



MINUTES

OCTOBER 22, 2024

BRAZOS COUNTY COMMISSIONERS COURT

REGULAR MEETING

A regular meeting of the Commissioners' Court of Brazos County, Texas was held in the Brazos County Commissioners Courtroom in the Administration Building, 200 South Texas Avenue, in Bryan, Brazos County, Texas, beginning at 10:00 a.m. on Tuesday, October 22, 2024 with the following members of the Court present:

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

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

1. Invocation and Pledge of Allegiance
 - U.S. and Texas Flag - Commissioner Berry

2. Call for Citizen input and/or concerns

Cathie Viens expressed concerns regarding the Court's perception of citizen involvement in Commissioners Court meetings. She would like to see a positive relationship between the citizens and the Court. She encouraged the Court to get out in the community through volunteering and meeting their constituents.

Mark Holtzapple referenced ongoing concerns about the election process. A copy of Mr. Holtzapple's comments were submitted for the minutes and are attached hereto.

Cynde Wiley spoke about the rights, responsibility and importance of the citizens being involved in their government. A copy of Ms. Wiley's comments were submitted for the

minutes and are attached hereto.

Consider and take action on agenda items: 3 - 18

3. Approval of Extension of the Declaration of Disaster.

The Court voted unanimously to extend the Declaration of Disaster issued by the County Judge on October 17, 2024.

Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Wanda J. Watson. Passed. 3-0. Ayes: Berry, Konderla, Watson.
Absent: Aldrich, Peters.

4. Request authorization to wire transfer up to \$233,607.38 to HHSC for the Federal Fiscal Year (FFY 2023) Graduate Medical Education Program (GME) Retroactive Payment for the benefit of participating hospitals using funding from the Brazos County Local Provider Participation Fund.

Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Wanda J. Watson. Passed. 3-0. Ayes: Berry, Konderla, Watson.
Absent: Aldrich, Peters.

5. Approval requested from Specialty Court for payment of \$3,190.00 to Recovery Healthcare Corp for the use of GPS curfew monitors for the month of September FY 24. A Purchase Order was not obtained in advance.

Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Wanda J. Watson. Passed. 3-0. Ayes: Berry, Konderla, Watson.
Absent: Aldrich, Peters.

6. Approval requested from the Sheriff's Office to participate with the cities of Bryan and College Station in the 2024 Byrne Justice Assistance Grant (JAG) Program Award.

A copy is attached.

Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Wanda J. Watson. Passed. 3-0. Ayes: Berry, Konderla, Watson.
Absent: Aldrich, Peters.

7. Approval of the Brazos County Purchasing Department Uniform Policy.

A copy of the policy is attached.

Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Wanda J. Watson. Passed. 3-0. Ayes: Berry, Konderla, Watson.
Absent: Aldrich, Peters.

8. Approval of variance to the Brazos County Comp Time policy to allow Elections Administration staff to be paid overtime.

A copy of the variance is attached.

Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Wanda J. Watson. Passed. 3-0. Ayes: Berry, Konderla, Watson. Absent: Aldrich, Peters.

9. Approval of the following Job Description:
 - a. Road and Bridge - B2608 - Project Coordinator

A copy of the job description is attached.

Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Wanda J. Watson. Passed. 3-0. Ayes: Berry, Konderla, Watson. Absent: Aldrich, Peters.

10. Approval of Diners Club credit card to be issued to County Commissioners Court employee Aubrey Leggett with a limit of \$2,000.00 for various conferences and reservations.

Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Wanda J. Watson. Passed. 3-0. Ayes: Berry, Konderla, Watson. Absent: Aldrich, Peters.

11. Approval of FY 2025 Community Support Contract with the Salvation Army.

A copy of the contract is attached.

Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Wanda J. Watson. Passed. 3-0. Ayes: Berry, Konderla, Watson. Absent: Aldrich, Peters.

12. Approval of Deductive Change Order #1 to CIP #24-513 Exterior Access Stairs with JaCody Construction for unused contingency in the amount of \$12,615.00, decreasing the project amount to \$439,065.00.

A copy of the change order is attached.

Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Wanda J. Watson. Passed. 3-0. Ayes: Berry, Konderla, Watson. Absent: Aldrich, Peters.

13. Approval of Contract #25-077 for Mal-Practice Insurance for the Employee Health Clinic with Evanston Insurance Company, via Alliant Insurance Services, Inc.

A copy of the contract is attached.

Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Wanda J. Watson. Passed. 3-0. Ayes: Berry, Konderla, Watson. Absent: Aldrich, Peters.

14. Consider and take action on the Wildfire Energy utility permit to lay a temporary 12-inch polyurethane water line within the right-of-ways of Macey Road for 0.64 miles and Edge School House Road for 0.36 miles to supply water for oilfield activities. Sites are located in Precinct 2.

Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Wanda J. Watson. Passed. 3-0. Ayes: Berry, Konderla, Watson. Absent: Aldrich, Peters.

15. Approval of the Final Plat of Aggieldand Business Park Phase 3D, Block 6, Lot 27R Being a Replat of Aggieldand Business Park Phase 3D, Block 6, Lots 27 and 28; 7.615 Acres; J.H. Jones Survey, A-26, City of College Station ETJ, Brazos County, Texas. Site is located in Precinct 4.

Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Wanda J. Watson. Passed. 3-0. Ayes: Berry, Konderla, Watson. Absent: Aldrich, Peters.

16. Budget Amendments.

- a. FY 23/24 Budget Amendments 53.01 - 53.02
- b. FY 24/25 Budget Amendments 4.01 - 4.03

Commissioner Berry stated that the Court would table budget amendment 4.01 until a later date. On motion by Commissioner Konderla and second by Commissioner Watson, the Court voted unanimously to approve the budget amendments with the exception of 4.01 that was tabled.

FY 23/24

53.01 Transfer Capital Funds to Health District, Juvenile Services and Brazos Center.
53.02 Transfer Capital to Juvenile Services.

FY 24/25

4.01 Transfer funds from Information Technology to County Clerk. (Tabled)
4.02 Reallocate funds for Voter Registration.
4.03 Transfer funds from Information Technology - Non Capital to District Clark - Non Capital.

Motion: Approve w/ Conditions, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Wanda J. Watson. Passed. 3-0. Ayes: Berry, Konderla, Watson. Absent: Aldrich, Peters.

17. Personnel Change of Status.

- Approval of Personnel Change of Status.

A copy of the Personnel Change of Status is attached.

Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Wanda J. Watson. Passed. 3-0. Ayes: Berry, Konderla, Watson. Absent: Aldrich, Peters.

18. Payment of Claims.

Approval of Payment of Claims

- a. 8205822 - 8205938
- b. 9202593 - 9202658

Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Wanda J. Watson. Passed. 3-0. Ayes: Berry, Konderla, Watson. Absent: Aldrich, Peters.

Motion: Approve, Moved by , Seconded by . Passed. 3-0. Ayes: Berry, Konderla, Watson. Absent: Aldrich, Peters.

19. Acknowledgement of the 2024-2025 Budget to Actuals by Fund as of October 16, 2024.

Acknowledgement of the 2024-2025 Contingency Budget to Actuals by Fund as of October 16, 2024.

The Court acknowledged receipt of the 2024-2025 Budget to Actuals by Fund and Contingency Fund Budget to Actuals as of October 16, 2024.

20. Juvenile director's report on detention population.

Juvenile Director Linda Ricketson reported there are 27 juveniles in the detention center, 18 are male, 9 are female, and 32 have electronic monitors.

21. Sheriff's report on inmate population.

Sheriff Wayne Dicky reported there were 758 inmates in jail, 638 inmates are male, 120 are female, and 36 have electronic monitors.

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

Commissioner Berry reminded the community about the Brazos County Job Fair on October 28th, 3:30 p.m. - 6:30 p.m. at the Brazos Center.

Commissioner Watson expressed her excitement and gratitude concerning the Brazos Valley Fair and Rodeo. She shared that it was well attended and a great experience. She then commended the staff and volunteers that worked to make it a success.

The Court announced that early voting opened this week and encouraged the community to get out and vote. Commissioner Berry listed the following early voting locations:

- Brazos County Elections Administrator Office
- Arena Hall
- Galilee Baptist Church
- College Station Utilities Meeting & Training Facility
- Memorial Student Center (MSC)

General Counsel Bruce Erratt explained the discrepancy in numbers of registered voters between lists received in previous weeks versus what is showing on the poll pads. Mr. Erratt stated that the change in numbers is due to people continuously moving in and out of Brazos County. Additionally, he announced that there will be another adjustment to come once the Secretary of State sends their updates.

23. Adjourn.



The foregoing minutes of the Commissioners Court Meeting held October 22, 2024, have been examined and are approved in open Court this 5th day of November 2024, in Bryan, Brazos County, Texas.

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

Duane Peters
County Judge

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

Steve Aldrich
Commissioner, Precinct 1

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

Chuck Konderla
Commissioner, Precinct 2

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

Nancy Berry
Commissioner, Precinct 3

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

Wanda J. Watson
Commissioner, Precinct 4

Attest:

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

A handwritten signature in black ink, appearing to read "Julie Peterson Brown", written over a horizontal line.
By: Julie Peterson Brown
Chief Deputy



FILED

2024 OCT 18 P 1:56

WARREN WOODS COUNTY CLERK
BRAZOS COUNTY, BRYAN, TEXAS
BY: *Warren Woods* DEPUTY

**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 OCTOBER 22, 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 ON THE BRAZOS
COUNTY COMMISSIONERS COURT YOUTUBE CHANNEL AT:
[HTTPS://WWW.YOUTUBE.COM/@BRAZOSCOUNTY3227](https://www.youtube.com/@BRAZOSCOUNTY3227).**

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

Consider and take action on agenda items: 3 - 18

3. Approval of Extension of the Declaration of Disaster.
4. Request authorization to wire transfer up to \$233,607.38 to HHSC for the Federal Fiscal Year (FFY 2023) Graduate Medical Education Program (GME) Retroactive Payment for the benefit of participating hospitals using funding from the Brazos County Local Provider Participation Fund.
5. Approval requested from Specialty Court for payment of \$3,190.00 to Recovery Healthcare Corp for the use of GPS curfew monitors for the month of September FY 24. A Purchase Order was not obtained in advance.
6. Approval requested from the Sheriff's Office to participate with the cities of Bryan and College Station in the 2024 Byrne Justice Assistance Grant (JAG) Program Award.
7. Approval of the Brazos County Purchasing Department Uniform Policy.
8. Approval of variance to the Brazos County Comp Time policy to allow Elections Administration staff to be paid overtime.

9. Approval of the following Job Description:
 - a. Road and Bridge - B2608 - Project Coordinator
10. Approval of Diners Club credit card to be issued to County Commissioners Court employee Aubrey Leggett with a limit of \$2,000.00 for various conferences and reservations.
11. Approval of FY 2025 Community Support Contract with the Salvation Army.
12. Approval of Deductive Change Order #1 to CIP #24-513 Exterior Access Stairs with JaCody Construction for unused contingency in the amount of \$12,615.00, decreasing the project amount to \$439,065.00.
13. Approval of Contract #25-077 for Mal-Practice Insurance for the Employee Health Clinic with Evanston Insurance Company, via Alliant Insurance Services, Inc.
14. Consider and take action on the Wildfire Energy utility permit to lay a temporary 12-inch polyurethane water line within the right-of-ways of Macey Road for 0.64 miles and Edge School House Road for 0.36 miles to supply water for oilfield activities. Sites are located in Precinct 2.
15. Approval of the Final Plat of Aggieldand Business Park Phase 3D, Block 6, Lot 27R Being a Replat of Aggieldand Business Park Phase 3D, Block 6, Lots 27 and 28; 7.615 Acres; J.H. Jones Survey, A-26, City of College Station ETJ, Brazos County, Texas. Site is located in Precinct 4.
16. Budget Amendments.
 - a. FY 23/24 Budget Amendments 53.01 - 53.02
 - b. FY 24/25 Budget Amendments 4.01 - 4.03
17. Personnel Change of Status.
 - Approval of Personnel Change of Status.
18. Payment of Claims.
Approval of Payment of Claims
 - a. 8205822 - 8205938
 - b. 9202593 - 9202658
19. Acknowledgement of the 2024-2025 Budget to Actuals by Fund as of October 16, 2024.
Acknowledgement of the 2024-2025 Contingency Budget to Actuals by Fund as of October 16, 2024.
20. Juvenile director's report on detention population.
21. Sheriff's report on inmate population.
22. Announcement of interest items and possible future agenda topics.
23. 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 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

22 DAY OF Oct, 2024
10:00 AM PM, Regular Meetings

Name (PLEASE PRINT)	Organization (PLEASE PRINT)
Cheryl Coffman	Com Court
Aubrey Leggett	Com Court
Sharyl Lawe	Com Court
Ashlie Peters-Bowman	Co. Clerk's Off
Victoria Linn M'Coj	Co. Clerks
BERRATI	Co. Judge
Marsha Anderson	Comm Court
Cathie Viens	Taxpayer
Cyndy Wiley	self
MIKE STREET	Self
MARK HOLTZAPPLE	SELF
Paul Martinez	SO
Wayne Dickey	SO
Katie Connor	Auditor
Asa Jillev	As Life D.A.R.

BRAZOS COUNTY COMMISSIONER'S COURT

22 DAY OF Oct, 2024
10:00 AM/PM, Regular Meeting

Name

(PLEASE PRINT)

Marcum
Jason Ware
Allison Widdland
LINA RICKETSON
Spencer Mays
Ed Bull
Nina Payne
Bob Lanke
TREVOR LANSDOWN
Kevin Joyner
WM. Charles Wendt
Kathryn Battles
Josue Loyola
ERIC CALDWELL

Organization

(PLEASE PRINT)

Walter
EM
Co. Judge
Juvenile
Budget
Co. Judge
Budget
Project Management
Project Mgmt.
IT
Purchasing
↓
BCIT

BRAZOS COUNTY COMMISSIONER'S COURT

22 DAY OF Oct, 2024
10:00 AM/PM, Regular Session

Name

(PLEASE PRINT)

SARINA BROWN

TJ Sather

Ben Holmes

Jennifer Salazar

Ann Bowey

Cristian Villarreal

Billy Melzow

Prasthana Banaji

Leslie Contreras

Karen Simpson

William Oliver

Organization

(PLEASE PRINT)

Heart of Texas Goodwill

BVA

Vet Serv.

HR

NNAAP

Treas

IT

R&B

Risk

Self

Self

Summary Report

**Meeting between Citizens and
Brazos County Election Officials**

October 21, 2024

Background

On October 17, 2024, a one-hour meeting was held with concerned citizens and Brazos County election officials. The following people attended:

Citizens	Brazos County Election Officials
Cathie Viens	Duane Peters
Cynde Wiley	Bruce Erratt
Walter Daugherity	Trudy Hancock
Mark Holtzapple	Krystal Ocon
	Eric Caldwell
	Kevin Joyner
	Billy Melzow

Premise

The governments of Texas and the United States are designed to represent the interests of the citizens, as evidenced by the following foundational principles:

All political power is inherent in the people, and all free governments are founded on their authority, and instituted for their benefit.

Texas Constitution

...the fundamental philosophy of the American constitutional form of representative government adheres to the principle that government is the servant and not the master of the people...

Texas Government Code 552.001(a)

Congress shall make no law respecting an establishment of religion or prohibiting the free exercise thereof; or abridging the freedom of speech, or of the press; or the right of the people peaceably to assemble, and to petition the Government for a redress of grievances.

First Amendment, U.S. Constitution

Voting is the mechanism by which elected officials are held accountable to the citizens.

One of the most important rights of American citizens is the franchise—the right to vote.

Whitehouse [1]

A properly functioning republican form of government must adhere to the following foundational principles:

- Elections must be free, fair, and secure
- The citizens must believe that elections are free, fair, and secure

The 2020 election had numerous “anomalies” that have caused a significant fraction of U.S. citizens to distrust the election process [2]. Furthermore, recently the FBI has issued the following warning:

Our foreign adversaries have tried...and are continuing to try...to interfere in our elections.

FBI Director Christopher Wray [3]

Recommendations

In the spirit of helping our election officials secure our elections, the team of citizens offers the following recommendations:

Recommendation 1 – To maintain up-to-date voter rolls, embrace citizen engagement and collaboration with our registrar in the following ways:

1. A voter desiring to challenge must file a sworn statement with registrar.
2. The registrar shall immediately acknowledge receipt of the written list.
3. The registrar shall investigate the challenge raised regarding the voter roll.
4. The registrar shall take corrective actions to update the voter roll.
5. The registrar shall report back to the voter what actions were taken.

Appendix A provides details about recent issues identified by citizens, including: (1) ballots with incomplete markings, (2) duplicate voters on voter rolls, (3) voters who had moved from the county and still were on the voter rolls, and (4) dead voters on voter rolls.

Recommendation 2 – As required by law, Brazos County must prepare a written emergency plan for voting.

The recent devastation caused by Hurricane Helene demonstrates the need to have an emergency plan for voting. Appendix B provides more information.

Recommendation 3 – Hire an independent CPA to investigate the following “anomalies” in the 2020 Brazos County election:

- Incorrect dates
- There was an undervote of 2,567 for president, which is suspiciously high
- In some cases, the cast vote record does not explicitly list the undervote; rather, it simply does not appear.
- There was inconsistent reporting of the undervote for president.

More details may be found in Appendix C.

Recommendation 4 – Install security patches in election computers.

Appendix D provides recommendations provided by Dr. Walter Daugherty, an expert in computers and election security. Appendix E provides the response to Dr. Daugherty’s suggestions by the IT staff of Brazos County.

Brazos County relies heavily on an “air gap” to protect the voting computers from cyberattack. Although this is helpful, it does not fully protect the computer system. Hart InterCivic supplies Brazos County election computers. Vice president Peter Lichtenheld has made the following statements about their equipment:

“And I’ll fully admit ... anybody who says something is not hackable is a fool...” [4]

In response to a question about whether Hart equipment contains components from foreign suppliers, Peter Lichtenheld responded as follows:

“Oh yeah, we do. Yeah...it’s a worldwide...I mean...I mean...unfortunately, you can’t make the stuff in the United States. When we can, we will. We want to. But it’s not here yet.” [5]

Computers contain “backdoors,” both legitimate and surreptitious. Famously, Bloomberg reported that Chinese hacked into computers owned by top U.S. companies by embedding a tiny communications chip into their hardware (Figure 1). It is entirely possible that election computers contain chips that enable wireless communications even though there is an air gap.

Recommendation 5 – To provide more protection that prevents network connections to the Verity Central and Verity Count computers, fill the RJ45 network jack and the DB-9 serial port connector on each machine with epoxy and cover with tamper-evident seals.

Recommendation 6 – When transporting election ballots, two or more people must be involved.

This recommendation addresses Question 1b, Appendix F.

Recommendation 7 – Place security seals on the ballot box hinges.

The hinge on the ballot box can be easily removed by unscrewing a knob and pulling a pin (Figures 2 and 3). Even though the ballot boxes are locked, the contents can be easily accessed by removing the hinge.

Because the ballot boxes are collapsible, there are numerous hinges. Removing any of these hinges provides access to the ballot box even when the door is locked; therefore, all hinges should have security seals.

Recommendation 8 – After voting occurs, sequentially order the numbered ballots.

At a given polling location, the ballots are sequentially numbered. After the voting occurs, to ensure that all ballots are accounted for, they should be put into sequential order. The total number of ballots voted should be compared with the electronic record to ensure accuracy.

This recommendation addresses Question 3f, Appendix F.

Recommendation 9 – Hand-count all federal elections (president, senate, house)

Foreign adversaries are most concerned about federal leadership, so these races are the most vulnerable to hacking. To protect against this threat, 100% of federal elections races should be hand-tabulated to verify winners and losers, as is done in the following countries: Canada, Germany, France, Italy, Netherlands, Argentina.

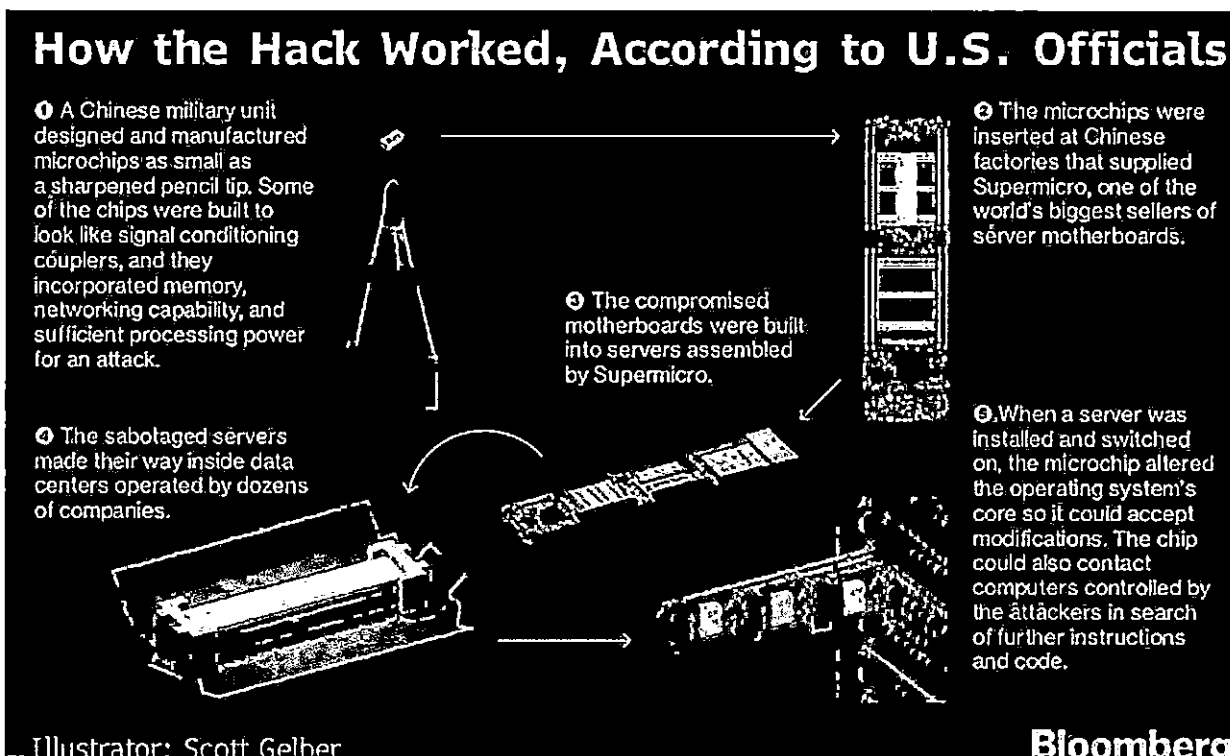
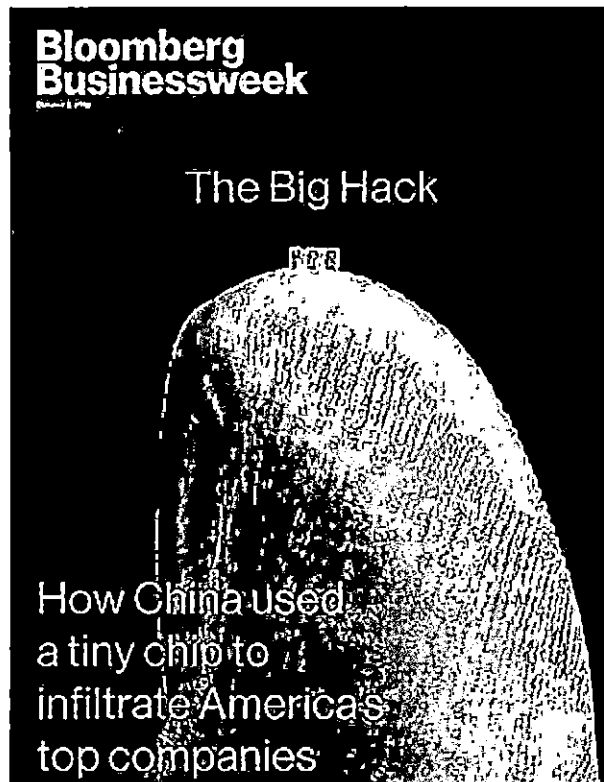
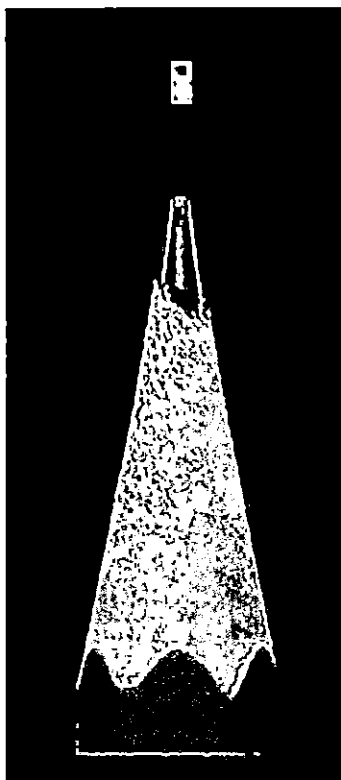


Figure 1. Chinese chip embedded into motherboard that allowed hacking of top U.S. companies.

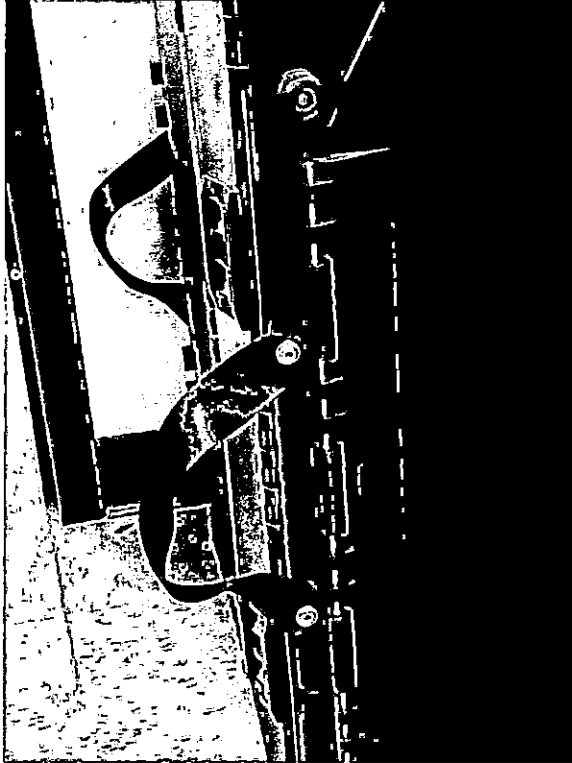


Figure 2. Exposed hinge and bumper.

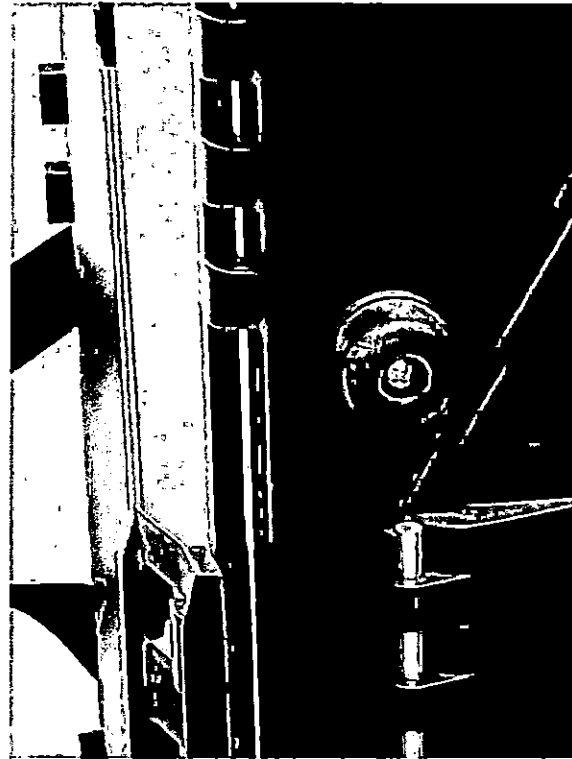


Figure 3. Close up of exposed hinge and bumper. Notice that a screwdriver can easily remove the bumper, which then allows the hinge pin to be removed.

Conclusion

The team of citizens has invested literally thousands of hours gaining expertise on election security, presenting our findings to election officials, and developing a concrete set of recommendations. We look forward to interacting with our election officials to discuss a plan for implementing the recommendations.

References

1. <https://www.whitehouse.gov/about-the-white-house/our-government/elections-and-voting/>
2. tinyurl.com/Secure-Voting-2
3. https://www.wandtv.com/news/fbi-boss-warns-of-2024-election-interference/article_cdfff260-93bf-11ee-ac86-efcaec7f904d.html
4. <https://rumble.com/v2utirf-vp-of-hart-presentation-to-kerr-county-tx-cc-april-2023-part-1.html>
5. <https://rumble.com/v2ussfq-hart-vp-answers-kerr-county-tx-cc-do-you-buy-components-from-overseas.html>

Appendix A.1
Voter Rolls (Catherine Viens)

October 17, 2024

Election Officials:

Thank you for agreeing to meet with us today in a way that we have not previously experienced.

As a follow-up to my previous comments, I am attaching the list of the five people I mentioned who are deceased. I ask that you look into these as well as the voters in the challenged list sent via certified mail signed on August 6. In the spirit of cooperation, I think the establishment of a policy to respond to citizen's challenges of voter registrations by acknowledging receipt would go a long way to fulfilling the Secretary of State's goal to "ensure our voter lists are up to date." Furthermore, confirmation after your review is performed, and the results of that review would be useful. NB: these people died in Brazos County and at the minimum the County Records Office should have a record for confirmation.

The following statements from the Texas Election Code (TEC) are informative:

"If the registrar has reason to believe that a voter's current residence is different from that indicated on the registration records, or that the voter's residence address is a commercial post office box or similar location that does not correspond to a residence, the registrar shall deliver to the voter a written confirmation notice requesting the confirmation of the voter's current residence."

TEC 15.051 "Confirmation Notice"

"The registrar shall make the appropriate corrections in the registration records, including, if necessary, deleting a voter's name from the suspense list: 6) after receipt of the United States Postal Service information indicating an address reclassification; and 9(b) At least monthly, the registrar shall request from the United States Postal Service any available information indicating address reclassifications affecting the registered voters of the county."

TEC 15.022 "Correction of Registration Records"

You informed us today that TEC is sometimes vague – in one area we were told the law is up to interpretation, at another that it is strict language. The following information is helpful in this regard:

“In enacting a statute, it is presumed that:

- (1) Compliance with the constitutions of this state and the United States is intended;
- (2) The entire statute is intended to be effective;
- (3) A just and reasonable result is intended;
- (4) Public interest is favored over any private interest”

Texas Government Code 311.021 –
“Intention in Enactment of Statutes”

I submit to you that TEC 15.051 and TEC 15.022 both clearly follow this Texas Government Code.

Sincerely,

Catherine Viens

Dead Voters on Brazos County Voter Rolls

LN	FN	DOB	VUID	DOD
ROGERS	TERRIE LYNN	11/2/1960	1040998263	7/22/2024
GILMORE	MARY ANN	1/15/1940	1041572091	2/24/2024
HURLEY	CELESTE	4/26/1959	1041215943	5/2/2024
HEFTI	JEFFERY	6/30/1950	2146136369	12/31/2023
CHILDS	DARA	3/16/1940	1040649502	5/26/2024

Appendix A.2
Voter Rolls (Cynde Wiley)

October 17, 2024

Summary of Cynde Wiley – Voter Registration

Issue 1 – 14 primary ballots from 3/5/2024 Do Not contain a Precinct # or a random #; however, they do contain a QR code.

The following documents are relevant to this issue:

Texas Constitution Article VI Sec. 4 states that the Legislature shall provide for the numbering of tickets and make such other regulation as may be necessary to detect and punish fraud and preserve the purity of the ballot box.

Texas Election Code Sec. 52.062 refers to sequentially numbering the ballots. (*Note:* The general election in Nov. 2024 will adhere to these provisions.)

Texas Election Code Sec. 276.013-276.018 refers to election fraud and other election offenses.

Texas Election Code Sec. 276.019 UNLAWFUL ALTERING OF ELECTION PROCEDURES. States an election official may not create, alter, modify, waive, or suspend any election standard, practice, or procedure mandated by law or rule in a manner not expressly authorized by this code.

Texas Election Code Sec. 31.040 Bond. Before assuming duties, a bond amount payable to county judge is conditioned on the faithful performance of the duties of the position.

When this issue was raised, Mrs. Hancock responded that the pages were inserted sideways. I responded that my copies were lined up correctly. In an earlier conversation regarding this matter, Mrs. Hancock stated that Hart (the voting equipment company) had walked her through steps to get the information by scanning the docs through the central count scanner.

Unresolved question – Did the QR code decipher which precinct they belonged to?

Issue 2 – Updating voter rolls

The following documents are relevant to this issue:

NVRA 1993 (H.R. 2) Section 8 – (c) Voter Removal Programs - (A) refers to use of USPS through its licensees. (B) if it appears by the USPS that (i) moved within jurisdiction, etc. (ii) moved outside jurisdiction, etc. (d) Removal of Names from Voting Rolls – (A) confirmed registrant has changed residence (B)(i) failed to respond to a notice (ii) has not voted or appeared to vote.

NCSL (*National Conference of State Legislation*) – This body acknowledges Texas is using the NCOA (National Change of Address). The most-used source is the USPS, NCOA program.

Texas Election Code, Subchapter C. Statewide Voter Registration List Section 18.061-18.068 – This code refers to Interstate Crosscheck program to comply with NVRA 1993 and HAVA 2002. SOS (Secretary of State) is supposed to monitor local registrars for substantial compliance. Quarterly, SOS shall compare information to determine if a voter on the registration list is deceased, or if the voter has been excused or disqualified from jury service because the voter is not a citizen or a resident of the county in which the voter is registered to vote. It further explains obligations regarding a weak or strong match.

From Jan. 2020–Aug. 2024, only five *non-citizens* have been removed from the Brazos County voter roll. Given the large number of illegal aliens who have entered Texas—particularly during the past 3.5 years—this number seems low.

It is important to note that voter rolls are very dynamic; 2% of Americans move every month.

Unresolved Question – Brazos County registrar is not actively using the National Change of Address (NCOA) database to help identify registrants who have voluntarily submitted a change of address through the USPS. As described in the above documents, the NCOA is used widely. Why is it not used in Brazos County? (*Note: Bruce Erratt says you are by using the USPS via confirmation card. This seems unnecessarily cumbersome.*)

Issue 3 – Challenges to voter rolls

The following documents are relevant to this issue:

Texas Election Code Subchapter D. Challenge of Registration, Sec. 16.091 – 16.092.

This code outlines the right to challenge. A sworn statement is required. The registrar shall promptly deliver to the voter whose registration is challenged a confirmation notice prior to the 75th day before general election.

Texas Election Code Sec. 16.031-16.038 includes remedies for cancellation mistakes and reinstatement.

Texas Election Code Sec. 16.039 FAILURE BY REGISTRAR TO TIMELY PERFORM DUTY. SOS can withhold funds for failure to timely perform duty under this subchapter of cancellation.

We complied with the timeline and submitted approximately 682 challenges.

In response, the registrar rejected 433 of those challenges and cited the ***SOS email communication to election officials dated July 12, 2024***, which used ***Election Law Opinion RP-1, dated October 10, 2018***. The SOS recognizes the following findings from Texas courts and other authorities in various contexts:

“Personal Knowledge” can be derived by observation, experience, logical conclusion and knowledge derived from various sources.

The final decision was to be made by the county’s legal counsel.

It is important to note that when we challenged the voter rolls, we verified that the challenged registrants were not already on the suspense list. We were not advocating for cancellation according to ***Texas Election Code Sec. 16.031-16.038***; rather, we were requesting investigation by our registrar. Ministerial duties are clear: maintain and update voter registration rolls¹

Texas Secretary of State Jane Nelson has stated the following:

“Voting is a sacred right that must be preserved for citizens who qualify under our elections laws.”

