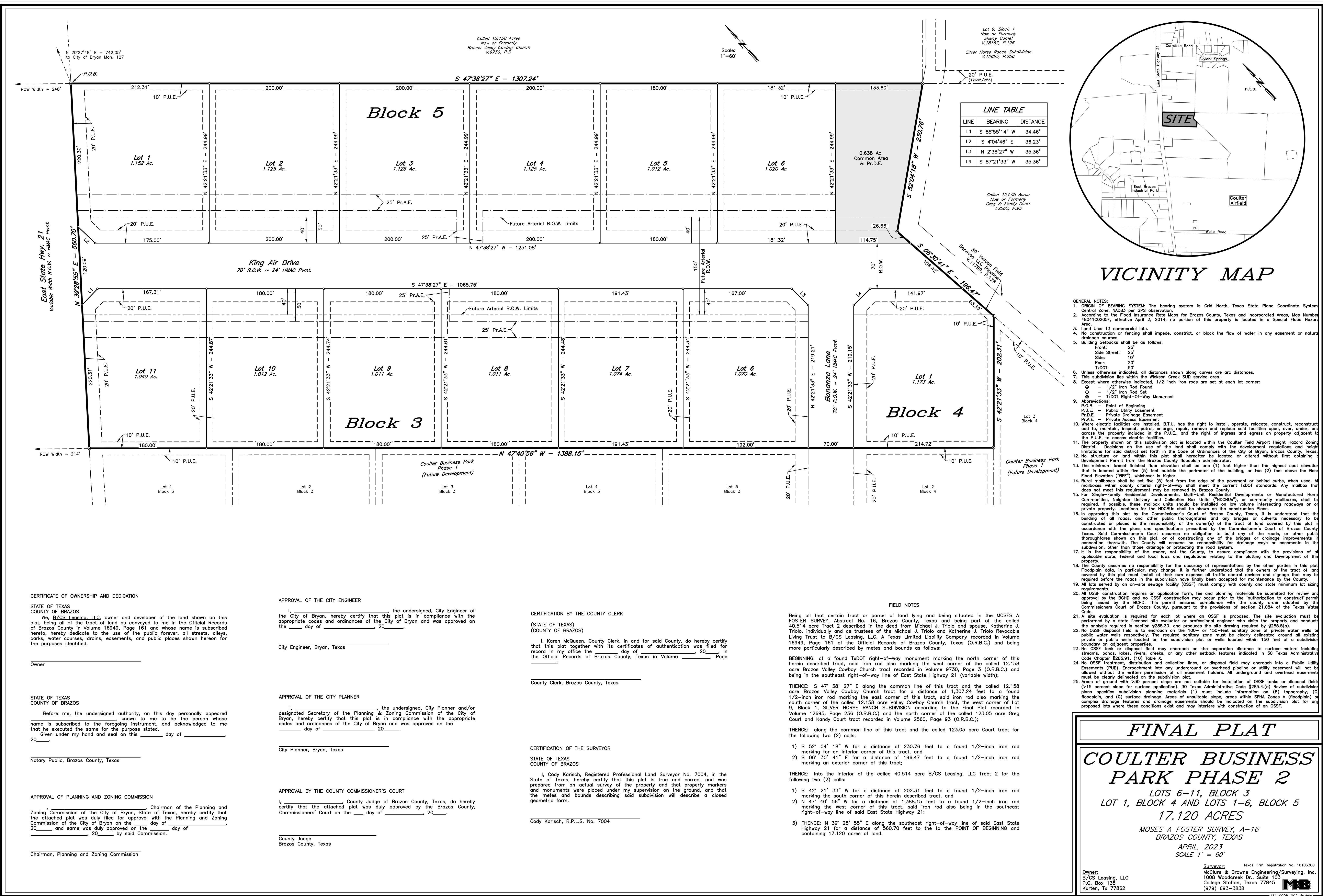
Letters of approval (to be sent by the approving institution directly to Brazos County Engineering):

- ☐ Letter from Brazos County Health District - For On-site sewage evaluation.
- ☐ Letter from Brazos County 911 - For Road names.
- ☐ Letter from Water District or Company. - Stating water availability, etc.

If property is within an Extraterritorial Jurisdiction (ETJ) of a City:

- ☐ Approval notification from appropriate City.

Applicant attests that they have signed this Application in the capacity designated, if any, and further attests that they have read document and the statement contained herein and any attached are true and factual. All Applicants are encouraged to review the County Regulations prior to any plat submittal. It is understood that this Application is not finished or dated until all documents listed above are filed at the Brazos County Engineering Office and all applicable blanks are filled in the Application above.



VICINITY MAP

- GENERAL NOTES:
1. ORIGIN OF BEARING SYSTEM: The bearing system is Grid North, Texas State Plane Coordinate System, Central Zone, NAD83, per GPS observation.
  2. According to the Flood Insurance Rate Maps for Brazos County, Texas and Incorporated Areas, Map Number 48041C0205F, effective April 2, 2014, no portion of this property is located in a Special Flood Hazard Area.
  3. Land Use: 13 commercial lots.
  4. No construction or fencing shall impede, constrict, or block the flow of water in any easement or natural drainage courses.
  5. Building Setbacks shall be as follows:  
Front: 25'  
Side Street: 25'  
Side: 10'  
Rear: 20'  
TxDOT: 50'
  6. Unless otherwise indicated, all distances shown along curves are arc distances.
  7. This subdivision lies within the Wilcox Creek SUD service area.
  8. Except where otherwise indicated, 1/2-inch iron rods are set at each lot corner:  
Ø = 1/2" Iron Rod Found  
Ø = 1/2" Iron Rod Set  
Ø = TxDOT Right-of-Way Monument
  9. Abbreviations:  
P.O.B. = Point of Beginning  
P.U.E. = Public Utility Easement  
Pr.D.E. = Private Drainage Easement  
Pr.A.E. = Private Access Easement
  10. Where electric facilities are installed, B.T.U. has the right to install, operate, relocate, construct, reconstruct, add to, maintain, inspect, patrol, enlarge, repair, remove and replace said facilities upon, over, under, and across the property included in the P.U.E., and the right of ingress and egress on property adjacent to the P.U.E. to access electric facilities.
  11. The property shown on this subdivision plat is located within the Coulter Field Airport Height Hazard Zoning District. Decisions on the use of the land shall comply with the development regulations and height limitations for said district set forth in the Code of Ordinances of the City of Bryan, Brazos County, Texas.
  12. No structure or land within this plat shall hereafter be located or altered without first obtaining a Development Permit from the Brazos County Floodplain administrator.
  13. The minimum lowest finished floor elevation shall be one (1) foot higher than the highest spot elevation that is located within five (5) feet outside the perimeter of the building, or two (2) feet above the Base Flood Elevation ("BFE"), whichever is higher.
  14. Rural mailboxes shall be set five (5) feet from the edge of the pavement or behind curbs, when used. All mailboxes within county arterial right-of-way shall meet the current TxDOT standards. Any mailbox that does not meet this requirement may be removed by Brazos County.
  15. For Single-Family Residential Developments, Multi-Unit Residential Developments or Manufactured Home Communities, Neighbor Delivery and Collection Box Units ("NDCBUs"), or community mailboxes, shall be required. If possible, these mailbox units should be installed on low volume intersecting roadways or on private property. Locations for the NDCBUs shall be shown on the construction Plans.
  16. In approving this plat by the Commissioner's Court of Brazos County, Texas, it is understood that the building of all roads, and other public thoroughfares and any bridges or culverts necessary to be constructed or placed is the responsibility of the owner(s) of the tract of land covered by this plat in accordance with the plans and specifications prescribed by the Commissioner's Court of Brazos County, Texas. Said Commissioner's Court assumes no obligation to build any of the roads, or other public thoroughfares shown on this plat, or of constructing any of the bridges or drainage improvements in connection therewith. The County will assume no responsibility for drainage ways or easements in the subdivision, other than those drainage or protecting the road system.
  17. It is the responsibility of the owner, not the County, to assure compliance with the provisions of all applicable state, federal and local laws and regulations relating to the platting and development of this property.
  18. The County assumes no responsibility for the accuracy of representations by the other parties in this plat. Floodplain data, in particular, may change. It is further understood that the owners of the tract of land covered by this plat must install at their own expense all traffic control devices and signage that may be required before the roads in the subdivision have finally been accepted for maintenance by the County.
  19. All lots served by an on-site sewage facility (OSSF) must comply with county and state minimum lot sizing requirements.
  20. All OSSF construction requires an application form, fee and planning materials be submitted for review and approval by the BCHD and no OSSF construction may occur prior to the authorization to construct permit being issued by the BCHD. This permit ensures compliance with the county order adopted by the Commissioners Court of Brazos County, Texas, pursuant to the provisions of section 21.084 of the Texas Water Code.
  21. A site evaluation is required for each lot where an OSSF is proposed. The site evaluation must be performed by a state licensed site evaluator or professional engineer who visits the property and conducts the analysis required in section §285.30, and produces the site drawing required by §285.5(c).
  22. No OSSF disposal field is to encroach on the 100- or 150-foot sanitary zone of private water wells or public water wells respectively. The required sanitary zone must be clearly delineated around all existing private or public wells located on the subdivision plat or wells located within 150 feet of a subdivision boundary on adjacent properties.
  23. No OSSF tank or disposal field may encroach on the separation distance to surface waters including streams, ponds, lakes, rivers, creeks, or any other setback features indicated in 30 Texas Administrative Code Chapter §285.91, (10) Table X.
  24. No OSSF treatment, distribution and collection lines, or disposal field may encroach into a Public Utility Easements (PUE). Encroachment into any underground or overhead pipeline or utility easement will not be allowed without the written permission of all easement holders. All underground and overhead easements must be clearly delineated on the subdivision plat.
  25. Areas of ground with >30 percent slope are not suitable for installation of OSSF tanks or disposal fields (>15 percent slope for surface application). 30 Texas Administrative Code §285.4(c) Review of subdivision plans specifies subdivision planning materials (1) must include information on (B) topography, (C) floodplain, and (G) surface drainage. Areas of unsuitable slope, areas within SFHA Zones A (floodplain) or complex drainage features and drainage easements should be indicated on the subdivision plat for any proposed lots where these conditions exist and may interfere with construction of an OSSF.

FINAL PLAT

COULTER BUSINESS PARK PHASE 2

LOTS 6-11, BLOCK 3  
LOT 1, BLOCK 4 AND LOTS 1-6, BLOCK 5  
17.120 ACRES

MOSES A FOSTER SURVEY, A-16  
BRAZOS COUNTY, TEXAS

APRIL, 2023  
SCALE 1" = 60'

Owner: B/CS Leasing, LLC  
P.O. Box 136  
Kurtin, Tx 77862

Surveyor: McClure & Browne Engineering/Surveying, Inc.  
1008 Woodcreek Dr., Suite 103  
College Station, Texas 77845  
(979) 693-3838

Texas Firm Registration No. 10103300

MB



**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING:

3/5/2024

ITEM:

**Overpayments**

- a. Accumatch - \$5,529.20
- b. NCR Corporation - \$15,617.45
- c. University Title Company - \$140.55
- d. Joseph Michael Gatens - \$37.32
- e. M Rosenstein Properties, LLC - \$10.71
- f. Manuel & Theresa's School of Hair Design - \$72.72

**Payment in Error**

- g. Verabank - \$5,463.05

TO:

Commissioners Court

DATE:

02/28/2024

FISCAL IMPACT:

False

BUDGETED:

False

DOLLAR AMOUNT:

\$0.00

**ATTACHMENTS:**

**File Name**

**Description**

**Type**

[CC\\_Refund\\_Request\\_02\\_27\\_24\\_\(002\).pdf](#)

Tax Refund Applications

Backup Material



**Kristeen Roe, CTA, PCC**  
**Brazos County Tax Assessor/Collector**  
4151 County Park Ct  
Bryan TX 77802  
979-775-9930  
979-775-9938 Fax

**REFUNDS PENDING 02/27/2024**

REQUESTOR	ACCUMATCH
ADDRESS	6191 NORTH STATE HWY 161 SUITE 650 IRVING TX 75038
OWNER NAME	WHITTEN RENTALS
PROP ID#	360666
REFUND AMOUNT	\$ 5529.20

REQUESTOR	NCR CORPORATION
ADDRESS	864 SPRING ST NW ATLANTA GA 30308
OWNER NAME	NCR CORPORATION
PROP ID#	61429
REFUND AMOUNT	\$ 15617.45

REQUESTOR	UNIVERSITY TITLE COMPANY
ADDRESS	1400 WOODLOCH FOREST DR STE 170 THE WOODLANDS TX 77380
OWNER NAME	TUREK REAL ESTATE HOLDINGS
PROP ID#	405874
REFUND AMOUNT	\$ 140.55

REQUESTOR	JOSEPH MICHAEL GATENS
ADDRESS	830 N ROSEMARY DR BRYAN TX 77802
OWNER NAME	HEIDI & JOSEPH GATENS
PROP ID#	433961
REFUND AMOUNT	\$ 37.32