“My responsibility is to ensure free and fair elections and that only qualified voters participate.”

¹ SOS EA 2021-11, List Maintenance Activity Involving Potential Non-United States Citizens.
SOS EA 2023-26, Voter Registration List Maintenance Under the NVRA 1993, etc.
SOS EA 2024-18, Required List Maintenance Activities.
SOS EA 2024-19, Citizenship Requirements for Texas Elections.
SOS Bulletin dated 6/4/2024, Secretary Nelson Reminds Counties to Duty to Update Voter Registration Rolls.
SOS Bulletin dated 8/13/2024, Texas Leads the Way Against Noncitizen Voting (reiteration of registrar duty to update voter registration rolls.

True the Vote maintains the IV3 database, which is populated through the NCOA. In June 2024, we used this database and identified strong matches to the Brazos County voter registration database used in the 2024 primary election. We found 7800 matches of registered voters who had moved, yet they were still on the voter registration roll!

Issue 4 – Duplicate Voters

The following documents are relevant to this issue:

Texas Election Code Sec. 15.022.

Texas Election Code Sec. 18.0681, SECRETARY OF STATE AUTHORITY TO ELIMINATE DUPLICATE REGISTRATION RECORDS (b)(2) fulfill its responsibility to manage the voter rolls.

Texas Election Code Sec. 19.001 STATEMENT OF REGISTRATIONS SUBMITTED TO SECRETARY OF STATE

Texas Election Code Sec. 19.022 PAYMENTS, sets forth a financial structure to encourage adherence to perform ministerial duty regarding list maintenance.

In the 9/17/2024 Brazos County voter registration roll, we discovered the following:

- 30 individuals share the same name and birthdate and have two distinct VUID numbers
- 11 of these are without any vote history after 2015.
- 2 registrants voted using one VUID for the primary election the other in the 2020 general election.

We understand that Brazos County has four fulltime employees who maintain voter registration. Our purpose was to support them by informing them of the above “anomalies” so they can perform their duties and update the voter rolls.

Issue 5 – Deceased voters

The following documents are relevant to this issue:

Texas Election Code Sec. 16.001 DEATH, sets forth the procedures to facilitate the notification of deceased persons who may be listed on a county voter registration roll.

Texas Election Code Sec. 18061 STATEWIDE COMPUTERIZED VOTER REGISTRATION LIST (c) the procedures shall provide for the electronic submission of the information and ensure that each voter registrar collects and reports the correct month, day, and year of birth for each registered voter.

Because of a lack of documentation regarding their birth year, the Brazos County voter registration roll contains many “placeholders” indicated with a birth year of 1/1/1901.

On 7/23/2024, I spoke at Commissioners Court and identified the following:

- 54 registrants would be over 100 years old based upon their birth year
 - 22 of them are 123 years old
 - 4 of them are on the suspense list
 - 18 of them are shown as active
- 4 individuals have a duplicate VUID due to reregistering and no cross check was done to reveal a strong match existed.

I reviewed 84 of the oldest birth year registrants and found the following:

- 17 deceased (strong matches)
- 2 deceased (somewhat strong)

I printed the obituaries from legacy.com. As of last check on the voter roll of 9/17/24, all are still on the voter roll. Of this group, the obituaries date back to 2001, yet nearly every year moving forward, most of them are still on active status.

Appendix B.1
Emergency Preparedness (Catherine Viens)

October 17, 2024

Election Officials:

On the matter of election emergency preparedness and contingency plan, the Secretary of State website provides directives for the Registrar:

<https://www.stateregstoday.com/politics/election-and-voting/election-emergency-preparedness-and-contingency-plans-in-texas>

Your acknowledgment today stating that you currently have in place backup systems which include paper ballots, paper poll books, alternate polling places, and backup power sources in the event of a power outage complies with the Secretary's directive.

I look forward to the continuation of our dialogue and your response to my challenges. As you are aware this plan is required to be in written format and provided to the Secretary of State. We look forward to receiving a copy of your written Plan.

Sincerely,

Catherine Viens

Appendix B.2
Emergency Preparedness (Cynde Wiley)

The following regulations relate to emergency preparedness:

Texas Election Code Sec. 129.056, Plan for Machine Failure; The general custodian of election records shall create a contingency plan for addressing direct recording electronic voting machine failure. This plan must include the timely notification of the secretary of state.

Amended by: Acts 2009, 81st Leg., R.S., Ch. 682 (H.B. 2524), Sec. 2, eff. September 1, 2009

Appendix C

Anomalies in 2020 Election in Brazos County (Dr. Walter Daugherty)

**PRELIMINARY AUDIT REPORT
ON THE NOVEMBER 3, 2020
GENERAL AND SPECIAL ELECTIONS IN
BRAZOS COUNTY, TEXAS**

DRAFT - October 17, 2024

EXECUTIVE SUMMARY

Brazos County, Texas, conducted General and Special Elections on November 3, 2020, the designated Election Day, for national, state, county, and local races and contests. Early voting began October 13, 2020, and there was also absentee/mail-in and UOCAVA (military and overseas citizens) voting.

All proper ballots from eligible voters were processed by the electronic voting system, and each voter's selections recorded and counted. (Note that once an in-person voter checks in, there is no identifying information about the voter that is connected to the ballot. Similarly, once the outer envelope of a mail-in ballot is removed, there is no identifying information about the voter that is connected to the ballot. This fulfills the purpose of secret ballots.)

The official election result totals were then compiled into the Canvass Results Report dated November 12, 2020, which is posted on the Brazos County election results website.

The information from each secret ballot, namely, each voter's selections as counted by the electronic voting system, is called a Cast Vote Record, or CVR, and the printout of all CVRs is a list of the choices each ballot made. This official results printout of all CVRs is a public record, and copies were requested by several citizens of Brazos County.

The official Canvass Results Report and the official CVR Report were then examined for consistency, accuracy, and so on. Several problem areas were found, such as the following:

- incorrect dating
- totals not matching between these two official reports
- presidential undervotes not being properly identified.

Details of these problems and source documents are included in this preliminary audit report.

These discrepancies, non-compliances, and other preliminary audit findings warrant further investigation, and the Commissioners Court has been publicly asked to engage an independent CPA to do so. After a full audit by an independent CPA, if there are any unresolved questions or issues, then appropriate corrective measures should be taken. This will increase public confidence in the elections, which are so fundamentally important to the American constitutional form of representative government "of, by, and for the people."

INCORRECT DATING

Each page of the Official Results CVR Report is labelled at the top left with a Run Time of 10:44 P.M. and a Run Date of 02/28/2025:

CVR Report
 General and Special Elections 2020
 Run Time: 10:44 PM
 Run Date: 02/28/2025

Brazos County
 2020 General and Special Elections
 11/3/2020
 Page 63629 of 100937

Official results
 Registered Voters
 85598 of 121547 = 70.40 %
 Precincts Reporting
 107 of 107 = 100.00 %

Precinct: 7 Party: Polling Place: ARENA HALL -EV Voting Type: Early Voting Central Batch Id:	Device Type: Controller Device Serial: C1801763808 Device Data Id: L=DT510I2VG[XZ(P' Cvr Id: B74DC5A0-2FB4-4D5D-9C54-A223B74E8DD2
--	--

Contest Title	Option
President / Vice-President	Donald J. Trump/Michael R. Pence
U.S. Senator	John Cornyn
U.S. Representative District 17	Pete Sessions
Railroad Commissioner	James "Jim" Wright
Chief Justice, Supreme Court	Nathan Hecht
Justice, Supreme Court, Place 6 - Unexpired Term	Jane Bland
Justice, Supreme Court, Place 7	Jeff Boyd
Justice, Supreme Court, Place 8	Brett Busby
Judge, Court of Criminal Appeals Place 3	Bert Richardson
Judge, Court of Criminal Appeals Place 4	Kevin Patrick Yeary
Judge, Court of Criminal Appeals Place 9	David Newell
Member, State Board of Education, District 8	Audrey Young
State Representative District 12	Kyle Kacal
Justice, 10th Court of Appeals District, Place 2	Matt Johnson
Justice, 10th Court of Appeals District, Place 3 - Unexpired term	John E. Neill
District Judge, 272nd Judicial District	John Brick
District Attorney, 85th Judicial District	Jarvis Parsons
County Attorney	Earl Gray
Sheriff	Wayne Dicky
County Tax Assessor-Collector	Kristeen Roe
County Commissioner Precinct 2 - Unexpired term	Russ Ford
At-Large Place 6	Deidra Davis
Bryan Independent School District Proposition A	Against

This Run Date is obviously impossible, because it is in the future. Because the date is incorrect, this cannot be an Official Result, despite the box at the top right.

TOTALS DO NOT MATCH BETWEEN
THE OFFICIAL CANVASS
AND THE OFFICIAL CVR REPORT

The Official Canvass Results Report says on the "Totals" line below that there were 537 "undervotes" for President/Vice-President:

Canvass Results Report General and Special Elections 2020 Run Time: 11:02 AM Run Date: 11/12/2020	Brazos County 2020 General and Special Elections 11/3/2020 Page 12	Official Results Registered Voters 85598 of 121587 = 70.40% Precincts Reporting 107 of 107 = 100.00%
---	--	---

President / Vice-President

Precinct	Tom Hoelling/Andy Price (W)	Cast Votes	Undervotes	Overvotes	Absentee Voting Ballots Cast	Early Voting Ballots Cast	Election Day Voting Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
103	0	0	0	0	0	0	0	0	0	0.00%
104	0	0	0	0	0	0	0	0	0	0.00%
500	0	61	0	0	0	61	0	61	0	0.00%
501	0	237	1	0	145	93	0	238	0	0.00%
502	0	1,466	2	0	1	1,467	0	1,468	0	0.00%
503	0	55	0	0	0	55	0	55	0	0.00%
504	0	6	0	0	0	6	0	6	0	0.00%
Totals	2	85,061	537	0	6,727	65,805	13,066	85,598	121,587	70.40%

An "undervote" occurs when a voter makes fewer choices than the maximum allowed for that race or contest. Because the maximum number of choices for President/Vice-President is one, not making any selection is an "undervote." In other words, according to the Official Canvass Results Report, there were 537 ballots with no choice made for President/Vice-President.

Here is such a ballot in the official CVR Report:

CVR Report
 General and Special Elections 2020
 Run Time: 10:44 PM
 Run Date: 02/28/2025

Brazos County
 2020 General and Special Elections
 11/3/2020
 Page 1045 of 100937

Official results
 Registered Voters
 85598 of 121587 = 70.40 %
 Precincts Reporting
 107 of 107 = 100.00 %

Precinct: 2	Device Type: Controller
Party:	Device Serial: C1801766408
Polling Place: COLLEGE STATION UTILITIES MTG & TNG FACILITY -EV	Device Data Id: JY--(EHX&)P_I(@5KW%)
Voting Type: Early Voting	Cvr Id: DF14C09C-476B-4A0B-97ED-029908E0AF7C
Central Batch Id:	

Contest Title	Option
President / Vice-President	Undervotes: 1
U.S. Senator	Mary "MJ" Hegar
U.S. Representative District 17	Ted Brown
Railroad Commissioner	Matt Sterett
Chief Justice, Supreme Court	Mark Ash
Justice, Supreme Court, Place 6 - Unexpired Term	Jane Bland
Justice, Supreme Court, Place 7	William Bryan Strange III
Justice, Supreme Court, Place 8	Tom Oxford

This voter did not make any selection for President/Vice-President, when up to one choice was allowed, so it is tabulated as "Undervotes: 1" in the report. (In other situations, the maximum might be higher, such as "Vote for up to 3 board members"; then, if a voter only made one selection, the report would show the one name selected and also "Undervotes: 2", meaning they voted for two less than the maximum.)

However, there are only 285 ballots in the official CVR Report labelled "President/Vice-President Undervotes: 1". Why does the Official Canvass Results Report then say there were 537 presidential undervote ballots?

PRESIDENTIAL UNDERVOTES NOT PROPERLY IDENTIFIED

Another way to cross-check the results is to look in the official CVR report for all ballots that did not vote for President/Vice-President, instead of looking for the "President/Vice-President Undervotes: 1" label. Here is a ballot that did not vote for President/Vice-President, but is missing the "President/Vice-President Undervotes: 1" label:

CVR Report
 General and Special Elections 2020
 Run Time: 10:44 PM
 Run Date: 02/28/2025

Brazos County
 2020 General and Special Elections
 11/3/2020
 Page 63671 of 100937

Official results
 Registered Voters
 85598 of 121587 = 70.40 %
 Precincts Reporting
 107 of 107 = 100.00 %

Precinct: 12	Device Type: Central
Party:	Device Serial: D1900233012
Polling Place:	Device Data Id: UD&=II#1NT%2648B#-QST6
Voting Type: Absentee Voting	Cvr Id: 1A34907E-8B59-4BF4-91FB-A24368756943
Central Batch Id: 25	

Contest Title	Option
Proposition No. 5	For
Proposition No. 6	For
Proposition No. 7	For
At-Large Place 6	David Stasny
Bryan Independent School District Proposition A	Against

There are 2,567 ballots in the official CVR Report similar to this that did not vote for President/Vice-President, but are missing the "President/Vice-President Undervotes: 1" label. This makes three conflicting counts of "no selection for President/Vice-President":

1. Official Canvass 537
2. Official CVR Report 285 ballots listing "President/Vice-President Undervotes: 1"
3. Official CVR Report 2,567 ballots not listing President/Vice-President

Numbers 1 and 2 should match, but they do not. Number 3 should be zero. These discrepancies mean that the numbers are not consistent and therefore are not accurate. Because the same software produced different numbers, the software is not reliable.

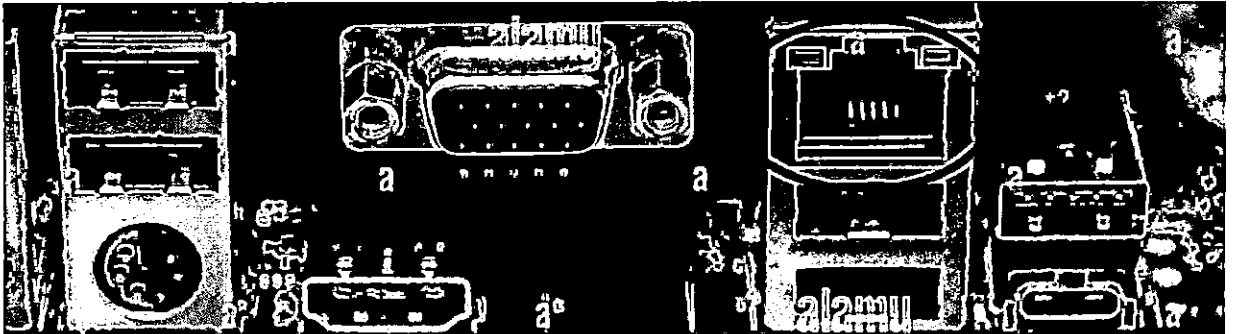
Appendix D
Cyber Security Recommendations (Dr. Walter Daugherty)

Updated List of Improvements Needed in Brazos County Election Systems

Walter C. Daugherty

October 8, 2024

1. Direct the Elections Administrator to install monthly Microsoft antivirus definition updates on Verity Count and Verity Central computers, as required by federal regulations. (*Voluntary Voting System Guidelines Version 1.0, § 7.4.2*)
2. Direct the Elections Administrator to patch known vulnerabilities in Microsoft SQL Server on Verity Count and Verity Central computers, as required by state law. (*Texas Election Code § 122.001*)
3. Engage an independent CPA to investigate the discrepancy in election results from November 2020, namely, the Official Cast Vote Record Report listed at least 2,567 ballots with no vote for president, but the Official Canvass only counted 537 of them.
4. Direct the Elections Administrator to stop using computers for Verity Count and Verity Central which the Texas Secretary of State website says are uncertifiable because they possess the capability to connect to a network, namely, an integrated Network Interface Controller with an RJ-45 network jack plainly visible on the back of these computers, similar to the one circled in this picture:



(<https://www.sos.state.tx.us/about/newsreleases/2022/092322.shtm>], § 2.1)

5. Authorize an independent hash validation which does not use Hart software to check Hart software.
6. Authorize an independent cybersecurity inspection of all voting equipment, including checking for network logins. For example, who is the actual person who logged in as cdr12312? Who is the actual person who logged in as harttech?

Microsoft Patch Tuesday	# Vulnerabilities	# Critical
Jan-24	48	2
Feb-24	80	5
Mar-24	60	2
Apr-24	157	3
May-24	67	1
Jun-24	58	1
Jul-24	142	4
Aug-24	92	9
Sep-24	79	7
Oct-24	117	3

[REDACTED]

Voluntary Voting System Guidelines Version 1.0 § 7.4.2

Protection Against Malicious Software

[REDACTED] against the many forms of threats to which they may be exposed such as file and macro viruses, worms, Trojan horses, and logic bombs. [REDACTED]

[REDACTED]

Texas Election Code § 122.001.

VOTING SYSTEM STANDARDS.

(a) A voting system may not be used in an election unless the system:

(1) preserves the secrecy of the ballot;

(2) is suitable for the purpose for which it is intended;

(3) operates █████, efficiently, and █████ and █████;

(4) is █████ from fraudulent or unauthorized manipulation;

(5) permits voting on all offices and measures to be voted on at the election;

(6) prevents counting votes on offices and measures on which the voter is not entitled to vote;

(7) prevents counting votes by the same voter for more than one candidate for the same office or, in elections in which a voter is entitled to vote for more than one candidate for the same office, prevents counting votes for more than the number of candidates for which the voter is entitled to vote;

(8) prevents counting a vote on the same office or measure more than once;

(9) permits write-in voting; and

(10) is capable of providing records from which the operation of the voting system may be audited.

https://www.eac.gov/sites/default/files/eac_assets/1/28/VSTLManual%207%208%2015%20FINAL.pdf § 1.4.

Scope. This Manual provides the procedural requirements of the EAC voting system Laboratory Accreditation Program. Although participation in the program is voluntary, adherence to the program's procedural requirements is mandatory for participants. The procedural requirements of this Manual supersede any prior laboratory accreditation requirements issued by the EAC. This manual shall be read in conjunction with the EAC Voting System Testing and Certification Manual.

ort

SQL Server 2017

SQL Server 2017 follows the Fixed Lifecycle Policy.

This applies to the following editions: on Linux (all editions), on Windows (all editions)

Support dates are shown in the Pacific Time Zone (PT) - Redmond, WA, USA.

Support Dates

🔍 Expand table

Listing	Start Date	Mainstream End Date	Extended End Date
SQL Server 2017	Sep 29, 2017	Oct 11, 2022	Oct 12, 2027

<https://www.sos.state.tx.us/about/newsreleases/2022/092322.shtml>, § 2.1

Voting machines in Texas are not connected to the internet.

Electronic pollbooks certified by the Texas SOS are connected to the internet, but they are never connected to any device that casts or tabulates votes.

Electronic pollbooks certified by the Texas SOS are connected to the internet, but they are never connected to any device that casts or tabulates votes.

Appendix E
Response to Dr. Daugherty's Suggestions



ERIC V. CALDWELL
CHIEF INFORMATION OFFICER

Brazos County Maxwell Building
205 East 27th Street
Bryan, TX 77803
ecaldwell@brazoscountytexas.gov

PHONE: (979) 361-4310
FAX: (979) 361-4408

MEMORANDUM

TO: Commissioners Court
FROM: Eric V. Caldwell, Chief Information Officer
DATE: October 11, 2024
SUBJECT: Future Agenda Requests – Elections Security

On October 8, 2024, Dr. Walter Daugherty made a request to Commissioners Court asking that six items be added to a future Court agenda. The items were intended to address improvements believed to be needed in Brazos County election systems.

The Information Technology Department, Elections Administration, and Legal Counsel have considered these requests, discussed them at length internally, and have consulted with Hart InterCivic, Inc., the manufacturer of the voting system solution used by Brazos County. Below, we have listed the requests made by Dr. Daugherty and have provided our thoughts so that Commissioners Court can make informed decisions concerning these requests.

The first two requests for future agenda items read:

- 1. Direct the Elections Administrator to install monthly Microsoft antivirus definition updates on Verity Count and Verity Central computers, as required by federal regulations. (Voluntary Voting System Guidelines Version 1.0, § 7.4.2)*
- 2. Direct the Elections Administrator to patch known vulnerabilities in Microsoft SQL Server on Verity Count and Verity Central computers, as required by state law. (Texas Election Code § 122.001)*

In making these two requests, it is asserted that our Hart voting system is insecure because certain updates haven't been applied. It has also been implied that this makes our voting equipment illegal.

This is our response to those assertions:

The entire premise of the argument is that our elections systems are unsafe because we haven't applied the latest Microsoft updates on our voting equipment. The Texas Election Code says in Section 122.001 "... that a voting system may not be used in an election unless the system" ...

“(3) operates safely, efficiently, and accurately and complies with the voting system standards adopted by the Election Assistance Commission.”¹

There are two volumes of voting systems standards available from the U. S. Election Assistance Commission (EAC). In Volume I, Section 2.2.1 titled Security states:

System security is achieved through a combination of technical capabilities and sound administrative practices. To ensure security, all systems shall:

- a. Provide security access controls that limit or detect access to critical system components to guard against loss of system integrity, availability, confidentiality, and accountability.*
- b. Provide system functions that are executable only in the intended manner and order, and only under the intended conditions.*
- c. Use the system's control logic to prevent a system function from executing if any preconditions to the function have not been met.*
- d. Provide safeguards to protect against tampering during system repair, or interventions in system operations, in response to system failure.*
- e. Provide security provisions that are compatible with the procedures and administrative tasks involved in equipment preparation, testing, and operation.*
- f. If access to a system function is to be restricted or controlled, the system shall incorporate a means of implementing this capability.*
- g. Provide documentation of mandatory administrative procedures for effective system security.*²

We meet this requirement for system security using the sound administrative practice of “Air-gapping.”

The EAC and the National Institute of Standards and Technology (NIST), part of the US Department of Commerce, define an air gap as “*An interface between two systems at which (a) they are not connected physically and (b) any logical connection is not automated (i.e., data is transferred through the interface only manually, under human control).*”³

The NIST standard 800-39, titled “Managing Information Security Risk: Organization, Mission, and Information System View,” lists air-gaps as a form of Risk Avoidance:

¹ <https://statutes.capitol.texas.gov/Docs/SDocs/ELECTIONCODE.pdf> - Chapter 122. State Supervision Over Voting Systems Subchapter A. Voting System Standards, pg. 505

² https://www.eac.gov/sites/default/files/eac_assets/1/28/Voting_System_Standards_Volume_I.pdf - Section 2.2 Overall System Capabilities, 2.2.1 Security, pg. 2-20

https://www.eac.gov/sites/default/files/eac_assets/1/28/VVSG.1.1.VOL.1.FINAL1.pdf - Section 2.1 Overall System Capabilities, 2.1.1 Security, pg. 15

³

https://csrc.nist.gov/glossary/term/air_gap#:~:text=air%20gap%20Definitions%3A%20An%20interface%20between%20two%20systems,through%20the%20interface%20only%20manually%2C%20under%20human%20control%29

<https://www.eac.gov/documents/2017/09/21/common-cybersecurity-terminology>

*Risk avoidance may be the appropriate risk response when the identified risk exceeds the organizational risk tolerance. Organizations may conduct certain types of activities or employ certain types of information technologies that result in risk that is unacceptable. In such situations, risk avoidance involves taking specific actions to eliminate the activities or technologies that are the basis for the risk or to revise or reposition these activities or technologies in the organizational mission/business processes to avoid the potential for unacceptable risk. For example, organizations planning to employ networked connections between two domains, may determine through risk assessments that there is unacceptable risk in establishing such connections. Organizations may also determine that implementing effective safeguards and countermeasures (e.g., cross-domain solutions) is not practical in the given circumstances. Thus, the organizations decide to avoid the risk by eliminating the electronic or networked connections and employing an “air gap” with a manual connection processes (e.g., data transfers by secondary storage devices). [emphasis added]*⁴

The network connections to our voting systems are eliminated in compliance with state law and federal guidance. We also have the voting systems housed in a controlled-access location to prevent direct interaction from unauthorized personnel. The location is under video surveillance twenty-four hours a day, seven days a week.

These controls, in conjunction with our current election security plan, puts us in compliance with the EAC guidance on Voting System Security Measures – Section 1:

Best practices election officials use to secure the computer include:

- *Keeping it in a location with restricted access (locks with documented entry, key card systems) and video surveillance*
- *Never connecting it to the internet or other external network*
- *Providing users unique logins, strong passwords, and access to the minimum functions needed to perform their duties*
- *Routinely reviewing audit logs of all users who log onto the computer and actions they perform*
- *Validating the computer’s software has not been modified*⁵

The third request made to Commissioners Court for a future agenda item - to engage an independent CPA to investigate the discrepancy in election results from November 2020 - will be addressed separately.

The fourth request made to Commissioners Court for a future agenda item reads “*Direct the Elections Administrator to stop using computers for Verity Count and Verity Central which the Texas Secretary of State website says are uncertifiable since they possess the capability to connect to a network, namely, an integrated Network Interface Controller with an RJ-45 network jack plainly visible on the back of these computers, similar to the one circled in [an attached] picture.*”

⁴ <https://nvlpubs.nist.gov/nistpubs/legacy/sp/nistspecialpublication800-39.pdf> - “Managing Information Security Risk: Organization, Mission, and Information System View, Risk Response, page 42

5

https://www.eac.gov/sites/default/files/electionofficials/security/Voting_System_Security_Measures_508_EAC.pdf

This request asserts that our Hart systems are ‘uncertifiable’ because they possess an integrated Network Interface Controller with an RJ45 port on the back of the device.

It is correct that the Verity Count and Verity Central devices have an RJ45 port. However, the existence of this port does not mean that they are ‘uncertifiable’ by the Texas Secretary of State. The Secretary of State (SoS) website states that **Hart InterCivic** is certified by the EAC and approved by the SoS. Therefore, the system cannot be ‘uncertifiable’ because the system is explicitly listed as certified. See the below section taken directly from the SoS page on voting equipment.

1. Certification of Voting Systems

- *All voting systems must be certified by the U.S. Election Assistance Commission (EAC), created by the Help America Vote Act (HAVA) in 2002.*
- *The Texas Election Code requires all voting systems to be approved by the Secretary of State before they may be used in any Texas election.*
- *Currently, only two voting system vendors are certified by the Texas SOS:*
 - *Hart Intercivic - Austin, TX*
 - *Election Systems & Software (ES&S) - Omaha, NE⁶*

The point of contention is a section on that same page, again taken directly from the website:

2. Key Facts on Security of Voting Machines

1. *Voting machines in Texas are not connected to the internet. In order to be certified in Texas, the machines cannot even have the capability of connecting to the internet. Electronic pollbooks certified by the Texas SOS are connected to the internet, but they are never connected to any device that casts or tabulates votes.*
2. *Only software certified by the Texas SOS can be loaded on voting equipment. As an added security measure, Texas law requires software to go through a hash validation process to verify that the source code of any voting software was not altered in any way.*
3. *All voting machines are required to be tested for logic and accuracy three times-twice before each election, and once immediately after.⁷*

The relevant section to this discussion is item 2, subitem 1 “... *the machines cannot even have the capability of connection to the internet.*” [emphasis added].

The existence of an RJ45 port doesn’t mean that a device can connect to the internet. That requires hardware, software, and network protocols to work together to make that connection possible. While the hardware exists on the device, the necessary software and network protocols

⁶ <https://www.sos.state.tx.us/about/newsreleases/2022/092322.shtml>

⁷ *ibid.*

are disabled, mitigated and/or removed per the vendor, the SoS office, and the EAC certification process.

The following is a statement from the vendor regarding protections to prevent access to the internet. This is in compliance with the EAC certification process and meets the standards for the Texas SoS.

1. *For all standalone products, there are no active network ports. All ports are disabled during manufacturing.*
 - a. *Additionally, the workstation's firewall is configured to block all network activity.*
2. *For client/server configurations, Verity workstations are connected to a dedicated, isolated network switch. With only Verity workstations connected to this stand-alone network, internet access is impossible.*
 - a. *Furthermore, these workstations are explicitly configured to operate only on isolated, internet-inaccessible networks.*
 - b. *Each workstation's firewall is configured to block all unnecessary protocols and ports.*
 - c. *For necessary communication, certificate-based authentication is required to establish an encrypted channel.*
3. *All configurations on each workstation are protected by full-disk encryption, which denies access to operating system configurations and features.*
4. *All configurations on each workstation are protected by kiosk mode, which further denies access to operating system configurations and features.⁸*

A link to the Verity system's certification by the EAC is included below. The verification process was completed by a third party (SLI Compliance in 2020):

<https://www.eac.gov/voting-equipment/verity-voting-25>

The fifth request made to Commissioners Court for a future agenda item reads *"Authorize an independent hash validation which does not use Hart software to check Hart software."*

We agree that the validation should use tools that are not produced by Hart, but do not believe action is required by the Court. We do NOT use Hart provided software to perform hash validation. The county uses a third-party tool, Hash Compare 3.0, made by SecurityXploded. This tool was tested and meets the county's needs for doing hash comparisons.

The sixth request made to Commissioners Court for a future agenda item reads *"Authorize an independent cybersecurity inspection of all voting equipment, including checking for network logins. For example, who is the actual person who logged in as cdr12312? Who is the actual person who logged in as harttech?"*

⁸ Email dated Thursday, October 10, 2024 4:17 PM, From: Peter Lichtenheld (Hart), To: Trudy R. Hancock (Elections Administrator)

An independent third-party review was conducted in 2019 by AT&T. However, they did not review the equipment used to cast or count votes, because a review of the equipment would have led to changes to the system thereby making the equipment illegal to use in an election according to state law and the SoS. Lastly, to address the two accounts mentioned: Cdr12312 is a former employee of the Brazos County Information Technology Department. One of their many job responsibilities was to administer the Hart systems in support of the Elections Administrator. They no longer work for Brazos County and their account was disabled after they left employment. Actions taken by this account are in line with proper election processes and procedures. Harttech was an account used for initial setup. It is also disabled, and there is no evidence of any actions taken by this account once the system was setup.

In conclusion, we appreciate the concerns of Dr. Daugherty regarding the security of elections in Brazos County, and we hope that this information will help to allay those concerns. We also hope that this information will help the Court to make informed decisions regarding elections security, infrastructure, and processes in Brazos County.

Appendix F
Election Security Issues (Dr. Mark Holtzapple)

Investigation of Election Integrity for Brazos County, Texas

1 October 2024

Early Voting

Question ¹	Answer ²	Observation ¹	Rating ¹
Question 1 – During early in-person voting, where are the marked ballots kept?	Ballots remain in the ballot transfer bag inside the locked ballot box.	Good there is minimal handling.	A
Question 1a – If they are retained within the Hart InterCivic ballot box, how is the room secured overnight and weekends?	The room is locked.	A lock can be picked. Multiple people may have keys, such as a janitor as well as election officials.	B
Question 1b – If they are removed and stored elsewhere, how are they secured? How do we ensure that all the ballots are returned and consolidated with the election-day ballots?	If the ballot bag gets full it is pulled from the ballot box by the judge and alternate judge, zipped, locked and sealed. The warehouse manager retrieves the bag and transports it to the elections administration office where it is placed in the programming room under the camera.	Good that two people handle the ballots, which reduces potential for cheating. Potentially, the warehouse manager could tamper with ballots. Best to have two people transport. Good that they are kept under a camera.	B

1. **Mark Holtzapple**
2. **Bruce Erratt, Trudy Hancock**

Rating:

- A. Secure
- B. Concern
- C. Unsecure

Numbered Ballots

Question ¹	Answer ²	Observation ¹	Rating ¹
<p>Question 2 – Because we have county-wide voting, it is unclear how the sequentially numbered ballots are deployed. Does each polling place receive an ordered sequence of ballots? For example, do ballots 1 to 5000 go to Polling Place 1, 5001 to 1000 go to Polling Place 2, etc.</p>	<p>The numbered ballots must be assigned to a location. Place A receives 1-5,000, Place B receives 5,001-10,000, etc.</p>	<p>Good that numbered ballots are allotted in sequence to each location.</p>	<p>A</p>
<p>Question 2a – What is the system to account for sequentially numbered ballots that are voted and those that are unused? In other words, how do we account for all the ballots to ensure none are added or removed?</p>	<p>Judge must fill out a Register of Official Ballots showing voted, spoiled, damaged, thrown out and unused ballots. Must equal the number of ballots sent to the location.</p>	<p>Good that all ballots are accounted for.</p>	<p>A</p>

1. **Mark Holtzapple**
2. **Bruce Erratt, Trudy Hancock**

Rating:

- A. Secure
- B. Concern
- C. Unsecure

Hand-count Validation

Question ¹	Answer ²	Observation ¹	Rating ¹
<p>Question 3a – Based on a random selection process, ballots will be hand-counted to validate the electronic count. What is the randomization process for selecting the hand-counted ballots? For example, does a computerized random number generator perform the random selection? Are numbered balls selected randomly, as in a lottery? Is a die used, as in gambling?</p>	<p>That process is handled by the Secretary of State’s office. You would need to request that information from them. As far as the 3 additional precincts/locations that we do in Brazos County are chosen by a random drawing. We place all precincts in a bowl, representatives from each party and the General Council for the County each draw one.</p>	<p>Good that it is a transparent process.</p>	<p>A</p>
<p>Question 3b – Is the random selection performed in a transparent manner that can be viewed by the public, or is it performed in private?</p>	<p>Must ask SOS if their drawing process is transparent. We live stream the drawing.</p>	<p>Good that it is a transparent process.</p>	<p>A</p>
<p>Question 3c – When does the randomized selection occur...before polls close or after polls close?</p>	<p>After</p>	<p>Good that the selection process occurs after the election, which precludes tampering in pre-selected polling locations.</p>	<p>A</p>
<p>Question 3d – Who is responsible for making the randomized selection?</p>	<p>SOS. The Custodian of the Records is responsible for the expanded selection.</p>	<p>Given that the selection process occurred by random drawing, it is not clear what role is played by the Custodian of Records</p>	<p>?</p>
<p>Question 3e – What is selected in the randomization process...a precinct or a polling location?</p>	<p>For early voting 3 precincts are selected. For election day 3 locations are selected. For election day all ballots for that location are counted and</p>	<p>Good that both early voting precincts and election day polling locations are selected...the more the better.</p>	<p>A</p>

	reconciled back to the report by precinct.		
Question 3f – Prior to hand-counting the ballots, are they placed in sequential order to ensure that no ballots have been added or removed?	No. The reports show how many ballots you should have. We count the ballots that are pulled to make sure the count is accurate.	Without placing ballots in sequential order, it is not possible to detect if ballots have been swapped.	C
Question 3g – In the randomly selected polling location/precinct, are 100% of the ballots hand-counted?	All election day ballots for 3 locations are counted.	Good that all ballots are hand counted, not just a sample.	A

1. **Mark Holtzapple**
2. **Bruce Erratt, Trudy Hancock**

Rating:

- A. Secure
- B. Concern
- C. Unsecure

Mail-In Ballots

Question ¹	Answer ²	Observation ¹	Rating ¹
Question 4 – What steps are taken to ensure that mail-in ballots are from a legitimate voter? For example, is the signature verified? Is it notarized?	See Early voting ballot board handbook for how ballots are verified.		
Question 4a – Where are mail-in ballots received? Is there one central location or are they sent to each precinct?	All mail ballots are addressed to come back to the Early Voting Clerk by US Postal Service or common carrier. But they can be hand delivered to the Early Voting Clerks office on election day by the voter. If the voter decides to vote in person they can surrender their ballot at the vote center of their choosing prior to casting a ballot.	Inherently, mail-in ballots are not secure. For example, a mail carrier can throw away ballots that are from soldiers, who are known to vote primarily Republican. Not much can be done about this.	B
Question 4b – Once a mail-in ballot is received, is it logged into the system with a tracking number that ensures no ballots are removed or added?	Yes	Good. Prevents ballot swapping, provided the logging process is secure.	A
Question 4c – How are mail-in ballots secured?	In a locked ballot box.	Good. Better if stored under camera.	B
Question 4d – When are mail-in ballots counted...prior to election day or on election day?	The Early Voting Ballot board is required to meet the first time at least 9 days before election day. The ballots are processed, placed into a transfer case, locked & sealed, placed in the programming room under camera until the close of early voting. The qualified ballots are scanned and tabulated on the Saturday/Sunday before election day. This process occurs several times	Good that the ballots are secured. Potentially, based on the counting on Saturday/Sunday, votes could be manipulated on election day. Although logistically difficult, it would be best to count on election day. If this is simply not possible, it is very important that the results be kept secret prior to election day. Not sure that this is possible.	B

	before the final tally 7 days after election day.		
Question 4e – Are mail-in ballots counted by hand or does an authorized person enter the votes into a computerized voting machine?	The ballots are scanned.	Apparently, the mail-in ballots are different from the in-person ballots. The mail-in ballots must be filled in by hand, so there is the potential for ambiguous markings that must be adjudicated by election officials.	B
Question 4f – How is the tally for mail-in ballots combined with the tally for in-person ballots?	Scanned mail ballots information is placed on a v-drive and tabulated as a task marked “Ballots by Mail.”	Good that the data for the mail-in ballots is kept separate from the in-person ballots.	A

1. **Mark Holtzapple**
2. **Bruce Erratt, Trudy Hancock**

Rating:

- A. Secure
- B. Concern
- C. Unsecure

Vote Reporting

Question ¹	Answer ²	Observation ¹	Rating ¹
Question 5 – When we report our election results to the state, how do we know that they accurately add our tallies to the total? For example, is there a transparent spreadsheet that shows the results from each county that allows us to verify they are using the right numbers?	The SOS calls election night and verifies the numbers that were received. But a voter can verify our results by comparing the Unofficial Results that are posted on our website to what the SOS posts on their website.	Good. It would be better if the voter could compare the final official tally for the county to the tally posted by the state.	B

1. Mark Holtzapple
2. Bruce Erratt, Trudy Hancock

Rating:

- A. Secure
- B. Concern
- C. Unsecure

10/22/24 Cynde Wiley

- 1st Corinthians 7:23, Do not become the slaves of men.
- Citizens must remain vigilant and understand the purpose and limitations of govt. BUT have we lost the measuring stick by which to measure.
- Our representatives are our servants, providing justice, protection and acting without harm OR are they acting as master?
- Pulpits use to instruct the people that GODs word covered every matter of life, including civil govt. and the people had a measuring stick to judge.
- Today, it's the opposite, whatever civil govt does is therefore the will of GOD. NOT TRUE.
- An informed citizenry is vigilant and pushes back on abuse and or tyranny.
- Human nature ... we love our comforts and want to be cared for
- "We The People" see tyranny raising its ugly head. When we see assaults on our rights and liberties through unconstitutional unjust and immoral laws, bureaucratic decrees, policies, unjust taxes, we look for remedies.
- Thank GOD for our "Founding Fathers".
- In order to preserve our liberties and resist injustices THEY GAVE US THREE BOXES
- The JURY BOX, under Assault. Where citizens can judge the facts as well as the law itself.
- The CARTRIDGE BOX, an armed citizenry deters an invading foreign force.

- The BALLOT BOX, where “We The People” can remove unjust rulers with the power of our vote.
- Have not all THREE of these boxes been under ASSAULT, its foolish to think we here in Brazos live in a perfect bubble with no interference.
- We have the right and duty TO protect all THREE OF THESE BOXES.
- The group you call “The Problem Group’ and “Hassellers” is part of the citizenry that each and every one of you swore to protect.
- You were put into office to serve and be judged by your performance thru the ballot box as exercised by the people. You will be judged for the people you appoint to perform a job and it will reflect back upon you.
- The people seem uncomfortable to see every one of you as their servants, but in reality, that is how this is suppose to work.
- Unbeknownst to y’all, many of us have been approached by county employess and regular citizens ... Thanking us for speaking up for them.
- In fact, most likely some are in this audience and or watching.
- Name calling will not deter us from our right AND duty to protect that BALLOT BOX.



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 10/22/2024

ITEM: Approval of Extension of the Declaration of Disaster.

TO: Commissioners Court

DATE: 10/17/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

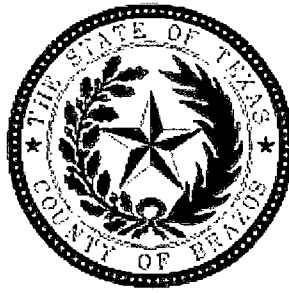
Description

Type

[Extension of Declaration of Disaster 10-22-24_Final.pdf](#)

Extension of Declaration of Disaster

Backup Material



BRAZOS COUNTY

BRYAN, TEXAS

Extension of Declaration of Disaster

WHEREAS, on the 17th day of October 2024, the County Judge issued a proclamation declaring a state of disaster for Brazos County resulting from drought conditions and fire danger.

WHEREAS, the County Judge and Commissioners Court of Brazos County have determined that the conditions necessitating a declaration of a state of disaster continue to exist and are likely to continue to impact the county for quite some time; and

WHEREAS, §418.108(b) of the Texas Government Code provides that a local state of disaster may not be continued for a period in excess of seven days without the consent of the governing body of the County;

NOW, THEREFORE, BE IT DECLARED AND ORDERED BY THE COMMISSIONERS COURT OF THE COUNTY OF BRAZOS:

That the local state of disaster proclaimed for Brazos County by Judge Duane Peters shall continue for a period of thirty (30) days from the date of this Order and expire on November 20, 2024, unless or until terminated or extended by order of the Commissioners Court of Brazos County.

This declaration shall take effect immediately from and after its issuance.

DECLARED this 22 day of October 2024.

Absent

Duane Peters
County Judge

Absent

Steve Aldrich
County Commissioner, Precinct 1

[Signature]
Chuck Konderla
County Commissioner, Precinct 2

[Signature]
Nancy Berby / Overseeing as County Judge
County Commissioner, Precinct 3

[Signature]
Wanda J. Watson
County Commissioner, Precinct 4

ATTEST:

[Signature]
Karen McQueen, County Clerk

[Signature]
Chief Deputy



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Budget Office NUMBER:

DATE OF COURT MEETING: 10/22/2024

ITEM: Request authorization to wire transfer up to \$233,607.38 to HHSC for the Federal Fiscal Year (FFY 2023) Graduate Medical Education Program (GME) Retroactive Payment for the benefit of participating hospitals using funding from the Brazos County Local Provider Participation Fund.

TO: Commissioners Court

FROM: Nina Payne

DATE: 10/16/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

SOURCE OF FUNDS: Brazos County LPPF (Fund 16000)

REQUIREMENTS: HHSC requires this IGT to be entered into TexNet no later than close of business Friday, October 25, 2024 with a settlement date of Monday, October 28, 2024.

NOTES/EXCEPTIONS: Texas Medicaid provides supplemental payments to support teaching hospitals which operate approved medical residency training programs. Medicaid Graduate Medical Education (GME) payments recognize the higher cost incurred by teaching hospitals. Compared to non-teaching hospitals, teaching hospitals treat patients with more complex conditions and provide patient care that is more intensive and technologically sophisticated. Reimbursement rules applicable to Graduate Medical Education (GME) are located at Title 1 of the Texas Administrative Code, Part 15, Chapter 355, SubChapter J, Division 4, Rule 8058.

ACTION REQUESTED OR ALTERNATIVES: Request approval.

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
GME IGT 2023 Request 10.17.24.pdf	GME IGT Notification	Cover Memo
FY23 Retro GME Alloc Summary - Agenda Backup.pdf	GME IGT Summary	Backup Material



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Budget Office NUMBER:
DATE OF COURT MEETING: 10/22/2024
ITEM: Request authorization to wire transfer up to \$233,607.38 to HHSC for the Federal Fiscal Year (FFY 2023) Graduate Medical Education Program (GME) Retroactive Payment for the benefit of participating hospitals using funding from the Brazos County Local Provider Participation Fund.
TO: Commissioners Court
FROM: Nina Payne
DATE: 10/16/2024
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00
SOURCE OF FUNDS: Brazos County LPPF (Fund 16000)
REQUIREMENTS: HHSC requires this IGT to be entered into TexNet no later than close of business Friday, October 25, 2024 with a settlement date of Monday, October 28, 2024.
NOTES/EXCEPTIONS: Texas Medicaid provides supplemental payments to support teaching hospitals which operate approved medical residency training programs. Medicaid Graduate Medical Education (GME) payments recognize the higher cost incurred by teaching hospitals. Compared to non-teaching hospitals, teaching hospitals treat patients with more complex conditions and provide patient care that is more intensive and technologically sophisticated. Reimbursement rules applicable to Graduate Medical Education (GME) are located at Title 1 of the Texas Administrative Code, Part 15, Chapter 355, SubChapter J, Division 4, Rule 8058.
ACTION REQUESTED OR ALTERNATIVES: Request approval.

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
GME_IGT_2023_Request_10.17.24.pdf	GME IGT Notification	Cover Memo
FY23_Retro_GME_Alloc_Summary_-_Agenda_Backup.pdf	GME IGT Summary	Backup Material

APPROVED

Tranay J. Perry 10/22/24
Duane Peters / *Perry* Date
County Judge

Nina Payne

From: Justin Flores <justin@ahcv.com>
Sent: Thursday, October 17, 2024 10:06 AM
To: Nina Payne
Cc: Kelly O'Brien; Caroline Simpson
Subject: FW: Graduate Medical Education Program IGT Notification – 2023 Non-State Private Retroactive Payment
Attachments: FY23 Retro GME Alloc Summary - Brazos County LPPF.xlsx

Brazos County Disclaimer

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

Hello Nina,

As you know, the upcoming GME FY23 Retro IGT is taking place on Friday, October 25th. Accordingly, the hospitals participating within the Brazos County LPPF would like to request the following IGT amount noted below. (Please review the accompanying allocation.)

GME FY23 Retro – total requested IGT amount \$233,607.28

HHSC requires this amount to be entered into TexNet no later than the close of business 10/25/2024 with a settlement date of 10/28/2024. These funds will need to be placed in the "GME" Bucket. Upon successful completion of the IGT, please submit the PDF of the TexNet trace sheet and allocation form to PFD_GME_Payments@hhs.texas.gov.

AHCV also kindly requests to be copied on the TexNet trace sheet submission to HHSC on or before the deadline noted above.

Please do not hesitate to contact us with any questions.

Best regards,
Justin

Justin Flores | Director of Finance
Adelanto HealthCare Ventures L.L.C.
401 W. 15th Street, Suite 840
Austin, TX 78701
Direct: (254) 231-6009
<http://www.ahcv.com/>

From: Texas Health and Human Services Commission <txhhs@public.govdelivery.com>
Sent: Wednesday, October 9, 2024 1:41 PM
To: Justin Flores <justin@ahcv.com>
Subject: Graduate Medical Education Program IGT Notification – 2023 Non-State Private Retroactive Payment



Graduate Medical Education Program IGT Notification – 2023 Non-State Private Retroactive Payment

HHSC is providing notification of the Intergovernmental Transfers (IGT) call for the Graduate Medical Education (GME) Non-State Private 2023 Retroactive Payment.

The Federal Fiscal Year (FFY) 2023 GME Payment file was updated on Oct. 9, 2024 and can be found under the Non-state Private Hospitals heading on [the Provider Finance website](#).

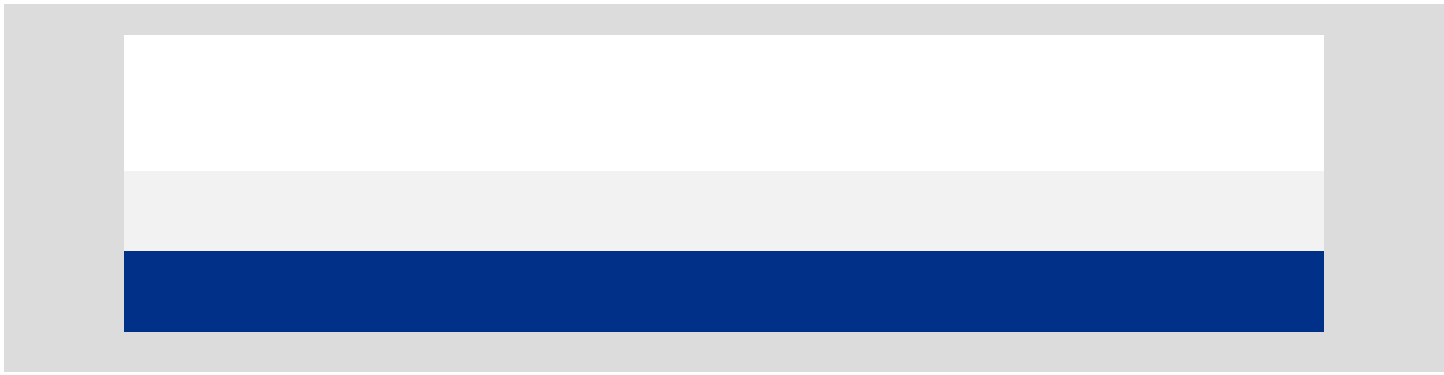
Due to the retroactive nature of this payment, the entire year will be processed at the same time. As such, payment amounts can be found in column R, and the IGT amount that needs to be transferred by sponsoring governmental entities is the amount located in column S of the "Private GME (2023)" tab.

To ensure that all government entities receive this notification, HHSC strongly encourages providers to send this information to any government entity that is completing an IGT on their behalf.

Below are the pertinent dates associated with the 2023 GME retroactive payment:

- Friday, Oct. 25, 2024: Last date to schedule transfer in TexNet
- Monday, Oct. 28, 2024: IGT settlement date
- Tuesday, Nov. 19, 2024: Latest possible payment date

Please be sure to select the GME bucket in TexNet when you enter your IGT. It is imperative that you send a screenshot/PDF copy of the confirmation/trace sheet from TexNet to [the Payments Team](#). TexNet instructions are [available on the Texas Comptroller's website](#).



You have subscribed to get updates about Texas Health and Human Services (HHS). For more information about HHS, [please visit our website](#).

Stay Connected



Subscriber Services
[Manage Preferences](#) | [Unsubscribe](#) | [Help](#)

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



Agenda Date: Tuesday, October 22, 2024

TexNet: Friday, October 25, 2024

Settlement Date: Monday, October 28, 2024

Bucket: GME Bucket

GME Retro FY23 Facility Allocation

TPI	Hospital	Government Entity	IGT Total	% of Funding from GE	IGT from GE
127267603	ST. JOSEPH REGIONAL HEALTH CENTE	BRAZOS COUNTY LPPF	\$ 233,607.28	100%	\$ 233,607.28
			Total		\$ 233,607.28



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Specialty Court NUMBER:

DATE OF COURT MEETING: 10/22/2024

ITEM: Approval requested from Specialty Court for payment of \$3,190.00 to Recovery Healthcare Corp for the use of GPS curfew monitors for the month of September FY 24. A Purchase Order was not obtained in advance.

TO: Commissioners Court

FROM: Lisa Paradis

DATE: 10/16/2024

FISCAL IMPACT: False

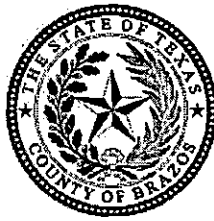
BUDGETED: False

DOLLAR AMOUNT: \$0.00

SOURCE OF FUNDS: The funds would come from Specialty Court Grant Fund 3000, Division 227100 Account 71025000 FY 24

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
INVOICE_1002507.pdf	Invoice 1002507	Cover Memo



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Specialty Court NUMBER:
DATE OF COURT MEETING: 10/22/2024
ITEM: Approval requested from Specialty Court for payment of \$3,190.00 to Recovery Healthcare Corp for the use of GPS curfew monitors for the month of September FY 24. A Purchase Order was not obtained in advance.
TO: Commissioners Court
FROM: Lisa Paradis
DATE: 10/16/2024
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00
SOURCE OF FUNDS: The funds would come from Specialty Court Grant Fund 3000, Division 227100 Account 71025000 FY 24

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
INVOICE_1002507.pdf	Invoice 1002507	Cover Memo

APPROVED

Fancy L Berry 10-22-24
Duane Peters / PRESIDENT Date
County Judge AS



Edit Invoice: 1002507 ?



Validated

Invoice Actions



Save and Close



Last Saved 10/16/2024 10:33 AM

Invoice Header Show Less

General Accounting Tax Additional Information

Identifying PO	Number 1002507	Date 10/3/2024
Business Unit Brazos County	Payment Currency USD - US	Payment Terms Net 30
Payment Business Unit Brazos County	* Amount 3,190.00	Goods Received
Supplier Recovery Healthcare Corp	Payment Currency USD - US Dollar	Invoice Received
Supplier Number 96167	Type Standard	Terms Date 10/3/2024
Supplier Site MAIN-PAY	Description GPS Curfew September FY24	Requester Comments
Supplier Site Address 1090 N Stemmons Frwy, Ste A, ALLAS, TX 75247	— Intercompany invoice	Attachments September GPS Curfew FY 24.pdf
Legal Entity Brazos County, TX	— Allow prepayment application	Note
First-Party Taxpayer ID 74-6000433	— Net of Retainage	
Invoice Group		

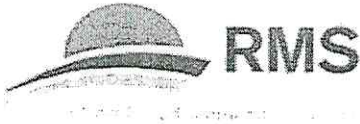
Lines ?

Match Invoice Lines

Taxes

Totals

Items	Freight	Miscellaneous	Tax	Included Prepayments	Total
3,190.00	0.00	0.00	0.00	0.00	3,190.00
		Retainage	Withholding	Applied Prepayments	Due
		0.00	0.00	0.00	3,190.00



Invoice

Page 1 of 2

9090 N STEMMONS FRWY STE A
 DALLAS TX 75247-3521
 (214) 819-1400
 Toll Free (844) 909-8555
 www.recoveryms.com

Invoice # 10025407
 Acct. No. 2079317088
 Due Date 10/3/2024
 Memo AUGUST 2024
 Invoice Message

Bill To
BRAZOS COUNTY JUDGE ZACHARY
202 E 27TH ST
BRYAN TX 77803-3980

To pay by credit card or
 to view your account
 balance, please visit
 www.recoveryms.com or
 give us a call at
 214-819-1400.

GPS Daily Service	0	*****GPS BILLING*****	10.00	0.00
GPS Daily Service	30	Daily fee for GPS monitoring - ACTIVE	10.00	300.00
GPS Daily Service	25	Daily fee for GPS monitoring - ACTIVE	10.00	250.00
GPS Daily Service	25	Daily fee for GPS monitoring - ACTIVE	10.00	250.00
GPS Daily Service	2	Daily fee for GPS monitoring - ACTIVE	10.00	20.00
GPS Daily Service	30	Daily fee for GPS monitoring - ACTIVE	10.00	300.00
GPS Daily Service	30	Daily fee for GPS monitoring - ACTIVE	10.00	300.00
GPS Daily Service	30	Daily fee for GPS monitoring - ACTIVE	10.00	300.00
GPS Daily Service	30	Daily fee for GPS monitoring - ACTIVE	10.00	300.00
GPS Daily Service	30	Daily fee for GPS monitoring - ACTIVE	10.00	300.00
GPS Daily Service	5	Daily fee for GPS monitoring - ACTIVE	10.00	50.00
GPS Daily Service	5	Daily fee for GPS monitoring - ACTIVE	10.00	50.00
GPS Daily Service	16	Daily fee for GPS monitoring - ACTIVE	10.00	160.00
GPS Daily Service	5	Daily fee for GPS monitoring - ACTIVE	10.00	50.00
GPS Daily Service	20	Daily fee for GPS monitoring - ACTIVE	10.00	200.00
SCRAM - Daily Rate	0	*****SCRAM BILLING*****	12.00	0.00
SCRAM - Daily Rate	30	Daily rate for monthly service billing -	12.00	360.00



Invoice

Page 2 of 2

9090 N STEMMONS FRWY STE A
DALLAS TX 75247-3521
(214) 819-1400
Toll Free (844) 909-8555
www.recoveryms.com

Invoice # 10025407
Acct. No. 2079317088

Invoice #	Invoice Date	Invoice Amount	Invoice Type	Invoice Status	Invoice Description

Total for this Invoice **\$3,190.00**

Invoice #	Invoice Date	Invoice Amount	Invoice Type	Invoice Status	Invoice Description
3,190.00	0.00	5,964.00	0.00	980.00	\$10,134.00

RECOVERY MONITORING SOLUTIONS, LLC

Remittance Slip

Customer	2079317088 BRAZOS C...
Invoice #	10025407
Amount Due	\$3,190.00
Amount Paid	_____

Make Checks Payable To
RECOVERY MONITORING SOLUTIONS
9090 N STEMMONS FRWY STE A
DALLAS TX 75247-3521





**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Brazos County Sheriff's Office NUMBER:

DATE OF COURT MEETING: 10/22/2024

ITEM: Approval requested from the Sheriff's Office to participate with the cities of Bryan and College Station in the 2024 Byrne Justice Assistance Grant (JAG) Program Award.

TO: Commissioners Court

FROM: Paul Martinez

DATE: 10/16/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
JAG_ILA.pdf	JAG ILA	Cover Memo
JAG_Memo.pdf	JAG Memo	Cover Memo

INTERLOCAL AGREEMENT BETWEEN BRAZOS COUNTY, THE CITY OF COLLEGE STATION, AND THE CITY OF BRYAN FOR THE 2024 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

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

WHEREAS, the County, College Station, and Bryan intend to submit a joint application for grant funds under the U.S. Department of Justice's 2024 Edward Byrne Memorial Justice Assistance Grant Program ("JAG"); and

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

WHEREAS, the parties agree that Bryan will serve as the applicant/fiscal agent for the joint application; and

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

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

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

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

WHEREAS, the parties find that upon receipt of the JAG award, it is in their best interest to allocate the JAG award according to the dollar amounts and purposes indicated in this Agreement;

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

1. Bryan agrees to pay the County a total of \$6,578.40 from the JAG funds.
2. The County agrees to use the \$6,578.40 for the purpose of supporting local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information technology, research and evaluation activities that will improve or enhance law enforcement programs.
3. Bryan agrees to pay College Station a total of \$14,370.10 from the JAG funds.

4. College Station agrees to use \$14,370.10 for the purpose of supporting local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information technology, research and evaluation activities that will improve or enhance law enforcement programs.
5. Bryan agrees to retain a total of \$22,907.50 from the JAG funds.
6. Bryan agrees to use \$22,907.50 for the purpose of supporting local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information technology, research and evaluation activities that will improve or enhance law enforcement programs.
7. The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.
8. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.
9. No party shall have the right to direct or control the conduct of the other parties with respect to the duties and obligations of each party under the terms of this Agreement.
10. Each entity shall ensure that all applicable laws and ordinances have been satisfied.
11. **Effective Date and Term.** This Agreement shall be effective when signed by the last party who's signing makes the Agreement fully executed and will remain in full force and effect for the four (4) year term of the 2024 JAG program award.
12. **Indemnification** Subject to the limitations as to damages and liability under the Texas Tort Claims Act, and without waiving its governmental immunity, each party to this Agreement agrees to hold harmless each other, its governing board, officers, agents and employees for any liability, loss, damages, claims or causes of action caused, or asserted to be caused, directly or indirectly by any other party to this Agreement, or any of its officers, agents or employees as a result of its performance under this Agreement.
13. **Consent to Suit.** Nothing in this Agreement will be construed as a waiver or relinquishment by any party of its right to claim such exemptions, privileges and immunities as may be provided by law.
14. **Invalidity:** If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.
15. **Written Notice.** Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the business address as listed herein.

CITY OF BRYAN:

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

CITY OF COLLEGE STATION:

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

BRAZOS COUNTY:

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

16. **Entire Agreement.** It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. Nor oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.
17. **Amendment.** No Amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.
18. **Texas Law.** This Agreement has been made under and shall be governed by the laws of the State of Texas.
19. **Place of Performance.** Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.
20. **Authority to Enter Contract.** Each party has the full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective corporations.
21. **Waiver.** Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in anyway affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse any other different or subsequent breach.
22. **Agreement Read.** The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.
23. **Assignment.** This Agreement and the rights and obligations contained herein may not be assigned by any party without the prior written approval of the other parties to this Agreement.
24. **Multiple Originals.** It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

[SIGNATURE PAGES FOLLOW]

EXECUTED this the _____ day of _____, 2024.

CITY OF BRYAN

APPROVED:

Bobby Gutierrez, Mayor

APPROVED FOR COUNCIL:

Kean Register, City Manager

ATTEST:

Melissa Brunner, City Secretary

APPROVED AS TO FORM:

Thomas A. Leeper, City Attorney

EXECUTED this the _____ day of _____, 2024.

CITY OF COLLEGE STATION

APPROVED:

Mayor

APPROVED FOR COUNCIL:

City Manager

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

Assistant City Attorney/CFO

EXECUTED this the 22ND day of OCTOBER, 2024.

COUNTY OF BRAZOS

APPROVED:

Tracy Perry
County Judge

APPROVED AS TO FORM:
[Signature]
Counsel for Brazos County

ATTEST:

Karen McDuen
County Clerk

By: Ante Peter Brown
Chief Deputy



BRAZOS COUNTY OFFICE OF THE SHERIFF

WAYNE DICKY, SHERIFF

PAUL MARTINEZ, CHIEF DEPUTY OF ENFORCEMENT
KEVIN STUART, CHIEF DEPUTY OF CORRECTIONS

1700 WEST STATE HIGHWAY 21
BRYAN, TEXAS 77803-1300

October 16, 2024

The Honorable Judge Duane Peters
The Honorable Commissioner Steve Aldrich
The Honorable Commissioner Chuck Konderla
The Honorable Commissioner Nancy Berry
The Honorable Commissioner Wanda Watson

Re: Request for Approval of the Inter-local Agreement in support of the 2024 Bryne JAG Budget Submission Hearing.

Dear Members of the Court:

AGENDA ITEM DESCRIPTION: Approval for the Inter- Local Agreement between Brazos County, City of Bryan, and College Station in support of the 2024 Bryne Justice Assistance Grant Program.

SUMMARY STATEMENT: This is a share of the funds that the cities of Bryan and College Station will receive through the 2024 Bryne JAG Program. The cities have shared this grant with us since 2005, and in the past we have used the monies to purchase and upgrade law enforcement equipment utilized by the Sheriff's Office.

I request the Commissioners Court approve the Inter-local Agreement.

Please let me know if there is further information you might require.

Sincerely,

Paul Martinez
Chief Deputy Sheriff
Brazos County Sheriff's Office





**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Purchasing NUMBER:
DATE OF COURT MEETING: 10/22/2024
ITEM: Approval of the Brazos County Purchasing Department Uniform Policy.
TO: Commissioners Court
FROM: Kaitlyn Battles
DATE: 10/17/2024
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
Purchasing Uniform Policy.pdf	Policy	Backup Material

Brazos County Purchasing Uniform Policy

Adopted: October 22, 2024

Uniforms will be provided to all Brazos County Purchasing employees, when they are officially employed, to wear as specified herein. Uniforms will help provide a professional appearance and clearly distinguish employees as Brazos County Purchasing Employee. The uniform is intended to aid in the ease of identification of Brazos County Purchasing employees while conducting County business.

When hired, Full time staff is issued a uniform dress shirt and a lightweight jacket or equivalent to wear bearing the Brazos County Purchasing logo, while they are officially at work, traveling for work, or any form work related events only.

Updated uniforms will be purchased yearly.

All Brazos County Purchasing uniforms provided must be kept clean and always worn in a presentable manner reflecting a professional and positive image of the Brazos County Purchasing Department. Uniforms should be worn with the appropriate personal clothing that presents a professional and positive image of the Brazos County Purchasing Department.

Damaged uniforms should be repaired by the employee if possible. If repair is not feasible, the uniform shall be retired, and is up to management if replacement is necessary. Employees will be responsible for damage not caused by normal wear and tear while working.

Employees are required to wear either their dress shirt or jacket at a minimum of one (1) time per week, while representing the Purchasing Department for official business only. This can include pre-bid, pre-proposal, site walks, conferences, meetings, etc. The uniform garments will not be worn for non-official use or activities, including those that would not be acceptable Monday through Friday during normal work hours. Violations of this policy can range from verbal warning to written reprimand.

Employees must return all assigned uniform items in their possession to the Brazos County Purchasing department before their last day of employment with the Purchasing Department.

Approved by Commissioner's Court on this 22 day of October 2024 by
Nancy J. Perry holding the position of County Judge
Presiding



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 10/22/2024

ITEM: Approval of variance to the Brazos County Comp Time policy to allow Elections Administration staff to be paid overtime.

TO: Commissioners Court

DATE: 09/19/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

Description

Type

[Variance_for_2024.pdf](#)

Variance

Cover Memo



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING:

10/22/2024

ITEM:

Approval of variance to Brazos County Comp Time policy to allow Elections Administra staff to be paid overtime.

TO:

Commissioners Court

DATE:

09/19/2024

FISCAL IMPACT:

False

BUDGETED:

False

DOLLAR AMOUNT:

\$0.00

ATTACHMENTS:

File Name

Description

Type

Variance_for_2024.pdf

Variance

Cover Memo

APPROVED

Trancy F. Perry / 10/22/24
 Duane Peters / Date
 County Judge / *Presiding*



TRUDY HANCOCK, REO, CERA
ELECTIONS ADMINISTRATOR
300 E WM J BRYAN PRKWY,
SUITE 100
BRYAN TX 77803
(979) 361-5770
(979) 361-5779 (Fax)

BRAZOS COUNTY

TO: Honorable Judge Duane Peters
Honorable Commissioner Steve Aldrich
Honorable Commissioner Chuck Konderla
Honorable Commissioner Nancy Berry
Honorable Commissioner Wanda Watson

FROM: Trudy R. Hancock, REO, CERA
Elections Administrator

DATE: October 22, 2024

RE: Variance of Comp Time Policy

The Elections Administration Office will be holding the November 2024 General/Special Election in conjunction with City of Bryan General Election and City of College Station General/Special Elections on November 5, 2024.

I am requesting a variance to the Brazos County Comp-Time policy (Section 4.07). I request to pay my staff for over-time accrued from October 21 through December 29, 2024 as it is accrued. Staff will not have adequate time to use any comp-time earned during this period prior to the end of the year.

Thank you for your consideration in this matter.



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Human Resources NUMBER:

DATE OF COURT MEETING: 10/22/2024

ITEM: Approval of the following Job Description:
• a. Road and Bridge - B2608 - Project Coordinator

TO: Commissioners Court

DATE: 10/17/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

Description

Type

[Road and Bridge - B2608 - Project Coordinator.docx](#)

Approval of the following Job Description: Road and Bridge - B2608 - Project Coordinator

Backup Material



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

Tranay J. Perry / 10/22/24
Duane Peters / *Presiding Date*
County Judge / *as*

Class Number:	B2608	Title:	Project Coordinator
Pay Group:	23	Department:	Road & Bridge
FLSA Status:	Exempt	Reports To:	County Engineer
Approved Date:	10/22/2024	EEOC Category:	Officials and Administrators

General Summary:
The Project Coordinator is responsible for overseeing and coordinating various construction projects within the county's Road and Bridge Department. This role involves managing the planning, design, and execution of construction projects to ensure they are completed on time, within budget, and in compliance with all relevant regulations and standards.

- Essential Duties:**
- Project Planning and Coordination:
 - Coordinates with Engineers, Consultants, and other stakeholders to develop plans, including scope, budget, and resources.
 - Coordinate with engineers, contractors, and other stakeholders to ensure project alignment with goals and objectives.
 - Monitor project progress and adjust as needed to meet deadlines and budget constraints.
 - Budget and Resource Management:
 - Prepare and manage project budgets, ensuring costs are tracked and controlled.
 - Allocate resources efficiently and effectively to meet project demands.
 - Identify and mitigate financial risks associated with projects.
 - Compliance and Quality Assurance:
 - Ensure all construction activities comply with local, state, and federal regulations and standards.
 - Conduct regular site inspections to ensure quality and safety standards are met.
 - Address any non-compliance issues promptly and effectively.
 - Communication and Reporting:
 - Serve as the primary point of contact for all project-related communications.
 - Provide regular updates to senior management, stakeholders, and the public on project status and progress.
 - Prepare detailed reports on project performance, including milestones, issues, and resolutions.
 - Contract Management:
 - Oversee the procurement process for contractors and vendors.
 - Negotiate contracts and manage contractor performance to ensure adherence to project specifications.
 - Address any contractual issues or disputes that arise during the project lifecycle.
 - Risk Management:
 - Identify potential project risks and develop mitigation strategies.
 - Monitor risk factors throughout the project and implement corrective actions as necessary.
 - Ensure all safety protocols are followed on construction sites.

Other Duties as assigned.

<i>Supervision</i>	
Received:	From County Engineer & Capital Project Manager
Given:	Assists Capital Project Manager in effective management of Capital projects. Coordinates with General Superintendent, GIS Manager; ROW Agent; Drainage Management Specialist, the Traffic Sign Supervisor as required.

<i>Education</i>	
Required:	A secondary degree (high school diploma, associate's degree, or the global equivalent) with at least six years of construction management/project management experience.
Preferred:	Bachelor's degree in civil engineering, Construction Management, or a related field.

<i>Experience</i>	
Required:	<ul style="list-style-type: none"> • Experience with municipal or county government projects. • Familiarity with Texas Department of Transportation (TxDOT) standards and procedures. • Minimum of 5 years of experience in construction project management or coordination, preferably in public works or road and bridge projects.
Preferred:	Three (3) years of Professional Engineering experience

Certificates, Licenses, Registrations	
Required:	Class C Driver's License (valid),
Preferred:	Certification as a Construction Manager by the Construction Management Association of America (CMAA) and/or certification as a Project Management Professional by the Project Management Institute (PMI), Have a Professional Engineering License or ability to acquire one within 6 months of hire date.

Physical Demands	
Typical:	The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is regularly required to sit; use hands and arms; and talk and hear. The employee frequently is required to stand and walk. The employee must occasionally lift and/or move objects weighing up to 40lbs, such as containers, or other similar objects. Specific vision abilities required by this job include close vision, and ability to adjust focus. Employee must occasionally drive to offsite locations.

Knowledge, Skills, & Abilities	
Typical:	<p>Knowledge of:</p> <ol style="list-style-type: none"> 1. Capital construction project management principles, processes, systems and techniques. 2. Public works project funding and budgeting, objective development and work planning/scheduling. 3. Practices of civil engineering, infrastructure design and construction. 4. Federal, state and local laws, codes and regulations regarding public works construction. 5. Trends, approaches and problem-solving techniques used in construction, engineering, inspection and compliance processes. 6. Modern methods of construction and design concepts. 7. Techniques, equipment and materials used in public works construction and major maintenance. 8. Information technology and computer capabilities applicable to functional responsibilities. 9. Methods and techniques of community involvement, decision-making processes and group processes. 10. Principles and practices of team leadership. <p>Ability to:</p> <ol style="list-style-type: none"> 1. Plan, organize, assign, coordinate, review and evaluate the work of professional, technical, consultant and administrative support staff. 2. Prepare, administer and monitor a project budget and anticipate future budgetary needs. 3. Develop persuasive oral presentations of ideas and recommendations. 4. Interpret and apply complex rules, regulations, laws and ordinances. 5. Provide assistance and project management oversight on assigned projects. 6. Analyze technical design engineering, construction engineering and surveying problems. 7. Evaluate alternative project approaches and adopt effective solutions. 8. Prepare accurate and detailed written material, including staff and administrative reports. 9. Analyze policies, proposed code amendments and changes to established programs and policies. 10. Exercise sound, independent judgment and initiative within established guidelines. 11. Establish and maintain effective working relationships with a diverse workforce. 12. Interact effectively to problem-solve and partner with internal and outside departments and contractors

Work Environment	
Typical:	The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually moderate. The employee is constantly required to work closely with others as a part of a team, and to perform multiple tasks simultaneously. The employee is frequently required to perform tedious and exacting work, and to switch from one task to another. The employee is occasionally required to work under pressure to meet deadlines.