REQUESTOR	M ROSENSTEIN PROPERTIES LLC
ADDRESS	PO BOX 12340 COLLEGE STATION TX 77842
OWNER NAME	M ROSENSTEIN PROPERTIES LLC & JORDANO DIAZ
PROP ID#	34290
REFUND AMOUNT	\$ 10.71

REQUESTOR	VERABANK
ADDRESS	PO BOX 1009 HENDERSON TX 75653
OWNER NAME	BONHAM TRACE
PROP ID#	40084
REFUND AMOUNT	\$ 5463.05

REQUESTOR	MANUEL & THERESA'S SCHOOL OF HAIR DESIGN
ADDRESS	715 S TEXAS AVE BRYAN TX 77803
OWNER NAME	LAINA CADRO
PROP ID#	37745
REFUND AMOUNT	\$ 72.72

REQUESTOR	
ADDRESS	
OWNER NAME	
PROP ID#	
REFUND AMOUNT	

## APPLICATION FOR TAX REFUND

*Collecting Office Name*

Brazos County Tax Office

4151 County Park Court

Bryan, Texas 77802 Ph. 979-775-9930

*Collecting Tax for: (taxing entities)*

Brazos County, City of Bryan, City of College Station

Bryan ISD, College Station ISD, F1, F2, F3, F4,

City of Kurten, Navasota ISD

### OWNER'S NAME AND ADDRESS

WHITTEN RENTALS LP

271 COUNTY ROAD 284

LIBERTY HILL TX 78642-6060

### PROPERTY DESCRIPTION

Legal: BUENA VIDA, BLOCK 3, LOT 5

Address: 3368 KEEFER LOOP ,

Account # 360666

### TAX PAYMENT INFORMATION

Name of Taxing Unit

ZREFUND

Tax Year of Refund

2023

Payment Date

12/29/23

Amount Paid

\$5529.20

Refund Amount Requested

\$5529.20

Taxpayer's reason for refund: OP-Overpayment

### REFUND TO:

ACCUMATCH

ATTN: REFUNDS

6191 NORTH STATE HWY 161, SUITE 650

IRVING, TX 75038

Sign below and return form to the Brazos County Tax Office.

"I hereby apply for the refund of the above-described taxes and certify that the information on this form is true and correct."

Signature

Phone #

Date

Email Address

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

### TAX REFUND DETERMINATION

The tax refund is

☒ Approved

☐ Disapproved

Authorized Officer Signature

Date

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

Authorized Officer Signature

Date

# TAX RECEIPT

02/20/2024 01:20PM

\*\* DUPLICATE \*\*

KRISTEEN ROE, CTA PH# (979) 775-9930  
BRAZOS COUNTY TAX ASSESSOR COLLECTOR  
4151 COUNTY PARK CT  
BRYAN, TX 77802

Receipt Number

3313628

Date Posted 12/29/2023  
Payment Type P  
Payment Code Full  
Total Paid \$5,529.20

## PAID BY:

ACCUMATCH  
ATTN: TAX PAYMENT SERVICES  
2711 LBJ FREEWAY SUITE 1065  
DALLAS, TX 75234

Property ID 360666		Geo 168300-0003-0050		Legal Acres 0.0000		Owner Name and Address WHITTEN RENTALS LP 271 COUNTY ROAD 284 LIBERTY HILL, TX 78642-6060					
BUENA VIDA, BLOCK 3, LOT 5				Legal Description							
Situs 3368 KEEFER LOOP				DBA Name							
Entity	Year	Rate	Taxable Value	Stmnt #	Void	Original Tax	Discnts	P&I	Att Fees	Overage	Amount Pd
CITY OF COLL.											
STAT.	2023	0.51309	293,328	142389	N	1,505.03	0.00	0.00	0.00	0.00	1,505.03
BRAZOS COUNTY	2023	0.40970	293,328	142389	N	1,201.77	0.00	0.00	0.00	0.00	1,201.77
COLLEGE STATION											
ISD	2023	0.96220	293,328	142389	N	2,822.40	0.00	0.00	0.00	0.00	2,822.40
											5,529.20
Balance Due As Of 12/29/2023: .00											
Tender Check		Details 34278		Description				Amount			
								5529.20			
								5529.20			

Operator Batch Total Paid  
ahines 49169 (Lereta LLC DBA Accumatch\_MTG Payment File\_12292023) 5,529.20

## APPLICATION FOR TAX REFUND

**Collecting Office Name**  
Brazos County Tax Office  
4151 County Park Court  
Bryan, Texas 77802 Ph. 979-775-9930

**Collecting Tax for: (taxing entities)**  
Brazos County, City of Bryan, City of College Station  
Bryan ISD, College Station ISD, F1, F2, F3, F4,  
City of Kurten, Navasota ISD

### OWNER'S NAME AND ADDRESS

NCR CORPORATION  
CORPORATE TAX DEPT  
864 SPRING ST NW  
ATLANTA GA 30308-1007

### PROPERTY DESCRIPTION

Legal: BUSINESS PERSONAL PROPERTY  
Address: 400 TECHNOLOGY (PVT) PKY ,  
Account # 61429

### TAX PAYMENT INFORMATION

Name of Taxing Unit	Tax Year of Refund	Payment Date	Amount Paid	Refund Amount Requested
ZREFUND	2023	02/19/2024	\$15,617.45	\$15,617.45

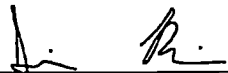
Taxpayer's reason for refund: OP-Overpayment

### REFUND TO:

NCR CORPORATION  
CORPORATE TAX DEPT  
864 SPRING ST NW  
ATLANTA GA 30308-1007

Sign below and return form to the Brazos County Tax Office.

"I hereby apply for the refund of the above-described taxes and certify that the information on this form is true and correct."

  
\_\_\_\_\_  
Signature

703-747-1931

Phone #

2/21/24

\_\_\_\_\_  
Date

sonia.rodriguez@ey.com

\_\_\_\_\_  
Email Address

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

### TAX REFUND DETERMINATION

The tax refund is ☒ Approved ☐ Disapproved

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

3/5/24  
\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Date

# TAX RECEIPT

02/19/2024 09:03AM

KRISTEEN ROE, CTA PH# (979) 775-9930  
BRAZOS COUNTY TAX ASSESSOR COLLECTOR  
4151 COUNTY PARK CT  
BRYAN, TX 77802

Receipt Number

**3344577**

Date Posted 02/19/2024  
Payment Type P  
Payment Code Over/Refund  
Total Paid \$15,617.45

## PAID BY:

NCR CORPORATION  
CORPORATE TAX DEPT  
864 SPRING ST NW  
ATLANTA, GA 30308-1007

Property ID	Geo	Legal Acres	Owner Name and Address								
61429	800000-0375-2630	0.0000	NCR CORPORATION CORPORATE TAX DEPT 864 SPRING ST NW ATLANTA, GA 30308-1007								
Legal Description											
BUSINESS PERSONAL PROPERTY											
Situs	DBA Name										
400 TECHNOLOGY (PVT) PKY	TEXAS DIGITAL SYSTEMS INC										
Entity	Year	Rate	Taxable Value	Stmnt #	Void	Original Tax	Discnts	P&I	Att Fees	Overage	Amount Pd
Z REFUND ENTITY	2023	0.00000	0	149025	N	15,617.45	0.00	0.00	0.00	0.00	15,617.45
											15,617.45

Balance Due As Of 02/19/2024: -15617.45

Tender	Details	Description	Amount
Check	82395369		15617.45
			15617.45

Operator Batch  
Iemerson 50069 (02192024\_LE)

Total Paid  
15,617.45

## APPLICATION FOR TAX REFUND

### Collecting Office Name

Brazos County Tax Office

4151 County Park Court

Bryan, Texas 77802 Ph. 979-775-9930

### Collecting Tax for: (taxing entities)

Brazos County, City of Bryan, City of College Station

Bryan ISD, College Station ISD, F1, F2, F3, F4,

City of Kurten, Navasota ISD

### OWNER'S NAME AND ADDRESS

TUREK REAL ESTATE HOLDINGS LLC

PO BOX 131326

SPRING TX 77393-1326

### PROPERTY DESCRIPTION

Legal: THE BARRACKS II PH 109, BLOCK 5, LOT 20

Address: 411 BABY BEAR DR ,

Account # 405874

### TAX PAYMENT INFORMATION

Name of Taxing Unit

Tax Year of Refund

Payment Date

Amount Paid

Refund Amount Requested

ZREFUND

2023

02/21/2024

\$7660.25

\$140.55

Taxpayer's reason for refund: OP-Overpayment

### REFUND TO:

UNIVERSITY TITLE COMPANY

1400 WOODLOCH FOREST DR STE 170

THE WOODLANDS TX 77380

Sign below and return form to the Brazos County Tax Office.

"I hereby apply for the refund of the above-described taxes and certify that the information on this form is true and correct."



Signature

832-957-0240

Phone #

2/22/2024

Date

LADA.DEGIDIO@UTITLE.COM

Email Address

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

### TAX REFUND DETERMINATION

The tax refund is ☒ Approved ☐ Disapproved

Authorized Officer Signature

Date

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

Authorized Officer Signature

Date

# TAX RECEIPT

02/21/2024 04:08PM

KRISTEEN ROE, CTA PH# (979) 775-9930  
BRAZOS COUNTY TAX ASSESSOR COLLECTOR  
4151 COUNTY PARK CT  
BRYAN, TX 77802

Receipt Number	
3344985	
Date Posted	02/21/2024
Payment Type	P
Payment Code	Over/Refund
Total Paid	\$7,660.25

## PAID BY:

UNIVERSITY TITLE  
1400 WOODLOCH FOREST DR  
STE 170  
THE WOODLANDS, TX 7380

Property ID	Geo	Legal Acres	Owner Name and Address								
405874	604801-1905-0200	0.0000	TUREK REAL ESTATE HOLDINGS LLC PO BOX 131326 SPRING, TX 77393-1326								
Legal Description											
THE BARRACKS II PH 109, BLOCK 5, LOT 20											
Situs	DBA Name										
411 BABY BEAR DR ,											
Entity	Year	Rate	Taxable Value	Stmt #	Void	Original Tax	Discnts	P&I	Att Fees	Overage	Amount Pd
Z REFUND ENTITY	2023	0.00000	0	149045	N	140.55	0.00	0.00	0.00	0.00	140.55
BRAZOS COUNTY CITY OF COLL.	2023	0.40970	372,828	133903	N	1,527.47	0.00	106.93	0.00	0.00	1,634.40
STAT. COLLEGE STATION	2023	0.51309	372,828	133903	N	1,912.92	0.00	133.91	0.00	0.00	2,046.83
ISD	2023	0.96220	372,828	133903	N	3,587.35	0.00	251.12	0.00	0.00	3,838.47
											7,660.25
Balance Due As Of 02/21/2024: -140.55											
Tender			Details			Description					Amount
Check			2431								7660.25
											7660.25

Operator Batch  
tmoore 50119 (02/21/2024TM)

Total Paid  
7,660.25

## APPLICATION FOR TAX REFUND

Collecting Office Name

Brazos County Tax Office

4151 County Park Court

Bryan, Texas 77802 Ph. 979-775-9930

Collecting Tax for: (taxing entities)

Brazos County, City of Bryan, City of College Station

Bryan ISD, College Station ISD, F1, F2, F3, F4,

City of Kurten, Navasota ISD

### OWNER'S NAME AND ADDRESS

GATENS HEIDI JANE & JOSEPH MICHAEL

830 N ROSEMARY DRIVE

BRYAN TX 77802

### PROPERTY DESCRIPTION

Legal: MIRAMONT PH 7, BLOCK 21, LOT 14

Address: 4763 CONCORDIA DR ,

Account # 433961

### TAX PAYMENT INFORMATION

Name of Taxing Unit  
ZREFUND

Tax Year of Refund  
2023

Payment Date  
02/08/2024

Amount Paid  
\$4431.09

Refund Amount Requested  
\$37.32

Taxpayer's reason for refund: OP-Overpayment

### REFUND TO:

GATENS JOSEPH MICHAEL

830 N ROSEMARY DRIVE

BRYAN TX 77802

Sign below and return form to the Brazos County Tax Office.

"I hereby apply for the refund of the above-described taxes and certify that the information on this form is true and correct."

Signature

Phone #

681-298-8114

Date

Email Address

2/19/2024

mgatens@shaw.ca

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

### TAX REFUND DETERMINATION

The tax refund is ☒ Approved ☐ Disapproved

Authorized Officer Signature

Date

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

Authorized Officer Signature

Date

3/5/24



# TAX RECEIPT

02/08/2024 12:31PM

KRISTEEN ROE, CTA PH# (979) 775-9930  
BRAZOS COUNTY TAX ASSESSOR COLLECTOR  
4151 COUNTY PARK CT  
BRYAN, TX 77802

Receipt Number

**3342236**

Date Posted 01/31/2024  
Payment Type P  
Payment Code Over/Refund  
Total Paid \$4,431.09

PAID BY:

GATENS JOSEPH MICHAEL  
830 N ROSEMARY DR  
BRYAN, TX 77802

Property ID	Geo	Legal Acres	Owner Name and Address								
433961	419230-0721-0140	0.0000	GATENS HEIDI JANE & JOSEPH MICHA 830 N ROSEMARY DRIVE BRYAN, TX 77802								
Legal Description											
MIRAMONT PH 7, BLOCK 21, LOT 14											
Situs	DBA Name										
4763 CONCORDIA DR ,											
Entity	Year	Rate	Taxable Value	Stmt #	Void	Original Tax	Discnts	P&I	Att Fees	Overage	Amount Pd
Z REFUND ENTITY	2023	0.00000	0	148963	N	37.32	0.00	0.00	0.00	0.00	37.32
BRAZOS COUNTY	2023	0.40970	221,583	49481	N	907.83	0.00	0.00	0.00	0.00	907.83
CITY OF BRYAN	2023	0.62400	221,583	49481	N	1,382.68	0.00	0.00	0.00	0.00	1,382.68
BRYAN ISD	2023	0.94920	221,583	49481	N	2,103.26	0.00	0.00	0.00	0.00	2,103.26
											4,431.09

Balance Due As Of 01/31/2024: -37.32

Tender	Details	Description	Amount
Check	140		4431.09
			4431.09

Operator Batch  
Iemerson 49878 (02082024\_LE)

Total Paid  
4,431.09

## APPLICATION FOR TAX REFUND

Collecting Office Name

Brazos County Tax Office

4151 County Park Court

Bryan, Texas 77802 Ph. 979-775-9930

Collecting Tax for: (taxing entities)

Brazos County, City of Bryan, City of College Station

Bryan ISD, College Station ISD, F1, F2, F3, F4,

City of Kurten, Navasota ISD

### OWNER'S NAME AND ADDRESS

M ROSENSTEIN PROPERTIES LLC & JORDANO DIAZ

1771 GREENS PRAIRIE RD

COLLEGE STATION TX 77845

### PROPERTY DESCRIPTION

Legal: NORTH MANOR PH 5, BLOCK 9, LOT 8 (3' OF) & 9 (LESS 5' OF)

Address: 1316 GARDEN LN ,

Account # 34290

### TAX PAYMENT INFORMATION

Name of Taxing Unit  
ZREFUND

Tax Year of Refund  
2023

Payment Date  
01/31/2024

Amount Paid  
\$4174.07

Refund Amount Requested  
\$10.71

Taxpayer's reason for refund: OP-Overpayment

### REFUND TO:


M ROSENSTEIN PROPERTIES LLC

PO BOX 12340

COLLEGE STATION TX 77842

Sign below and return form to the Brazos County Tax Office.

"I hereby apply for the refund of the above-described taxes and certify that the information on this form is true and correct."

  
Signature

(210) 260-4004

Phone #

2/19/24  
Date

mar@mrosenstein.com  
Email Address

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

### TAX REFUND DETERMINATION

The tax refund is ☒ Approved ☐ Disapproved

  
Authorized Officer Signature

3/5/24  
Date

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

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

\_\_\_\_\_  
Date

# TAX RECEIPT

02/09/2024 03:02PM

KRISTEEN ROE, CTA PH# (979) 775-9930  
BRAZOS COUNTY TAX ASSESSOR COLLECTOR  
4151 COUNTY PARK CT  
BRYAN, TX 77802

Receipt Number

**3342961**

Date Posted 01/31/2024  
Payment Type P  
Payment Code Over/Refund  
Total Paid \$4,174.07

PAID BY:

M ROSENSTEIN PROPERTIES LLC  
PO BOX 12340  
COLLEGE STATION, TX 77842-2340

Property ID	Geo	Legal Acres	Owner Name and Address									
34290	444000-0509-0090	0.0000	M ROSENSTEIN PROPERTIES LLC 1771 GREENS PRAIRIE RD W COLLEGE STATION, TX 77845-8434									
Legal Description												
NORTH MANOR PH 5, BLOCK 9, LOT 8 (3' OF) & 9 (LESS 5' OF)												
Situs	DBA Name											
1316 GARDEN LN												
Entity	Year	Rate	Taxable Value	Stmt #	Void	Original Tax	Discnts	P&I	Att Fees	Overage	Amount Pd	
Z REFUND ENTITY	2023	0.00000	0	148984	N	10.71	0.00	0.00	0.00	0.00	10.71	
BRAZOS COUNTY	2023	0.40970	210,503	80677	N	860.22	0.00	0.00	0.00	0.00	860.22	
CITY OF BRYAN	2023	0.62400	210,503	80677	N	1,310.17	0.00	0.00	0.00	0.00	1,310.17	
BRYAN ISD	2023	0.94920	210,503	80677	N	1,992.97	0.00	0.00	0.00	0.00	1,992.97	
											4,174.07	

Balance Due As Of 01/31/2024: -10.71

Tender	Details	Description	Amount
Check	10300		4174.07
			4174.07

Operator Batch  
fm00re 49904 (02/09/2024TM)

Total Paid  
4,174.07

## APPLICATION FOR TAX REFUND

*Collecting Office Name*

**Brazos County Tax Office**

**4151 County Park Court**

**Bryan, Texas 77802 Ph. 979-775-9930**

*Collecting Tax for: (taxing entities)*

Brazos County, City of Bryan, City of College Station

Bryan ISD, College Station ISD, F1, F2, F3, F4,

City of Kurten, Navasota ISD

**OWNER'S NAME AND ADDRESS**

BONHAM TRACE LLC

9200 WHITNEY CT

COLLEGE STATION TX 77845-8787

**PROPERTY DESCRIPTION**

Legal: SFA #10, BLOCK 17, LOT 11 (PT OF) TR-113, ACRES 10.854

Address: 2901 OLD HEARNE RD ,

Account # 40084

**TAX PAYMENT INFORMATION**

Name of Taxing Unit  
ZREFUND

Tax Year of Refund  
2023

Payment Date  
12/15/2023

Amount Paid  
\$5463.05

Refund Amount Requested  
\$5463.05

Taxpayer's reason for refund: PAYMENT IN ERROR

**REFUND TO:**

VERABANK

PO BOX 1009

HENDERSON, TX 75653-1009

HENDERSON

Sign below and return form to the Brazos County Tax Office.

"I hereby apply for the refund of the above-described taxes and certify that the information on this form is true and correct."

Pamela J. Merson

Signature

903-657-8521 ext 2219

Phone #

2-22-2024

Date

pjmerson@verabank.com

Email Address

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

**TAX REFUND DETERMINATION**

The tax refund is ☒ Approved ☐ Disapproved

Authorized Officer Signature

Date

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

Authorized Officer Signature

Date

# TAX RECEIPT

02/22/2024 01:59PM

KRISTEEN ROE, CTA PH# (979) 775-9930  
BRAZOS COUNTY TAX ASSESSOR COLLECTOR  
4151 COUNTY PARK CT  
BRYAN, TX 77802

Receipt Number

3290511

Date Posted 12/15/2023  
Payment Type P  
Payment Code Full  
Total Paid \$5,463.05

## PAID BY:

VERABANK  
PO BOX 1009  
HENDERSON, TX 75653-1009

Property ID	Geo	Legal Acres	Owner Name and Address									
40084	555100-0017-0110	10.8540	BONHAM TRACE LLC 9200 WHITNEY CT COLLEGE STATION, TX 77845-8787									
Legal Description												
SFA #10, BLOCK 17, LOT 11 (PT OF) TR-113, ACRES 10.854												
Situs	DBA Name											
2901 OLD HEARNE RD ,												
Entity	Year	Rate	Taxable Value	Stmnt #	Void	Original Tax	Discnts	P&I	Att Fees	Overage	Amount Pd	
CITY OF BRYAN	2023	0.62400	275,508	14304	N	1,719.17	0.00	0.00	0.00	0.00	1,719.17	
BRYAN ISD	2023	0.94920	275,508	14304	N	2,615.12	0.00	0.00	0.00	0.00	2,615.12	
BRAZOS COUNTY	2023	0.40970	275,508	14304	N	1,128.76	0.00	0.00	0.00	0.00	1,128.76	
											5,463.05	

Balance Due As Of 12/15/2023: .00

Operator Batch  
tinoore 48951 (12/15/2023TM)

Total Paid  
5,463.05

## APPLICATION FOR TAX REFUND

Collecting Office Name

Brazos County Tax Office

4151 County Park Court

Bryan, Texas 77802 Ph. 979-775-9930

Collecting Tax for: (taxing entities)

Brazos County, City of Bryan, City of College Station

Bryan ISD, College Station ISD, F1, F2, F3, F4,

City of Kurten, Navasota ISD

### OWNER'S NAME AND ADDRESS

CADRO LAINA

909 UNIVERSITY DR E

COLLEGE STATION TX 77840

### PROPERTY DESCRIPTION

Legal: PHILLIPS, BLOCK 25, LOT 4B

Address: 707 S TEXAS AVE ,

Account # 37745

### TAX PAYMENT INFORMATION

Name of Taxing Unit	Tax Year of Refund	Payment Date	Amount Paid	Refund Amount Requested
ZREFUND	2023	02/09/2024	\$758.92	\$72.72

Taxpayer's reason for refund: OP-Overpayment

### REFUND TO:

MANUEL & THERESA'S SCHOOL OF HAIR DESIGN

715 S TEXAS AVE

BRYAN, TX 77803

Sign below and return form to the Brazos County Tax Office.

"I hereby apply for the refund of the above-described taxes and certify that the information on this form is true and correct."

Manuel Rodriguez

Signature

979 255-5757 or 324-0318

Phone #

2/20/24

Date

MTSCHL1@ad1.cdm

Email Address

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

### TAX REFUND DETERMINATION

The tax refund is ☒ Approved ☐ Disapproved

Authorized Officer Signature

Date

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

Authorized Officer Signature

Date

## TAX RECEIPT

02/09/2024 04:19PM

KRISTEEN ROE, CTA PH# (979) 775-9930  
BRAZOS COUNTY TAX ASSESSOR COLLECTOR  
4151 COUNTY PARK CT  
BRYAN, TX 77802

## Receipt Number

3343006

Date Posted 01/31/2024  
Payment Type P  
Payment Code Over/Refund  
Total Paid \$758.92

## PAID BY:

MANUEL & THERESAS  
SCHOOL OF HAIR DESIGN YSC INC  
715 S TEXAS AVENUE  
BRYAN, TX 77803

Property ID	Geo	Legal Acres	Owner Name and Address								
37745	501000-0025-0020	0.0000	CADRO LAINA 909 UNIVERSITY DR E COLLEGE STATION, TX 77840								
Legal Description											
PHILLIPS, BLOCK 25, LOT 4B											
Situs	DBA Name										
707 S TEXAS AVE ,											
Entity	Year	Rate	Taxable Value	Stmt #	Void	Original Tax	Discnts	P&I	Att Fees	Overage	Amount Pd
Z REFUND ENTITY	2023	0.00000	0	148990	N	72.72	0.00	0.00	0.00	0.00	72.72
BRAZOS COUNTY	2023	0.40970	34,606	20929	N	141.78	0.00	0.00	0.00	0.00	141.78
CITY OF BRYAN	2023	0.62400	34,606	20929	N	215.94	0.00	0.00	0.00	0.00	215.94
BRYAN ISD	2023	0.94920	34,606	20929	N	328.48	0.00	0.00	0.00	0.00	328.48
											758.92

Balance Due As Of 01/31/2024: -72.72

Tender	Details	Description	Amount
Check	15799		758.92
			758.92

Operator Batch  
lemerson 49919 (02092024\_LE)

Total Paid  
758.92



**BRAZOS COUNTY  
BRYAN, TEXAS**

---

DEPARTMENT: Budget Office NUMBER:

DATE OF COURT MEETING: 3/5/2024

ITEM: • FY 23/24 Budget Amendments 21.01 - 21.05

TO: Commissioners Court

FROM: Nina Payne

DATE: 02/29/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ACTION REQUESTED OR  
ALTERNATIVES: Request approval.

**ATTACHMENTS:**

**File Name**

**Description**

**Type**

[21\\_Coversheet.pdf](#)

FY 24 Budget Amendments 21.01 - 21.05 Coversheet

Cover Memo

[21.01 - 21.05.pdf](#)

FY 24 Budget Amendments 21.01 -21.05

Budget Amendment



**BRAZOS COUNTY, TEXAS**

**BUDGET AMENDMENT(S) FOR THE 2023-2024 BUDGET YEAR**

**NO. 23/24 21.01-21.05**

On this the 5<sup>th</sup> day of March 2024 at a regular meeting of the Commissioners' Court, the following members were present:

- A. Duane Peters, County Judge, Presiding
- B. Steve Aldrich, Commissioner, Precinct 1
- C. Chuck Konderla, Commissioner, Precinct 2
- D. Nancy Berry, Commissioner, Precinct 3
- E. Wanda Watson, Commissioner, Precinct 4
- F. Karen McQueen, County Clerk


The following proceedings were held:

**THAT WHEREAS**, on 5<sup>th</sup> day of March 2024 the Court heard and approved a budget amendment(s) for the 2023-2024 budget year for Brazos County, Texas; and

**WHEREAS**, expenditure is necessary due to the necessity to meet unusual and unforeseen conditions which could not be reasonably included in the original budget adopted 19 September 2023, the following amendment(s) to the original budget are hereby authorized, as described on the attached page(s).