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Purchasing

NUMBER:

DATE OF COURT MEETING: 10/22/2024

ITEM: Approval of Diners Club credit card to be issued to County Commissioners Court employee Aubrey Leggett with a limit of \$2,000.00 for various conferences and reservations.

TO: Commissioners Court

FROM: Presley Nelson

DATE: 10/17/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

Description

Type

[Card Request- Leggett.pdf](#)

Card Request

Backup Material



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Purchasing NUMBER:
DATE OF COURT MEETING: 10/22/2024
ITEM: Approval of Diners Club credit card to be issued to County Commissioners Court employee Aubrey Leggett with a limit of \$2,000.00 for various conferences and reservations.
TO: Commissioners Court
FROM: Presley Nelson
DATE: 10/17/2024
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
Aubrey_Leggett.pdf	Application	Backup Material
Card_Request- Leggett.pdf	Card Request	Backup Material

APPROVED

Nancy Peters 10/22/24

Duane Peters / Date
County Judge / PRESIDING AS



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 10/22/2024

ITEM: Approval of FY 2025 Community Support Contract with the Salvation Army.

TO: Commissioners Court

DATE: 10/16/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

[Salvation Army.pdf](#)

Description

Salvation Army

Type

Cover Memo

**FUNDING AGREEMENT
BETWEEN BRAZOS COUNTY AND
SALVATION ARMY**

THIS FUNDING AGREEMENT ("Agreement") IS ENTERED INTO BY AND BETWEEN **BRAZOS COUNTY, TEXAS**, acting by and through its duly elected County Commissioners (hereinafter "County"), and the **SALVATION ARMY** (hereinafter "Agency"), located in Bryan, Texas, and is effective October 1, 2024.

RECITALS

WHEREAS, AGENCY serves all seven counties of the Brazos Valley (Brazos, Burleson, Grimes, Leon, Madison, Robertson, and Washington), and;

WHEREAS, AGENCY provides disaster relief services and assistance in preventing homelessness to those in need through a food pantry, clothing vouchers, rental assistance, and utility assistance, and;

WHEREAS, the short term and long term goals of AGENCY include expanding the Pathway of Hope program to assist more families in ending the cycle of poverty and becoming self-sufficient members of society, and;

WHEREAS, the County shares this common goal and desires to assist the Salvation Army in its efforts.

WHEREAS, the County is responsible for declaring and responding to disasters when they occur:

NOW THEREFORE, the parties agree to the following terms and conditions to provide such support services.

AGREEMENT

TERM

This Agreement shall be for a term of twelve (12) months, commencing on the 1st day of October 2024, and terminating on the 30th day of September 2025.

CANCELLATION

This Agreement may be canceled by any parties hereto upon sixty (60) days written notice as provided herein.

USE OF COUNTY FUNDS

Funds to be furnished to AGENCY as stated herein be used to offset operational costs of social service programs for rental assistance, utility assistance, food pantry and educational expenses.

COUNTY'S LIABILITY FOR PAYMENT

The County, for and in consideration of the services provided to County, hereby agrees to pay AGENCY a total payment of **Twenty-Five Thousand Dollars (\$25,000.00)** ("Funds") for the year beginning **October 1, 2024, and ending September 30, 2025.** Payment of such sum will be paid upon receipt of invoice.

RESPONSIBILITIES OF AGENCY

AGENCY will be responsible for providing the following services pursuant to this Agreement:

1. Maintaining this Agreement;
2. Providing Services;
3. Maintaining data files on clients and the Services provided thereto;
4. Respond to any and all inquiries by the County.
5. AGENCY agrees that the County, or its designated representative, shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. AGENCY agrees to maintain such records for possible audit for a minimum of three (3) years after the termination date of this Agreement unless a longer period of records retention is stipulated. AGENCY agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. AGENCY agrees that the County, or its designated representative, shall further have the right to review and to copy any records and supporting documentation for prior years in which the County provided funds to the AGENCY under prior Agreements. Any audit will be conducted by County personnel or an independent third party, as determined by the Brazos County Commissioners Court. If the Brazos County Commissioners Court determines that the audit will be conducted by an independent third party, all costs and expenses associated with said audit will be solely paid for by the AGENCY.
6. Brazos County Commissioners Court may, in its sole discretion, require that an independent financial audit be performed on the records of the AGENCY. If an independent financial audit is performed, a management letter will be

prepared by the auditor as part of the process and a copy of said management letter shall be delivered to the Brazos County Commissioners Court. The management letter shall identify issues that might not otherwise require disclosure in the AGENCY's annual financial report, but which are of concern to or under the suggestion of the auditor. If the Brazos County Commissioners Court determines that the audit will be conducted by an independent third party, all costs and expenses associated with said audit will be solely paid for by the AGENCY.

7. AGENCY will provide the County with any and all certified audits conducted by AGENCY, and the management letter prepared in connection therewith;
8. AGENCY will provide the Commissioners Court with annual and quarterly statistics evidencing the number of Brazos County residents using the AGENCY's Services at the end of each calendar quarter.

RESPONSIBILITY OF COUNTY

The County shall be responsible for the following duties and requirements:

1. Provide County Funds.
2. Conduct a review of the AGENCY's performance in providing the Services to be provided hereunder in order to assess County's continued participation in the funding of the AGENCY.

RECORD RETENTION

The AGENCY shall be responsible for record keeping on all Services provided to those individuals using its services and all financial records. The AGENCY agrees to maintain and make available for inspection by the County upon request, consistent with personal privacy and, subject to the limitation of state law, any and all records the County determines, in its sole discretion, to be necessary for the County to justify its continued participation in supporting the AGENCY with Funds. Such records shall be retained for at least three (3) years from the date the service was provided. These records shall be made available for inspection and audit by the County if it so desires.

DISCRIMINATION

The AGENCY shall not discriminate against any employee or applicant for employment because of race, color, sex, or national origin. The AGENCY shall take affirmative action to ensure that applicants who are employed are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The

AGENCY agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

INDEMNITY

The parties hereto agree to indemnify one another for and hold one another harmless from and against all suits, claims, demands, liabilities, or actions resulting or alleged to result from the breach, violation or non-performance of the services stated herein and for any damage to any person resulting from any action, omission, or negligence on the part of each party hereto.

INSURANCE

The parties hereto agree that the **AGENCY** shall be an independent contractor and not an employee or agent of the County, and that each shall maintain at its own expense, adequate liability insurance to insure against damages and liabilities which may arise due to the duties and obligations contracted for herein.

COUNTY INVOLVEMENT

The County and **AGENCY** state that to the best of their knowledge, no officer, agent, or employee of the County who exercises any function or responsibility in connection with the carrying out of this Agreement or the Services to which it relates has personal interest, direct or indirect, in this Agreement.

GOVERNING LAW

This Agreement shall be governed by the laws of the State of Texas and venue shall lie exclusively in Brazos County, Texas. The Parties agree that all obligations under this Agreement are performable in Brazos County, Texas and that this Agreement has been executed in Brazos County, Texas. Venue shall lie exclusively in Brazos County, Texas, notwithstanding anything to the contrary.

TERMINATION

AGENCY or County may unilaterally terminate this Agreement, at any time and for any reason, or no reason, by giving the other sixty (60) calendar days prior written notice.

In the event of termination **AGENCY** agrees to return funds to County of a pro rata basis based on a twelve (12) month calculation.

NOTICES

All notices required to be given hereunder shall be deemed to be duly given by delivering such notice or by mailing it, certified mail RRR to the other party at the following addresses:

Salvation Army
2506 Cavitt Ave.
Bryan, Texas 77801

Brazos County Commissioners Court
County Administration Building
200 So. Texas Ave., Suite 310
Bryan, Texas 77803

FURTHER ASSURANCES

Each party hereto agrees to perform any further acts and to execute and deliver any further documents which may be necessary to carry out the provisions of this Agreement.

SEVERABILITY

In the event that any provisions or portion of this Agreement are held to be unenforceable or invalid, the validity and enforceability of the remaining provisions or portions shall not be affected.

ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understanding, oral or written, between or among the parties hereto, relating to the subject matter of the Agreement, which are not fully expressed herein.

ASSIGNABILITY

This Agreement is not assignable by the AGENCY without the prior written consent of the County.

In witness whereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Brazos County

Salvation Army

Tracy J Berry
Duane Peters, County Judge/
Presiding

10-22-2024
Date

X Stephen Ellis
Stephen Ellis
Treasurer
10-14-24
Date

ATTEST:

Karen McQueen
Karen McQueen, County Clerk
By: Ashlie Peters-Bourne
Chief Deputy



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Purchasing NUMBER:
DATE OF COURT MEETING: 10/22/2024
ITEM: Approval of Deductive Change Order #1 to CIP #24-513 Exterior Access Stairs with JaCody Construction for unused contingency in the amount of \$12,615.00, decreasing the project amount to \$439,065.00.
TO: Commissioners Court
FROM: Presley Nelson
DATE: 10/16/2024
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
Partly Executed Change Order #1.pdf	Change Order #1	Backup Material
Fully Executed Contract - JaCody Construction.pdf	Original Contract	Backup Material
Tabulation - Approved.pdf	Tabulation	Backup Material



PCCO #004

JaCody Construction, LP
 10770 Hwy 30
 College Station, Texas 77845
 Phone: (979) 774-5613
 Fax: (979) 774-5693

Project: 1087 - Brazos Co. Exterior Access Stairs
 300 E 26th Street
 Bryan, Texas 77803

Prime Contract Change Order #004: Contingency Reconciliation

TO:	Brazos County 200 South Texas Ave, Ste 352 Bryan, Texas 77803	FROM:	JaCody Construction, LP JaCody Construction, LP 10770 State Highway 30 Suite 400 College Station, Texas 77845
DATE CREATED:	10/16/2024	CREATED BY:	Jeff Day (JaCody Construction, LP)
CONTRACT STATUS:	Pending - In Review	REVISION:	0
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:	10/23/2024	REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
SCHEDULE IMPACT:	0 days	EXECUTED:	No
REVISED SUBSTANTIAL COMPLETION DATE:		SIGNED CHANGE ORDER RECEIVED DATE:	
CONTRACT FOR:	1:Brazos County Exterior Access Stairs	TOTAL AMOUNT:	(\$12,615.00)

DESCRIPTION:
 CE #009 - Contingency Reconciliation
 Credit for unused contingency funds.

ATTACHMENTS:

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
004	Contingency Reconciliation	0 days	(\$12,615.00)
Total:			(\$12,615.00)

CHANGE ORDER LINE ITEMS:

PCO # 004: Contingency Reconciliation

#	Budget Code	Description	Amount
1	01-2131.O Owner Contingency	Contingency Reconciliation	(\$12,615.00)
Grand Total:			(\$12,615.00)

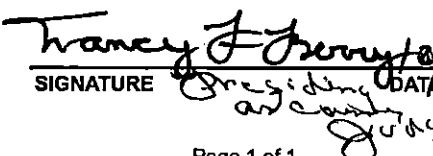
The original (Contract Sum)	\$451,680.00
Net change by previously authorized Change Orders	\$0.00
The contract sum prior to this Change Order was	\$451,680.00
The contract sum would be changed by this Change Order in the amount of	(\$12,615.00)
The new contract sum including this Change Order will be	\$439,065.00
The contract time will not be changed by this Change Order.	

Zack Morris (Burditt Consultants)
 105 N. Main St., Ste. 123
 Bryan, Texas 77803

Brazos County
 200 South Texas Ave, Ste 352
 Bryan, Texas 77803

JaCody Construction, LP
 JaCody Construction, LP 10770 State
 Highway 30 Suite 400
 College Station, Texas 77845

 10/16/24
 SIGNATURE DATE

 10/16/24
 SIGNATURE DATE
*President
 and county judge*

 10/16/24
 SIGNATURE DATE

CONSTRUCTION CONTRACT

AGREEMENT

FOR BRAZOS COUNTY EXTERIOR

ACCESS STAIRS

RFP # CIP 24-513

BRAZOS COUNTY, TEXAS

TABLE OF ARTICLES

1. General Provisions
2. Owner
3. Contractor
4. Administration of the Contract
5. Subcontractors
6. Construction by Owner or by Separate Contractors
7. Changes in the Work
8. Time
9. Payments and Completion
10. Protection of Persons and Property
11. Insurance and Bonds
12. Uncovering and Correction of Work
13. Miscellaneous Provisions
14. Termination or Suspension of the Contract
15. Access to the Work
16. Standards
17. Prohibition against personal interest in the Contract
18. Prevailing Wage Rates
19. Authority to Contract

AGREEMENT FOR CONSTRUCTION OF BRAZOS COUNTY EXTERIOR ACCESS STAIRS

This Agreement for the construction of the EXTERIOR ACCESS STAIRS, Brazos County, Texas, in the amount of **FOUR HUNDRED, FIFTY ONE THOUSAND, SIX HUNDRED, AND EIGHTY DOLLARS (\$451,680.00)** is entered into this 9 day of January 2024 by and between **BRAZOS COUNTY, TEXAS** (hereafter referred to as "Owner"), 200 South Texas Ave., Suite 352, Bryan, Texas 77803, and **JACODY CONSTRUCTION, LP** (hereinafter referred to as "Contractor"). The EXTERIOR ACCESS STAIRS is hereinafter referred to as the "Project." The Architect for the Project is the firm of **BURDITT CONSULTANTS, LLC** and is hereinafter referred to as "Architect."

ARTICLE 1 **GENERAL PROVISIONS**

1.1. BASIC DEFINITIONS

1.1.1 THE COMPLETE CONTRACT DOCUMENTS: The complete Contract Documents ("Contract Documents") consist of the Agreement between Owner and Contractor (hereinafter the "Agreement"), Conditions of the Contract (General, Supplementary and other Conditions), all documents included in **RFP # CIP 24-513** and the Drawings, Project Manual, and Bid Specifications, as well as Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract.

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

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

1.1.3 THE WORK: The term "Work" means the construction and services required by the Contract, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill

the Contractor's obligations. The Work may constitute the whole or a part of the Project. Although not indicated, "Work" includes providing supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure, complete and functional installation.

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

1.1.4.1 SUMMARY OF THE WORK: This project consists of the fabrication and installation of self-supporting roof access stairs at three (3) Brazos County Building locations. The buildings are: 1. The Brazos Center, located at 3232 Briarcrest Drive, Bryan, Texas 77802; 2. The Brazos County Health District, located at 201 North Texas Avenue, Bryan Texas 77803; and 3. The Brazos County Juvenile Justice Center, located at 1904 West State Highway 21, Bryan, Texas 77803. Each roof access stair will be shop fabricated and assembled on site. Each stair will have a davit crane for loading and unloading equipment, tools, or vehicles onto the roof from the ground level. Each stair will also have a security gate at the base that will be accessible only to Brazos County staff.

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

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

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

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

- .1 **Provide:** shall be understood to mean: "Furnishing of all labor, materials, equipment, transportation, and services referred to and installation of the materials, equipment, and other items referred to, all in compliance with the requirement of the Contract Documents and applicable Federal, State, and local laws and ordinances as well as requirements of Federal, State, and local authorities having jurisdiction at the site of the Work."
- .2 **Required:** shall be understood to refer to the requirements of the contract Documents unless its use in a sentence clearly implies a different interpretation.

- .3 Where "as shown," "as indicated," "as noted," and similar terms are used, it shall be understood that reference to the Contract Drawings is made, unless their use in a sentence clearly implies a different interpretation.
- .4 Where the terms "Plans" or "Drawings" are used, they shall be understood to include drawings, details and schedules as applicable.
- .5 **Construction Time:** the number of calendar days required to perform the work. Refer to Sections 8.1.1 and 8.1.2.
- .6 **Day:** A calendar day beginning and ending at 12:00 midnight.
- .7 **Equal; approved equal; Architect approved; acceptable; approved; satisfactory; required; directed; instructed:** Such terms and related phrases shall relate to the opinions and interpretations of the Contract Documents by the Architect, unless otherwise stated, and shall be limited in authority and responsibility as defined under this Agreement and the contract between the Architect and Owner.
- .8 **Date of Final Completion:** The date when Architect and Owner find all the work of the Contract documents acceptable and the Contract fully performed.
- .9 **Occurrence:** Is defined as follows for purpose of insurance – An event which occurs during the policy period, or a continuous or repeated exposure to conditions which result, during the policy period in bodily injury, sickness or disease, or injury to or destruction of property, excluding injuries or deaths of one or more persons or organizations, including the loss of use thereof, resulting from a common cause or from exposure to substantially the same general condition existing at or emanating from each location shall be deemed to result from one occurrence.
- .10 **Not-In-Contract (N.I.C.):** Work not included in this Contract.
- .11 **And/or:** Shall mean both "and" and "or" and shall be enforceable by Owner when read in either manner.
- .12 **General Contractor:** Same as Contractor.
- .13 **Material Man; Material Supplier:** Anyone that supplies material only and does not perform any labor at the site of the work.
- .14 **Timely Change:** A change in the work that can be arranged before the particular item of work has required the expenditure of any non-recoverable costs by the Contractor and/or subcontractors.
- .15 **Late Change:** A change in the work that cannot be performed before the particular item of work that requires the expenditure of some non-recoverable cost after shop drawings, samples and/or schedules related to the change have been reviewed and found acceptable.

- .16 Prompt:** Promptly and similar terms shall be held to refer to a time period of not less one week or more than two weeks.
- .17 Addendum:** A change to the Construction Documents (General Documents, Specifications, and Drawings) issued prior to the execution of the Agreement.
- .18 Agreement/Contract:** Agreement/Contract means the same and are used interchangeably throughout this document. This Agreement/Contract is the signed agreement between Owner and Contractor for the performance of the Work.
- .19 Critical Path:** The project's tasks that will cause the project end date to be delayed if they are delayed. The word "critical" does not imply how important a task is; a task is critical solely because it must occur as scheduled for the project to finish on time.
- .20 Furnish:** Unless specifically limited in context, the word "furnish" and any derivatives thereof mean: deliver indicated items, materials, equipment, apparatus, appurtenances and all items necessary for a complete and proper installation to Project site and stored in secure locations.
- .21 Install:** "Install" and any derivatives thereof mean; incorporated indicated items, materials, equipment, apparatus, appurtenances and all items necessary for the Work including all necessary labor, materials and connections to perform a properly and complete installation ready for operation of use, including but not limited to unpacking and assembly, if necessary.
- .22 The Contractor Shall:** In the interest of conciseness; sentences, statements and clauses may be verb phrases with expressed verbs such as "furnish," "install," "provide," "construct," "erect," "comply," "apply," "submit," etc. Any such sentences, statements and clauses are to be interpreted to include the applicable form of the phrase "the Contract shall" preceding the expressed verb, with the requirements described interpreted as mandatory elements of the Contract.
- .23 Evaluation:** "Evaluation" and any derivative thereof, as used in reference to Architect mean; to become generally familiar with the progress and quality of the portion of Work completed to determine in general if it is being performed in a manner indicating that the Work when completed may be occupied or utilized by the Owner for its intended use. Such evaluations shall be based on what is plainly visible at the construction site during periodic visits to the Project, and without the removal of material or other Work that is in place.
- .24 Inspect:** "Inspect" and any derivative thereof, as used in reference to the Architect shall mean; Type of evaluation that a reasonably prudent Architect, in the exercise of ordinary care, would make to determine if the

Work is in general accordance with the Contract Documents; they are not "inspections" as would necessarily disclose a defect.

- .25 See:** In the interest of conciseness, references to specification sections and details are preceded by the word "see." Any such references are to be interpreted to include applicable form of phrase "...and comply with."

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

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

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

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

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

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

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

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

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

1.2.8 Reference Guarantees: When reference standards are made a part of the

requirements, the warranties and guarantees they contain shall apply, except for the portions that are less stringent than those required by the Contract Documents or imply or state exclusions, limitations or waivers that are inconsistent with the requirements of the Contract Documents.

1.3 CAPITALIZATION

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

1.4 INTERPRETATION

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

1.5 EXECUTION OF CONTRACT DOCUMENTS

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

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

1.6 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS, AND OTHER DOCUMENTS:

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

on the Drawings, Specifications and other documents prepared by the Architect and/or the Architect's consultants. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's copyright or other reserved rights.

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

1.6.2.1 Architect may furnish or sell, at an agreed upon cost, to Contractor, Subcontractor, Sub-subcontractor, and material and equipment supplier, or other versions of Instruments of Service in electronic form for use solely with respect to this Project. The Contract Documents executed or identified in accordance with Subparagraph 1.5.1 shall prevail in case of an inconsistency with subsequent versions made through manipulatable electronic means involving computers.

1.6.2.2 If required to be furnished, or if furnished, Architect or Architect's Consultants will furnish electronic data in software format in use by Architect at the time Architect's services are performed. Contractor, any Subcontractors or Sub-subcontractors, material or equipment suppliers, or others shall be responsible for proper storage, maintenance, and conversions necessary to prevent degradation or obsolescence of data. Any change or modification in electronic data by Contractor, any Subcontractors or Sub-subcontractors, material or equipment suppliers, or others shall be at their sole risk and without liability or legal exposure to Architect, Architect's consultants or Owner, and to fullest extent permitted by law, the Contractor, any Subcontractors or Sub-subcontractors, material or equipment suppliers agrees to hold harmless and indemnify Architect, Architect's consultants and Owner from and against all claims, liabilities, losses, damages and costs, including but not limited to reasonable attorney's fees, arising there from or in connection therewith.

1.6.2.3 The Contractor, any Subcontractors, or Sub-subcontractors, material or equipment suppliers, and others understand that the conversion of electronic information and data supplied by the Architect or Architect's consultants from the system and format used by the Architect or Architect's consultants to an alternative or upgraded system or format, whether performed by Architect, Architect's consultants or others, cannot be accomplished without the introduction of inexactitudes, anomalies, omissions and errors. In the event the electronic data furnished to the Contractor, any Subcontractors or Sub-subcontractors, material or equipment suppliers, is converted, they agree to assume all risks associated with such conversion. If Architect and/or Architect's consultants furnish electronic data, the Contractor, any Subcontractors or Sub-subcontractors, material or equipment suppliers, and others agrees to hold Architect, Architect's consultants and Owner harmless and to waive any and all claims, liabilities, losses, damages, and costs arising out of, or in any way connected with, the conversion of electronic data supplied by the Architect or Architect's consultants.

1.6.2.4 If documents, including those in electronic form, are modified, revised or changed in any way by the Contractor, Subcontractor, Sub-subcontractor, and material and equipment supplier, or others, any reference to the Architect and Architect's consultant and any professional seals and signatures shall be removed from the documents.

1.6.2.5 In consideration for the use of the Drawings, Specifications and other

documents, including those in electronic form, Contractor, Subcontractor, Sub-subcontractor, material and equipment supplier and others agree to indemnify, defend and hold harmless the Architect, Architect's consultants and Owner from and against, any claim or liabilities arising out of such use.

ARTICLE 2 OWNER

2.1 DEFINITION

2.1.1 The Owner is Brazos County, Texas. The term "Owner" means the Owner or the Owner's authorized representative. The Owner's representative is a **designated, Brazos County, Project Manager**, or such other person as may from time to time be so designated by the Brazos County Commissioners Court to act on behalf of Owner.

2.1.2 The Owner upon reasonable written request shall furnish to the Contractor in writing information which is necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein at the time of execution of the Agreement and within five (5) days after any change, information of such change in title, recorded or unrecorded.

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.2.1 The Owner shall furnish surveys describing physical characteristics and legal limitations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

2.2.2 Except for permits and fees, including those required under Paragraph 3.7, which are the responsibility of the Contractor under the Contract Documents, Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction.

2.2.3 Information or services required of the Owner by the Contract Documents shall be furnished by the Owner with reasonable promptness and complete and accurate to the best of the Owner's information and belief. Any other information or services relevant to the Contractor's performance of the Work under the Owner's control shall be furnished by the Owner after receipt from the Contractor of a written request for such information or services.

2.2.4 Contractor will be furnished, free of charge, one set of Contract Documents in Adobe "PDF" file format suitable for plotting or printing. Contractor may use for limited purpose of making prints thereof required for use in performance of Work, in accordance with Paragraph 1.6.

2.2.5 The foregoing are in addition to other duties and responsibilities of the Owner enumerated herein and especially those in respect to Article 6 (Construction by Owner or by Separate Contractors), Article 9 (Payments and Completion) and Article 11 (Insurance and Bonds).

2.3 OWNER'S RIGHT TO STOP THE WORK: If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents as required by Paragraph 12.2 or fails, more than once, to carry out Work in accordance with the Contract Documents, the Owner by written order may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Subparagraph 6.1.3. Owner does not waive the right to stop the work in any future situation if Owner waives this right in any one situation.

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

2.4.1 If the Contractor defaults or neglects to carry out the Work, or any portion thereof, in accordance with the Contract Documents or fails to complete, within the time period stipulated, any items of work scheduled to be done subsequent to the Date of Substantial Completion or fails to complete or correct any items of work disclosed subsequent to the Date of Substantial Completion and fails within a seven day period after receipt of written notice from Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then, or thereafter, due the Contractor the cost of correcting such deficiencies, including compensation for the Architect's additional services and expenses made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor shall be done after consultation with the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

2.4.2 Neither Owner nor its officers, agents, or employees are in any way liable or accountable to Contractor or its Surety for any method by which completion of said Work, or any portion thereof, is accomplished or for price paid therefore, unless Surety is required to pay cost to complete the Project, in excess of the amount contained in the Owner-Contractor Agreement, as a direct result of the Architect's negligent issuance of Certificate(s) for Payment. Contractor and Surety are responsible for all costs for completing the Work including cost in excess of original Contract Sum. Owner does not forfeit right to recover damages from Contractor or Surety for failure to complete Contract by taking over the Work or by declaring Contract in default. Maintenance of the Work remains Contractor's and Surety's responsibility as provided for in Performance Bond and guarantee of Contractor.

2.4.3 The Owner reserves the right to:

- .1 observe the work, at any time, whenever it is in preparation or progress;
- .2 make emergency repairs to the work during the guarantee period, to prevent further damages and the Contractor shall pay for such repairs when necessitated by defects in the Contractor's work;
- .3 make changes to the work.

2.4.4 The Owner shall not be required to accept from the Contractor (unless specifically agreed upon):

- .1 Partial Substantial Completion;
- .2 Substantial Completion when it occurs prior to the expiration of the

ARTICLE 3
CONTRACTOR

3.1 GENERAL

3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.

3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections, or approvals required or performed by persons or entities other than the Contractor.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS

3.2.1 Since the Contract Documents are complementary, before starting each portion of the Work, the Contractor shall carefully study and compare the various Drawings and other Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Subparagraph 2.2.1, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions or inconsistencies in the Contract Documents; however, any errors, inconsistencies or omissions discovered by the Contractor shall be reported promptly to the Architect as a properly prepared, timely Request For Information (RFI) in such form as the Architect may require.

3.2.2 Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the Architect, but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents. The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes and rules and regulations, unless they bear upon construction means, methods, techniques or safety and health precautions, but the Contractor shall promptly report to Architect any nonconformity discovered by or made known to the Contractor as a Request For Information (RFI) in such form as the Architect may require.

3.2.3 If the Contractor believes that additional cost or time is involved because of clarifications, interpretations or instructions issued by the Architect in response to the Contractor's notices or requests for information pursuant to Subparagraphs 3.2.1 and 3.2.2, the Contractor shall make Claims as provided in Subparagraphs 4.3.6 and 4.3.7. If the Contractor fails to perform the obligations of Subparagraphs 3.2.1 and 3.2.2, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. The Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in

the Contract Documents or for differences between field measurements or conditions and the Contract Documents unless the Contractor recognized such error, inconsistency, omission or difference and knowingly failed to report it to the Architect.

3.2.3 The Contractor shall verify the location of all easements before beginning the Project.

3.2.4 The Contractor shall perform the Work in accordance with the Contract Documents and submittals approved pursuant to Paragraph 3.12.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall review, substantiate, and comply with current industry execution standards and manufacturer's current execution instructions and evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures.

If the Contractor determines that such means, methods, techniques, sequences, or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any resulting loss or damage.

3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor.

3.3.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

3.3.4 The Contractor shall be responsible for inspection of portions of Work already performed under this Contract to determine that such portions are in proper condition to receive subsequent Work.

3.3.5 Contractor is solely responsible for coordination of scope of Work for its own forces, and of Subcontractors and suppliers, and to complete all Work, whether performed by the Contractor or a Subcontractor.

3.3.6 The Contractor shall provide a full-time Project Superintendent. Refer to RFP Section 8(f).

3.3.7 Layout/grades will be per plans.

3.4 LABOR AND MATERIALS

3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

3.4.2 The Contractor may make substitutions only if allowed by Contract Documents and with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order, or by Owner's approval of a Substitution Request.

3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

3.5 WARRANTY

3.5.1 The Contractor warrants to the Owner and Architect that all materials and equipment furnished under this Contract will be of good quality and new unless otherwise specified and that all Work will be provided in accordance with the requirements of the Contract Documents and will be of good quality, free of faults and defects. All Work not conforming to the requirements of the Contract Documents, including substitutions or changes made by the Contractor or any subcontractor, material supplier or equipment supplier that have not been specifically identified (PRIOR to Contract award) by means of a Letter of Notice to Architect and properly accepted and authorized by Architect, shall be considered defective and not in agreement with the requirements of the Contract Documents, and shall be promptly corrected in accordance with the requirements of Article 12 of this Agreement and amendments thereto as set forth in Supplementary Conditions or Modifications. Notation or listing of such substitutions or changes on shop drawings or other types of submittal will not be considered acceptable to Architect whether or not such submittal has been reviewed or stamped by Architect. Notice must be specific and transmitted in letter form. If required by Owner or Architect, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment actually provided. This warranty is not limited by the provisions of Paragraph 12.2.

3.5.2 Immediately prior to Date of Substantial Completion, Contractor shall execute and deliver to Architect, a written warranty in approved form, stating that all materials and equipment provided and all work performed are in accordance with the requirements of the Contract Documents and authorized modifications and additions thereto; and further stating that Contractor guarantees, should any condition arise or be disclosed during the time of Contract warranty, which conditions are due to incomplete, or improper or defective materials, or due to incomplete or improper or defective workmanship or arrangement, such condition, together with all work affected in correcting such condition, shall be (upon written notice from Owner) promptly and satisfactorily corrected by Contractor at no additional cost to Owner. Contractor shall be fully responsible for the prompt, satisfactory completion of all warranty work whether performed by his own or subcontract personnel.

3.5.3 Work Covered by Warranty: Contractor's warranty shall cover all work under the Contract, whether or not any portion or trade has been assigned or sub-let. In the event any portion of the Work is performed by an assignee or subcontractor, Contractor shall obtain from such assignee and/or subcontractor a written warranty to Contractor and Owner covering their respective portion of the Work for the period required. Contractor shall deliver them, together with his own warranty, to Owner prior to final payment. Assigns' and subcontractors' warranties shall expressly provide that the same shall be enforceable directly by Owner, if he so elects, and shall run concurrently with Contractor's warranty. Warranty shall be secured by Contractor's Performance Bond as directed by Owner.

3.5.4 Time of Warranty: Contractor's warranty shall be for a period of one year from Date of Substantial Completion of the Work. Should a warranty required under any Section of the Specifications or of this Contract be for a period of more than one year, Contractor's and subcontractor's warranty, with respect to such work, shall be for such longer period. Warranty for work done subsequent to Date of Substantial Completion shall be for a period of one year from date of Final Completion or such longer period, if so specified.

3.5.5 Partial Occupancy: Should Owner occupy a portion of the Work before the date of Substantial Completion, the warranty period for that portion so occupied shall begin on the date of such occupancy as agreed in writing with Owner.

3.5.6 Objectionable Process: Where any material, process, or method or operation or application procedure is required, which in the opinion of the Contractor, would render the finished work unsuitable for the required warranty, then, before a bid is submitted, such unsuitable material, process, or application method shall be objected to in writing to Architect, stating reasons therefore and recommending other alternate materials or methods so that the Work, when completed, will be suitable for the required warranty. In the event the Contractor's recommendations are approved, the work shall be installed in accordance therewith, and all changes in cost resulting there from shall be included in the Contract bid amount.

3.5.7 Under the requirements of this Paragraph 3.5, Contractor shall be responsible for:

- .1 Damages existing facilities, fences or other appurtenances or services when damages result from use of faulty materials or negligent workmanship.
- .2 Warranting modifications accepted under subparagraph 3.5.6 above will give satisfactory results.
- .3 Warranting substitutions will be equal or superior to the specified item or method unless he specifically lists shortcomings in his request for making substitution.
- .4 Obtaining and enforcing all subcontract warranties with particular attention being directed to enforcement of warranty work by electrical and other subcontractors.

3.6 TAXES

3.6.1 Although Owner is a tax-exempt unit of local government, the Contractor shall pay all sales, consumer, use and similar taxes for the Work or portions thereof provided by

the Contractor which may not be within Owner's exemption that are legally enacted when Contractor's bids were received or negotiations between Owner and Contractor were concluded, whether or not yet effective or merely scheduled to go into effect.

3.6.2 Contractor requires all Subcontractors, Sub-subcontractors and suppliers to bill Contractor for all sales and use taxes on all materials and equipment incorporated into Project as clearly discernible separate item to facilitate Contractor's keeping tax as separate item of expense on records. Furnish this information to Owner to enable Owner to meet state reporting requirements

3.7 PERMITS, FEES AND NOTICES

3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required when bids are received or negotiations concluded.

3.7.1.1 Owner shall secure and pay for health and environmental impact fees, water and sewer connections and impact fees, and zoning regulation fees and permits. The Contractor shall secure and pay for all other permits and governmental fees, licenses and inspections necessary for proper execution of and completion of Work which are customarily secured after execution of Contract and which are legally required when bids are received or Contract is executed.

3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules, regulations and lawful orders of public authorities bearing on performance of the Work.

3.7.3 It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations, unless they bear upon construction means, methods, techniques or safety and health precautions. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Architect and Owner in writing and necessary changes shall be accomplished by appropriate Modification.

3.7.4 If the Contractor performs Work, knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Architect and Owner, the Contractor shall assume full responsibility for such Work and shall bear all the costs attributable for any and all repairs required for conformance, including but not limited to, any penalties, fines or other damages realized..

3.8 ALLOWANCES

3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities against which the Contractor makes reasonable objection.

3.8.2 Unless otherwise provided in the Contract Documents:

.1 allowances shall cover the cost to the Contractor of materials and

- equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the allowances, and
 - .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect: (1) the difference between actual costs and the allowances under Clause 3.8.2.2, and (2) changes in Contractor's costs under Clause 3.8.2.3.

3.8.3 Contingency Allowance is established as \$20,000.00 and shall be processed pursuant to the Specifications.

3.9 SUPERINTENDENT

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

3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner and Architect the name and qualifications of a proposed superintendent. The Owner or Architect may reply within fourteen (14) days to the Contractor in writing stating: (1) whether the Owner or Architect has reasonable objection to the proposed superintendent, or (2) that the Owner or Architect requires additional time to review. Failure of the Owner or Architect to reply within the fourteen (14) day period shall constitute notice of no reasonable objection.

3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

3.10.1 The Contractor, promptly (within ten (10) days) after notification of contract award, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised monthly or at appropriate intervals as required by the conditions of the Work and Project whichever is less, shall be related to the entire Project to the extent required by the Contract Documents and shall provide for expeditious and practicable execution of the Work.

3.10.1.1 Owner may authorize construction activities to commence prior to completion of Drawings and Specifications. If Drawings and Specifications require further development at the time the initial construction schedule is prepared, Contractor shall: 1) allow time in the schedule for further development of Drawings and Specifications by Architect, including time for review by Owner and Contractor and for Contractor's coordination of Subcontractors' Work, and 2) furnish to Owner, in a timely manner, information regarding anticipated market conditions and construction cost, availability of labor, materials and equipment, and proposed methods, sequences and time schedules for construction of Work.