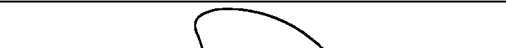
**ADOPTED AND APPROVED** this the 5<sup>th</sup> day of March 2024.

**THE COMMISSIONERS COURT OF BRAZOS COUNTY, TEXAS.**

By:   
Duane Peters, County Judge

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

**3/5/2024**

 3/5/24

County Judge Approval Date

[illegible]

**3/5/2024**

[illegible]

## American Rescue Plan Revenue Replacement

Reallocation of funds to correct accounts to cover the cost of security upgrades at Scotty's House. The FY 2024 budget was approved for \$15,414.

SAM

**Date:** 2/28/2024

## County Judge Approval

Date \_\_\_\_\_

[illegible]





**No. 23/24 - 21.05**  
**3/5/2024**

**Date:** 2/28/2024 **SAM**  **3/5/24**  
**County Judge Approval** **Date**

[illegible]



**ATTACHMENTS:**

## Cover Memo

# Personnel Change of Status

( Feb 29, 2024 )

Commissioners' Court Date: 03-05-2024  
Department Submitting Information: Human Resources  
Purpose of Submissions: Consider and Take Action on Change

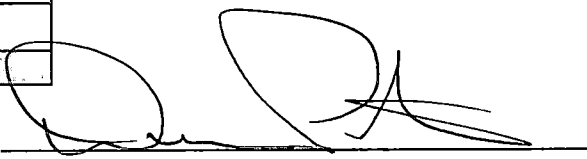
## Employment

Department Name	Employee Name
County Judge	Mallnak, Katrina
District Clerk Records Management Fund	Menendez Palacios, Irma
Jail Medical Services	*Reed, Miriam

## Separations

Department Name	Employee Name
Sheriff Office - Jail Administration	Clark, Isaac

Approved in Commissioners' Court:

County Judge's or Commissioner's Signature: 

(This Copy to be attached to minutes)





DOLLAR AMOUNT: \$0.00

## Cover Memo

**PERSONNEL  
CHANGE OF STATUS REQUESTS**

Commissioner Court Date: 03-05-2024 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
Budget Office	Mays, Spencyr	Change of Status
Felony/Family Law Associate Court- Admin.	Schultz, Alanna	Change of Status
SO – Jail Administration	Guthrie, Jordan	Change of Status

Approved in Commissioners' Court: 03-05-2024:

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

A handwritten signature in black ink, appearing to be a stylized 'J' or 'G' followed by a flourish, written over a horizontal line.



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

**CLAIMS**

COMMISSIONERS COURT MEETING: March 5, 2024

CLAIMS TO BE PAID BY BRAZOS COUNTY:

**CLAIM # 8201201 Thru CLAIM # 8201331**

**CLAIM # 9200479 Thru CLAIM # 9200536**

The Court voted unanimously to approve these Claims as submitted.

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

Duane Peters  
County Judge

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

Karen McQueen  
County Clerk



**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT: Budget Office

NUMBER:

DATE OF COURT MEETING: 3/5/2024

ITEM: Acknowledgement of FY 2023-2024 Budget to Actuals by Fund as of February 28, 2024.  
Acknowledgement of FY 2023-2024 Contingency Budget to Actuals by Fund as of February 28, 2024.

TO: Commissioners Court

FROM: Nina Payne

DATE: 02/28/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

<b><u>File Name</u></b>	<b><u>Description</u></b>	<b><u>Type</u></b>
<a href="#">FY_24_Actuals.pdf</a>	FY 2023-2024 Budget to Actuals by Fund as of 2/28/2024	Backup Material
<a href="#">FY_24_Contingency_Budget_to_Actuals_Fund.pdf</a>	FY 2023-2024 Contingency Budget to Actuals by Fund as of 2/28/2024	Backup Material

**Brazos County, Texas**  
**FY 2023-2024 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**

Fund: 01000 General Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
<b>Taxes</b>	<b>116,116,899</b>	<b>119,608,263</b>	<b>134,330,000</b>	<b>103,441,641</b>	<b>77%</b>
Charges for Services	14,007,731	14,373,002	11,221,037	3,908,440	35%
<b>Interest Income</b>	<b>1,233,588</b>	<b>8,311,341</b>	<b>5,780,000</b>	<b>3,237,837</b>	<b>56%</b>
Other Revenue	2,105,454	1,265,902	961,750	463,275	48%
<b>Reserves</b>	<b>-</b>	<b>-</b>	<b>44,859,588</b>	<b>-</b>	<b>-</b>
Intergovernmental	9,344,605	8,218,468	836,002	581,295	70%
<b>Other Financing Sources</b>	<b>1,565,379</b>	<b>215,777</b>	<b>210,000</b>	<b>106,504</b>	<b>51%</b>
<b>Total Revenue</b>	<b>\$144,373,655</b>	<b>\$151,992,753</b>	<b>\$198,198,377</b>	<b>\$111,738,991</b>	<b>56%</b>

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
<b>Salaries and Wages</b>	<b>44,652,228</b>	<b>49,486,058</b>	<b>59,656,913</b>	<b>21,614,308</b>	<b>36%</b>
<b>Outside Labor Costs</b>	<b>186,676</b>	<b>104,348</b>	<b>163,000</b>	<b>75,881</b>	<b>47%</b>
<b>Benefits</b>	<b>27,150,252</b>	<b>27,183,091</b>	<b>35,508,750</b>	<b>13,105,637</b>	<b>37%</b>
<b>Discretionary Spending</b>	<b>-</b>	<b>-</b>	<b>1,821,590</b>	<b>-</b>	<b>-</b>
<b>Supplies and Other Charges</b>	<b>7,681,618</b>	<b>9,058,121</b>	<b>19,318,410</b>	<b>4,124,213</b>	<b>21%</b>
<b>Repairs and Maintenance</b>	<b>2,354,842</b>	<b>4,532,190</b>	<b>7,477,493</b>	<b>1,014,125</b>	<b>14%</b>
<b>Contractual Services</b>	<b>8,721,285</b>	<b>9,372,616</b>	<b>12,151,132</b>	<b>3,915,618</b>	<b>32%</b>
<b>Professional Services</b>	<b>4,303,755</b>	<b>6,379,393</b>	<b>13,050,445</b>	<b>2,155,314</b>	<b>17%</b>
<b>Community Contracts</b>	<b>4,615,488</b>	<b>4,716,979</b>	<b>6,382,870</b>	<b>3,040,974</b>	<b>48%</b>
<b>Capital Outlay</b>	<b>5,302,428</b>	<b>7,260,102</b>	<b>21,033,500</b>	<b>3,678,385</b>	<b>17%</b>
<b>Other Financing Uses</b>	<b>4,709,639</b>	<b>20,917,731</b>	<b>21,634,274</b>	<b>-</b>	<b>-</b>
<b>Total Expense</b>	<b>\$109,678,212</b>	<b>\$139,010,628</b>	<b>\$198,198,377</b>	<b>\$52,724,455</b>	<b>27%</b>

**Brazos County, Texas**  
**FY 2023-2024 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**

**Fund:** 02000 County Health Endowment  
Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date
Interest Income	1,390	0	-	-
Intergovernmental	101,339	0	-	-
<b>Total Revenue</b>	<b>\$102,730</b>	<b>\$0</b>	<b>-</b>	<b>-</b>

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date
Other Financing Uses	1,010,633	-	-	-
<b>Total Expense</b>	<b>\$1,010,633</b>	<b>-</b>	<b>-</b>	<b>-</b>

**Brazos County, Texas**  
**FY 2023-2024 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**

**Fund:** 11000 Hotel Occupancy Tax Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Taxes	3,360,758	3,689,821	3,250,000	1,230,248	38%
Interest Income	12,820	119,177	50,000	46,502	93%
Other Revenue	454	1,500	-	1,750	-
Reserves	-	-	1,000,000	-	-
Other Financing Sources	-	246,080	-	-	-
<b>Total Revenue</b>	<b>\$3,374,031</b>	<b>\$4,056,579</b>	<b>\$4,300,000</b>	<b>\$1,278,500</b>	<b>30%</b>

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Salaries and Wages	98,264	84,744	164,093	28,729	18%
Benefits	45,799	41,481	75,055	15,015	20%
Supplies and Other Charges	178,495	30,866	572,049	1,619	0%
Repairs and Maintenance	21,600	-	500,000	-	-
Contractual Services	127,582	347,894	185,490	78,590	42%
Professional Services	5,300	24,960	5,300	5,300	100%
Community Contracts	914,481	1,370,205	910,000	-	-
Capital Outlay	20,704	554,303	638,013	360,250	56%
Other Financing Uses	1,165,715	-	1,250,000	-	-
<b>Total Expense</b>	<b>\$2,577,941</b>	<b>\$2,454,451</b>	<b>\$4,300,000</b>	<b>\$489,503</b>	<b>11%</b>

**Brazos County, Texas**  
**FY 2023-2024 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**

**Fund:** 12000 State Lateral Road Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Interest Income	276	5,056	3,000	2,008	67%
Reserves	-	-	218,000	-	-
Intergovernmental	30,417	30,347	30,000	29,508	98%
<b>Total Revenue</b>	<b>\$30,693</b>	<b>\$35,403</b>	<b>\$251,000</b>	<b>\$31,517</b>	<b>13%</b>

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date
Capital Outlay	-	-	251,000	-
<b>Total Expense</b>	<b>-</b>	<b>-</b>	<b>\$251,000</b>	<b>-</b>



**Brazos County, Texas**  
**FY 2023-2024 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**

**Fund:** 13000 Unclaimed Property Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Interest Income	387	9,140	3,000	3,130	104%
Reserves	-	-	68,000	-	-
Total Revenue	\$387	\$9,140	\$71,000	\$3,130	4%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date
Supplies and Other Charges	-	-	71,000	-
Total Expense	-	-	\$71,000	-

**Brazos County, Texas**  
**FY 2023-2024 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**

**Fund:** 15000 Law Library Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Charges for Services	28,463	164,116	67,500	34,945	52%
Interest Income	48	1,942	0	1,061	-
Reserves	-	-	10,000	-	-
<b>Total Revenue</b>	<b>\$28,511</b>	<b>\$166,057</b>	<b>\$77,500</b>	<b>\$36,006</b>	<b>46%</b>

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Supplies and Other Charges	59,063	62,593	77,500	21,770	28%
<b>Total Expense</b>	<b>\$59,063</b>	<b>\$62,593</b>	<b>\$77,500</b>	<b>\$21,770</b>	<b>28%</b>

**Brazos County, Texas**  
**FY 2023-2024 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**

**Fund:** 16000 Local Provider Participation  
Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Taxes	36,793,246	31,728,216	39,176,878	39,700,219	101%
Interest Income	50,392	433,637	200,000	161,033	81%
Other Revenue	460,822	397,231	487,494	487,494	100%
Reserves	-	-	19,000,000	-	-
<b>Total Revenue</b>	<b>\$37,304,461</b>	<b>\$32,559,083</b>	<b>\$58,864,372</b>	<b>\$40,348,746</b>	<b>69%</b>

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Supplies and Other Charges	-	134,246	-	-	-
Community Contracts	26,568,700	26,044,743	58,844,372	17,521,134	30%
Other Financing Uses	20,000	20,000	20,000	20,000	100%
<b>Total Expense</b>	<b>\$26,588,700</b>	<b>\$26,198,989</b>	<b>\$58,864,372</b>	<b>\$17,541,134</b>	<b>30%</b>

**Brazos County, Texas**  
**FY 2023-2024 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**

**Fund:** 18000 Law Enforcement Education  
Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
<b>Reserves</b>	-	-	<b>69,360</b>	-	-
Intergovernmental	14,928	14,872	14,500	16,932	117%
<b>Total Revenue</b>	<b>\$14,928</b>	<b>\$14,872</b>	<b>\$83,860</b>	<b>\$16,932</b>	<b>20%</b>

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
<b>Supplies and Other Charges</b>	<b>11,984</b>	<b>12,741</b>	<b>83,860</b>	<b>500</b>	<b>1%</b>
<b>Total Expense</b>	<b>\$11,984</b>	<b>\$12,741</b>	<b>\$83,860</b>	<b>\$500</b>	<b>1%</b>

**Brazos County, Texas**  
**FY 2023-2024 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**

**Fund:** 19000 Court Records Preservation  
Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Charges for Services	23,569	623	500	150	30%
Interest Income	935	15,192	0	5,356	-
Reserves	-	-	300,000	-	-
Other Financing Sources	42,545	-	-	-	-
<b>Total Revenue</b>	<b>\$67,049</b>	<b>\$15,815</b>	<b>\$300,500</b>	<b>\$5,506</b>	<b>2%</b>

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date
Salaries and Wages	35,086	-	-	-
Benefits	21,497	-	-	-
Supplies and Other Charges	87	-	300,500	-
Contractual Services	524	-	-	-
<b>Total Expense</b>	<b>\$57,194</b>	<b>-</b>	<b>\$300,500</b>	<b>-</b>

**Brazos County, Texas**  
**FY 2023-2024 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**

**Fund:** 20000 County Clerk Records  
Management Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Charges for Services	454,677	364,311	350,000	97,748	28%
Interest Income	5,390	31,036	20,000	10,309	52%
Reserves	-	-	1,230,000	-	-
<b>Total Revenue</b>	<b>\$460,067</b>	<b>\$395,347</b>	<b>\$1,600,000</b>	<b>\$108,057</b>	<b>7%</b>

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Salaries and Wages	105,859	104,059	128,285	47,033	37%
Benefits	72,410	56,889	83,311	24,092	29%
Supplies and Other Charges	21,476	725	1,263,064	660	0%
Contractual Services	103,091	327,291	125,340	45,263	36%
<b>Total Expense</b>	<b>\$302,836</b>	<b>\$488,964</b>	<b>\$1,600,000</b>	<b>\$117,047</b>	<b>7%</b>

**Brazos County, Texas**  
**FY 2023-2024 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**

**Fund:** 20010 County Clerk Archival Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Charges for Services	387,387	290,550	315,000	82,525	26%
Interest Income	5,682	30,786	10,000	10,628	106%
Reserves	-	-	1,293,000	-	-
<b>Total Revenue</b>	<b>\$393,069</b>	<b>\$321,336</b>	<b>\$1,618,000</b>	<b>\$93,153</b>	<b>6%</b>

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Supplies and Other Charges	-	-	1,118,000	-	-
Contractual Services	299,991	253,734	500,000	97,115	19%
<b>Total Expense</b>	<b>\$299,991</b>	<b>\$253,734</b>	<b>\$1,618,000</b>	<b>\$97,115</b>	<b>6%</b>

**Brazos County, Texas**  
**FY 2023-2024 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**

**Fund:** 22000 Courthouse Security Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Charges for Services	105,826	115,046	106,050	33,037	31%
Interest Income	180	5,325	0	687	-
Reserves	-	-	64,000	-	-
Other Financing Sources	442,325	294,951	0	-	-
<b>Total Revenue</b>	<b>\$548,331</b>	<b>\$415,322</b>	<b>\$170,050</b>	<b>\$33,724</b>	<b>20%</b>

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Salaries and Wages	318,556	375,202	-	-	-
Benefits	132,453	155,455	-	2,838	-
Supplies and Other Charges	5,352	4,033	56,987	203	0%
Repairs and Maintenance	16,733	13,633	62,000	4,633	7%
Contractual Services	-	-	50,000	-	-
Community Contracts	-	1,011	1,063	599	56%
Capital Outlay	7,100	-	-	235	-
<b>Total Expense</b>	<b>\$480,194</b>	<b>\$549,334</b>	<b>\$170,050</b>	<b>\$8,508</b>	<b>5%</b>



**Brazos County, Texas**  
**FY 2023-2024 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**

**Fund:** 22010 Justice Court Security Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Charges for Services	33,291	33,424	31,500	11,209	36%
Interest Income	236	4,523	2,500	1,726	69%
Reserves	-	-	208,000	-	-
<b>Total Revenue</b>	<b>\$33,527</b>	<b>\$37,947</b>	<b>\$242,000</b>	<b>\$12,935</b>	<b>5%</b>

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date
Repairs and Maintenance	7,821	-	30,000	-
Contractual Services	-	-	30,000	-
Professional Services	8,129	-	57,000	-
Capital Outlay	-	-	125,000	-
<b>Total Expense</b>	<b>\$15,950</b>	<b>-</b>	<b>\$242,000</b>	<b>-</b>

**Brazos County, Texas**  
**FY 2023-2024 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**

**Fund:** 23000 District Clerk Records  
Management Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Charges for Services	61,726	84,461	60,000	36,601	61%
Interest Income	334	5,326	4,000	1,751	44%
Reserves	-	-	200,000	-	-
<b>Total Revenue</b>	<b>\$62,060</b>	<b>\$89,788</b>	<b>\$264,000</b>	<b>\$38,352</b>	<b>15%</b>

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Salaries and Wages	-	19,979	73,600	24,543	33%
Benefits	-	1,553	5,764	1,907	33%
Contractual Services	-	149,231	173,000	-	-
Professional Services	-	-	11,636	-	-
<b>Total Expense</b>	<b>-</b>	<b>\$170,763</b>	<b>\$264,000</b>	<b>\$26,449</b>	<b>10%</b>

**Brazos County, Texas**  
**FY 2023-2024 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**

**Fund:** 23010 District Clerk Archival Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date
Charges for Services	5,670	595	-	90
<b>Interest Income</b>	<b>69</b>	<b>131</b>	-	<b>10</b>
<b>Total Revenue</b>	<b>\$5,739</b>	<b>\$726</b>	-	<b>\$100</b>

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date
Salaries and Wages	28,569	18,345	-	-
Benefits	2,233	1,426	-	-
Professional Services	3,522	-	-	-
<b>Total Expense</b>	<b>\$34,324</b>	<b>\$19,771</b>	-	-

**Brazos County, Texas**  
**FY 2023-2024 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**

**Fund:** 24000 Justice of the Peace  
Technology Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Charges for Services	28,441	28,209	26,000	9,409	36%
Interest Income	276	4,324	2,000	1,578	79%
Reserves	-	-	193,000	-	-
<b>Total Revenue</b>	<b>\$28,717</b>	<b>\$32,534</b>	<b>\$221,000</b>	<b>\$10,987</b>	<b>5%</b>

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Supplies and Other Charges	39,945	10,166	67,061	218	0%
Contractual Services	798	889	5,000	-	-
Capital Outlay	-	-	148,939	-	-
<b>Total Expense</b>	<b>\$40,743</b>	<b>\$11,055</b>	<b>\$221,000</b>	<b>\$218</b>	<b>0%</b>

**Brazos County, Texas**  
**FY 2023-2024 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**

**Fund:** 24010 County and District Court  
Technology Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Charges for Services	9,750	10,059	10,000	2,756	28%
Interest Income	146	2,647	0	968	-
Reserves	-	-	119,000	-	-
<b>Total Revenue</b>	<b>\$9,896</b>	<b>\$12,706</b>	<b>\$129,000</b>	<b>\$3,724</b>	<b>3%</b>

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date
Supplies and Other Charges	-	-	129,000	-
<b>Total Expense</b>	<b>-</b>	<b>-</b>	<b>\$129,000</b>	<b>-</b>

**Brazos County, Texas**  
**FY 2023-2024 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**

**Fund:** 25000 Forfeiture Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Charges for Services	7,821	5,329	0	-	-
Interest Income	58	918	0	287	-
Reserves	-	-	33,000	-	-
<b>Total Revenue</b>	<b>\$7,879</b>	<b>\$6,247</b>	<b>\$33,000</b>	<b>\$287</b>	<b>1%</b>

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Supplies and Other Charges	-	2,563	33,000	235	1%
Capital Outlay	-	5,133	-	-	-
<b>Total Expense</b>	<b>-</b>	<b>\$7,696</b>	<b>\$33,000</b>	<b>\$235</b>	<b>1%</b>

**Brazos County, Texas**  
**FY 2023-2024 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**

**Fund:** 26000 District Attorney Hot Check  
Collections Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Interest Income	7	113	50	40	80%
Other Revenue	75	150	0	75	-
Reserves	-	-	4,900	-	-
Total Revenue	\$82	\$263	\$4,950	\$115	2%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date
Supplies and Other Charges	-	-	4,950	-
Total Expense	-	-	\$4,950	-

**Brazos County, Texas**  
**FY 2023-2024 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**

**Fund:** 27000 Bail Bond Board Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Interest Income	151	2,428	1,500	860	57%
Other Revenue	2,000	2,500	2,000	1,000	50%
Reserves	-	-	105,000	-	-
Total Revenue	\$2,151	\$4,928	\$108,500	\$1,860	2%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date
Salaries and Wages	304	321	4,001	-
Benefits	144	113	1,011	-
Supplies and Other Charges	274	-	103,488	-
Total Expense	\$722	\$433	\$108,500	-



**Brazos County, Texas**  
**FY 2023-2024 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**

**Fund:** 28000 Voter Registration Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date
Interest Income	13	-	-	-
Intergovernmental	33,460	16,804	-	-
<b>Total Revenue</b>	<b>\$33,473</b>	<b>\$16,804</b>	-	-

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date
Supplies and Other Charges	1,461	1,071	-	-
Contractual Services	20,201	15,733	-	-
Professional Services	20,500	-	-	-
<b>Total Expense</b>	<b>\$42,162</b>	<b>\$16,804</b>	-	-

**Brazos County, Texas**  
**FY 2023-2024 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**

**Fund:** 29000 Vehicle Inventory Interest  
Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Taxes	3,624	8,389	2,500	2,465	99%
Interest Income	4,142	23,620	15,000	11,847	79%
Reserves	-	-	331,000	-	-
Total Revenue	\$7,767	\$32,009	\$348,500	\$14,312	4%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Salaries and Wages	-	-	11,100	-	-
Benefits	-	-	2,805	-	-
Supplies and Other Charges	5,438	5,117	304,095	751	0%
Repairs and Maintenance	-	240	1,000	-	-
Contractual Services	-	-	2,000	-	-
Professional Services	-	-	7,500	-	-
Capital Outlay	-	-	20,000	-	-
Total Expense	\$5,438	\$5,357	\$348,500	\$751	0%

**Brazos County, Texas**  
**FY 2023-2024 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**

**Fund:** 30000 Brazos County Grant Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
<b>Public Health Revenue</b>	-	0	60,000	60,000	100%
Other Revenue	-	32	-	-	-
<b>Reserves</b>	-	-	6	-	-
Intergovernmental	5,175,775	2,603,804	4,749,019	2,039,051	43%
<b>Other Financing Sources</b>	300,769	336,489	711,264	-	-
<b>Total Revenue</b>	<b>\$5,476,543</b>	<b>\$2,940,325</b>	<b>\$5,520,289</b>	<b>\$2,099,051</b>	<b>38%</b>

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
<b>Salaries and Wages</b>	1,328,022	1,748,464	2,861,531	1,014,757	35%
<b>Benefits</b>	640,754	813,685	1,327,727	465,601	35%
<b>Supplies and Other Charges</b>	233,515	106,792	436,145	39,155	9%
<b>Repairs and Maintenance</b>	937,236	5,186	3,150	300	10%
<b>Contractual Services</b>	2,055,371	116,713	396,244	153,889	39%
<b>Professional Services</b>	3,840	-	200,000	2,500	1%
<b>Capital Outlay</b>	322,412	158,206	295,492	11,250	4%
<b>Total Expense</b>	<b>\$5,521,150</b>	<b>\$2,949,047</b>	<b>\$5,520,289</b>	<b>\$1,687,452</b>	<b>31%</b>

**Brazos County, Texas**  
**FY 2023-2024 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**

**Fund:** 31000 American Rescue Plan Act

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date
Interest Income	(1,392)	-	-	-
Intergovernmental	8,445,192	7,495,180	20,000,000	-
<b>Total Revenue</b>	<b>\$8,443,800</b>	<b>\$7,495,180</b>	<b>\$20,000,000</b>	<b>-</b>

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Discretionary Spending	8,445,192	7,299,824	-	-	-
Contractual Services	-	132,000	1,800,000	-	-
Capital Outlay	-	63,356	18,200,000	132,807	1%
<b>Total Expense</b>	<b>\$8,445,192</b>	<b>\$7,495,180</b>	<b>\$20,000,000</b>	<b>\$132,807</b>	<b>1%</b>

**Brazos County, Texas**  
**FY 2023-2024 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**

**Fund:** 33000 Sheriff's Office Crime Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Interest Income	267	1,599	500	696	139%
Other Revenue	1,600	8,000	0	-	-
Reserves	-	-	113,000	-	-
<b>Total Revenue</b>	<b>\$1,867</b>	<b>\$9,599</b>	<b>\$113,500</b>	<b>\$696</b>	<b>1%</b>

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date
Supplies and Other Charges	85	4,796	79,500	-
Repairs and Maintenance	-	1,369	4,000	-
Capital Outlay	-	7,608	30,000	-
Other Financing Uses	10,000	-	-	-
<b>Total Expense</b>	<b>\$10,085</b>	<b>\$13,773</b>	<b>\$113,500</b>	<b>-</b>