3.10.2 The Contractor shall prepare and keep current, for the Architect's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the Architect reasonable time, as defined by the Architect to review submittals. If the Contractor fails to submit a schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

3.10.4 Owner shall not be bound by any early completion deadline submitted in any schedule.

3.10.5 Owner does not approve or accept any schedule, but reserves the right to review, comment and reject.

3.11 DOCUMENTS AND SAMPLES AT THE SITE

3.11.1 The Contractor shall maintain at the site for the Owner one record copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record changes and selections made during construction, and in addition approved Shop Drawings, Product Data, Samples and similar required submittal. These shall be available to the Architect and shall be delivered to the Owner upon completion of the Work.

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

3.12.3 Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review by the Architect is subject to the limitations of Subparagraph 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals which are not required by the Contract Documents may be returned by the Architect without action.

3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect; Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals which are not marked as reviewed for compliance with the

Contract Documents and approved by the Contractor may be returned by the Architect without action.

3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor and Sub-contractor represent to the Owner and Architect that the Contractor and Sub-contractor have (1) reviewed and approved them, (2) have reviewed for compliance with the Contract Documents, (3) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (4) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents, and have approved the submittal.

3.12.7 The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect. Such Work shall be in accordance with approved submittals.

- .1** The Contractor shall make all revisions as noted by Architect and shall re-submit the required number of corrected copies of Shop Drawings, product data or samples until no exceptions are taken. The Contractor shall direct specific attention, by cover letter accompanying resubmitted Shop Drawings, to all revisions made in addition to those requested by Architect on previous submissions, if any.

3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and the Architect has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In absence of such written notice the Architect's approval of a re-submission shall not apply to such revisions.

3.12.10 The Contractor shall not be required to provide professional services which constitute the practice of Architect or Architecting unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other

submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided the Owner and Architect have specified to the Contractor appropriate performance and design criteria that such services must satisfy. Pursuant to this Subparagraph 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

3.12.11 When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

3.13 USE OF SITE

3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, policies, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

3.13.2 Contractor shall assume full responsibility for protection and safekeeping of materials stored on premises.

3.13.3 Contractor shall provide all necessary precautions to protect public, visitors and tenants from activities of Contractor or his agents on project.

3.14 CUTTING AND PATCHING

3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

3.14.2 The Contractor shall not damage or endanger a portion of the Work, or fully or partially completed construction, by the Owner, or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner, or a separate contractor, except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner, or a separate contractor, the Contractor's consent to cutting or otherwise altering the Work.

3.15 CLEANING UP

3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

3.15.2 If the contractor fails to clean up as provided in the Contract Documents after reasonable notice from Owner of such failure, the Owner may do so and the cost thereof

shall be charged to the Contractor.

3.16 ACCESS TO WORK

3.16.1 The Contractor shall provide governmental authorities who lawfully request access to the work, the Owner and Architect proper facilities and equipment for access to the Work in preparation and progress wherever located.

3.17 ROYALTIES AND PATENTS

3.17.1 The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of patent rights and shall hold the Owner and Architect harmless from loss (including but not limited to attorney's fees, court cost, and other cost of defense), on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright, trademark, trade name, or similar property right or interest, or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

3.18 INDEMNIFICATION

3.18.1 TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE OWNER, ITS ELECTED OFFICIALS, APPOINTED OFFICIALS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES, ARCHITECT, ARCHITECT'S CONSULTANTS (COLLECTIVELY REFERRED TO AS THE "INDEMNITEES") FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, DAMAGES, LOSSES, COSTS, AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES, ARISING OUT OF, RESULTING FROM, OR OCCURRING IN CONNECTION WITH THE PERFORMANCE OF THE WORK PROVIDED THAT SUCH CLAIM, LIABILITY, DAMAGES, LOSS, COSTS OR EXPENSE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE, OR DEATH OR TO INJURY TO, OR DESTRUCTION OF, TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF), INCLUDING THE LOSS OF USE THEREOF IN ANY WAY OCCURRING, INCIDENT TO, ARISING OUT OF OR IN CONNECTION WITH: (A) A BREACH OF THE WARRANTIES PROVIDED BY THE CONTRACTOR; (B) THE WORK PERFORMED OR TO BE PERFORMED BY THE CONTRACTOR, ITS CONTRACTORS, SUB-CONTRACTORS, SUB-SUB-CONTRACTORS, AND SUPPLIERS, AND THEIR EMPLOYEES AND AGENTS; (C) ANY NEGLIGENT ACTION AND/OR OMISSION OF THE INDEMNITEES RELATED IN ANY WAY TO THE PROJECT WHETHER THE INDEMNITEES ARE NEGLIGENT IN WHOLE OR IN PART, AND EVEN WHEN THE LOSS IS CAUSED BY THE SOLE FAULT OR NEGLIGENCE (INCLUDING ACTS OR OMISSIONS THAT ARE CHARACTERIZED AS NEGLIGENCE PER SE, NEGLIGENCE PREMISED ON STRICT LIABILITY, OR ANY OTHER TYPE OF NEGLIGENCE) OF THE INDEMNITEES; OR (D) ANY FINES, PENALTIES, DAMAGES (INCLUDING PUNITIVE), LIABILITIES, COSTS AND EXPENSES IN CONNECTION WITH: (1) A VIOLATION OF ANY LAW, STATUTE, RULE, ORDINANCE, CODE OR OTHER REQUIREMENT OF PUBLIC AUTHORITIES; (2) MEANS, METHODS, PROCEDURES OR SEQUENCES OF EXECUTION OR PERFORMANCE OF THE WORK; AND (3) FAILURE TO SECURE AND PAY FOR PERMITS, FEES, APPROVALS, LICENSES AND INSPECTIONS FOR WHICH THE CONTRACTOR IS RESPONSIBLE UNDER

THE CONTRACT DOCUMENTS. THE CONTRACTOR'S INDEMNITY OBLIGATION HEREIN SHALL NOT BE CONSTRUED TO NEGATE, ABRIDGE OR REDUCE OTHER RIGHTS OR OBLIGATIONS OF INDEMNITY THAT WHOULD OTHERWISE EXIST AS TO A PARTY OR PERSON DESCRIBED IN THIS SECTION 3.18. THE SCOPE AND EXTENT OF THIS INDEMNITY SHALL NOT BE LIMITED BY THE AVAILABILTY OF COVERAGE UNDER THE CONTRACTOR'S INSURANCE AND SHALL NOT LIMIT INDEMNITEES' OTHER LEGAL REMEDIES AGAINST CONTRACTOR OR ANY OTHER PERSON OR ENTITY. THIS INDEMNIFICATION PROVISION SHALL SURVIVE TERMINATION OF THE CONTRACT.

3.18.2 In claims against any person or entity indemnified under Paragraph 3.18 by an employee of the Contractor, a Subcontractor, Sub-Sub-contractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Paragraph 3.18 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

3.18.3 The obligations of the Contractor under Paragraph 3.18 shall not extend to the liability of the Architect, the Architect's consultants and agents and employees of any of them arising out of: (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications; or (2) the giving of, or the failure to give, directions or instructions by the Architect, the Architect's consultants and agents and employees of any of them, provided such giving, or failure to give, is the primary cause of the injury or damage. The indemnity for the Architect, the Architect's Consultants, agents and employees does not extend to any indemnity prohibited by Section 130.003 of the Texas Civil Practice and Remedies Code.

3.19 ADDITIONAL REQUIREMENTS

3.19.1 Contractor shall submit to Architect, in writing, all substitutions proposed PRIOR TO the bid opening date. Contractor shall furnish sufficient data for evaluation. To be acceptable for project use, substitutions must be approved in writing by Architect or by appropriate addendum.

3.19.2 Contractor shall follow manufacturer instructions. Where such instructions are in conflict with the Contract Documents, Contractor shall notify Architect for clarification before proceeding. A copy of the manufacturer's instructions shall be kept at job site and made available to Architect.

3.19.3 Contractor shall stop the Work affected when notified of a proposed change and when unsatisfactory results are anticipated. Contractor shall proceed only after receiving additional instructions from Architect.

3.19.4 Contractor shall establish and maintain benchmarks, and all other grades, lines, and levels necessary for the Work, report errors and inconsistencies to Architect, in writing, before commencing work affected. Contractor shall be responsible for placement of Project Work and shall make all corrections necessary to achieve an accurate layout of Project Work.

3.19.5 Contractor shall provide acceptable access facilities to the Work for the Owner,

Architect, and all local, State and Federal authorities having jurisdiction. All access facilities shall be made safe and reasonably convenient.

3.19.6 Contractor shall prepare quotations, for proposed changes in the Work. Quotations shall be in a "break-down" form giving the number of units, unit cost of materials, tool costs, taxes, overhead, profit, etc. Quotations shall reflect credits as well as extras.

3.19.7 Contractor shall furnish written warranties using the form directed by Owner or Architect.

3.19.8 Contractor shall secure required inspection certificates and transmit them to Architect and Owner.

ARTICLE 4

ADMINISTRATION OF THE CONTRACT

4.0 SCHEDULE OF WORK (at a maximum, in calendar days)

Day 0: Award of Contract by Brazos County Commissioner's Court

Day 10: Bonds, Insurance, etc. accepted by Brazos County

Day 30: Notice to Proceed Issued. Contractor's receipt of Notice to Proceed, Submittals, as needed, to be provided within a reasonable time.

Day 180: Contractor attains Substantial Completion

Day 210: Contractor attains Final Completion

4.1 ARCHITECT

4.1.1 The Architect is the person lawfully licensed to practice Architecting, or an entity lawfully practicing Architecting identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Architect" means the Architect or the Architect's authorized representative or such representative as the Architect may designate, who may be employed by the Architect as a consultant.

4.1.1.1 Each of these terms; "Architect," shall mean Architect, or an affiliate as otherwise provided in the Contract Documents, or duly authorized representatives, such representatives acting severally within scope of particular duties entrusted to them, unless otherwise provided in Contract Documents.

4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

4.1.3 In case of termination of employment of the Architect, the Owner shall appoint a new Architect whose status under the Contract Documents shall be that of the former Architect.

4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT

4.2.1 The Architect, acting in consultation with Owner's representative, will provide administration of the Contract as described in the Contract Documents: (1) during construction; (2) until final payment is due, and (3) with the Owner's concurrence, from time to time during the correction period described in Paragraph 12.2. The Architect will

advise and consult with the Owner. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified by written instrument in accordance with other provisions of the Contract; however, such authority shall not be considered or construed as creating a fiduciary relationship between the Architect and Owner.

4.2.2 The Architect, as a representative of the Owner, will visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by Owner and Architect, and as Architect deems necessary: (1) to become generally familiar with and to keep the Owner informed about the progress and aesthetic quality of the portion of the Work completed; (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work observed is being performed in a manner indicating that the Work, when completed, will be in general accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site evaluations or inspections to check the quality or quantity of the Work. The Architect will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety or health precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Subparagraph 3.3.1.

4.2.2.1 Contractor shall reimburse Owner for compensation paid to Architect for additional site visits made necessary by fault, neglect or request of Contractor.

4.2.3 The Architect will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility as provided in Paragraph 3.3. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents or failure to complete Work on schedule. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

4.2.4 Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate through the Architect. Communications by and with the consultants shall be through the Architect, unless otherwise approved by the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner. The Architect's presence at the Project Site shall not imply concurrence or approval of the work. Contractor shall call specific items to the Architect's attention in writing if he wishes to obtain Architect's opinion.

4.2.5 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

4.2.6 The Architect has authority to reject Work which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable for

implementation of the intent of the Contract Documents, the Architect will have authority to require additional inspection or testing of the Work in accordance with Subparagraphs 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed, or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, materials and equipment suppliers, their agents or employees, or other persons performing portions of the Work. All costs made necessary by such failure, including those of repeated procedures shall be at Contractor's sole expense, including compensation for Architect's services and expenses.

4.2.7 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Such review and action on the part of the Architect is limited to only those submittals required by the Contract Documents. The Architect's action will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review by the Architect, Architect's consultants and Owner, if needed. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Paragraphs 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety or health precautions or, unless otherwise specifically stated by Architect, of any construction means, methods, techniques, sequences, or procedures. The Architect's review or approval of a specific item shall not indicate approval of an assembly of which the item is a component.

4.2.8 The Architect will prepare Change Orders and Construction Change Directives, or other change documents for changes in the Work for the Owner's approval and execution, and the Architect may authorize minor changes in the Work as provided in Paragraph 7.4.

4.2.9 The Architect and Owner will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion. The Architect may receive and forward to the Owner for the Owner's review and records written warranties and related documents as required by the Contract Documents and assembled by the Contractor, and will issue a final Certificate for Payment based upon final inspection indicating the Work complies with the requirements of the Contract Documents.

4.2.10 If the Owner and Architect agree, Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities, and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or

Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If no agreement is made concerning the time within which interpretations required of the Architect shall be furnished in compliance with this Paragraph 4.2, then delay shall not be recognized on account of failure by the Architect to furnish such interpretations until twenty (21) days after written request is received.

4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings.

4.2.13 The Owner's and Architect's decisions on matters relating to aesthetic effect will be final, if consistent with the intent expressed in the Contract Documents.

4.3 CLAIMS AND DISPUTES

4.3.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money and extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of, or relating to, the Contract. Claims must be made by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

4.3.1.1 Claims must contain following:

- .1 Date of the event giving rise to such Claim and, if applicable, date when the event ceased;
- .2 Nature of occurrence or condition giving rise to the Claim;
- .3 Identification of contractual provisions affected and a detailed explanation of how the Claim is contrary to those provisions;
- .4 An estimate of effect upon the Contract Sum, including an itemized breakdown of additional cost, if any;
- .5 An estimate of the effect upon the Project Schedule, including a comparison of Project Construction Schedule and schedules prepared in connection with the Claim. If required by Owner or Architect, this shall include showing in CPM format, both critical and non-critical path activities affected and showing Project Construction Schedule and Claim sequences, durations and float substantiating delay claimed.

4.3.2 Decision of Architect. Claims, including those alleging an error or omission by the Architect, shall be referred initially to the Architect for action as provided in Paragraph 4.4. A decision by the Architect and Owner, as provided in Subparagraph 4.4.4, shall be required as a condition precedent to litigation of a Claim between the Contractor and Owner as to all such matters arising prior to the date final payment is due, regardless of: (1) whether such matters relate to execution and progress of the Work, or (2) the extent to which the Work has been completed.

4.3.3 Time Limits on Claims initiated prior to Final Payment. Claims by either party must be initiated and submitted within **twenty-one (21)** days after occurrence of the event giving rise to such Claim or within **twenty-one (21)** days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be

initiated and submitted by written notice to the Architect and the other party. An additional Claim made after the initial Claim has been implemented by Change Order will not be considered unless submitted in a timely manner.

4.3.4 Continuing Contract Performance. Pending final resolution of a Claim, unless otherwise agreed in writing or as provided in Sub-paragraph 9.7.1 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

4.3.5 Waiver of Claims: Final Payment. The making of final payment shall constitute a waiver of Claims by the Owner except those arising from:

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

4.3.6 Claims for Concealed or Unknown Conditions. If conditions are encountered at the site which are: (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed. The Architect will promptly investigate and evaluate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall so notify the Owner and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made and submitted within **twenty-one (21)** days after the Architect has given notice of the decision. If the Owner and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the Architect for initial determination, subject to further proceedings pursuant to Paragraph 4.4.

4.3.7 Claims for Additional Cost. If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Paragraph 10.6. If the Contractor believes additional cost is involved for reasons including but not limited to: (1) a written interpretation from the Architect; (2) an order by the Owner to stop the Work where the Contractor was not at fault; (3) a written order for a minor change in the Work issued by the Architect; (4) failure of payment by the Owner; (5) termination of the Contract by the Owner; (6) Owner's suspension, or (7) other reasonable grounds, Claim shall be filed in accordance with this Paragraph 4.3.

4.3.8 Claims for Additional Time

4.3.8.1 If the Contractor wishes to make Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall

demonstrate that the task is on the critical path and identify the new completion date. In the case of a continuing delay, only one Claim is necessary.

4.3.8.1.1 The Contractor's request for an increase in the time shall be submitted with pay applications. The delay impacting the critical path shall be addressed no later than the pay application for the month following the month in which the time was lost.

4.3.8.1.2 Only delay impacting the critical path of the Work shall be considered when determining if Contractor is entitled to additional time.

4.3.8.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, that weather conditions had an adverse effect on the scheduled construction and that the activities delayed by weather were on the critical path.

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

4.3.8.3 Claims for increase in Contract Time shall set forth in detail the circumstances that form the basis of the Claim, date upon which each cause of delay began to affect progress of Work, date upon which each cause of delay ceased to affect progress of Work and the number of days' increase in Contract Time claimed as a consequence of each such cause of delay. Contractor shall provide such supporting documentation as Owner or Architect may require including, where appropriate, a revised construction schedule indicating all activities affected by circumstances forming the basis of the Claim.

4.3.8.4 Contractor shall not be entitled to a separate increase in Contract Time for each one of the number of causes of delay which may have concurrent or interrelated effects on progress of Work or for concurrent delays due to fault of Contractor.

4.3.9 Injury or Damage to Person or Property. If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding **twenty-one (21)** days after first observance. The notice shall provide sufficient detail to enable the other party to investigate and evaluate the matter.

4.3.10 If unit prices are stated in the Contract Documents, or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive, so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

4.3.11 Owner reserves the right to audit the Contractor's costs and bid documents if Contractor files a claim against Owner.

4.3.12 Contractor, not owner, shall handle any disputes which may arise between

subcontractor and owner.

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

4.4 RESOLUTION OF CLAIMS AND DISPUTES

4.4.1 Decision of Architect:

Claims, including those alleging an error or omission by the Architect but excluding those arising under Paragraphs 10.3 through 10.5, shall be referred initially to the Architect for decision. An initial decision by the Architect shall be required as a condition precedent to mediation, arbitration (if allowed) or litigation of all Claims between the Contractor and Owner arising prior to the date final payment is due, unless thirty (30) days have passed after the Claim has been referred to the Architect with no decision having been rendered by the Architect. The Architect will not decide disputes between the Contractor and persons or entities other than the Owner.

4.4.2 The Architect will review Claims and within **twenty-one (21)** days of the receipt of the Claim take one or more of the following preliminary actions within ten (10) days of receipt of a Claim: (1) request additional supporting data from the claimant or a response with supporting data from the other party; (2) reject the Claim in whole or in part; (3) recommend approval of the Claim by the other party; (4) suggest a compromise, or (5) advise the parties that the Architect is unable to resolve the Claim, if the Architect lacks sufficient information to evaluate the merits of the Claim or if the Architect concludes that, in the Architect's sole discretion, it would be inappropriate for the Architect to resolve the Claim.

4.4.3 In evaluating Claims, the Architect may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Architect in rendering a decision. The Architect may request the Owner to authorize retention of such persons at the Owner's expense.

4.4.4 If the Architect requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten (10) days after receipt of such request and shall either, provide a response on the requested supporting data, advise the Architect when the response or supporting data will be furnished, or advise the Architect that no supporting data will be furnished. Within **twenty-one (21)** days of receipt of the response or supporting data, if any, the Architect will either reject or approve the Claim in whole or in part.

4.4.5 If a Claim has not been resolved after consideration of the foregoing and of further evidence presented by the parties or requested by the Architect, the Architect will notify the parties in writing that the Architect's decision will be made within seven (7) days. Upon expiration of such time period, the Architect will render to the parties the Architect's written decision relative to the Claim. If any change in the Contract Sum or Contract Time or both is included as part of the Architect's decision, Architect will be required to submit his decision to the Brazos County Commissioners Court for final approval. If there is a surety and there appears to be a possibility of a Contractor's default, the Architect

may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

ARTICLE 5 SUBCONTRACTORS

5.1 DEFINITIONS

5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

5.1.3 Architect and Architect's consultants may, but are not required to, communicate directly with any Subcontractor, Sub-subcontractor, or materials supplier when it is necessary to obtain information necessary for the Architect or Architect's consultants to complete its services on the Project. The Architect shall endeavor to keep Contractor informed of conversations. Requests for information, interpretation or clarification, and correspondence must all be in writing and must be routed through Contractor.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, within fourteen (14) days after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the work. The Architect will promptly reply to the Contractor in writing stating whether or not the Owner or the Architect, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner or Architect to reply promptly shall constitute notice of no reasonable objection.

5.2.2 The Contractor shall not contract with a proposed person or entity to which the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. The Contract Sum shall be increased or decreased by the difference in cost occasioned by such change and an appropriate Change Order shall be issued. However, no increase in the Contract Sum shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

5.2.4 The Contractor shall not change a Subcontractor, person or entity previously selected, if the Owner or Architect makes reasonable objection to such change. Acceptance of the substitute Subcontractor after previous acceptance of a Subcontractor for any portion of the work shall not constitute reason for an increase in the Contract amount.

5.3 SUBCONTRACTUAL RELATIONS.

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontractor agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors.

The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

5.3.2 Contractor is fully responsible for acts and omissions of Subcontractors, and persons either, directly or indirectly, employed by them or under their control, as Contractor is for their own employees.

5.3.3 Nothing in Contract Documents creates any contractual relationship between any Subcontractor or Sub-subcontractor, or other levels of contractors and subcontractors, and Owner or Architect, except for provisions in paragraph 5.4.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner provided that:

- .1 Assignment is effective only after termination of the Contract by the Owner for cause pursuant to Paragraph 14.2 and only for those subcontract agreements which the Owner accepts by notifying the Subcontractor in writing, and
- .2 Assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

5.4.2 Upon such Assignment, if the Work has been suspended for more than thirty (30) days, the Subcontractor's compensation shall be equitably adjusted.

5.4.3 Contractor will provide copies of its subcontracts, agreements and current

information on status of its accounts, upon demand by Owner.

ARTICLE 6

CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

6.1.1 Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces and to award separate contracts in connection with other portions of the Project or other construction of operations on the site under Conditions of the Contract identical, or substantially similar, to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Paragraph 4.3.

6.1.2 When separate contracts are awarded for different portions of the Project or other construction of operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule and Contract Sum deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights which apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles, 10, 11 and 12.

6.2 MUTUAL RESPONSIBILITY

6.2.1 The Contractor shall afford the Owner and separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor to report shall constitute an acknowledgment that the Owner's or separate Contractors completed, or partially completed construction, is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

6.2.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner

which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, and damage to the Work or defective construction of a separate contractor.

6.2.4 The Contractor shall promptly remedy damage caused by the Contractor to complete or partially completed construction or to property of the Owner or separate contractors as provided in Subparagraph 10.2.5.

6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Paragraph 3.14.

6.3 OWNER'S RIGHT TO CLEAN UP

6.3.1 If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up after reasonable written notice and the cost will be paid by those responsible.

ARTICLE 7 **CHANGES IN THE WORK**

7.1 CHANGES

7.1.1 Changes in the Work may be accomplished after execution of the Contract and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor and an order for a minor change in the Work may be issued by the Architect alone.

7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

7.1.4 If unit prices are stated in the Contract Documents, or subsequently agreed upon, and if quantities originally contemplated are so changed in a proposed Change Order or Construction Change Directive that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

7.2 CHANGE ORDERS

7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect, stating their agreement upon all of the following:

- .1** a change in the Work;
- .2** the amount of the adjustment in the Contract Sum, if any, and
- .3** the extent of the adjustment in the Contract Time, if any.

7.2.2 Methods used in determining adjustments to the Contract Sum may include those listed in Subparagraph 7.3.3.

7.3 CONSTRUCTION CHANGE DIRECTIVES

7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 as provided in Subparagraph 7.3.6.

7.3.4 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

7.3.5 A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

7.3.6 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the Architect on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. In such case, and also under Clause 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Subparagraph 7.3.6 shall be limited to the following:

- .1 costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' or workmen's compensation insurance;
- .2 costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work;

- .5 additional costs of supervision and field office personnel directly attributable to the change; and
- .6 the maximum allowance for overhead and profit combined included in the total cost to Owner shall be based on the following schedule:
 - A. for Contractor, for any work performed by his own forces, 15% of the cost;
 - B. for each subcontractor involved, work performed by his own forces, 10% of the cost;
 - C. for Contractor, for work performed by his subcontractor, 5% of the amount due the subcontractor.

7.3.7 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change. If the net value of a change results in a credit from Contractor or subcontractor, the credit given shall be the net cost, overhead and profit.

7.3.8 Pending final determination of the total cost of a Construction Change Directive to the Owner, amounts not in dispute for such changes in the Work shall be included in Applications for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs. For any portion of such cost that remains in dispute, the Architect will make an interim determination for purposes of monthly certification for payment for those costs. That determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a claim in accordance with Article 4.

7.3.9 When the Owner and Contractor agree with the determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

7.4 MINOR CHANGES IN THE WORK

7.4.1 To the extent allowed by law, the Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

ARTICLE 8 **TIME**

8.1 DEFINITIONS

8.1.1 The Contractor shall achieve substantial completion of the Work not later than three hundred and sixteen (316) calendar days from the date of commencement, subject to adjustments of the time for completion as provided in this Agreement.

8.1.2 The date of commencement of the Work shall be effective upon the final approval

of the Agreement, receipt of performance and payment bonds and receipt by the Contractor of the written notice to proceed from either the Owner or the Architect.

8.1.3 The date of Substantial completion is the date certified by the Architect in accordance with Paragraph 9.8.

8.1.4 The term "day" as used in the contract documents shall mean calendar day.

8.1.5 The term "critical path" as used in the Contract Documents shall mean the project's tasks that will cause the project end date to be delayed if they are delayed. The word "critical" does not imply how important a task is; a task is critical solely because it must occur as scheduled for the project to finish on time.

8.1.6 The term "free slack time" as used in the Contract Documents shall mean the amount of time a task can be delayed without delaying another task.

8.1.7 The term "total slack time" as used in the Contract Documents shall mean the amount of time a task can be delayed without delaying the finish date of the project.

8.2 PROGRESS AND COMPLETION

8.2.1 The Contractor agrees and understands the "TIME IS OF THE ESSENCE" for anytime time periods referenced in this Contract. The Contract further agrees to the referenced times as being reasonable for performing the work."

8.2.2 The Contractor shall not, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere or store materials or equipment on site prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance. Unless the date of commencement is established by the Contract Documents and a notice to proceed given by the Owner, the Contractor shall notify the Owner in writing not less than five (5) days or other agreed period before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

8.2.4 Contractor and their Subcontractors shall complete and coordinate Work in accordance with established schedule.

8.2.5 Contractor is responsible for expediting Work, identifying potential conflicts and coordination problems, and proposing measures to avoid such problems

8.2.6 Whenever it becomes apparent that any activity completion date may not be met, unless delay is related to an approved extension of time, Contractor shall take some or all of following actions and submit supplementary schedule indicating effect of action on progress and completion of Work, all without additional costs to Owner;

- .1 increase number of working hours per shift, shifts per working days, working days per week, or amount of construction equipment, or any combination of foregoing which will substantially eliminate backlog of Work,

- and put Project back on schedule, and/or,
- .2 increase construction manpower in such quantity as will substantially eliminate backlog of Work, and put Project back on schedule, and/or,
- .3 reschedule activities to achieve maximum practical concurrency of accomplishment of activities, and put Project back on schedule.

8.2.7 If Contractor fails to take any of actions indicated in subparagraph 8.2.6 within three (3) days after receiving written notice, Owner may take action to attempt to put Project back on schedule, and deduct cost of such actions from money due or to become due Contractor, or shall be grounds for determination by Owner that Contractor is not prosecuting Work with such diligence as will insure completion within Contract Time. Upon such determination, Owner may terminate Contractor's right to proceed with Work, or any separable part thereof, in accordance with provisions of Article 14.

8.2.8 Contractor shall bear cost of any services of Architect made necessary by delays in completion of Work due to actions or inactions of Contractor or any Subcontractors. Contractor shall promptly pay any such cost upon demand by Owner. At Owner's option, these costs may be deducted from any amounts otherwise due Contractor.

8.3 DELAYS AND EXTENSION OF TIME

8.3.1 Except as otherwise provided in the Contract Documents, if the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate Contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, adverse conditions as provided for in 4.3.8.2, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the Owner, or by other causes which the Owner determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect and Owner may determine.

- .1 If at least seven (7) hours of work time are available out of the working day, no extensions of time will be allowed;
- .2 No extension of time will be allowed for Saturdays, Sundays, or holidays unless the Contract requires and stipulates overtime work and it has been approved in writing by Owner; and
- .3 Time extensions will not be allowed for drying of materials when it is possible for the Contractor to enclose area and materials or use an acceptable drying process.

8.3.2 There will be no delay claims by Contractor if the Contractor finishes the Project early, even if owner delays the work.

8.3.3 Claims relating to time shall be made in accordance with applicable provision of Paragraph 4.3.

8.3.4 If Contract Time is extended pursuant to paragraph 8.3, such extension shall be the exclusive remedy of Contractor and said Contractor shall not be entitled to recover damages from Owner or Architect.

8.3.4 Owner's exercise of any of its rights under "ARTICLE 7 - CHANGES IN THE WORK," regardless of the extent of number of such changes, or requirement of correction

or re-execution of defective work, or extent of number of Architect's interpretations or clarifications of the Contract Documents, shall not, under any circumstances, be construed as neglect or intentional interference with Contractor's performance of the Work.

ARTICLE 9

PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

9.1.1 The Contract Sum is **FOUR HUNDRED, FIFTY ONE THOUSAND, SIX HUNDRED, AND EIGHTY DOLLARS (\$451,680.00)** and, subject to authorized adjustments as provided in this Agreement, is the total amount payable by the Owner to the Contractor for performance of the Work.

9.2 SCHEDULE OF VALUES

9.2.1 Unless otherwise provided in the Contract documents, before the first application for Payment, the Contractor shall submit to the Architect a schedule of values allocated to various portions of the Work prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

9.2.2 The Architect will provide to the Contractor a list of the portions or sections of work for which he wishes to have separate values included and those items for which he will require material quantities to be shown.

9.3 APPLICATIONS FOR PAYMENT

9.3.1 Unless otherwise provided in the Contract Documents; at least twenty (20) days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for operations completed in accordance with the schedule of values. Such application shall be notarized and supported by such data substantiating the contractor's right to payment including the most current Contractors Construction Schedule and/or copies of requisitions from Subcontractors and material providers as the Owner or Architect may require, and reflecting retainage if provided for elsewhere in the Contract documents.

9.3.1.2 Such applications may not include requests for payment of amounts the Contractor does not intend to pay to a Subcontractor or material supplier because of a dispute or other reason.

9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

9.3.3 The Contractor warrants that title to all Work covered by an Application for

Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

9.3.4 The Contractor shall submit his Application for Payment, amounting to 95% of the cost of the work performed and 95% of the materials on hand in accordance with paragraph 9.3.2 above, as of the last day of each month.

9.4 CERTIFICATES FOR PAYMENT

9.4.1 The Architect will, within seven (7) days after receipt of the Contractor's Application for Payment and the Architect's site visit, either, issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Subparagraph 9.5.1.

9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's observations at the site and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the observed aesthetic quality of the Work is in accordance with the Contract Documents. The Architect's Certificate for Payment shall be based, in part, on the recommendation of the Contractor. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has: (1) made exhaustive or continuous on-site evaluations and/or inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences or procedures; (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the contractor has used money previously paid on account of the Contract Sum.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

9.5.1 The Architect may decide not to certify payment and may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner if, in the Architect's opinion, the representations to the Owner required by Subparagraph 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Subparagraph 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also decide not to certify payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or a part of a Certificate for Payment

previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss because of:

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or another contractor;
- .6 reasonable evidence that the Work will not be completed within the contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- .7 persistent failure to carry out the Work in accordance with the Contract Documents;
- .8 failure to comply with the approved Project Construction Schedule;
- .9 erroneous estimates by the Contractor or a Sub-contractor of values of Work performed, or
- .10 the existence of any event of default under the Contract Documents.

9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

9.6 PROGRESS PAYMENTS

9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

9.6.1.1 Owner will make partial payments to Contractor within thirty (30) days after receipt of Certificate for Payment from Architect.

9.6.1.2 Owner may withhold payment to Contractor notwithstanding Architect's certification, if it is necessary, in Owner's opinion, to do so to protect Owner from loss due to any of the reasons set forth in Subparagraphs 9.5.1.1 through 9.5.1.10, inclusive.

9.6.2 The Contractor shall pay each Sub-contractor any due amounts in accordance with Texas Law. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in similar manner.

9.6.3 The Architect will, on request, furnish to a Sub-contractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect on account of portions of the Work done by such Sub-contractor.

9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven (7) days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the

Owner nor Architect shall have an obligation to pay, or to see to the payment of money, to a Subcontractor except as may otherwise be required by law.

9.6.5 Contractor's payment to material suppliers and equipment suppliers shall be treated in a manner similar to that provided in Subparagraphs 9.6.2, 9.6.3 and 9.6.4.

9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the contract Documents.

9.7 FAILURE OF PAYMENT

9.7.1. If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven (7) days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the contractor within seven (7) days after the date established in the Contract Documents the amount certified by the Architect, then the Contractor may, upon seven (7) additional days' written notice to the Owner or Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, as provided for in the Contract Documents.

9.8 SUBSTANTIAL COMPLETION

9.8.1 Substantial Completion is the stage in the progress of the Work when the Work is complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

9.8.2 Unless otherwise provided in the Contract Documents, when the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall thoroughly inspect the Work and prepare and submit to the Architect a comprehensive list of items to be completed or corrected, Contractor's Notice of Substantial Completion, and a written request for Architect's review of the Work. The Contractor shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Upon approval of Substantial Completion by Brazos County, Contractor has thirty (30) days to reach Final Completion of the Work. If the Contractor does not achieve Final Completion within thirty (30) days after Substantial Completion, Contractor shall be subject to additional Liquidated Damages as set forth under paragraph 9.11.2 herein.

9.8.3 Unless otherwise provided in the Contract Documents, after receipt of the Contractor's Notice of Substantial Completion and the Contractor's list, the Architect and Owner will make inspections to determine whether the Work or designated portion thereof is substantially complete. If the Architect's and Owner's inspections disclose any item, whether or not included on the Contractor's list, which is not in accordance with the requirements of the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit another Contractor's Notice of Substantial Completion and a request for another inspection by the Architect and Owner to determine Substantial Completion.

9.8.4 When the Work is substantially complete, the Architect will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance or responsibilities assigned to them in such Certificate.

9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

9.9 PARTIAL OCCUPANCY OR USE

9.9.1 The Owner may occupy, or use, any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Subparagraph 11.4.1.5 and authorized by public authorities having jurisdiction over the Work. Such partial occupancy, or use, may commence whether or not the portion is substantially complete provided that the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, or the Owner notifies the Contractor of intent to occupy or use a portion of the Work prior to substantial completion, the Contractor shall prepare and submit a list to the Architect as provided under Subparagraph 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

9.9.2 Immediately prior to such partial occupancy, or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1 Unless otherwise provided in the Contract Documents; the Contractor shall inspect the Work to determine that it is sufficiently complete in accordance with the Contract Documents and the Contract is fully performed. Upon receipt of Contractor's Notice of Final Completion written notice certifying that the Work is sufficiently complete

in accordance with the Contract Documents, that the Contract is fully performed, that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect and Owner will in a reasonable time, make such inspection and when the Architect and Owner finds the Work acceptable under the Contract Documents and the Contract sufficiently performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's and Owner's on-site visits and inspections, the Work has been sufficiently completed in accordance with terms and conditions of the Contract Documents. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Subparagraph 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. However, 95% of the contract amount will be due and payable to Contractor as noted in said final Certificate, with the remaining 5% retainage due and payable to the Contractor within thirty (30) days after acceptance of the Work by the Owner.

9.10.2 Unless otherwise provided in the Contract Documents, neither final payment nor any remaining retained percentage shall become due until the Contractors submits to the Architect: (1) an affidavit that payrolls, bills for materials and equipment and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied; (2) a certificate evidencing that insurance required by the Contract Document to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Owner; (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents; (4) consent of surety, if any, to final payment, and (5) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner, for Owner's review and approval. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorney's fees.