**Brazos County, Texas**  
**FY 2023-2024 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**

**Fund:** 34000 District Attorney Crime  
Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Charges for Services	80,558	32,611	20,000	300	2%
Interest Income	341	5,816	2,000	1,971	99%
Reserves	-	-	249,000	-	-
Total Revenue	\$80,899	\$38,427	\$271,000	\$2,271	1%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Salaries and Wages	14,390	20,383	80,376	8,543	11%
Benefits	7,935	9,588	14,686	4,075	28%
Supplies and Other Charges	24,089	11,007	155,938	6,938	4%
Contractual Services	314	360	20,000	180	1%
Capital Outlay	5,782	-	-	-	-
Total Expense	\$52,509	\$41,339	\$271,000	\$19,736	7%

**Brazos County, Texas**  
**FY 2023-2024 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**

**Fund:** 35000 Primary Election Services  
Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Charges for Services	38,109	70,904	25,000	6,364	25%
Interest Income	67	1,264	-	519	-
Reserves	-	-	65,000	-	-
<b>Total Revenue</b>	<b>\$38,176</b>	<b>\$72,167</b>	<b>\$90,000</b>	<b>\$6,883</b>	<b>8%</b>

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Supplies and Other Charges	8,563	5,479	79,100	579	1%
Repairs and Maintenance	-	-	1,000	-	-
Contractual Services	65,448	13,414	9,900	1,015	10%
<b>Total Expense</b>	<b>\$74,011</b>	<b>\$18,893</b>	<b>\$90,000</b>	<b>\$1,594</b>	<b>2%</b>

**Brazos County, Texas**  
**FY 2023-2024 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**

**Fund:** 39010 Brazos County Housing  
Finance Corporation

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Charges for Services	-	402,125	5,000	5,334	107%
Interest Income	1,004	5,259	0	4,155	-
Reserves	-	-	104,000	-	-
<b>Total Revenue</b>	<b>\$1,004</b>	<b>\$407,384</b>	<b>\$109,000</b>	<b>\$9,489</b>	<b>9%</b>

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Supplies and Other Charges	323	-	4,735	174	4%
Professional Services	-	-	104,265	-	-
<b>Total Expense</b>	<b>\$323</b>	<b>-</b>	<b>\$109,000</b>	<b>\$174</b>	<b>0%</b>



**Brazos County, Texas**  
**FY 2023-2024 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**

**Fund:** 41000 General Obligation Debt  
Service Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Taxes	10,766,578	9,799,037	10,910,000	10,459,355	96%
Interest Income	89,607	345,490	170,000	75,349	44%
Reserves	-	-	500,000	-	-
Other Financing Sources	1,165,715	-	1,250,000	-	-
<b>Total Revenue</b>	<b>\$12,021,900</b>	<b>\$10,144,527</b>	<b>\$12,830,000</b>	<b>\$10,534,704</b>	<b>82%</b>

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Debt Service	17,009,447	9,028,173	12,830,000	800	0%
<b>Total Expense</b>	<b>\$17,009,447</b>	<b>\$9,028,173</b>	<b>\$12,830,000</b>	<b>\$800</b>	<b>0%</b>

**Brazos County, Texas**  
**FY 2023-2024 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**

**Fund:** 43200 2020 Certificates of  
Obligation

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Interest Income	105,757	515,615	120,000	157,247	131%
Other Revenue	-	2,929	-	-	-
Reserves	-	-	8,400,000	-	-
Total Revenue	\$105,757	\$518,544	\$8,520,000	\$157,247	2%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Supplies and Other Charges	-	54,447	3,038,134	1,200	0%
Contractual Services	1,130,456	2,656,302	487,000	1,172,590	241%
Capital Outlay	1,940,552	1,891,648	4,994,866	1,624	0%
Total Expense	\$3,071,008	\$4,602,397	\$8,520,000	\$1,175,414	14%

**Brazos County, Texas**  
**FY 2023-2024 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**

**Fund:** 43230 On System Road Bond -  
TXDOT

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Interest Income	-	212,288	-	366,472	-
Reserves	-	-	19,800,000	-	-
Other Financing Sources	-	20,009,102	-	-	-
Total Revenue	-	\$20,221,390	\$19,800,000	\$366,472	2%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date
Contractual Services	-	-	19,800,000	-
Debt Service	-	203,216	-	-
Total Expense	-	\$203,216	\$19,800,000	-

**Brazos County, Texas**  
**FY 2023-2024 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**

**Fund:** 43231 Off System Road Bond

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Interest Income	-	109,492	-	182,821	-
Reserves	-	-	10,100,000	-	-
Other Financing Sources	-	10,307,719	-	-	-
<b>Total Revenue</b>	-	<b>\$10,417,211</b>	<b>\$10,100,000</b>	<b>\$182,821</b>	<b>2%</b>

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Capital Outlay	-	81,700	10,100,000	646,647	6%
Debt Service	-	102,830	-	-	-
<b>Total Expense</b>	-	<b>\$184,530</b>	<b>\$10,100,000</b>	<b>\$646,647</b>	<b>6%</b>

**Brazos County, Texas**  
**FY 2023-2024 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**

**Fund:** 43232 2023 Certificates of  
Obligation

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Interest Income	-	106,296	-	176,956	-
Reserves	-	-	9,908,000	-	-
Other Financing Sources	-	10,165,860	-	-	-
<b>Total Revenue</b>	-	<b>\$10,272,156</b>	<b>\$9,908,000</b>	<b>\$176,956</b>	<b>2%</b>

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Capital Outlay	-	61,762	9,908,000	2,303	0%
Debt Service	-	163,164	-	-	-
<b>Total Expense</b>	-	<b>\$224,926</b>	<b>\$9,908,000</b>	<b>\$2,303</b>	<b>0%</b>

**Brazos County, Texas**  
**FY 2023-2024 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**

**Fund:** 45000 General Permanent  
Improvement Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date
Other Revenue	95,799	102,356	-	-
<b>Reserves</b>	-	-	23,839,123	-
<b>Other Financing Sources</b>	5,473,504	20,893,118	19,923,010	-
<b>Total Revenue</b>	<b>\$5,569,303</b>	<b>\$20,995,474</b>	<b>\$43,762,133</b>	-

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
<b>Discretionary Spending</b>	-	-	6,162,654	-	-
<b>Supplies and Other Charges</b>	-	-	4,000,000	-	-
<b>Capital Outlay</b>	11,813,336	5,391,415	33,568,379	1,749,313	5%
<b>Debt Service</b>	-	-	31,100	-	-
<b>Other Financing Uses</b>	24,942	-	-	-	-
<b>Total Expense</b>	<b>\$11,838,278</b>	<b>\$5,391,415</b>	<b>\$43,762,133</b>	<b>\$1,749,313</b>	<b>4%</b>

**Brazos County, Texas**  
**FY 2023-2024 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**

**Fund:** 50000 Health and Life Insurance  
Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Interest Income	11,448	0	-	-	-
Other Revenue	20,909,742	23,006,476	20,841,700	9,590,172	46%
Reserves	-	-	4,500,000	-	-
Other Financing Sources	-	-	1,000,000	-	-
<b>Total Revenue</b>	<b>\$20,921,190</b>	<b>\$23,006,476</b>	<b>\$26,341,700</b>	<b>\$9,590,172</b>	<b>36%</b>

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Salaries and Wages	215,192	227,069	461,901	92,025	20%
Benefits	60,911	133,569	200,280	43,481	22%
Supplies and Other Charges	50,614	53,669	968,719	21,520	2%
Repairs and Maintenance	93	75	100	15	15%
Contractual Services	17,991,568	21,346,651	24,276,500	8,910,901	37%
Professional Services	289,964	379,176	434,200	139,084	32%
<b>Total Expense</b>	<b>\$18,608,343</b>	<b>\$22,140,208</b>	<b>\$26,341,700</b>	<b>\$9,207,026</b>	<b>35%</b>

**Brazos County, Texas**  
**FY 2023-2024 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**

**Fund:** 93000 Regional Mobility Authority

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Interest Income	88	494	-	119	-
Reserves	-	-	13,992	-	-
<b>Total Revenue</b>	<b>\$88</b>	<b>\$494</b>	<b>\$13,992</b>	<b>\$119</b>	<b>1%</b>

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Salaries and Wages	10,755	12,120	-	-	-
Benefits	2,503	2,949	-	-	-
Supplies and Other Charges	1,362	557	0	-	-
Repairs and Maintenance	12	-	0	-	-
Contractual Services	42	25	0	-	-
Professional Services	7,500	7,875	13,992	7,500	54%
<b>Total Expense</b>	<b>\$22,174</b>	<b>\$23,527</b>	<b>\$13,992</b>	<b>\$7,500</b>	<b>54%</b>



**Brazos County, Texas  
FY 2023-2024 Contingency  
Budget to Actuals by Fund**

**Fund: 01000 General Fund - Contingency**

Department	2023-2024 Adopted Budget	2023-2024 Contingency Used	2023-2024 Remaining to Date
Pre-Trial Bond Supervision Contingency - 10003000 *	10,000.00	-	10,000.00
Commissioner's Court Contingency - 11001500	6,000,000.00	(518,068.46)	5,481,931.54
Voter Registration - 13005000 *	3,152.00	-	3,152.00
District Attorney - Child Protective Services Contingency - 19010000 *	1,900.00	-	1,900.00
Vital Statistics/Preservation - 21010000 *	5,000.00	-	5,000.00
County Specialty Court Program Contingency - 22700100 *	20,000.00	-	20,000.00
Road and Bridge Contingency - 56001000 *	1,257,800.00	-	1,257,800.00
<b>Total General Fund Contingency</b>	<b>7,297,852.00</b>	<b>(518,068.46)</b>	<b>6,779,783.54</b>

\* Can only be used for that program or division

**Brazos County, Texas  
FY 2023-2024 Contingency  
Budget to Actuals by Fund**

**Fund: 11000 HOT Fund Fund - Contingency \***

Department	2023-2024 Adopted Budget	2023-2024 Contingency Used	2023-2024 Remaining to Date
HOT Fund Contingency - 11002500	526,974.00	-	526,974.00
<b>Total HOT Fund Contingency</b>	<b>526,974.00</b>	<b>-</b>	<b>526,974.00</b>

\* Can only be used for this fund

**Brazos County, Texas  
FY 2023-2024 Contingency  
Budget to Actuals by Fund**

**Fund: 13000 Unclaimed Property Fund - Contingency \***

Department	2023-2024 Adopted Budget	2023-2024 Contingency Used	2023-2024 Remaining to Date
Contingeny - 12005000	49,200.00	-	49,200.00
<b>Total Unclaimed Property Fund Contingency</b>	<b>49,200.00</b>	<b>-</b>	<b>49,200.00</b>

\* Can only be used for this fund

**Brazos County, Texas  
FY 2023-2024 Contingency  
Budget to Actuals by Fund**

**Fund: 20000 County Clerk Records Management Fund - Contingency \***

Department	2023-2024 Adopted Budget	2023-2024 Contingency Used	2023-2024 Remaining to Date
Contingency - 21005000	1,219,564.00	(124,000.00)	1,095,564.00
<b>Total Count Clerk Records Management Fund Contingency</b>	<b>1,219,564.00</b>	<b>(124,000.00)</b>	<b>1,095,564.00</b>

\* Can only be used for this fund

**Brazos County, Texas  
FY 2023-2024 Contingency  
Budget to Actuals by Fund**

**Fund: 20010 County Clerk Archival Fund - Contingency \***

Department	2023-2024 Adopted Budget	2023-2024 Contingency Used	2023-2024 Remaining to Date
Contingency - 21006000	1,118,000.00	(75,000.00)	1,043,000.00
<b>Total Count Clerk Archival Fund Contingency</b>	<b>1,118,000.00</b>	<b>(75,000.00)</b>	<b>1,043,000.00</b>

\* Can only be used for this fund

**Brazos County, Texas  
FY 2023-2024 Contingency  
Budget to Actuals by Fund**

**Fund: 22000 Courthouse Security Fund - Contingency \***

Department	2023-2024 Adopted Budget	2023-2024 Contingency Used	2023-2024 Remaining to Date
Contingency - 51000100	48,977.00	(6,264.00)	42,713.00
<b>Total Courthouse Security Fund Contingency</b>	<b>48,977.00</b>	<b>(6,264.00)</b>	<b>42,713.00</b>

\* Can only be used for this fund

**Brazos County, Texas  
FY 2023-2024 Contingency  
Budget to Actuals by Fund**

**Fund: 24000 Justice of the Peace Technology Fund - Contingency \***

Department	2023-2024 Adopted Budget	2023-2024 Contingency Used	2023-2024 Remaining to Date
JP Technology Administration - 24005000	22,161.00	-	22,161.00
JP Technology - JP #1 - 24005100	5,000.00	-	5,000.00
JP Technology - JP #2 - 24005200	5,000.00	-	5,000.00
JP Technology - JP #3 - 24005300	5,000.00	-	5,000.00
JP Technology - JP #4 - 24005400	5,000.00	-	5,000.00
<b>Total Justice of the Peace Technology Fund Contingency</b>	<b>42,161.00</b>	<b>-</b>	<b>42,161.00</b>