9.10.3 If, after Substantial Completion of the Work, Final Completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents and if bonds have been furnished the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

9.10.3.1 Final payment constituting entire unpaid balance of Contract Amount will be paid by Owner to Contractor within thirty (30) days after final Certificate for Payment has

been issued by Architect.

9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from:

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents, or
- .4 non-conforming, faulty or defective Work appearing at or after final payment.

9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY AND HEALTH PRECAUTIONS AND PROGRAMS

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

10.2 SAFETY OF PERSONS AND PROPERTY

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

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

10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, standards, rules, regulations, policies and lawful orders of public authorities (including reference standards issued under the Occupation Safety Act and the Occupancy Safety and Health Administration) bearing on safety and health of persons or property or their protection from damage, injury or loss.

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

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

10.2.4.1 Use or storage of explosives is prohibited.

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

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

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

10.2.8 Contractor shall give notice in writing at least forty-eight (48) hours or longer if required by affected parties before breaking ground, to all persons having interests on or near site, Public Utility Companies, owners of property having structures or improvements in proximity to site of the Work, agencies, authorities, inspectors, or those otherwise in charge of property, streets, water pipes, gas pipes, sewer pipes, telephone cables, electric cables, railroads or otherwise who may be affected by Contractor's operation, in order that they may remove any obstruction for which they are responsible and have representative on site to see that their property is properly protected. Such notice does not relieve Contractor of responsibility for any damages, claims, and defense of all actions against Owner and Architect resulting from performance of such Work in connection with or arising out of Contract.

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

each part of Work shall be done accordingly.

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

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

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

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

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

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

10.3 HAZARDOUS MATERIALS OR SUBSTANCES

10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a hazardous material or substance, including but not limited to, asbestos or polychlorinated biphenyl (PCB) encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner, in writing, with a copy to the Architect.

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

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

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

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

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

10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

10.4 EMERGENCIES

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

10.4.2 The Contractor shall promptly report in writing to Owner and Architect all accidents arising out of, or in connection with, the performance of the Work, whether on or off the

site, which caused death, personal injury or property damage, giving full details and statements of any witnesses. In addition, if death, serious personal injuries or serious property damages are caused, the accident shall be reported immediately by telephone or messenger to Owner and Architect.

ARTICLE 11 **INSURANCE AND BONDS**

11.1 CONTRACTOR'S LIABILITY INSURANCE

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

- .1** claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- .2** claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3** claims for damages because of bodily injury, sickness, disease or death of any person other than the Contractor's employees or persons or entities excluded by statute from requirements of Subparagraph 11.1.1.1, but required by Contract Documents to provide insurance required by that Subparagraph;
- .4** claims for damages insured by usual personal injury liability coverage which are sustained by: (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor; or (2) by another person;
- .5** claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;
- .6** claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7** claims for bodily injury or property damage arising out of completed operations;
- .8** claims involving contractual liability insurance applicable to the Contractor's obligations under Paragraph 3.18.
- .9** Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:
 - (1)** Premises Operations (including X, C and U coverages as applicable).
 - (2)** Independent Contractors' Protective.
 - (3)** Products and Completed Operations.
 - (4)** Personal Injury Liability with Employment Exclusion deleted.
 - (5)** Contractual, including specified provision for Contractor's obligations under Paragraph 3.18.
 - (6)** Owned, non-owned and hired motor vehicles.
 - (7)** Broad Form Property Damage including Completed Operations.
- .10** If General Liability coverages are provided by a Commercial General

Liability Policy on a claims-made basis, the policy date or Retroactive Date shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment, certified in accordance with Subparagraph 9.10.2.

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

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

1. Workers' Compensation:
 - (a) State: **Texas** Statutory
 - (b) Applicable Federal (e.g., Longshoremen harbor work, Work at or outside U.S. Boundaries):
Statutory: **Not Applicable**
 - (c) Maritime: **Not Applicable**
 - (d) Employer's Liability: **\$ 500,000** each accident
\$ 500,000 disease, policy limit
\$ 500,000 disease, each employee
 - (e) Benefits required by union labor contracts: **As Applicable**
 - (f) "Texas Waiver of Our Right to Recover From Others Endorsement" shall be included in this policy. (Waiver of Subrogation)

2. Comprehensive or Commercial General Liability (including Premises-Operations; Independent Contractors' Protective: Products and Completed Operations; Broad Form Property Damage):
 - (a) Bodily Injury: **\$ 1,000,000** each occurrence
\$ 1,000,000 aggregate
 - (b) Property Damage: **\$ 1,000,000** each occurrence
\$ 1,000,000 aggregate
 - (c) Products and Completed Operations Insurance to be maintained for a minimum period of **five (5)** year(s) after final payment:
 - (d) Property Damage Liability Insurance shall include coverage for the following hazards:
 - 1) X (Explosion).
 - 2) C (Collapse).
 - 3) U (Underground).
 - (e) Broad Form Property Coverage shall include Completed Operations.
 - (f) "Texas Waiver of Our Right to Recover From Others Endorsement" shall be included in this policy. (Waiver of Subrogation)

3. Contractual Liability:
 - (a) Bodily Injury: **\$ 1,000,000** each occurrence
 - (b) Property Damage: **\$ 1,000,000** each occurrence
\$ 2,000,000 aggregate

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

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

11.1.3 Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificates and the insurance policies required by this Paragraph 11.1 shall contain a provision that coverage afforded under the policies will not be canceled, or allowed to expire, until at least thirty (30) days prior written notice has been given to the Owner. If any of the foregoing insurance coverage are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Subparagraph 9.10.2. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief. Not later than ten (10) days from award of bid, Contractor shall deliver to the Owner, copies of the insurance certificate in accordance with the above requirements naming Owner as additional insured.

11.2 OWNER'S LIABILITY INSURANCE:

11.2.1 The Owner reserves the right to be self-insured for any and all insurance of any kind, type, or nature required by the Contract Documents.

11.2.1.1 Contractor shall purchase and maintain insurance covering Owner's contingent liability for claims which may arise from operations under the Contract.

- .1 Bodily Injury:

- \$ 1,000,000 each occurrence
 - \$ 1,000,000 aggregate
 - .2 Property Damage:
 - \$ 1,000,000 each occurrence
 - \$ 1,000,000 aggregate

11.3 PROPERTY INSURANCE

11.3.1 The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus Architect fees, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Paragraph 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Paragraph 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project. The form of policy for this coverage shall be (Completed Value) (Reporting), in the names of the Owner, Contractor, Subcontractors and Sub-subcontractors as their interests may appear in amount equal to contract sum for the Work. If Owner is damaged by failure of Contractor to maintain such insurance, then Contractor shall bear all reasonable costs properly attributable thereto.

11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

11.3.2 Loss of Use Insurance. The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused.

11.3.3 If the Contractor requests in writing that insurance for risks other than those described herein or for other special hazards be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

11.4 PERFORMANCE BOND AND PAYMENT BOND

11.4.1 Not later than ten (10) days from and after the date on which the award of the bid is made by the Owner, Contractor shall execute, as Principal, bonds joined in by a Surety Company of the Contractor's choice, generally referred to as a "Performance Bond" and a "Payment Bond," each in a penal sum equal to 100% of the Contract Sum. The Bonds shall be on the form provided by Owner and shall be compatible with provisions of governing authorities. Contractor shall file bonds with the Owner.

11.4.2 Surety Company executing bonds shall be acceptable to Owner and shall be authorized to do business in the State of Texas.

11.4.3 Surety Company shall list the address and phone number of the home office of its' principal place of business. Surety shall also provide the name, address and phone number of the local Agent issuing the bonds.

11.4.4 Contractor shall require attorney-in-fact who executes required bonds on behalf of surety to affix thereto a certified and current copy of power of attorney.

11.4.5 Contractor shall deliver required bonds to Owner not later than three (3) days following the date the Agreement is entered into, or if Work is to be commenced prior thereto in response to a letter of intent, Contractor shall, prior to commencement of Work, submit evidence satisfactory to Owner that such bonds will be furnished.

11.4.6 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

11.4.7 Contractor shall keep surety informed of progress of Work and where necessary, obtain surety's consent to, or waiver of: (1) notice of changes in the Work; (2) request for reduction or release of retention; (3) request for final payment; and (4) any other information required by surety.

ARTICLE 12 **UNCOVERING AND CORRECTION OF WORK**

12.1 UNCOVERING OF WORK

12.1.1 If a portion of the Work is covered contrary to the Architect's, Owner's or governing authority's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's, Owner's or governing authority's examination and be replaced at the Contractor's expense without change in the Contract Time.

12.1.2 If a portion of the Work has been covered which the Architect, Owner or governing authority has not specifically requested to examine prior to its being covered, the Architect, Owner or governing authority may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such cost and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

12.2 CORRECTION OF WORK

12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

12.2.1.1 The Contractor shall promptly correct Work rejected by the Architect, Owner or governing authority or failing to conform to the requirements of the Contract Documents, whether observed before, or after, Substantial Completion and whether or

not fabricated, installed or completed. The Contractor shall bear costs of correcting such rejected Work, including additional testing and inspections and compensation for the Architect's services and expenses made necessary thereby.

12.2.2 AFTER SUBSTANTIAL COMPLETION

12.2.2.1 In addition to the Contractor's obligation under Paragraph 3.5, if, within one (1) year after the date of Substantial Completion of the Work, or designated portion thereof, or after the date for commencement of warranties established under Subparagraph 9.9.1, or by terms of an applicable special warranty required by the Contract Document, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This period of one (1) year shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. This obligation under this paragraph 12.2.2 shall survive acceptance of the Work under the Contract and termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

12.2.2.2 The one (1) year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

12.2.2.3 The one (1) year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Paragraph 12.2.

12.2.2.4 Upon request of Owner and prior to expiration of one (1) year from date of Substantial Completion, Architect may conduct, and Contractor shall attend, a meeting with Owner to review facility operations and performance.

12.2.3 The Contractor shall remove from the site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

12.2.4 The Contractor shall bear the cost of correcting destroyed, or damaged, construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.

12.2.5 Nothing contained in this Paragraph 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one (1) year period for correction of Work as described in Subparagraph 12.2.2 relates only to the specific obligation of the Contractor to correct the Work and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

12.3 ACCEPTANCE OF NONCONFORMING WORK

12.3.1 If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Contractor shall bear all direct, indirect and consequential costs attributable to Owner's evaluation of and determination to accept such defective or nonconforming Work (such costs to include but not limited to fees and charges of Architects, Architects, testing agencies, consultants, attorneys and other professionals). Such adjustment shall be affected whether or not final payment has been made. If any such acceptance occurs prior to final payment, Owner shall be entitled to an appropriate decrease in the Contract Sum. If the acceptance occurs after final payment, an appropriate amount will be paid by the Contractor to the Owner.

ARTICLE 13 **MISCELLANEOUS PROVISIONS**

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

13.2 SUCCESSORS AND ASSIGNS

13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

13.2.2 The Owner may, without consent of the Contractor, assign the Contract to lender providing construction financing for the Project. If the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

13.2.3 Contractor shall not assign any monies due or to become due hereunder without written consent of Owner and of Contractor's Surety. The Contractor shall file a copy of such consent of Surety, together with copy of assignment with Owner and Architect. In case Contractor assigns all or any part of any monies due or to become due under this Contract, instrument of assignment must contain a clause substantially to effect that it is agreed that right of assignees in and to any monies due or to become due to Contractor shall be subject to prior liens and claims of all persons, firms and corporations for services rendered; for payment of all laborers and mechanics for labor performed; for payment for all materials and equipment furnished and payment for all materials and

equipment used or rented in performance of the Work called for in Contract; and for payment of any liens, claims, or amounts due to governments or any of their funds.

13.3 WRITTEN NOTICE: Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered or sent by registered or certified mail or by courier service providing proof of delivery to the last business address known to the party giving notice.

13.4 RIGHTS AND REMEDIES

13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available there under shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

13.5 TESTS AND INSPECTIONS

13.5.1 Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the County shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the testing agency, Project inspector (if any), public authorities and (if requested), Architect timely notice of when and where tests and inspections are to be made so that they may observe such procedures. The Owner shall bear costs of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded.

13.5.2 If the Architect, Owner, Project inspector (if any), or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Subparagraph 13.5.1, the Project inspector (if any), or Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the testing agency, project inspector (if any), governing agency, and (if requested), Architect of when and where tests and inspections are to be made so they may observe such procedures. The Owner shall bear such costs except as provided in Subparagraph 13.5.3.

13.5.3 If procedures for testing, inspection or approval under Subparagraphs 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, laws, statutes, ordinances, codes, rules or regulations, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly

delivered to the Architect and Project inspector (if any).

13.5.5 If the Architect, Owner or Project inspector (if any), is to observe tests, inspections or approvals required by the Contract Documents, they will do so promptly and where practicable, at the normal place of testing.

13.5.6 Test or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

13.6 INTEREST

13.6.1 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the legal rate prevailing for public entities under the laws of the State of Texas.

13.7 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

13.7.1 As between the Owner and Contractor:

- .1 Before Substantial Completion.** Before Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;
- .2 Between Substantial Completion and Final Certificate for Payment.** As to acts or failures to acts occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate for Payment; and
- .3 After Final Certificate for Payment.** As to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any warranty provided under Paragraph 3.5, the date of any correction of the Work or failure to correct the Work by the Contractor under paragraph 12.2, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or Owner, whichever occurs last.

13.8 EQUAL OPPORTUNITY

13.8.1 Contractor shall maintain policies of employment as follows:

- .1** Contractor and Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth policies of

- nondiscrimination.
- .2 Contractor and Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

13.9 NON-DISCRIMINATION

13.9.1 In performance of Work, Contractor and Subcontractors agree not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation or national origin. This provision shall include, but not be limited to the following; employment, upgrading, demotion, promotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.

ARTICLE 14 **TERMINATION OR SUSPENSION OF THE CONTRACT**

14.1 TERMINATION BY THE CONTRACTOR

14.1.1 The Contractor may terminate the Contract if the work is stopped for a period of thirty (30) days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons performing portions of the Work under the Contract with the Contractor, for any of the following reasons:

- .1 issuance of an order of a court or other public authority having jurisdiction;
- .2 an act of government, such as a declaration of national emergency, making material unavailable;
- .3 because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Subparagraph 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 if repeated suspensions, delays or interruptions by the Owner as described in Paragraph 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or one hundred twenty (120) days in any three hundred sixty-five (365) day period, whichever is less.

14.1.2 If one of the above reasons exists, the Contractor may, upon seven (7) additional days written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools and construction equipment and machinery, including reasonable overhead, profit and damages.

14.1.3 If the Work is stopped for a period of sixty (60) days through no act or fault of the Contractor or a Subcontractor or their agents, employees or any other persons performing portions of the Work under the Contract with the Contractor because the Owner has persistently failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven (7) additional days written notice to the Owner and the Architect,

terminate the Contract and recover from the Owner as provided in Subparagraph 14.1.2.

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1 The Owner may terminate the Contract if the Contractor:

- .1 persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make prompt payment to Subcontractors for materials or labor in accordance with the respective agreement between the Contractor and the Subcontractors;
- .3 persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

14.2.2 When any of the above reasons exist and the Owner believes that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety seven (7) days written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor;
- .2 accept assignment of subcontracts pursuant to Paragraph 5.4; and
- .3 finish the Work by whatever reasonable method the Owner may deem expedient.

14.2.3 When the Owner terminates the Contract for one of the reasons stated in Subparagraph 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

14.3 SUSPENSION BY OWNER FOR CONVENIENCE

14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Subparagraph 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent:

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 **ACCESS TO THE WORK**

15.1 Architect, the Owner, and their authorized representatives, shall have access at all times to the work for inspection wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and inspection.

ARTICLE 16 **STANDARDS**

16.1 Any material specified by reference to the number, symbol or title of a specific standard, such as a Commercial Standard, a Federal specification, a trade association standard or other similar standard, shall comply with the requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of these Specifications, except as limited to type, class or grade, or modified in such reference.

16.2 The Standards referred to, except as modified in the Specifications, shall have full force and effect as though printed in the Specifications. These Standards are not furnished to bidders for the reason that the manufacturers and trade involved are assumed to be familiar with their requirements. The Architect will furnish, upon request, information as to how copies of the standards referred to may be obtained.

16.3 It is not the intent of the Specifications to limit materials to the product of any particular manufacturer. Where definite materials, equipment and/or fixtures have been specified by name, manufacturer or catalog number, it has been done to set a definite standard and a reference for comparison of quality, application, physical conformity and other characteristics. It is not the intention to discriminate against, or prevent, any dealer, jobber or manufacturer from furnishing materials, equipment and fixtures which, in the judgment of the Architect, expressed in writing, meet or exceed the characteristics of the specified items.

ARTICLE 17
PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS

17.1 No officer or employee of Brazos County, Texas, shall have a financial interest, direct or indirect, in this Agreement or shall be financially interested, directly or indirectly, in the sale of any materials, supplies or services, except on behalf of the County as an officer or employee. Any willful violation of this Article shall constitute malfeasance in office and any officer or employee guilty thereof shall be subject to removal from his office or position. Any violation of this Article with the knowledge, express or implied, of the Contractor or Subcontractors shall render this Agreement voidable by Brazos County.

ARTICLE 18
PREVAILING WAGE RATES

18.1 PREVAILING WAGE RATE DETERMINATION


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

ARTICLE 19
AUTHORITY TO CONTRACT

The County Judge is authorized to execute this Agreement upon the Commissioners Court's approval of the Agreement as set forth in the minutes of the Court's JANUARY 9, 2024, meeting.

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

OWNER:
BRAZOS COUNTY, TEXAS



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

Date: 1/9/2024

CONTRACTOR:
JACODY CONSTRUCTION, LP



JACODY CONSTRUCTION, LP

Date: 12/18/23

ATTACHMENT "A"
EXTERIOR ACCESS STAIRS
REQUEST FOR PROPOSAL CIP 24-513 (WITH
CLARIFICATION EMAILS)



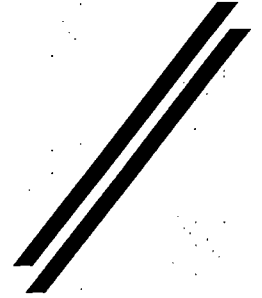
JACODY

CONSTRUCTION

REQUEST FOR PROPOSALS

RFP NO. CIP 24-513

EXTERIOR ACCESS STAIRS

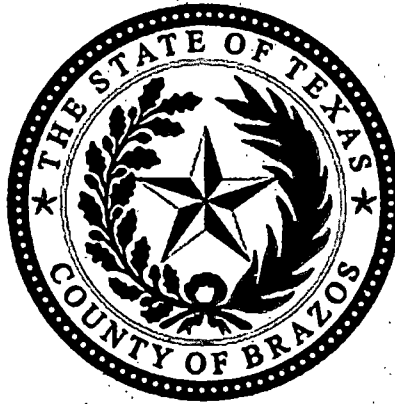


SUBMITTED DATE:

TUESDAY, NOVEMBER 8, 2023
2:00 P.M. CST

SUBMITTED TO:

Brazos County Purchasing Department
200 S. Texas Ave. Suite 352
Bryan, Tx 77803



SUBMITTED BY:

JACODY CONSTRUCTION, LP
10770 SH 30, SUITE 400
COLLEGE STATION, TEXAS 77845
979.774.5613

TABLE OF CONTENTS

1. Completed and Signed RFP: References Certification of Proposal	Tab 1
2. Bid Bond and Company Insurance	Tab 2
3. Exhibit B – Pricing Form	Tab 3
4. Signed Addenda's	Tab 4



REQUEST FOR PROPOSALS

RFP NO. CIP 24-513

EXTERIOR ACCESS STAIRS

SEALED PROPOSALS TO BE SUBMITTED BEFORE:

Tuesday, November 28, 2023 2:00pm CST

**TO THE:
BRAZOS COUNTY
PURCHASING DEPARTMENT**

200 S. Texas Ave. Suite 352

Bryan, TX 77803

Phone: (979) 361-4290

Fax: (979) 361-4293

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

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

Company Name: JaCody Construction, LP

By (Print): Forrest Couch Title: Partner

Physical Address: 10770 SH 30, Suite 400, College Station, TX 77845

Mailing Address: 10770 SH 30, Suite 400, College Station, TX 77845

Telephone: 979-774-5613 Fax: 979-774-5693 E-Mail: forrest.couch@jacodyconstruction.com

A. SOLICITATION SCHEDULE

A Pre-Proposal Conference will be held at the Brazos Center located at 3232 Briarcrest Dr, Bryan, TX 77802, followed by the Brazos County Health District, and finishing at the Brazos County Juvenile Justice Center at 2:00 p.m. on Thursday, November 16, 2023.

Release of RFP	Tuesday, November 7, 2023
Advertisement Dates	Tuesday, November 7, 2023 Tuesday, November 14, 2023
Pre-Proposal Conference	Thursday, November 16, 2023 at 2:00 PM CST
Deadline for Questions	Tuesday, November 21, 2023 at 5:00 PM CST
Proposal Submission Deadline	Tuesday, November 28, 2023 at 2:00 PM CST
Review/Contract Evaluations/Negotiations	December
Anticipated Award	December
Anticipated Construction Start	January 2024

B. SUMMARY OF WORK

The Exterior Access Stairs consists of the fabrication and installation of self-supporting roof access stairs at three (3) Brazos County Building locations. The buildings are: 1. The Brazos Center, located at 3232 Briarcrest Drive, Bryan, Texas 77802; 2. The Brazos County Health District, located at 201 North Texas Avenue, Bryan, Texas 77803; and 3. The Brazos County Juvenile Justice Center, located at 1904 West State Highway 21, Bryan, Texas 77803. Each roof access stair will be shop fabricated and assembled on site. Each stair will have a davit crane for loading and unloading equipment, tools, or vehicles onto the roof from the ground level. Each stair will also have a security gate at the base that will be accessible only to Brazos County staff.

C. ALTERNATES

There are no planned alternates for this project.

D. CONDITIONS OF RFP

The following instructions apply to all proposals and become a part of Terms and Conditions of any proposal submitted to the Brazos County Purchasing Department, unless otherwise specified elsewhere in this Proposal. All Contractors are required to be informed of these Terms and Conditions and will be held responsible for having done so:

1. Definitions: In order to simplify the language throughout this proposal, the following definitions shall apply:
 - a. **BRAZOS COUNTY** - Same as County.
 - b. **COMMISSIONERS' COURT** - The elected officials of Brazos County, Texas given the authority to exercise such powers and jurisdiction of all county business as conferred by the State Constitution and Laws.
 - c. **CONTRACT** - An agreement between the County and a Vendor to furnish supplies and/or services over a designated period of time during which repeated purchases are made of the commodity specified.
 - d. **CONTRACTOR** - The successful Contractor(s) of this proposal request.
 - e. **COUNTY** - The government of Brazos County, Texas and its authorized representatives.
 - f. **SUB-CONTRACTOR** - Any contractor hired by the Contractor or Supplier to furnish materials and services specified in this proposal request.

g. **SUPPLIER** - Same as Contractor

2. Brazos County will follow the Texas Local Government Code, Chapter 262.030 for this RFP process. The proposals will be opened on the date and time mentioned above and only the names of the proposers will be read aloud. The proposals will be distributed to the evaluation committee and this committee will evaluate each proposal according to the criteria set forth in this RFP. The committee will determine how many of the top evaluated firms will be negotiated with depending on the scores and other factors at the discretion of Brazos County. If the County chooses, these top scoring firms will be given an opportunity to present potential value engineering or cost saving suggestions to the County. All firms will be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and no pricing will be shared with any of the firms at any time until after an award is made and contract is approved by Commissioners' Court. A best and final offer will be requested including any revisions and allowing for a revision of the completion timeframe for inclusion into the final contract.
3. Upon acceptance and approval by the Commissioners' Court, this proposal will be made part of the contract between Brazos County and the successful Contractor for the period designated.
4. **Proposals must be received by the Purchasing Department prior to the time and date specified.**
5. The County reserves the right to accept or reject in part or in whole, any proposals submitted, and to waive any technicalities for the best interest of the County.
6. Brazos County shall not be responsible for any verbal communication between any employee of the County and any potential Contractor. Only written specifications and written price quotations will be considered.
7. Brazos County reserves the right to reject any proposals that do not fully respond to each specified item.
8. Should there be a change in ownership or management; the contract shall be canceled unless a mutual agreement is reached with the new owner to continue the contract with its present provisions and prices. This contract is nontransferable and non-assignable by either party.
9. The County may cancel this contract at any time for any reason, provided a thirty- day written notice is given.
10. The proposal award shall be based on, but not necessarily limited to, the following factors:
 - a. **Total cost including the selected alternates and addenda** **40%**
Contractor's fee and all construction costs by line item will be considered with all other criteria to determine best value to the project. The lowest proposal price of all the proposals becomes the standard by which all price proposals are evaluated.

- b. **Completion time** **15%**
How many days it will take to reach substantial completion of the project. The lowest construction time proposal of all the proposals become the standard by which all the time proposals are evaluated.
- c. **Past performance on similar projects of size and scope** **10%**
Proposer's specific experience on like projects. Consideration will be given to the number and type of like projects completed.
- d. **Overall Experience of Project Manager & Superintendent** **20%**
Proposer's direct management personnel experience. Points are awarded based on the qualifications of proposer's Project Manager and Superintendent.
- e. **Resource Availability** **15%**
Listing of personnel and company owned or leased equipment. Provide other resources available.

11. Although the cost is an essential part of the proposal, Brazos County is not obligated to award a contract on the sole basis of cost.
12. Acceptance of work provided shall be made by the County at the sole discretion of the Commissioner's Court when all terms and conditions of the contract and specifications have been met to its satisfaction, including the submission to the County of any and all documentation as may be required.
13. Title and Risk of Loss of the goods shall not pass to Brazos County until the County actually accepts and takes possession of the goods at the point or points of delivery.
14. This agreement shall be governed by the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
15. No proposal may be withdrawn after opening time without acceptable reason and with the approval of Purchasing Agent.
16. Proposals will not be considered if submitted by telephone, fax, or any other means of rapid dispatch, nor will a proposal be considered if submitted to any other person or department other than specifically instructed.
17. All proposals shall be submitted in accordance with the instructions contained herein. Brazos County will not be liable for any information received through other websites or sources of information. It is the sole responsibility of the respondent to verify the accuracy of information received from sources other than Brazos County. It is recommended that the respondent check the Brazos Valley e-Marketplace (<https://brazosbid.ionwave.net>) for addenda prior to submitting their proposal.
18. There is no expressed or implied obligation for Brazos County to reimburse responding service providers for any expenses incurred in preparing proposals in response to this request.
19. **Proposals must show full company name, mailing address and telephone number and be manually signed by an authorized sales or quotation representative of the Contractor. Company name and authorized signature shall appear in each space**

provided. The Respondent must include Employer Identification Number or Social Security Number and signature for the proposal to be valid

20. **The Contractor shall be responsible for following all provisions of Chapter 2258 of the Government Code relating to the payment of prevailing wages. The wage rates to be used are included in Exhibit A attached. A contractor or subcontractor who violates this section shall pay to Brazos County \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated on Exhibit A.**
21. The proposal specifies the number of consecutive calendar days required to reach substantial completion of the project under normal conditions. Failure to comply with completion time will be considered reason enough to enforce liquidated damages and/or cancel the contract. If the job cannot be completed within the terms of the contract as determined by Brazos County, Brazos County will suffer further loss. Contractor and Contractor's Surety shall be liable for and shall pay Owner stipulated and fixed sums, hereinafter agree to as liquidated damages, for each additional calendar day of delay past the thirty (30) days stated in the contract: two hundred fifty dollars (\$250.00). It is understood that said sum shall be considered liquidated damages and shall not be considered as a penalty against the Contractor.
22. Proposals must specify the number of consecutive calendar days required to reach substantial completion of the project under normal conditions. Failure to specify completion time or failure to comply with completion time will be considered reason enough to cancel the contract.
23. Proposals must be submitted on units of quantity specified. In the event of errors in extended prices the unit price shall govern. In the event of a discrepancy between the numbers given for the price and the word form of the price, the word form shall govern. Any suggested change in quantity on the part of the bidder to secure better price or delivery is welcomed and may be given consideration provided that the bidder also bids on the quantity specified.
24. It is our policy not to furnish proposal results over the phone. Proposal results and tabulation sheets will be posted on Brazos County website after it is awarded by Commissioners Court.
25. This Proposal will be made part of any resulting contract the County may enter into. The terms and conditions of the County contained in this RFP or the plans for this RFP shall supersede those of the respondent in the event of a conflict.
26. If any provision of this contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

27. No oral statements of any person shall modify or otherwise change or affect the terms, conditions or specifications. All change orders to this agreement shall be made in writing and shall not be effective unless signed by an authorized representative of Brazos County.

E. SPECIAL PROVISIONS

1. Respondent with questions regarding the proposal should submit them in writing via the Brazos Valley e-Marketplace at <https://brazosbid.ionwave.net>.
2. Fill out the proposal completely, identify the proposal name and number on the outside and return it to the Brazos County Purchasing Department, Administration Building, 200 South Texas Ave., Suite 352, Bryan, Texas 77803 prior to the submission deadline. The proposal is invalid if it is not deposited at the designated location prior to the time and date advertised, or prior extension issued by the County.
3. All proposals shall be prepared on the bid forms located on the Brazos Valley e-Marketplace County web site <https://brazosbid.ionwave.net>. The proposer must put the proposal number and name on the front of the envelope before mailing it to the Purchasing Department.
4. In addition to the County's proposal form, all proposals shall be accompanied by a Contractor's Qualification Statement (AIA Document A-305 or equal) listing five (5) like projects, along with the project's owner and engineer contact information on each project. Please note key individuals means Project Manager and Superintendent for this project. Please be specific on the project commitments in progress and future planned commitments to comply with the requests of this RFP.
5. During the evaluation process, Brazos County reserves the right, in the best interest of the County, to request additional information or clarification from Contractors.
6. The contract shall be awarded to the responsible Contractor whose proposal is determined to be the best evaluated offer.
7. Responses to this proposal should be clear and concise addressing all requirements listed above and any other factors not specifically mentioned which would be advantageous to Brazos County.
8. Performance Standards:
 - a. All services contracted herein shall be done in a courteous and orderly manner. All Contractor personnel shall be appropriately dressed at all times while on the property.
 - b. The personnel performing the services contracted herein shall be under the sole responsibility and the employ of the Contractor.
 - c. All materials and equipment brought to the site are the full responsibility and liability of the Contractor until removed from the site as required.
 - d. Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools, transportation, and other facilities and services necessary for the proper execution and completion of the work herein contracted to be done.

- e. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and order of any public authority in connection with the performance of the work herein to be done.
- f. The Contractor shall be responsible for initiating, maintaining, and supervising appropriate safety precautions and programs in connection with the work herein contracted to be done. The Contractor shall take all reasonable precautions for safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (1) all employees on the project and other persons who may be affected thereby, (2) the project and all materials and equipment to be incorporated therein, and (3) other property at the site or adjacent thereto.
- g. Contractor will be responsible for immediate notification of all damage to the property by the Contractor or its representative(s).

F. TRADE SECRETS, CONFIDENTIAL INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

- 1. Brazos County, Texas is subject to the Texas Publication Information Act, Chapter 552, Texas Government Code. Proposals submitted to Brazos County, Texas in response to this RFP are subject to release by the County as public information. If the Proposer believes that the Proposal response, or part of it are confidential, as proprietary information, (s)he must specify that either all or part is excepted and provide specific and detailed justification for its claim of confidentiality. Vague and general claims to confidentiality are not acceptable. All Proposals or parts of the Proposals which are not marked as confidential will be considered public information after a contract has been awarded. The successful Proposal may be considered public information even though parts are marked confidential.
- 2. Brazos County, Texas assumes no responsibility for asserting legal arguments on behalf of the Respondents. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this proposal process and to take precautions to safeguard trade secrets and other proprietary information.
- 3. Marking your entire Proposal CONFIDENTIAL/PROPRIETARY is not in conformance with the Texas Public Information Act.
- 4. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor agrees that the contract can be terminated if the contractor knowingly or intentionally fails to comply with a requirement of that subchapter. This provision is mandatory and may not be altered or deleted, as required by Sec. 552.372(b) of the Texas Government Code.

G. CONFLICT OF INTEREST

- 1. The Respondent shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of Brazos County.
- 2. By signing and executing this Proposal, the Respondent certifies and represents to the County the Proposer has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value for the receipt of special treatment, advantage, information,

recipient's decision, opinion, recommendation, vote or any other exercise of discretion concerning this Proposal.

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

H. ADDENDA AND MODIFICATIONS

1. Any changes, additions or clarifications to the RFP will be made by numbered addenda and must be acknowledged in the Proposal.
2. Any firm in doubt as to the meaning of any part of these requirements may request an interpretation thereof from the Purchasing Agent. At the request of the Proposer, or in the event the Purchasing Agent deems the interpretation to be substantive, the interpretation will be made by written addendum issued by the Purchasing Department. Such addendum will be posted on the Brazos Valley e-Marketplace and will become a part of the Proposal package, having the same binding effect as provisions of the original Proposal. No verbal explanation or interpretations will be binding. In order to have a request of interpretation considered, the request must be submitted in writing and must be received by the Purchasing Department no later than the question deadline.
3. All addenda, amendments, and interpretations of this solicitation shall be in writing. Brazos County shall not be legally bound by any amendment or interpretation that is not in writing. Only information supplied by the County in writing or in this RFP should be used in preparing Proposal responses.
4. The County does not assume responsibility for receipt of any addendum sent to Proposers.
5. All addenda must be acknowledged on this form.
6. The Commissioner's Court delegated the right and responsibility for issuing any and all addenda to the Purchasing Agent.

I. EXAMINATION OF DOCUMENTS AND REQUIREMENTS

1. Each Proposer shall carefully examine all RFP documents and be thoroughly familiar with all requirements prior to submitting a Proposal.
2. Before submitting a Proposal, each Proposer shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of the RFP. Failure to make such investigations and examinations shall not relieve the Proposer of the obligation to comply, in every detail, with all provisions and requirements of the RFP.

J. TAXES

Brazos County is tax exempt. Tax exemption certificates will be executed by the County upon request.

K. INSURANCE

The Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors. The Contractor's insurance coverage shall be primary insurance with respect to the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be considered in excess of the Contractor's insurance and shall not contribute to it. Further, the Contractor shall include all subcontractors as additional insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. **All Certificates of Insurance and endorsements shall be furnished to the County's Representative and approved by the County before work commences.**

Standard Insurance Policies Required:

- a. Commercial General Liability Policy
- b. Automobile Liability Policy
- c. Worker's Compensation Policy

General Requirements applicable to all policies:

- a. Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- b. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
- c. "Claims Made" policies will not be accepted.
- d. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Brazos County.
- e. All insurance policies shall be furnished to Brazos County upon request.

1. COMMERCIAL GENERAL LIABILITY

- a. General Liability insurance shall be written by carrier with an A:VIII or better rating in accordance with the current Best Key Rating guide.
- b. Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- c. No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.
- d. Excess Liability Umbrella Policy in the amount of not less than \$2,000,000.00 will be provided at the Contractors expense.
- e. Brazos County shall be named as additional insured on Contractors insurance. "Texas Waiver of Our Right to Recover From Others Endorsement" shall be included in this policy. (Waiver of Subrogation)

2. AUTOMOBILE LIABILITY

- a. General Liability Insurance shall be written by a carrier with an A:VIII or better rating in accordance with the current Best Key Rating Guide.
- b. Minimum Combined Single Limit of \$600,000.00 per occurrence for bodily injury and property damage.

3. WORKER'S COMPENSATION INSURANCE

Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas compensation insurance policy; either directly through their employer's policy (the Contractor's or subcontractor's policy) or through an executed coverage agreement on an approved TWCC form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Contractors and subcontractors *must* use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.