\* Can only be used for this fund and specific divisions

**Brazos County, Texas  
FY 2023-2024 Contingency  
Budget to Actuals by Fund**

**Fund: 25000 Forfeiture Fund - Contingency \***

Department	2023-2024 Adopted Budget	2023-2024 Contingency Used	2023-2024 Remaining to Date
Sheriff Forfeiture Fund - 2801000	17,502.00	-	17,502.00
<b>Total Forfeiture Fund Contingency</b>	<b>17,502.00</b>	<b>-</b>	<b>17,502.00</b>

\* Can only be used for this fund



**Brazos County, Texas  
FY 2023-2024 Contingency  
Budget to Actuals by Fund**

**Fund: 26000 District Attorney Hot Check Collections Fund - Contingency \***

Department	2023-2024 Adopted Budget	2023-2024 Contingency Used	2023-2024 Remaining to Date
Contingency - 19006000	4,950.00	-	4,950.00
<b>Total District Attorney Hot Check Collections Fund - Contingency</b>	<b>4,950.00</b>	<b>-</b>	<b>4,950.00</b>

\* Can only be used for this fund

**Brazos County, Texas  
FY 2023-2024 Contingency  
Budget to Actuals by Fund**

**Fund: 27000 Bail Bond Board Fund - Contingency \***

Department	2023-2024 Adopted Budget	2023-2024 Contingency Used	2023-2024 Remaining to Date
Contingency - 12006000	96,828.00	-	96,828.00
<b>Total Bail Bond Board Fund - Contingency</b>	<b>96,828.00</b>	<b>-</b>	<b>96,828.00</b>

\* Can only be used for this fund

**Brazos County, Texas  
FY 2023-2024 Contingency  
Budget to Actuals by Fund**

**Fund: 29000 Vehicle Inventory Interest Fund - Contingency \***

Department	2023-2024 Adopted Budget	2023-2024 Contingency Used	2023-2024 Remaining to Date
Contingency - 13006000	277,345.00	-	277,345.00
<b>Total Vehicle Inventory Interest Fund - Contingency</b>	<b>277,345.00</b>	<b>-</b>	<b>277,345.00</b>

\* Can only be used for this fund

**Brazos County, Texas  
FY 2023-2024 Contingency  
Budget to Actuals by Fund**

**Fund: 30000 Grant Fund - Contingency \***

Department	2023-2024 Adopted Budget	2023-2024 Contingency Used	2023-2024 Remaining to Date
Texas Indigent Defense Commission - 272200	22,298.00	-	22,298.00
BV Human Trafficking Task Force Development - 283700	173,744.00	6,830.36	180,574.36
Metropolitan Planning - 424100	15,000.00	-	15,000.00
<b>Total Grant Fund Contingency</b>	<b>211,042.00</b>	<b>6,830.36</b>	<b>217,872.36</b>

\* Can only be used for this fund and specific divisions

**Brazos County, Texas  
FY 2023-2024 Contingency  
Budget to Actuals by Fund**

**Fund: 33000 Sheriff's Office Crime Fund - Contingency \***

Department	2023-2024 Adopted Budget	2023-2024 Contingency Used	2023-2024 Remaining to Date
Contingency - 28050000	15,900.00	-	15,900.00
<b>Total Sheriff's Office Crime Fund Contingency</b>	<b>15,900.00</b>	<b>-</b>	<b>15,900.00</b>

\* Can only be used for this fund

**Brazos County, Texas  
FY 2023-2024 Contingency  
Budget to Actuals by Fund**

**Fund: 34000 District Attorney Crime Fund - Contingency \***

Department	2023-2024 Adopted Budget	2023-2024 Contingency Used	2023-2024 Remaining to Date
Contingency - 19200100	135,289.00	(9,000.00)	126,289.00
<b>Total District Attorney Crime Fund Contingency</b>	<b>135,289.00</b>	<b>(9,000.00)</b>	<b>126,289.00</b>

\* Can only be used for this fund

**Brazos County, Texas  
FY 2023-2024 Contingency  
Budget to Actuals by Fund**

**Fund: 35000 Primary Election Services Fund - Contingency \***

Department	2023-2024 Adopted Budget	2023-2024 Contingency Used	2023-2024 Remaining to Date
Contingency - 21130000	71,900.00	-	71,900.00
<b>Total Primary Election Services Fund Contingency</b>	<b>71,900.00</b>	<b>-</b>	<b>71,900.00</b>

\* Can only be used for this fund

**Brazos County, Texas  
FY 2023-2024 Contingency  
Budget to Actuals by Fund**

**Fund: 43200 2020 Certificates of Obligation - Contingency \***

Department	2023-2024 Adopted Budget	2023-2024 Contingency Used	2023-2024 Remaining to Date
Commissioner's Court Contingency - 11001500	3,038,134.00	(1,430,236.18)	1,607,897.82
<b>Total 43200 2020 Certificates of Obligation Contingency</b>	<b>3,038,134.00</b>	<b>(1,430,236.18)</b>	<b>1,607,897.82</b>

\* Can only be used for this fund



**Brazos County, Texas  
FY 2023-2024 Contingency  
Budget to Actuals by Fund**

**Fund: 45000 General Permanent Improvement Fund - Contingency \***

Department	2023-2024 Adopted Budget	2023-2024 Contingency Used	2023-2024 Remaining to Date
Commissioner's Court Contingency - 63110001	3,988,000.00	(1,493,734.50)	2,494,265.50
<b>Total General Permanent Improvement Fund Contingency</b>	<b>3,988,000.00</b>	<b>(1,493,734.50)</b>	<b>2,494,265.50</b>

\* Can only be used for this fund

**Brazos County, Texas  
FY 2023-2024 Contingency  
Budget to Actuals by Fund**

**Fund: 50000 Health and Life Insurance Fund - Contingency \***

Department	2023-2024 Adopted Budget	2023-2024 Contingency Used	2023-2024 Remaining to Date
Group Insurance - Admiration - 64005000	842,228.00	-	842,228.00
Health and Wellness Clinic - 64005100	3,157.00	-	3,157.00
<b>Total Health and Life Insurance Fund Contingency</b>	<b>845,385.00</b>	<b>-</b>	<b>845,385.00</b>

\* Can only be used for this fund

**Brazos County, Texas  
FY 2023-2024 Contingency  
Budget to Actuals by Fund**

**Fund: 55000 Jail Commissary Fund - Contingency \***

Department	2023-2024 Adopted Budget	2023-2024 Contingency Used	2023-2024 Remaining to Date
Jail Commissary - 28006000	961,453.00	-	961,453.00
<b>Total Jail Commissary Fund Contingency</b>	<b>961,453.00</b>	<b>-</b>	<b>961,453.00</b>

\* Can only be used for this fund

**Brazos County, Texas  
FY 2023-2024 Contingency  
Budget to Actuals by Fund**

**Fund: 58000 County Attorney Operating Fund - Contingency \***

Department	2023-2024 Adopted Budget	2023-2024 Contingency Used	2023-2024 Remaining to Date
Contingency - 18006000	65,000.00	-	65,000.00
<b>Total County Attorney Operating Fund Contingency</b>	<b>65,000.00</b>	<b>-</b>	<b>65,000.00</b>

\* Can only be used for this fund



**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 3/5/2024

ITEM: Acknowledgement of the MUD Escrow Agreement with Brazos County Municipal Utility District No. 1.

TO: Commissioners Court

DATE: 02/23/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

**File Name**

**Description**

**Type**

[MUD\\_Escrow\\_Agreement.pdf](#)

MUD Escrow Agreement

Backup Material

## ESCROW AGREEMENT

This Escrow Agreement is entered into as of the 5th day of January, 2024, by and between BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1, a conservation and reclamation district and a political subdivision of the State of Texas (hereinafter called "District"), and Central Bank (the "Escrow Agent").

The District and Brazos County (the "County") entered into an Interlocal Agreement For the Maintenance of Roads dated December 27th, 2016 (the "Agreement") for the purposes of providing for the ownership, operation and maintenance of roads within the District attached hereto as Exhibit "A"; and

The County agreed to accept all public roads within the District into the County road system and the District agreed to pay for the cost of maintaining such roads; and

The Agreement requires that the District may either keep a maintenance bond in place or maintain a segregated District account from legally available funds referred to in the Agreement as the Road Maintenance Fund to fulfill its obligations under the Agreement; and

To carry out the directives of the Agreement, the Road Maintenance Fund is hereby placed by the District in escrow (the "Escrowed Funds"), and the Escrow Agent is only authorized to release the Escrowed Funds as herein directed; Now, Therefore,

FOR AND IN CONSIDERATION OF THE PREMISES, the District and the Escrow Agent agree as follows:

Section 1: The District will deposit into the Escrowed Funds such amounts as described in the Agreement to be placed into escrow by the Escrow Agent into a segregated account (the "Escrow Account").

Section 2: The Escrowed Funds, including any interest earnings thereon, shall be held by the Escrow Agent in escrow and released as follows:

- a. Upon written request of the District's bookkeeper (currently Municipal Accounts & Consulting, L.P.) authorizing the release of funds, in whole or in part, to any District account for maintenance or repair of roads within the District. The Board of Directors of the District shall give written notification to the Escrow Agent if there is any change in the District's bookkeeper;

- b. Upon presentation by the County's auditor of a construction contract, pay estimate or work proposal for maintenance or repair of roads within the District; or
- c. Upon presentation of a District resolution with acknowledgement by the County auditor that funds in the Road Maintenance Fund are no longer required to be escrowed and may be released to the District for any public purpose.

Section 3: The Escrowed Funds shall be held by the Escrow Agent in investments authorized and secured in accordance with the District's investment policy and state law.

Section 4. The Escrow Agent will keep complete and correct books of records and accounts relating to the receipts, disbursements, allocations and application of the money deposited to the Escrow Account, and investments of the Escrow Account and all proceeds thereof. The records shall be available for inspection at reasonable hours and under reasonable conditions by the District and the County.

Section 5. This Agreement shall be governed exclusively by the applicable laws of the State of Texas. Venue for disputes shall be in Brazos County, Texas.

Section 6. No modification or amendment of this Agreement shall be valid unless the same is in writing and is signed by the District and County and consented to by the Escrow Agent.

Section 7. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

Section 8. The Escrow Agent shall be entitled to compensation for its services as stated in the fee schedule agreed to by the Escrow Agent and the District from time to time, which compensation shall be paid by the District but may not be paid directly from the Escrow Account.

Section 9. The Escrow Agent shall be authorized to accept and rely upon the certifications and documents furnished to the Escrow Agent by the District or the County and shall not be liable for the payment of any funds made in reliance in good faith upon such certifications or other documents or approvals, as herein recited.

Section 10. This Escrow Agreement shall expire upon final transfer of the funds in the Escrow Account to the District or upon annexation of the District by the City of College Station.

[EXECUTION PAGES FOLLOW]




IN WITNESS WHEREOF the parties have executed this Escrow Agreement as of the date and year first written in this Escrow Agreement.

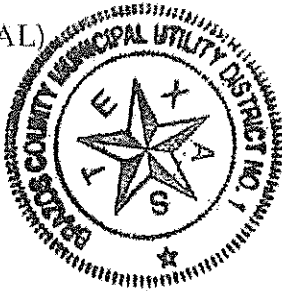
BRAZOS COUNTY MUNICIPAL  
UTILITY DISTRICT NO. 1

  
\_\_\_\_\_  
President, Board of Directors

ATTEST:

  
\_\_\_\_\_  
Secretary, Board of Directors

(SEAL)



CENTRAL BANK

By: Susan Clark

Name: Susan Clark

Title: VP

ATTEST:

By: Melissa Seaman

Name: Melissa Seaman

Title: PF Officer

**EXHIBIT A**

**INTERLOCAL AGREEMENT FOR THE MAINTENANCE OF ROADS**

**INTERLOCAL AND FUNDING AGREEMENT FOR THE MAINTENANCE OF  
ROADS**

THE STATE OF TEXAS       §  
                                      §  
COUNTY OF BRAZOS       §

THIS INTERLOCAL AND FUNDING AGREEMENT FOR THE MAINTENANCE OF ROADS (the "Agreement") is made and entered into by and among BRAZOS COUNTY, a political subdivision of the State of Texas (the "County"), BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1, a political subdivision of the State of Texas operating as a municipal utility district (the "District"), and Southern Pointe LLC, a Texas limited liability company (the "Developer"). The County, the District and the Developer may hereinafter collectively be referred to as the parties.