The worker's compensation insurance shall include the following terms:

- a. Employer's Liability limits of \$500,000.00 for each accident is required.
- b. "Texas Waiver of Our Right to Recover From Others Endorsement" shall be included in this policy. (Waiver of Subrogation)

Pursuant to the explicit terms of Title 28, Section 110.110 (c) (7) of the Texas Administrative Code, the bid specifications, this Agreement, and all subcontracts on this Project must include the following terms and conditions in the following language, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

a. Definitions:

- i. Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Worker's Compensation Commission, or a coverage agreement (TWCC-81), TWCC-83, or TWCC-84), showing statutory worker's compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
- ii. Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.
- iii. Persons providing services on the project ("subcontractors" in section 406.096 {of the Texas Labor Code}) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as

food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- b. The Contractor shall provide coverage, based on the proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the Contractor providing services on the project, for the duration of the project.
- c. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- d. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- e. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - i. a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file providing services on the project, and certificates of coverage showing coverage for all person; and
 - ii. no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- f. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- g. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.
- h. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- i. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
 - i. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreement, that meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all of its employees providing services on the project, for the duration of the project;
 - ii. provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - iii. provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - iv. obtain from each other person with whom it contracts, and provide to the Contractor:

- (a) a certificate of coverage, prior to the other person beginning work on the project; and
- (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- v. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- vi. notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person know or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- vii. contractually require each person with whom it contracts, to perform as required by paragraphs (a)-(g), with the certificates of coverage to be provided to the person for whom they are providing services.
- j. By signing this contract, or providing, or causing to be provided a certificate of coverage, the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier, or, in the case of a self-insured, with the commission's Division of Self-Insurance regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

4. CERTIFICATES OF INSURANCE

Certificates shall be prepared and executed by the insurance company or its authorized agent, and shall contain the following provisions and warranties:

- a. The company is licensed and admitted to do business in the State of Texas.
- b. The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas State Board of Insurance or ISO.
- c. All endorsements and insurance coverage according to requirements and instructions contained herein.
- d. The form of the notice of cancellation, termination, or change in coverage provisions to Brazos County.
- e. Original endorsements affecting coverage required by the section shall be furnished with the certificates of insurance.

L. COMPLIANCE WITH LAW

The Contractor's work and materials shall comply with all state and federal laws, municipal ordinances, regulations, and directions of inspectors appointed by proper authorities having jurisdiction.

The Contractor shall perform and require all subcontractors to perform the work in accordance with applicable laws, codes, ordinances, and regulations of the State of Texas and the United States and in compliance with OSHA and other laws as they apply to its employees. In the event any of the conditions of the specifications violate the code for any industry, then such code conditions shall prevail.

The Contractor shall follow all applicable state and federal laws, municipal ordinances, and guidelines concerning soil erosion and sediment control throughout the Project and warranty term.

M. SAFETY PRECAUTIONS

Safety precautions at the site are a part of the construction techniques and processes for which the Contractor shall be solely responsible. The Contractor is solely responsible for handling and use of hazardous materials or waste, and informing employees of any such hazardous materials or waste. The Contractor shall provide copies of all hazardous materials and waste data sheets to the Bryan Fire Department marked "Attn.: Assistant Chief".

The Contractor has the sole obligation to protect or warn any individual of potential hazards created by the performance of the work set forth herein. The Contractor shall, at its own expense, take such precautionary measures for the protection of persons, property, and the work as may be necessary. The Contractor shall be held responsible for all damages to property, personal injuries and/or death due to failure of safety devices of any type or nature that may be required to protect or warn any individual of potential hazards created by the performance of the work set forth herein; and when any property damage is incurred, the damaged portion shall immediately be replaced or compensated for by the Contractor at its own cost and expense.

N. INDEMNITY

To the fullest extent permitted by law, the Contractor agrees to and shall indemnify, hold harmless, and defend the County, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees for injury to or death of any person, for damage to any property, or for any breach of contract, arising out of or in connection with the work done by the Contractor under this Contract, provided that any such claim, loss, damage, cause of action, suit or liability is caused in whole or in part by an act or omission of the Contractor, any subcontractor, or any person, organization directly or indirectly employed by any of them to perform or furnish work on the Project. This indemnity shall apply regardless of whether such injuries, death, damages, or breach are caused in part by the negligence or omission of the County, any other party indemnified hereunder, the Contractor, or a third party.

The indemnification shall include but not be limited to the following specific instances:

- a. In the event the County is damaged due to the act, omission, mistake, fault or default of the Contractor, then the Contractor shall indemnify and hold harmless and defend the County for such damage.
- b. The Contractor shall indemnify and hold harmless and defend the County from any claims for payment for goods or services brought by any material suppliers, mechanics, laborers, or other subcontractors.
- c. The Contractor shall indemnify and hold harmless and defend the County from any and all injuries to or claims to adjacent property owners caused by the Contractor, its agents, employees and representatives.
- d. The Contractor shall be responsible for any damage to the floor, walls, etc., caused by the Contractor's personnel or equipment.
- e. The Contractor shall also be responsible for the removal of all related debris.
- f. The Contractor shall also be responsible for subcontractors hired.

- g. The Contractor shall indemnify, hold harmless, and defend the County from any liability caused by the Contractor's failure to comply with applicable federal, state, or local regulations, that touch upon or concern the maintenance of a safe and protected working environment and the safe use and operation of machinery and equipment in that working environment, no matter where fault or responsibility lies.

The indemnification obligations of the Contractor under this section shall not extend to include the liability of any architect, their consultants, and agents or employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the architect, their consultants, and agents and employees of any of them, provided such giving or failure to give is the primary cause of the injury or damage.

O. RELEASE

The Contractor assumes full responsibility for the work to be performed hereunder, and hereby releases, relinquishes, and discharges the County, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether employees of either party or other third parties) and any loss of or damage to any property (whether property of either of the parties hereto, their employees, or of third parties) that is caused by or alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance, and in the event of injury, death, property damage, or loss suffered by the Contractor, any subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish work on the project, this release shall apply regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the County.

P. BONDING REQUIREMENTS

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

Q. PROPOSAL SUBMITTAL

1. The Proposer shall submit the proposal on the forms enclosed on the Brazos County web site. All blank spaces in forms shall be correctly filled in by typewriter or manually in ink and the bidder shall state the prices.
2. If a proposal is submitted by an individual, his name must be signed by him or his duly authorized agent. If the proposal is submitted by a firm, association, or partnership, the name and address of each member must be given, and the proposal must be signed by an official or duly authorized agent.
3. **The Proposer shall submit one (1) original of completed RFP with appropriate signature(s). This should include any pricing (Exhibit B), references, specified qualifications, etc. The Proposer shall also submit and five (5) copies of the qualification statements in their proposal packet.**
4. By signing the certification below, the respondent verifies that all plans and specifications have been reviewed and are considered in the pricing attached. Prior to award, the respondent also completes the Verification of No Delinquent Taxes or Fees form (V.T.C.A. LOCAL GOVERNMENT CODE §262.0276), Legislative Certification Form, and the Disclosure of Interested Parties (1295). These are all available on the Brazos County Purchasing website.
5. List of Exhibits that vendor has confirmed they have reviewed before signing and submitting this response:
 - a. Exhibit A: Architect's Plans
 - b. Exhibit B: Bid Form
 - c. Exhibit C: Prevailing Wage Rates
 - d. Exhibit D: Sample Construction Contract
 - e. Exhibit E: Geotech Reports for each building
6. By submitting a response to this RFP, the proposer is agreeing to sign the County's Contract, Exhibit C attached.
7. **The following items should be completed and included in your bid submission. Failure to include these items will disqualify your bid.**
 - a. **Completed and signed RFP including:**
 - i. **References (Section S)**
 - ii. **Certification of Proposal (Section V)**
 - b. **Contractor's Qualification Statement (AIA Document A-305 or equal)**
 - i. **To include similar projects of size and scope**
 - ii. **To include Project Manager and Superintendent experience**
 - iii. **To include list of available resources (Personnel and equipment not concurrently committed to another project)**
 - c. **Bid Bond, certified check or cashier's check for 5% of the total bid amount**
 - d. **Exhibit B – Pricing Form**
 - e. **Signed Addenda's (if any)**

R. LIST OF SUB-CONTRACTORS

- 1. Earthwork McDermott Construction, LLC
- 2. Demolition McDermott Construction LLC
- 3. Mechanical N/A
- 4. Electrical N/A
- 5. Masonry Contractor N/A
- 6. Concrete McDermott Construction LLC
- 7. Roofing N/A
- 8. Mill Work N/A
- 9. Other Steel Fabrication - ExoTech Construction
- 10. Other Fencing - Bills Fence
- 11. Other _____

S. PRICING

Complete Exhibit B attached and submitted with the proposal.

T. REFERENCES

Respondents shall provide a list of at least five (5) references, where work comparable in quality and scope to that specified has been performed within the past five (5) years. This list should include the **names, phone number and email** of the company/entity for which the prior work was performed to contact these references. References received on previous solicitations for similar size and scope in the previous six (6) months may be considered in lieu of obtaining a new reference check. A negative reference may be grounds for disqualification of bid. Respondents are not allowed to use Brazos County as a reference.

Company/Entity: Mid-South Synergy

Contact: Troy Morris

Phone: 936-825-5100 (O)

Email: tmorris@midsouthsynergy.com

--

Company/Entity: City of College Station

Contact: Rusty Warncke

Phone: 979-764-3486 (O)

Email: rwarncke@cstx.gov

Company/Entity: Monogram/CS, LLC

Contact: Peter Ajlouny

Phone: 408-202-9922 (O)

Email: peter@monogramproperty.com

Company/Entity: Andrews Orthodontics

Contact: Dr. John Andrews

Phone: 979-220-4235

Email: jaortho@gmail.com

Company/Entity: PlanNorth Architectural

Contact: Ryan Key

Phone: 979-777-0602

Email: ryan@plannorth.com

U. PROPOSAL EVALUATION WAIVER

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

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

Note: The Statement of Affirmation Must be Notarized.

STATEMENT OF AFFIRMATION

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

Firm's Name: JaCody Construction, LP

Address: 10770 SH 30, Suite 400, College Station, TX 77845

Proposer's Name: Forrest Couch

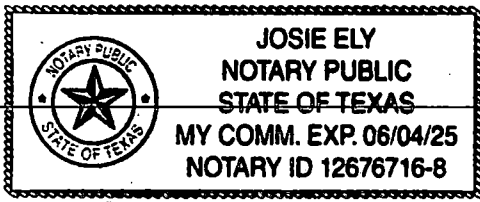
Position/Title: Partner

Proposer's Signature: [Handwritten Signature]

Date: 11/28/2023

Subscribed and sworn to me on this 20th day of November in the year 2023

[Handwritten Signature]
Notary Public



My Commission expires 06/04/2025

V. ADDENDA


The undersigned acknowledges responsibility for all addenda issued prior to closing date. No addenda will be issued less than 48 hours prior to the solicitation submission deadline.

No. 1 No. _____ No. _____

Date 11/22/2023 Date _____ Date _____

W. CERTIFICATION OF PROPOSAL

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

Signed By:  Title: Partner

Typed Name: Forrest Couch

Company Name: JaCody Construction, LP

Mailing Address: 10770 SH 30, Suite 400, College Station, TX 77845
P.O. Box or Street City State Zip

Employer Identification Number: 81-1304514

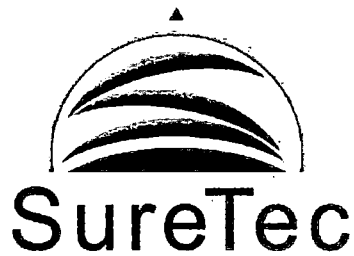
CORPORATE SEAL IF SUBMITTED BY A CORPORATION
END OF RFP NO. CIP 24-513

By signing below, Brazos County agrees that this RFP CIP 24-513 will be awarded to the respondent whose name appears above and both parties agree to the terms and conditions contained herein.

By: Brazos County Commissioner's Court 

Date: JANUARY 9, 2024

Attest: Brazos County Clerk 



BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we JaCody Construction, LP as principal, hereinafter called the "Principal," and **SURETEC INSURANCE COMPANY**, 1330 Post Oak Boulevard, Suite 1100, Houston, Tx 77056, as surety, hereinafter called the "Surety," are held and firmly bound unto Brazos County as obligee, hereinafter called the Obligee, in the sum of Five Percent of the Total Amount Bid Percent (5%) of the Amount Bid by Principal 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 Exterior Stairs Access.

NOW, THEREFORE, if the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 28th day of November, 2023.

JaCody Construction, LP
(Principal)

BY: 

TITLE: PARTNER

SureTec Insurance Company

BY: 

Jeff Husk, Attorney-in-Fact



JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Patrick L Watkins, Sheila Pennington Noxon, Rodney T Watkins, James F Siddons, April M Terbay, Andrew Webb, Hanna Ogle

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:


Ten Million and 00/100 Dollars (\$10,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

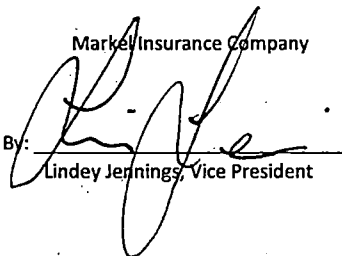
IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 24th day of January, 2023.

SureTec Insurance Company

By: 
Michael C. Keimig, President



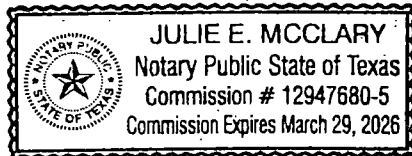
Markel Insurance Company

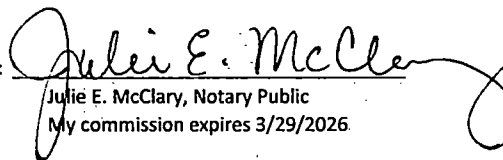
By: 
Lindey Jennings, Vice President

State of Texas
County of Harris:

On this 24th day of January, 2023 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.

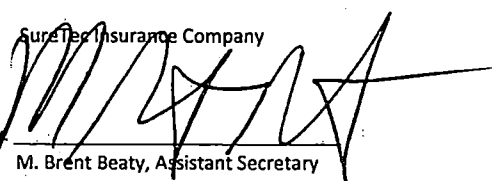


By: 
Julie E. McClary, Notary Public
My commission expires 3/29/2026

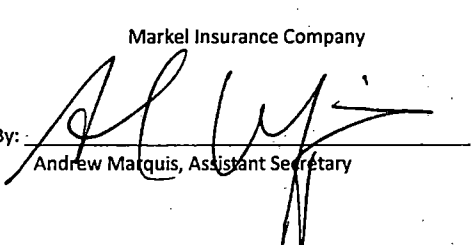
We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 28th day of November, 2023.

SureTec Insurance Company

By: 
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: 
Andrew Marquis, Assistant Secretary

SureTec Insurance Company

IMPORTANT NOTICE

Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9500 Arboretum Blvd., Suite
400
Austin, TX 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252- 3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-
9104
Fax#: 512-490-1007
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.texas.gov

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

Exhibit B: Pricing Form

Vendor Name: JaCody Construction, LP

The base proposal price for the TOTAL PROJECT should include \$20,000 for contingency allowance to be used only as directed by the Brazos County.

Brazos Center:

1. Pricing for all materials and work included in the base proposal: \$ 147,463.00

a. Pricing in word format: One hundred forty-seven thousand, four-hundred sixty-three and no cents.

2. Time to substantially complete (99%) proposed work: 75 days

a. Total Number of days in word format: Seventy-five

****Assume crane procurement will take 6 weeks.**

Brazos County Health District:

3. Pricing for all materials and work included in the base proposal: \$ 132,559.00

a. Pricing in word format: One hundred thirty-two thousand, five hundred fifty-nine and no cents.

4. Time to substantially complete (99%) proposed work: 75 Days

a. Total Number of days in word format: Seventy-five

****Assume crane procurement will take 6 weeks.**

Brazos County Juvenile Detention Center:

5. Pricing for all materials and work included in the base proposal: \$ 149,109.00

a. Pricing in word format: One hundred forty-nine thousand, one hundred nine and no cents.

6. Time to substantially complete (99%) proposed work: 75 days

a. Total Number of days in word format: Seventy-five

****Assume crane procurement will take 6 weeks.**

Total Project:

7. Pricing for all materials and work included in the base proposal for all three locations, including contingency:

\$ 451,680.00

a. Pricing in word format: Four hundred fifty-one thousand, six hundred eighty and no cents.

8. From award by Commissioners' Court and receipt of a purchase order, respondent can

begin work in 14 days starting with a signed contract in place.

a. Number of days in word format: Fourteen days.



Brazos County Purchasing Department

200 S. TX. AVE., STE 352 BRYAN, TX 77803
PHONE (979) 361-4292 FAX (979) 361-4293

Addendum #1 to CIP 24-513 Exterior Access Stairs

Issued: November 22, 2023
Change: Adding Crane Cut Sheets & Pre-Proposal Sign In Sheet
Reason: Information Requested

Please see the added Crane Cut Sheets and the Pre-Proposal Sign In Sheet that has been requested.

This addendum should be signed by an authorized representative of the respondent and returned with the bid documents as specified in the bid.

Acknowledgement of Addendum.

Signature: _____

Printed Name: _____

Format L Couch

Kaitlyn Battles

From: Forrest Couch <forrest.couch@jacodyconstruction.com>
Sent: Friday, December 1, 2023 12:02 PM
To: Kaitlyn Battles
Cc: William C. Wendt; Josie Ely; Forrest Couch
Subject: RE: Clarification Question: CIP 24-513 Exterior Access Stairs
Attachments: Exhibit B -JaCody Construction.pdf

Brazos County Disclaimer

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

Kaitlyn/Charles,

Please see attached revised proposal. I just revise the sub totals, my overall total is still the same. I took the owner contingency and divided it into the 3 projects equally.

I also revised the schedule to 105 days (I think it will be faster but wanted to leave us some room for some potential procurement issues that are beyond my control). This assumes that we can work on all 3 site concurrently.

Please let me know if you have any additional questions.

FC



Forrest L. Couch II
Partner
10770 SH 30, Suite 400
College Station, TX 77845
C: 979-446-5512
O: 979-774-5613
F: 979-774-5693

From: Kaitlyn Battles <KBattles@brazoscountytexas.gov>
Sent: Thursday, November 30, 2023 8:59 AM
To: Forrest Couch <forrest.couch@jacodyconstruction.com>
Subject: Clarification Question: CIP 24-513 Exterior Access Stairs

Hello Forest,

I am going through the proposals that that were submitted this week for the Exterior Access Stairs project and I have a clarification question before the committee meets.

Each line item is not equaling the total, so I just wanted to clarify that the following:

- Brazos Center Cost: \$147,463.00
- Brazos County Health District Cost: \$132,599.00

- Brazos County Juvenile Detention Center Cost: \$149,109.00
- Total for all three: \$429,131.00

You have on your bid the total of \$451,680.00, which makes a difference of \$22,549.00. Per the RFP documents, we have to take the unit price, which makes your total for this project the total we found of \$429,131.00

Are you okay with this price? We want to confirm before moving forward.

On another note, will you be working one project at a time, or all simultaneously. For instance, for your total days, currently it is 225, but if you are going to work on them at the same time, this may come down.

So to sum it up, we need to confirm the total price and the total amount of days to make our scoring more effective.

Thanks so much and let me know if you have any questions.

Kaitlyn Battles

Assistant Purchasing Agent
Brazos County
200 S. Texas Ave., Ste. 352
Bryan, TX 77803
KBattles@brazoscountytexas.gov
979-361-4285 Office
979-446-9242 Cell

revised subtotals

Exhibit B: Pricing Form

Vendor Name: JaCody Construction, LP

The base proposal price for the TOTAL PROJECT should include \$20,000 for contingency allowance to be used only as directed by the Brazos County.

Brazos Center:

1. Pricing for all materials and work included in the base proposal: \$ 154,980

a. Pricing in word format: one hundred fifty four thousand nine
hundred eighty dollars

2. Time to substantially complete (99%) proposed work: 105 days

a. Total Number of days in word format: one hundred five (all 3 sites total)

Brazos County Health District:

3. Pricing for all materials and work included in the base proposal: \$ 140,076

a. Pricing in word format: One Hundred forty thousand seventy six dollars

4. Time to substantially complete (99%) proposed work: 105

a. Total Number of days in word format: one hundred five (all 3 sites total)

Brazos County Juvenile Detention Center:

5. Pricing for all materials and work included in the base proposal: \$ 156,624

a. Pricing in word format: One Hundred fifty six thousand six hundred
twenty four dollars

6. Time to substantially complete (99%) proposed work: 105

a. Total Number of days in word format: one hundred five days (all 3 sites total)

Total Project:

7. Pricing for all materials and work included in the base proposal for all three locations, including contingency:

\$ 451,680

a. Pricing in word format: four hundred fifty one thousand six hundred eighty dollars

8. From award by Commissioners' Court and receipt of a purchase order, respondent can

begin work in 14 days days starting with signed contracts,
submittal, shop drawings. Time should start when permits are
available and contract is executed

a. Number of days in word format: 105 days.


- * all three jobs sites may run concurrently
- * assume 6 week lead time on cranes
- * 20k owner allowance is equally distributed between the 3 locations listed above.

RFP # CIP 24-513 EXTERIOR ACCESS STAIRS

	Max Points Available	BH Harris Construction, LLC*	Aggieland Construction	JaCody Construction, LP
a Total Cost including the contingency and addenda			\$513,818.00	\$451,680.00
Points for Cost	40		35.16	40.00
b Completion Time			126	150
Points for Time	15		15.00	12.60
c Past performance on similar projects of size and scope	10		9	9
d Overall experience of Project Manager & Superintendent	20		19	19
e Resource availability	15		13	11
Technical Proposal Total	100	0	90	92

* Not evaluated due to lack of response in proposal

Committee Recommended Award: JaCody Construction, LP

Approved by Commissioner's Court on this 9 day of JANUARY, 2024 by
 holding the position of COUNTY JUDGE



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Purchasing NUMBER:
DATE OF COURT MEETING: 10/22/2024
ITEM: Approval of Contract #25-077 for Mal-Practice Insurance for the Employee Health Clinic with Evanston Insurance Company, via Alliant Insurance Services, Inc.
TO: Commissioners Court
FROM: Kaitlyn Battles
DATE: 10/17/2024
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
Partly_Executed_MedMal_Proposal_-_Alliant.pdf	Contract	Backup Material

The Alliant logo is positioned in the upper left corner of the image. It features the word "Alliant" in a bold, italicized, sans-serif font, preceded by a stylized triangle symbol. The background of the entire page is a high-contrast, black and white photograph of several people in business attire standing on a balcony or walkway, looking out over a cityscape. The image is grainy and has a high-contrast, almost silhouette-like quality.

Alliant

County of Brazos, TX

Medical Malpractice Insurance Proposal

Presented on October 17, 2024

Alliant Insurance Services, Inc.
16000 N. Dallas Pkwy, Suite 850
Dallas, TX 75248
D 956.221.1823
rick.pray@alliant.com

CA License No. 0C36861

www.alliant.com

Table of Contents

Your Service Team.....	2
Named Insureds	3
Executive Summary.....	4
Program Comparison.....	5
Disclosures	8
Request to Bind Medical Malpractice Coverage.....	12

Your Service Team

Courtney Ramirez, ARM
Senior Vice President

cramirez@alliant.com

Phone: 949 660 8133

Carleen C. Patterson, ARM-P, CIC, CRM
Senior Vice President

Carleen.Patterson@alliant.com

Phone: 214 273 3117

Ricky Pray
Associate Producer

Rick.Pray@alliant.com

Phone: 415 733 7088

Loann Le, ARM
Account Executive

Loann.Le@alliant.com

Phone: 949 527 9890

Named Insureds

County of Brazos, TX

NAMED INSURED DISCLOSURE

- Name Insured(s) should match State of Incorporation filing. Inform Alliant if there is a difference or change
- The First Named Insured policy status granted includes certain rights and responsibilities. These responsibilities do not apply to other Named Insureds on the policy. Some examples for First Named Insured status include; (1) being designated to act on behalf of all insureds for making policy changes, (2) receiving of correspondence, (3) distributing claim proceeds, and (4) making premium payments
- **Are ALL entities listed as named insureds?** Coverage is **not** automatically afforded to all entities unless specifically named. Confirm with your producer and service team that all entities to be protected are on the correct policy. Not all entities may be listed on all policies based on coverage line.
- Additional named insured is (1) A person or organization, other than the first named insured, identified as an insured in the policy declarations or an addendum to the policy declarations. (2) A person or organization added to a policy after the policy is written with the status of named insured. This entity would have the same rights and responsibilities as an entity named as an insured in the policy declarations (other than those rights and responsibilities reserved to the first named insured).

Executive Summary

Alliant is pleased to represent Brazos County, Texas as its insurance broker and risk management partner. This is our first year as your risk management advisor. Standalone medical malpractice insurance is a limited marketplace and in many cases we are seeing professional liability increases of 5-10% given the current insurance market. During our renewal strategy discussions, we agreed to approach the incumbent market and if they were within the market range, we would not approach other carriers, as Evanston is a stable market in this space and has offered a renewal quote that is within our pricing expectations and with expiring terms and conditions. We recommend renewing coverage with Evanston.

Following is a detailed summary of the proposed program option as compared with the expiring program.

Program Comparison

	24-25 EXPIRING	25-26 PROPOSED
Insurance Company	Evanston Insurance Company	Evanston Insurance Company
A.M. Best Rating	A XV	A XV
Standard & Poor's Rating	A	A
Texas Status	Non-Admitted	Non-Admitted
Insured	Brazos County Health and Wellness Clinic	Brazos County Health and Wellness Clinic
Professional Services	Wellness Clinic services	Wellness Clinic services
Policy/Coverage Term	October 24, 2023 to October 24, 2025	October 24, 2024 to October 24, 2025
Retroactive Date	10/24/2017	10/24/2017
Limits of Liability		
Each Claim	\$500,000	\$500,000
Aggregate	\$1,000,000	\$1,000,000
Combined Aggregate Limit of Liability	\$1,000,000	\$1,000,000
Deductible – Each Claim	\$2,500	\$2,500
Premium(s) -		
Premium	\$3,060.00	\$2,700.00
Texas Surplus Lines Tax	\$148.41	\$ 130.95
Texas Stamping Fee	\$2.30	\$ 1.08
Total Annual Premium	\$3,210.71	\$2,832.03
% Change		-11.76%

	24-25 EXPIRING	25-26 PROPOSED
Defense Costs	Outside Limits	Outside Limits
Additional Coverages -		
Data Breach -		
Each Claim	\$50,000	\$50,000
Each Unauthorized Access	\$5,000	\$5,000
Each unintentional data compromise	\$50,000	\$50,000
Aggregate	\$50,000	\$50,000
Retroactive Date	10/24/2022	10/24/2022
Sexual Acs Liability		
Each Claim	\$100,000	\$100,000
Aggregate	\$300,000	\$300,000
Deductible (each claim)	\$2,500	\$2,500
Retroactive Date	10/24/2017	10/24/2017
 Combined Aggregate Limit of Liability	 \$1,000,000	 \$1,000,000

Coverage Highlights –

- Incident sensitive policy form
- Bi-lateral extended reporting period, up to 7 years available
- Consent to settle

Premium for Extended Reporting Period

- ✓ 1 year at 150% of total premium
- ✓ 2 years at 175% of total premium
- ✓ 3 years at 200% of total premium

Quote expiration Thirty (30) days or at the policy expiration date.

Coverage Forms and Endorsements

MJIL 1000 08 10	Policy Jacket/Signature Page
MPIL 1007 01 20	Privacy Notice
MPIL 1009=TX 07 23	Texas Important Notice

**24-25
EXPIRING**

**25-26
PROPOSED**

Coverage Forms and Endorsements - *continued*

MPIL 1010-TX 05 10	Important Policyholder Notice – Texas Surplus Lines Notice
MPIL 1083 04 15	U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders
MDIL 1001 08 10	Forms Schedule
MDSM 5013 02 20	Dec Spec Med Professions Insurance Policy
MESM 5010 02 20	Spec Medical Professions Professional Liability Ins Cov Part
MESM 5100 02 20	Common Policy Conditions
MEIL 5200-25% 07 04	Minimum Earned Premium Endorsement
MEIL 5229 09 10	Longer Duration Extended Report Period Availability
MEIL 5302 09 10	Texas Endorsement
MESM 2004 10 12	Claim Exp in Add to Each Claim Limit of Liability
MESM 2034 08 15	DataBreach Coverage Parts Endorsement
MESM 2144 02 20	Sexual Acts Liability Scheduled Deductible And Retroactive Date
MESM 2147 05 20	Changes – Multiple Insureds, Claims And Claimants
MESM 3029 10 19	Exclusion – Correctional Medicine
MESM 3041 02 23	Exclusion – Cyber Incident
MIL 1214 09 17	Trade or Economic Sanctions

See Disclaimer Page for Important Notices and Acknowledgement

Disclosures

This proposal of insurance is provided as a matter of convenience and information only. All information included in this proposal, including but not limited to personal and real property values, locations, operations, products, data, automobile schedules, financial data and loss experience, is based on facts and representations supplied to Alliant Insurance Services, Inc. by you. This proposal does not reflect any independent study or investigation by Alliant Insurance Services, Inc. or its agents and employees.

Please be advised that this proposal is also expressly conditioned on there being no material change in the risk between the date of this proposal and the inception date of the proposed policy (including the occurrence of any claim or notice of circumstances that may give rise to a claim under any policy which the policy being proposed is a renewal or replacement). In the event of such change of risk, the insurer may, at its sole discretion, modify, or withdraw this proposal, whether or not this offer has already been accepted.

This proposal is not confirmation of insurance and does not add to, extend, amend, change, or alter any coverage in any actual policy of insurance you may have. All existing policy terms, conditions, exclusions, and limitations apply. For specific information regarding your insurance coverage, please refer to the policy itself. Alliant Insurance Services, Inc. will not be liable for any claims arising from or related to information included in or omitted from this proposal of insurance.

Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income that Alliant may earn on a placement, are available on our website at www.alliant.com. For a copy of our policy or for any inquiries regarding compensation issues pertaining to your account you may also contact us at: Alliant Insurance Services, Inc., Attention: General Counsel, 701 B Street, 6th Floor, San Diego, CA 92101.

Analyzing insurers' over-all performance and financial strength is a task that requires specialized skills and in-depth technical understanding of all aspects of insurance company finances and operations. Insurance brokerages such as Alliant Insurance typically rely upon rating agencies for this type of market analysis. Both A.M. Best and Standard and Poor's have been industry leaders in this area for many decades, utilizing a combination of quantitative and qualitative analysis of the information available in formulating their ratings.

A.M. Best has an extensive database of nearly 6,000 Life/Health, Property Casualty and International companies. You can visit them at www.ambest.com. For additional information regarding insurer financial strength ratings visit Standard and Poor's website at www.standardandpoors.com.

Our goal is to procure insurance for you with underwriters possessing the financial strength to perform. Alliant does not, however, guarantee the solvency of any underwriters with which insurance or reinsurance is placed and maintains no responsibility for any loss or damage arising from the financial failure or insolvency of any insurer. We encourage you to review the publicly available information collected to enable you to make an informed decision to accept or reject a particular underwriter. To learn more about companies doing business in your state, visit the Department of Insurance website for that state.

NY Regulation 194

Alliant Insurance Services, Inc. is an insurance producer licensed by the State of New York. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.

Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In some cases, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation.

The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer.

Privacy

At Alliant, one of our top priorities is making sure that the information we have about you is protected and secure. We value our relationship with you and work hard to preserve your privacy and ensure that your preferences are honored. At the same time, the very nature of our relationship may result in Alliant's collecting or sharing certain types of information about you in order to provide the products and services you expect from us. Please take the time to read our full Privacy Policy posted at www.alliant.com, and contact your Alliant service team should you have any questions.

Other Disclosures / Disclaimers

FATCA:

The Foreign Account Tax Compliance Act (FATCA) requires the notification of certain financial accounts to the United States Internal Revenue Service. Alliant does not provide tax advice so please contact your tax consultant for your obligation regarding FATCA.

NRRA:

The Non-Admitted and Reinsurance Reform Act (NRRA) went into effect on July 21, 2011. Accordingly, surplus lines tax rates and regulations are subject to change which could result in an increase or decrease of the total surplus lines taxes and/or fees owed on this placement. If a change is required, we will promptly notify you. Any additional taxes and/or fees must be promptly remitted to Alliant Insurance Services, Inc.

Other Disclosures / Disclaimers - Continued

Guarantee Funds

Established by law in every state, guaranty funds are maintained by a state's insurance commissioner to protect policyholders in the event that an insurer becomes insolvent or is unable to meet its financial obligations. *If your insurance carrier is identified as 'Non-Admitted', your policy is not protected by your state's Guaranty Fund.*

Claims Reporting:

Your policy will come with specific claim reporting requirements. Please make sure you understand these obligations. Contact your Alliant Service Team with any questions.

Claims Made Policy:

This claims-made policy contains a requirement stating that this policy applies only to any claim first made against the Insured and reported to the insurer during the policy period or applicable extended reporting period. Claims must be submitted to the insurer during the policy period, or applicable extended reporting period, as required pursuant to the Claims/Loss Notification Clause within the policy in order for coverage to apply. Late reporting or failure to report pursuant to the policy's requirements could result in a disclaimer of coverage by the insurer.

Any Employment Practices Liability (EPL) or Directors & Officers (D&O) with EPL coverage must give notice to the insurer of any charges / complaints brought by any state / federal agency (i.e. EEOC and similar proceedings) involving an employee. To preserve your rights under the policy, it is important that timely notice be given to the insurer, whether or not a right to sue letter has been issued.

Changes and Developments

It is important that we be advised of any changes in your operations, which may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include, but are not limited to, those listed below:

- Changes in any operations such as expansion to another state, new products, or new applications of existing products.
- Travel to any state not previously disclosed.
- Permanent operations outside the United States, Canada or Puerto Rico.
- Mergers and/or acquisition of new companies and any change in business ownership, including percentages.
- Any newly assumed contractual liability, granting of indemnities or hold harmless agreements.
- Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises either purchased, constructed or occupied
- Circumstances which may require an increased liability insurance limit.
- Any changes in fire or theft protection such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to the system.
- Immediate notification of any changes to a scheduled of equipment, property, vehicles, electronic data processing, etc.
- Property of yours that is in transit, unless previously discussed and/or currently insured.

Other Disclosures / Disclaimers - Continued

Certificates / Evidence of Insurance

A Certificate or Evidence is issued as a matter of information only and confers no rights upon the certificate holder. The certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by a policy, nor does it constitute a contract between the issuing insurer(s), authorized representative, producer or recipient.

You may have signed contracts, leases or other agreements requiring you to provide this evidence. In those agreements, you may assume obligations and/or liability for others (Indemnification, Hold Harmless) and some of the obligations that are not covered by insurance. We recommend that you and your legal counsel review these documents.

In addition to providing a Certificate or Evident of Insurance, you may be required to name your landlord, client or customer on your policy as a loss payee on property insurance or as an additional insured on liability insurance. This is only possible with permission of the insurance company, added by endorsement and, in some cases, an additional premium.

By naming the certificate holder as additional insured, there are consequences to your risks and insurance policy including:

- Your policy limits are now shared with other entities; their claims involvement may reduce or exhaust your aggregate limit.
- Your policy may provide higher limits than required by contract; your full limits can be exposed to the additional insured.
- There may be conflicts in defense when your insurer has to defend both you and the additional insured.
- An additional insured endorsement will most likely not provide notification of cancellation. Some insurance companies use a "blanket" additional insured endorsement that provides coverage automatically when it is required in a written contract. Most insurance companies do not want to be notified of all additional insureds when there is a blanket endorsement on the policy. If a notice of cancellation is required for the additional insured party, you must notify us immediately and we will request an endorsement from your insurance company. There may be an additional premium for adding a notice of cancellation endorsement for an additional insured.