RECITALS

WHEREAS, the District lies within Brazos County, Texas;

WHEREAS, the Developer is developing land within the District;

WHEREAS, the District will be a mixed use community, primarily residential, in the unincorporated area of the County, with roads constructed to the standards of the City of College Station;

WHEREAS, the County owns or will own all public roads within the boundaries of the District (the "Roads");

WHEREAS, in consideration of the County's acceptance of all public roads within the District for ownership, operation, and maintenance, the County, Developer and the District desire to enter into an interlocal and funding agreement providing for the care and maintenance by the District and/or the Developer of the County's roads lying within the District's boundaries.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing premises and mutual covenants and agreements expressed herein, the parties hereby agree as follows:

ARTICLE ONE

OWNERSHIP AND MAINTENANCE OF THE ROADS

1.1 Construction, Ownership and Control. The District and/or the Developer shall construct or improve new or existing roads to serve the District pursuant to a traffic impact analysis prepared by a qualified engineer, and in proportion to such traffic

generated by the District, as required by agreements with the City of College Station (the "City"). The District and/or Developer will work with the County so that roads adjacent to and servicing the District are improved to accommodate development generated by the District in accordance with then current traffic impact analysis. The Developer agrees to enter into any road development agreements with the County as might be necessary to accomplish the improvement of said roads adjacent to and servicing the District in accordance with such traffic impact analysis. The District and/or Developer shall construct such Roads to standards required by agreements with the City. Subject to such standards, the County accepts or will accept the Roads covered by this Agreement into the County's system of roads. The County will accept the Roads after submission by the District engineer of a certificate of completion of construction of the Road which will include an affidavit of all bills paid, assignment of all warranties, and a contractor's performance and maintenance bond. After acceptance, the Roads will be public roads, and the general public will have the same access as other County roadways.

1.2 Maintenance. The Parties agree that the Developer and/or District shall perform all maintenance (the "Maintenance") on the Roads at least to a standard of similar types of roads in the City. The District and/or Developer will follow all standard District procedures and state law, including competitive bidding requirements, if any, in performing all necessary repairs and maintenance on the Roads.

1.3 Payment of Maintenance Costs. The Developer and/or District will be responsible for all costs of Maintenance of the Roads and pay such Maintenance costs either through advances by the Developer or through other legally available revenues. The Developer and/or District agrees to include in the construction contract of any Road a maintenance bond from a surety that is licensed to do business in Texas, meets all applicable regulatory criteria and in which the surety guarantees the contractual Road maintenance obligations of the Developer and/or District to the County as compensation if the District and/or Developer does not fulfill its obligations. The Developer and/or District agrees to keep in place a maintenance bond in a commercially reasonable amount or some other form of guarantee generally accepted by the County until the earlier of such time as (1) said Road or portion of the Road has been annexed into the City of College Station or (2) the District maintains a segregated District account from legally available funds (including bond proceeds) for road maintenance of said Roads (the "Road Maintenance Fund") in an amount that is generally accepted and reasonable for similar types of roads in the Brazos County area for annual maintenance costs of the Roads. If the District elects to create a Road Maintenance Fund in lieu of a maintenance bond pursuant to this Section 1.3, the District will enter into an escrow agreement substantially in the form attached hereto as Exhibit "A". The terms of the escrow agreement will provide that the County may access the Road Maintenance Fund in the event that the District

does not perform Maintenance on the Roads pursuant to this Agreement and only after the County has given the District notice and opportunity to cure pursuant to Section 2.6 below. The District agrees to provide the County auditor an accounting of the Road Maintenance Fund on an annual basis or any time upon request.

## ARTICLE TWO GENERAL PROVISIONS

- 2.1. Cooperation. The parties agree with each other in good faith at all times to effectuate the purposes and intent of this Agreement.
- 2.2. Other Instruments, Actions. The parties hereto agree that they will take such other and further actions and execute such other and further consents, authorizations, instruments or documents as are necessary or incidental to effectuate the purposes of this Agreement.
- 2.3. Payment from Current Revenues. A governmental entity required to make payment hereunder shall provide for payment of same from current revenues or other funds of said party lawfully available for this purpose.
- 2.4. Term; Annexation. This Agreement shall remain in effect for so long as the District remains in existence and shall terminate at such time as the City of College Station, Texas, annexes the District.
- 2.5. Notice. Any notice required or permitted to be delivered under this Agreement shall be deemed received on the earlier of (i) actual receipt by mail, Federal Express or other overnight delivery service, telecopy, or hand delivery, or (ii) three business days after being sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to the County or the District.

Addresses for notice shall be as follows:

County: Brazos County  
300 E. 26th Street, Suite 325  
Bryan, Texas 77803  
Attn: County Judge  
With copy to: County Attorney

District: Brazos County Municipal Utility District No. 1  
c/o Allen-Boone-Humphries Robinson LLP  
3200 Southwest Freeway, Suite 2600  
Houston, TX 77027  
Attn: Steve Robinson

District's Bookkeeper: F. Matuska Inc.  
4600 Highway 6 North, Suite 315  
Houston, TX 77084  
Attn: Rose Montalbano

Developer: Southern Pointe, LLC.,  
17777 Texas Highway 6 South  
College Station, TX 77845  
Attn: William R. Mather

- 2.6. Remedies; Notice of Default. Default by a party shall occur if the party fails to perform or observe any of the terms and conditions of this Agreement required to be performed or observed by that party. The party alleging the default will give the other party written notice of the default. If the party in default fails to cure the default within sixty (60) business days of the date of the notice (and an additional reasonable time after such receipt if (A) such failure cannot be cured within such sixty (60) business day period, and (B) the party in default commences curing such failure within such sixty (60) business day period and thereafter diligently pursues the curing of such failures), the party giving the notice may pursue any remedies permitted by law including filing suit in a court of competent jurisdiction in Brazos County, Texas, and seeking specific performance of the terms of the Agreement. In addition to any other remedies permitted by law, in the event of a failure of the District or Developer to perform Maintenance of the Roads as required by this Agreement, and after the requisite notice and opportunity to cure, the County may present a demand for funds for Road Maintenance to the Escrow Agent pursuant to the terms of the Escrow Agreement, the form of which is attached hereto as "Exhibit A".
- 2.7. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes all prior and contemporaneous understandings or representations, whether oral or written, respecting the subject matter hereof.
- 2.8. Amendments. Any amendment to the Agreement must be writing and signed by the authorized representatives of all parties.
- 2.9. Interpretation and Authority. The parties acknowledge that this Agreement is entered into pursuant to the authority of Texas law, including, without limitation, the authority conferred in V.T.C.A. Govt Code, Chapter 791, et. seq., V.T.C.A. Water Code, Section 49.213. In the event of any conflict between the provisions of this Agreement and the provisions of any other agreement entered into by and between the parties, the provisions of this Agreement shall prevail with respect to the subject matter hereof. Except as set forth above, this Agreement shall not be construed so as to modify,

supplement or otherwise alter the provisions of any other agreement entered into by and between the County, the Developer and the District.

- 2.10. Assignment. No party may assign its rights and obligations under the Agreement either in whole or in part without written consent by all parties.
- 2.11. No Third Party Beneficiaries. Except as expressly provided above, nothing herein shall be construed to confer upon any person other than the parties hereto any rights, benefits or remedies under or by reason of this Agreement.
- 2.12. No Joint Venture, Partnership, Agency. This Agreement shall not be construed in any form or manner to establish a partnership, joint venture or agency, express or implied, or any employer-employee or borrowed servant relationship by and among the parties hereto.
- 2.13. Responsibilities for Manner and Means of Performance. The District is performing all its duties to this Agreement as an independent contractor. The District shall have the exclusive authority and responsibility for determining the manner and means of performance under this Agreement and for selecting and supervising the persons who perform the work. The County shall only have the authority to approve or reject the outcome of the District's efforts. Accordingly, the County shall not have any liability for intentional or negligent torts committed by the District or its agents in connection with the work contemplated by this Agreement.
- 2.14. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- 2.15. Venue. Venue for any suit arising under this Agreement shall be Brazos County, Texas.
- 2.16. Duplicate Originals. This Agreement may be executed in one or more duplicate originals, each of equal dignity.
- 2.17. Effective Date. This Agreement shall be effective on the later of the dates this Agreement is executed by the authorized representative of both parties.
- 2.18. Warranty. By execution of this Agreement, the County, the Developer and the District warrant that the duties accorded herein are within their respective powers and authority.

[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK]



EXECUTED as of this 27<sup>th</sup> day of December, 2016, by the COUNTY.

COUNTY OF BRAZOS

By: [Signature]  
Name: Duane Peters  
Title: County Judge

ATTEST:

By: [Signature]  
Name: Karen McQueen  
Title: County Clerk

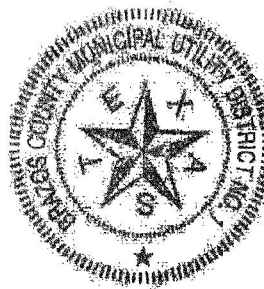
EXECUTED as of this \_\_\_\_ day of \_\_\_\_\_, 2016, by the DISTRICT.

BRAZOS COUNTY MUNICIPAL UTILITY  
DISTRICT NO. 1

By: [Signature]  
Name: Glen Davis  
Title: Asst Sec

ATTEST:

By: [Signature]  
Name: Charles Morrison  
Title: Vice President



EXECUTED as of this 23 day of December, 2016, by the DEVELOPER.

Southern Pointe, LLC

By: Grid, Inc., It's Sole Member

By:

Name:

Title:

W. R. Mathis  
William R. Mathis  
President

**EXHIBIT A**  
**FORM OF ESCROW AGREEMENT**

This Escrow Agreement is entered into as of \_\_\_\_ of \_\_\_\_, 20\_\_\_\_, by and between BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NUMBER 1, a conservation and reclamation district and a political subdivision of the State of Texas (hereinafter called "District"), and \_\_\_\_\_ (the "Escrow Agent").

The District and Brazos County (the "County") entered into an Interlocal Agreement For the Maintenance of Roads dated December \_\_\_\_, 2016 (the "Agreement") for the purposes of providing for the ownership, operation and maintenance of roads within the District; and

The County agreed to accept all public roads within the District into the County road system and the District agreed to pay for the cost of maintaining such roads; and

The Agreement requires that the District may either keep a maintenance bond in place or maintain a segregated District account from legally available funds referred to in the Agreement as the Road Maintenance Fund to fulfill its obligations under the Agreement; and

To carry out the directives of the Agreement, the Road Maintenance Fund is hereby placed by the District in escrow (the "Escrowed Funds"), and the Escrow Agent is only authorized to release the Escrowed Funds as herein directed; Now, Therefore,

FOR AND IN CONSIDERATION OF THE PREMISES, the District and the Escrow Agent agree as follows:

Section 1: The District will deposit into the Escrowed Funds such amounts as described in the Agreement to be placed into escrow by the Escrow Agent into a segregated account (the "Escrow Account").

Section 2: The Escrowed Funds, excluding any interest earnings thereon, shall be held by the Escrow Agent in escrow and released as follows:

- (1) Upon presentation by the District's bookkeeper of a construction contract, pay estimate or work proposal for maintenance or repair of roads within the District; or

- (2) Upon presentation by the County's auditor of a construction contract, pay estimate or work proposal for maintenance or repair of roads within the District; or
- (3) Upon presentation of a District resolution with acknowledgement by the County auditor that funds in the Road Maintenance Fund are no longer required to be escrowed and may be released to the District for any public purpose.

Section 3: The Escrowed Funds shall be held by the Escrow Agent in investments authorized and secured in accordance with the District's investment policy and state law.

Section 4: The Escrow Agent will keep complete and correct books of records and accounts relating to the receipts, disbursements, allocations and application of the money deposited to the Escrow Account, and investments of the Escrow Account and all proceeds thereof. The records shall be available for inspection at reasonable hours and under reasonable conditions by the District and the County.

Section 5: This Agreement shall be governed exclusively by the applicable laws of the State of Texas. Venue for disputes shall be in Brazos County, Texas.

Section 6: No modification or amendment of this Agreement shall be valid unless the same is in writing and is signed by the District and County and consented to by the Escrow Agent.

Section 7: If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

Section 8: The Escrow Agent shall be entitled to compensation for its services as stated in the fee schedule agreed to by the Escrow Agent and the District from time to time, which compensation shall be paid by the District but may not be paid directly from the Escrow Account.

Section 9: The Escrow Agent shall be authorized to accept and rely upon the certifications and documents furnished to the Escrow Agent by the District or the County and shall not be liable for the payment of any funds made in reliance in good faith upon such certifications or other documents or approvals, as herein recited.

Section 10. This Escrow Agreement shall expire upon final transfer of the funds in the Escrow Account to the District or upon annexation of the District by the City of College Station.

IN WITNESS WHEREOF the parties have executed this Escrow Agreement as of the date and year first written in this Escrow Agreement.

BRAZOS COUNTY MUNICIPAL  
UTILITY DISTRICT NUMBER 1

\_\_\_\_\_  
President, Board of Directors

ATTEST:

\_\_\_\_\_  
Secretary, Board of Directors

(SEAL)

ESCROW AGENT

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_