See Request to Bind Coverage page for acknowledgment of all disclaimers and disclosures.



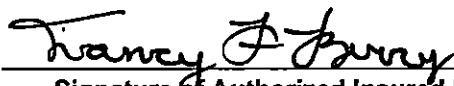
Request to Bind Medical Malpractice Coverage

County of Brazos, TX

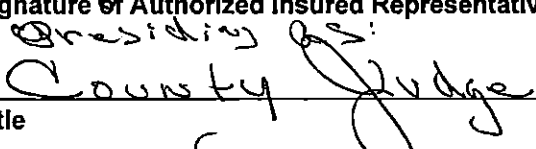
We have reviewed the proposal and agree to the terms and conditions of the coverages presented. We are requesting coverage to be bound as outlined by coverage line below:

Coverage Line	Bind Coverage for:
Medical Malpractice -	
Carrier: Evanston Insurance Company, <i>Incumbent</i>	<input type="checkbox"/>


This Authorization to Bind Coverage also acknowledges receipt and review of all disclaimers and disclosures, including exposures used to develop insurance terms, contained within this proposal.



 Signature of Authorized Insured Representative

Residing as:


 Title



 Printed / Typed Name

 Date

This proposal does not constitute a binder of insurance. Binding is subject to final carrier approval. The actual terms and conditions of the policy will prevail.



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Road and Bridge NUMBER: CC-2024-Wildfire Energy-Temp water-Macey Road

DATE OF COURT MEETING: 10/22/2024

ITEM: Consider and take action on the Wildfire Energy utility permit to lay a temporary 12-inch polyurethane water line within the right-of-ways of Macey Road for 0.64 miles and Edge School House Road for 0.36 miles to supply water for oilfield activities. Sites are located in Precinct 2.

TO: Commissioners Court

FROM: Joe Salvato

DATE: 10/16/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

NOTES/EXCEPTIONS: **Since Macey Road is currently under roadway construction, the coordination between contractors may be necessary since ditches are being final graded prior to hydro-mulching. Extra precaution needs to be taken in these areas and any damage to ditches and/or tender vegetation will need to be repaired or mitigated after installing or the removal of the temporary water line.**

ATTACHMENTS:

File Name

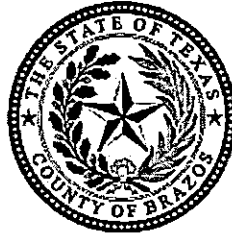
Description

Type

[Utility Permit-Wildfire Energy-Temp water-Macey and Edge School House.pdf](#)

Utility Permit-Wildfire Energy-Temp water-Macey and Edge School House

Backup Material



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Road and Bridge NUMBER: CC-2024-Wildfire Energy-Temp water-Macey Road

DATE OF COURT MEETING: 10/22/2024

ITEM: Consider and take action on the Wildfire Energy utility permit to lay a temporary 12-inch polyurethane water line within the right-of-ways of Macey Road for 0.64 miles and Edge School House Road for 0.36 miles to supply water for oilfield activities. Sites are located in Precinct 2.

TO: Commissioners Court

FROM: Joe Salvato

DATE: 10/16/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

NOTES/EXCEPTIONS: Since Macey Road is currently under roadway construction, the coordination between contractors may be necessary since ditches are being final graded prior to hydro-mulching. Extra precaution needs to be taken in these areas and any damage to ditches and/or tender vegetation will need to be repaired or mitigated after installing or the removal of the temporary water line.

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
<u>Utility Permit-Wildfire Energy-Temp water-Macey and Edge School House.pdf</u>	Utility Permit-Wildfire Energy-Temp water-Macey and Edge School House	Backup Material

APPROVED

Tracy J. Berry 10/22/24
 Duane Peters / President Date
 County Judge / (Signature)

**APPLICATION FOR WATER UTILITY PERMIT
DESIGNATING PLACEMENT OF UTILITY IN COUNTY RIGHT OF WAY**

TO: THE COUNTY ENGINEER OF BRAZOS COUNTY, TEXAS

Pursuant to the Texas Utility Code, Section 181.024, comes now Wildfire Energy Operating, LLC [company name], hereinafter referred to as "Company" a Texas [state] Corporation, with authority to transact business in Texas, acting by and through its duly authorized representative, and hereby petitions the County Engineer for the right to lay, construct, maintain, repair and/or operate a water line under and/or along certain County Roads as shown on drawings and diagrams attached hereto and said location described as follows:

Facility to Cross Road

Road Name & Block Number	Length of Crossing	TYPE OF CONSTRUCTION (CHECK ONE)			
		Bored	Jacked	Driven	Cased

Facility to Parallel County Road Within Right-Of-Way

Road Name and Block Number	From	To	Depth	Distance
Macey Road	30.905824	30.899018		
	-96.277420	-96.284319		3,350' or .64 miles
Edge School House	30.901746	-96.295978		
	30.905273	-96.298621		1,880' or 0.36 miles

CONSTRUCTION TYPE

12" Diameter _____ Wall Thickness

Material Specification Polyurethane (Flat Hose)

Maximum Operation Pressure 200 psi

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

The Company shall commence actual construction/work in good faith within 60 days from the date of said permit and shall complete said construction /work within 90 working days. (COMPANY MUST FILL IN). If such construction is not begun by the 60th day, Company will be required to apply for a new permit.

Company declares that prior to filing this application, it has ascertained the location of all existing utilities, both aerial and underground, and the filing of this application is prima facie evidence that the proposed installation will not conflict with any existing utility.

A copy of this permit shall be kept at the job site any time work is being performed.

It is expressly stipulated that this Permit is a license for permissive use only and that the placing of facilities upon public property pursuant to this permit shall not operate to create or vest any property right in said holder.

It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the County's right, title and interest in the land to be entered upon and used by the holder and the holder will at all times assume risk of and indemnify, defend and save harmless Brazos County from and against any and all loss, damages, cost or expense arising in any manner on account of the exercise or attempted exercise by said holder of the aforesaid rights and privileges.

Any deviation from these specifications must be approved by Brazos County Engineer's Office or its designated representative.

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

Applicant agrees to comply with all rules of the County Commissioners and the County Engineer in construction of said installation attached hereto as **BRAZOS COUNTY DESIGN STANDARDS AND SAFETY PRECAUTION REQUIREMENTS FOR WORK CONDUCTED IN BRAZOS COUNTY RIGHTS OF WAY** and incorporated herein for reference.

In the event Company fails to obtain a permit prior to the installation or does not install utilities in compliance with installation requirements set forth herein (i.e. depth, location, etc), Company assumes all financial responsibility for damages and/or destruction of lines, cables, etc. based upon its failure to comply with Brazos County requirements.

Applicant agrees that if Brazos County demonstrates a violation of the terms of this policy, Applicant stipulates that requisites for injunctive relief exist and that Brazos County is entitled to relief enjoining any conduct by applicant which is contrary to the policies.

This permit is a revocable permit. Brazos County reserves the right to revoke this permit at any time, in the sole discretion of Brazos County, for interests of public health, safety or welfare, or for failure to repair any damages upon demand, or for any other reason deemed sufficient by Brazos County.

In the event Company fails to comply with any or all of the requirements as set forth herein, the County may take such action as it deems appropriate to compel compliance. The County Engineer further retains the right to revoke this Permit by verbal notification to the Applicant/Company.

Failure to obtain this permit and/or notify the County Engineer's Office within 24 hours of beginning construction shall constitute grounds for job shutdown.

By signing below, I certify that I am authorized to represent the Company listed below, and that the Company agrees to the conditions/provisions included in this permit.

Wildfire Energy Operating, LC

Company Name

Daniel Quinn (Contractor)

By:


Signature
Water Consultant / Manager

Title

920 Memorial City Way, Suite 1400

Address

Houston

Texas

77024

City

936-371-2735

State

Zip

Telephone Number

dquinn@etexaslandman.com

Email:

WATER UTILITY APPROVAL

Brazos County offers no objection to the proposed location of the utility in the County right of way as shown by accompanying drawings and notice dated October 15, 2024 except as noted below:

(Month/Day/Year)

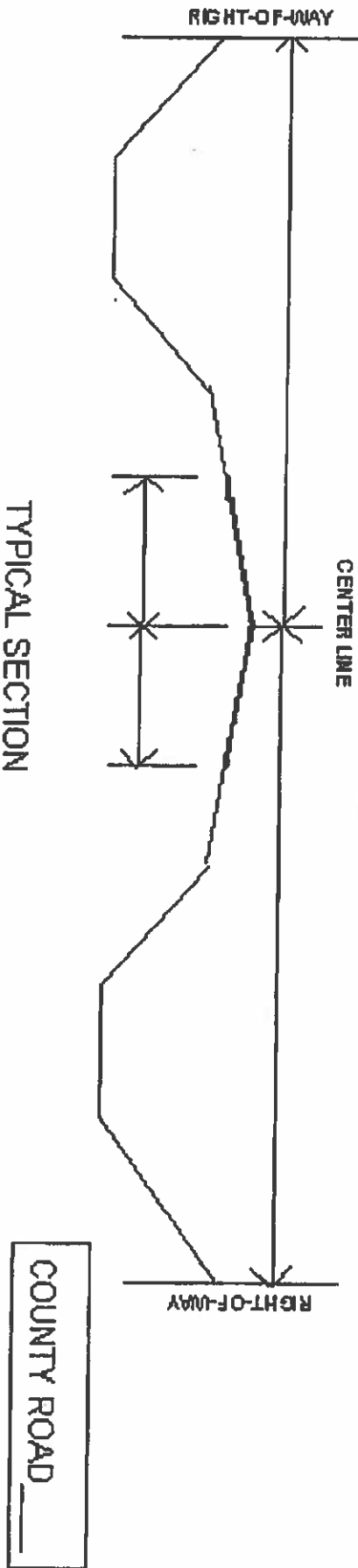
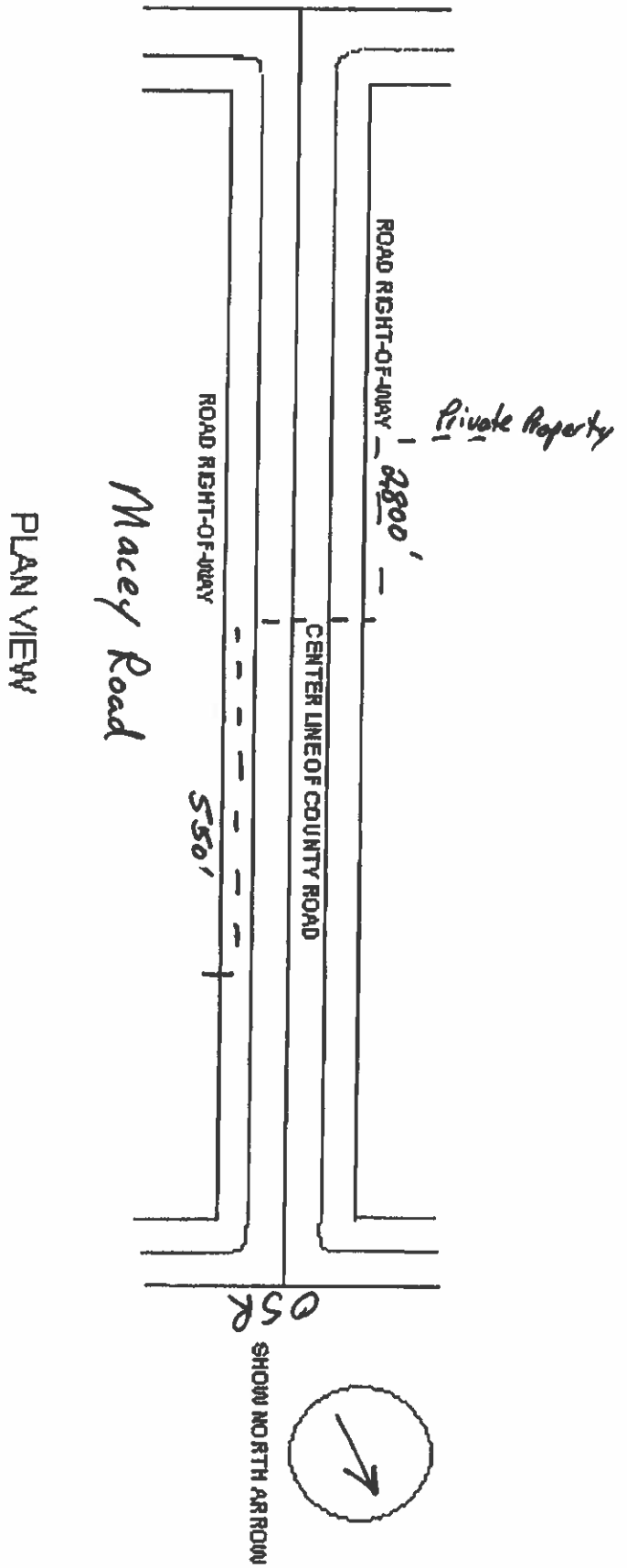
EXCEPTIONS:

Since Macey Road is currently under roadway construction, the coordination between contractors may be necessary since ditches are being final graded prior to hydro-mulching. Extra precaution needs to be taken in these areas and any damage to ditches and/or tender vegetation will need to be repaired or mitigated after installing or the removal of the temporary water line.

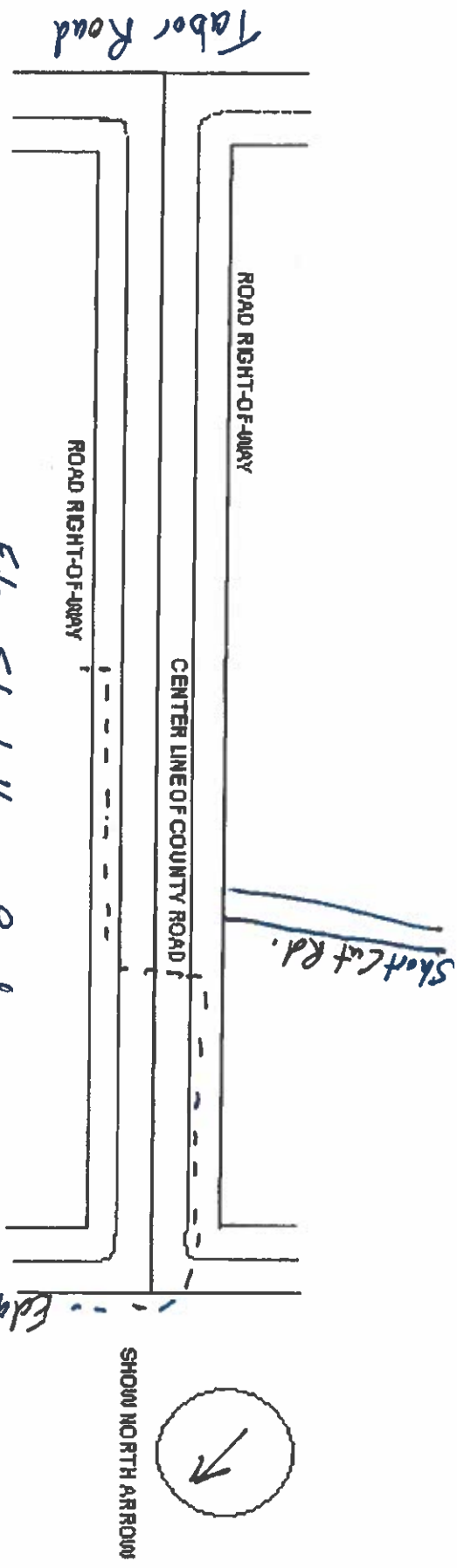
For 

Brazos County Engineer

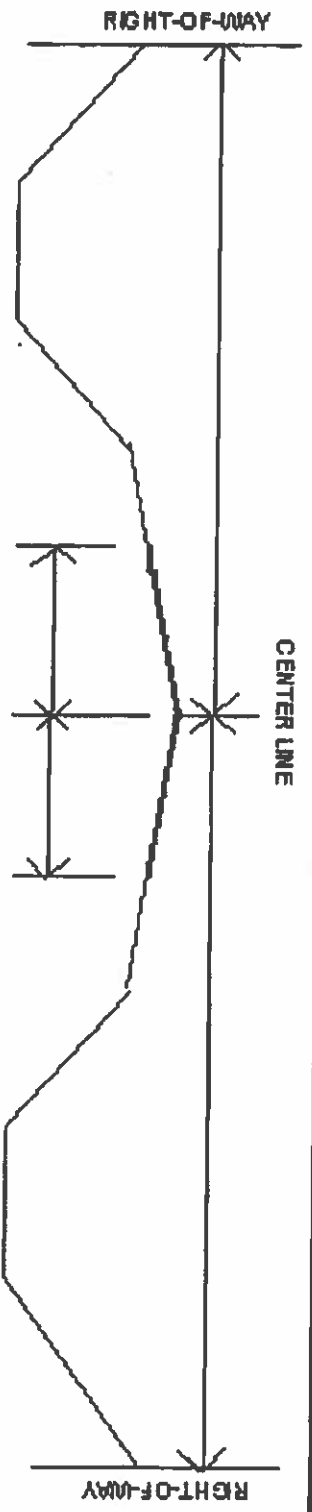
Tabor/974



1. IN CROSSING ROAD OR GOING ALONG RIGHT-OF-WAY, SHOW DEPTH & LOCATION OF CONSTRUCTION IN TYPE SECTION & PLAN
2. IN PLAN VIEW SHOW DISTANCE FROM YOUR CONSTRUCTION TO NEAREST INTERSECTION
3. IF ABOVE PLAN VIEW AND/OR TYPE SECTION IS NOT APPLICABLE, THEN SHOW APPLICABLE PLAN AND/OR SECTION



PLAN VIEW



TYPICAL SECTION

COUNTY ROAD _____

1. IN CROSSING ROAD OR GOING ALONG RIGHT-OF-WAY, SHOW DEPTH & LOCATION OF CONSTRUCTION IN TYPE SECTION & PLAN
2. IN PLAN VIEW SHOW DISTANCE FROM YOUR CONSTRUCTION TO NEAREST INTERSECTION
3. IF ABOVE PLAN VIEW AND/OR TYPE SECTION IS NOT APPLICABLE, THEN SHOW APPLICABLE PLAN AND/ OR SECTION

Macey Road

550' to culvert, 2,600' to exit to private property



Edge School House Rd

1,100' to culvert 180' to exit to private property



**BRAZOS COUNTY ROADWAY SAFETY AND ROAD
PRESERVATION STANDARDS FOR WORK CONDUCTED IN
BRAZOS COUNTY RIGHTS OF WAY**

A. General Requirements

1. Adequate drainage shall be maintained in ditches at all times.
2. Permittee will use best management practices ("BMP") (EPA and TCEQ both provide lists of examples of BMPs) to minimize erosion and sedimentation resulting from the proposed installation.
3. The permittee shall take precautions to avoid damage to property. All County Right of Way and property shall be restored to its original condition, as far as practical, in the opinion of the County Engineer or appointed representative.
4. The construction and maintenance of such utility shall not interfere with the property or rights of a prior occupant.
5. Permittee shall not interfere with other utilities located in the right of way. In the event damages occur, permittee will be liable to the County or other utilities running through the right of way.
6. County Engineer shall determine whether or not permittee's plans shall inconvenience the public. If it is determined that inconvenience to the public exists, then the County Engineer will decide whether such project will be allowed or if an alternative exists so as not to inconvenience the public.

B. Safety Requirements

1. Proper traffic control measures must be put in place prior to beginning work and remain in place during the duration of the job. All traffic control measures must follow the Texas Manual of Uniform Traffic Control Devices (TMUTCD). See Traffic Control Requirements below.
2. During construction, all safety regulations of the Texas Department of Transportation shall be observed.
3. Permittee must take such precautions and measures, including placing and displaying safety devices, as may be necessary, in order to safely conduct the public through the project area. Company shall provide flagmen, signs, signals or devices necessary to provide complete safety to the public.
4. Adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners.
5. No cable, conduit and/or pole line shall be laid, constructed, maintained and/or repaired so as to constitute a danger or hazard of any kind to persons or vehicles using such road. Any poles placed in the Right of Way for future installation shall be placed at the back of the Right of Way. Exceptions may be approved by the County Engineer.

C. Traffic Control Plan

1. A traffic control plan, pursuant to the TMUTCD or Engineered Traffic Control Plan must be provided for the following:
 - a. Any construction (i.e. pit, excavation, hole) left open over night, requires specific nighttime traffic control measures pursuant to the TMUTCD;
 - b. If construction is within ten (10) feet of the roadway; or
 - c. Any work performed in the road right-of-way;

2. Plan must be attached to the permit and kept at the job site any time work is being performed.
3. Plan must set forth the time of completion for the job.

D. Design Standards

1. All overhead installations shall conform to clearance standards of the Texas Department of Transportation and the pole be placed in the designated area for power specified as set forth in the *Texas Utilities Code, Section 181.045*.
2. All pole installation (including lighting) shall be placed at the backside of the Right of Way to ensure safety to the public. Any pole placed in violation of this requirement will be required to be moved to the appropriate location at the company's expense. Exceptions may be approved by the County Engineer.
3. All underground installations shall (these are minimum depths – utility may place deeper):
 - a. be placed at a minimum depth of forty-eight (48) inches below the top of the pavement;
 - b. be at least thirty-six (36) inches below ditch flow line when installation is within the area measured from top of bank to top of bank;
 - c. be at least forty-eight (48) inches below ditch flow line if low pressure gas or petroleum lines. For high pressure gas and petroleum lines, see High Pressure Pipelines requirements listed below;
 - d. not be closer than ten (10) feet from the edge of pavement. Exceptions may apply in rights of way of less than 60'.
4. Water Lines: All water lines must be a minimum 36-inches below the ditch flow line and cased. Waterlines shall be cased if crossing under the roadway.
5. Utilities in all new developments that have 60 feet or greater of right of way shall be installed within designated locations based upon the type of utility. The locations shall be as follows: (measured from back of right-of-way).
 - Power – 0-2 feet, nominally 1'
 - Phone – 2-4 feet, nominally 3'
 - Gas – 4-6 feet, nominally 5'
 - Cable – 6-8 feet, nominally 7'
6. Utilities with less than 60 feet right-of-way in all new developments shall install the utility in a similar manner as referenced in No. 3 above, however, the County Engineer or its designated representative will provide final approval of each utility location.
7. The length of any trench to be opened in advance of the pipe, conduit or ducts may not be longer than 400' if left open over night or unattended.
8. Crossings under a county road shall:
 - a. be bored or jacked. **ABSOLUTELY NO OPEN CUTS WITHIN COUNTY ROAD PAVEMENT;**
 - b. be pressure grouted for the full length of the crossing *if* the annular space between pipe and casing and soil exceeds one (1) inch. Brazos County must be given 24 hours notice of pressure grouting operations and have the opportunity to have an inspector on site to observe pressure grouting operations;
 - c. TxDOT Standard Specification Item 476 shall be followed for all boring, jacking, tunneling and joints.
9. Bore Pits
 - a. no pits shall remain open longer than 2 days;

- b. all pits shall have proper traffic control measures in place. See Traffic Control Plan listed above.
 - c. pits shall NOT be located within ten (10) feet from the edge of pavement without prior approval from the County Engineer or his representative;
 - d. when pits are to remain open for more than 8 hours, due diligence will be used in protecting the spoil pile to prevent drainage problems;
 - e. based upon soil conditions, the County Engineer or his representative may require shoring to protect pavement integrity;
 - f. based upon soil conditions, the County Engineer or his representative may require pits be placed further from the edge of road.
10. Any installation within ten (10) feet of edge of pavement shall meet the following:
- a. location must be approved by the County Engineer or his representative
 - b. backfilled with cement stabilized material.
 - c. based upon soil conditions, the County Engineer or his representative may require shoring to protect pavement integrity.
 - d. All excess water and mud shall be removed from the trench prior to backfilling. Any backfill placed during a rainy period or at other times where excess water cannot be prevented from entering the trench will be considered TEMPORARY and shall be replaced with PERMANENT cement stabilized material as soon as weather permits;
 - e. All disturbed base and pavement materials shall be removed and restored to the satisfaction of the County Engineer or his representatives.
 - f. No side or lateral tamping to fill voids under the base and pavement materials is allowed.
11. Company must be careful to not jeopardize the slope or integrity of the shoulder of the road. In the event Company damages the slope, shoulder or any other portion of the right-of-way, Company will be responsible for repairing the damage and replacing the right-of-way to the condition it was prior to commencing construction.
12. Operation of construction and/or maintenance equipment on the traveled surface of any improved County road will not be permitted, except in an instance whereby the laying, construction, maintenance and/or repair of cables, conduits and/or pole lines cannot be accomplished by any other method and in this event all such equipment shall be of the rubber tire variety. Appropriate traffic control shall be provided meeting TMUTCD requirements.
13. In the event said construction and/or maintenance and/or repair requires Company to remove, cut or jeopardize any section of the road (asphalt, cement, road base, etc), Company will be required to provide a performance bond or letter of credit securing necessary repairs. Said bond amount will be determined by the County Engineer.
14. The applicant shall submit a letter of "No Objection" from the Army Corps of Engineers for all designated wetlands and environmentally sensitive lands.

E. Emergency work

- 1. In the event Company is required to perform emergency services, that requires excavation in a County Right of Way, and unable to notify the County Engineer prior to conducting emergency repairs, Company shall notify County Engineer within 24 hours of beginning construction/repairs. This will allow the County Engineer and Road & Bridge Office an opportunity to inspect the site to ensure the integrity of the County Right of Way and traffic safety controls used.

F. Repairs to existing facilities

1. Maintenance and/or repair to existing cables, conduits, and/or pole lines which require disturbance of the soil, shall not be performed until plans describing such maintenance and/or repair have been approved by the County Engineer or designated representative and a permit has been obtained.

G. Relocation of utilities:

1. When and if the County Engineer determines that it is necessary for the construction, repair, improvement, alteration or relocation of all or any portion of said road, any or all poles, wires, pipes, cables or other facilities and appurtenances authorized hereunder, shall be removed from said road, or reset or relocated thereon, as required by the County Engineer within a reasonable time as determined by the County Engineer and Utility Company, and at the expense of the Utility Company.

H. High Pressure Pipelines

1. All utility Permits for high pressure pipelines (generally 60 PSI or greater), whether pertaining to controlled access or non-controlled access installations, should contain the following additional information in the description of the permit.

- diameter
- wall thickness
- material specification
- minimum yield strength
- maximum operation pressure of the pipeline

2. With the exception of the maximum operation pressure of the pipeline, this information is to be supplied for both the carrier pipe and the casing.

3. Assurance must also be given that the installation material and design meet the minimum Federal Safety Standards for Liquid and Gas Pipe Lines. Assurance must be provided on company letterhead and signed by an authorized representative of the company.

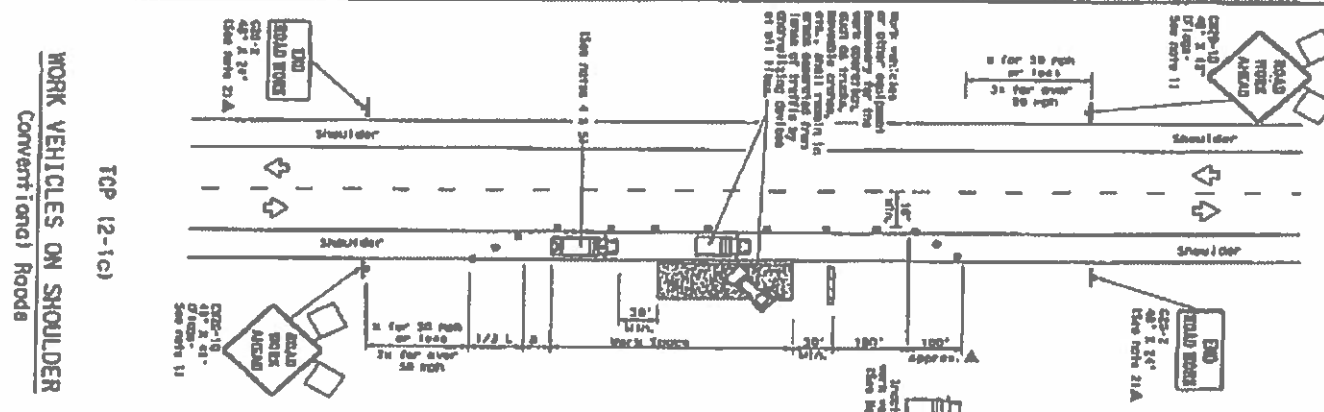
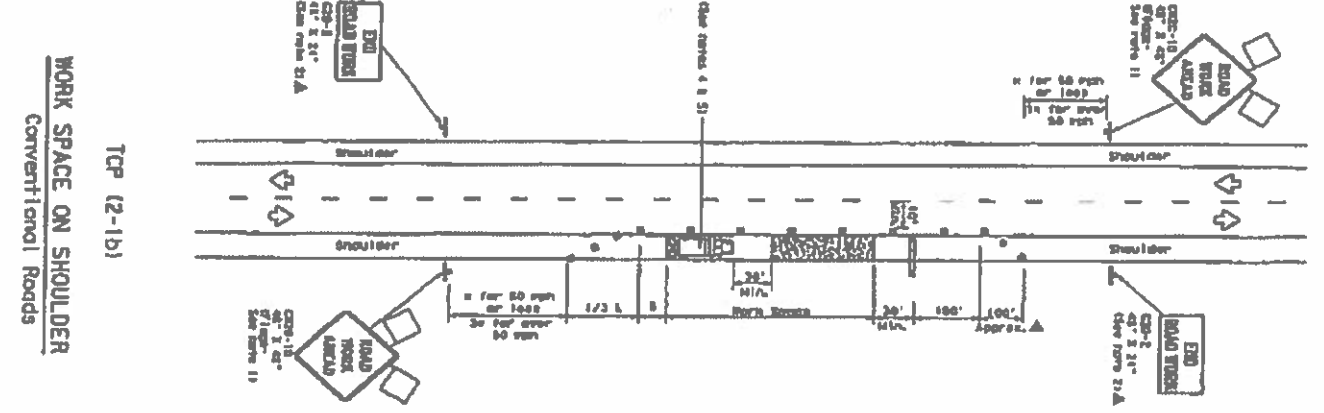
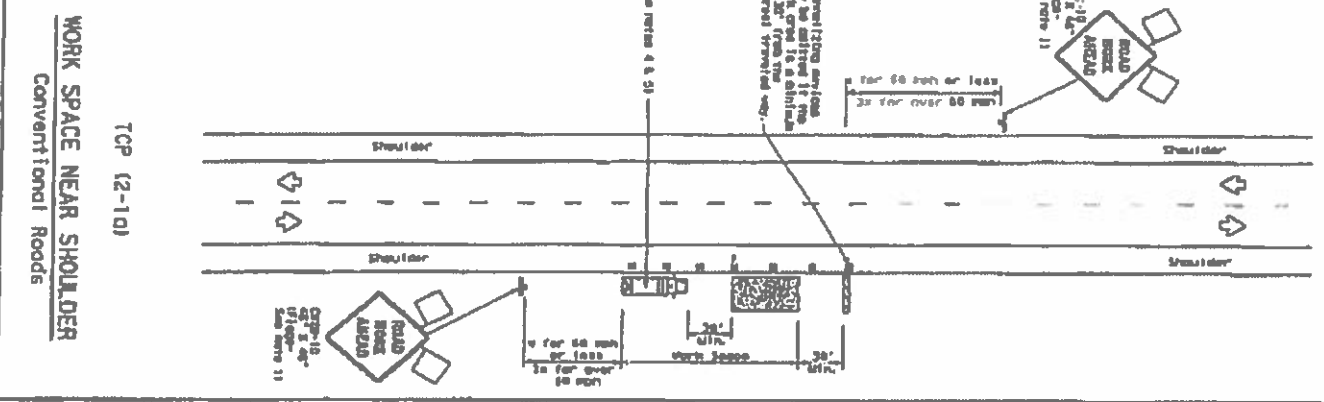
4. Petroleum Pipelines:

<u>Type of Pipeline</u>	<u>Depth (below deepest ditch grade)</u>	<u>Special Requirements</u>
Encased Pipe	Less than 10'	Must be covered with concrete pad at least 36" deep
Encased Pipe	Greater than 10'	No concrete pad required
Non-Cased Pipe	Less than 10'	Must be covered with concrete pad at least 48" deep
Non-Cased Pipe	Greater than 10'	No concrete pad required

The Concrete pad shall be minimum of 3" thick and width shall be pipe diameter plus 18" minimum.

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

It is the responsibility of the user to verify the accuracy of the information provided in this manual. The user should consult the appropriate authorities for the most current information.



LEGEND

Symbol	Sign Name	Sign Code	Application
[D10]	ROAD WORK AHEAD	D10	Advance warning of road work
[D11]	ROAD WORK AHEAD	D11	Advance warning of road work
[D12]	ROAD WORK AHEAD	D12	Advance warning of road work
[D13]	ROAD WORK AHEAD	D13	Advance warning of road work
[D14]	ROAD WORK AHEAD	D14	Advance warning of road work
[D15]	ROAD WORK AHEAD	D15	Advance warning of road work
[D16]	ROAD WORK AHEAD	D16	Advance warning of road work
[D17]	ROAD WORK AHEAD	D17	Advance warning of road work
[D18]	ROAD WORK AHEAD	D18	Advance warning of road work
[D19]	ROAD WORK AHEAD	D19	Advance warning of road work
[D20]	ROAD WORK AHEAD	D20	Advance warning of road work
[D21]	ROAD WORK AHEAD	D21	Advance warning of road work
[D22]	ROAD WORK AHEAD	D22	Advance warning of road work
[D23]	ROAD WORK AHEAD	D23	Advance warning of road work
[D24]	ROAD WORK AHEAD	D24	Advance warning of road work
[D25]	ROAD WORK AHEAD	D25	Advance warning of road work
[D26]	ROAD WORK AHEAD	D26	Advance warning of road work
[D27]	ROAD WORK AHEAD	D27	Advance warning of road work
[D28]	ROAD WORK AHEAD	D28	Advance warning of road work
[D29]	ROAD WORK AHEAD	D29	Advance warning of road work
[D30]	ROAD WORK AHEAD	D30	Advance warning of road work
[D31]	ROAD WORK AHEAD	D31	Advance warning of road work
[D32]	ROAD WORK AHEAD	D32	Advance warning of road work
[D33]	ROAD WORK AHEAD	D33	Advance warning of road work
[D34]	ROAD WORK AHEAD	D34	Advance warning of road work
[D35]	ROAD WORK AHEAD	D35	Advance warning of road work
[D36]	ROAD WORK AHEAD	D36	Advance warning of road work
[D37]	ROAD WORK AHEAD	D37	Advance warning of road work
[D38]	ROAD WORK AHEAD	D38	Advance warning of road work
[D39]	ROAD WORK AHEAD	D39	Advance warning of road work
[D40]	ROAD WORK AHEAD	D40	Advance warning of road work
[D41]	ROAD WORK AHEAD	D41	Advance warning of road work
[D42]	ROAD WORK AHEAD	D42	Advance warning of road work
[D43]	ROAD WORK AHEAD	D43	Advance warning of road work
[D44]	ROAD WORK AHEAD	D44	Advance warning of road work
[D45]	ROAD WORK AHEAD	D45	Advance warning of road work
[D46]	ROAD WORK AHEAD	D46	Advance warning of road work
[D47]	ROAD WORK AHEAD	D47	Advance warning of road work
[D48]	ROAD WORK AHEAD	D48	Advance warning of road work
[D49]	ROAD WORK AHEAD	D49	Advance warning of road work
[D50]	ROAD WORK AHEAD	D50	Advance warning of road work
[D51]	ROAD WORK AHEAD	D51	Advance warning of road work
[D52]	ROAD WORK AHEAD	D52	Advance warning of road work
[D53]	ROAD WORK AHEAD	D53	Advance warning of road work
[D54]	ROAD WORK AHEAD	D54	Advance warning of road work
[D55]	ROAD WORK AHEAD	D55	Advance warning of road work
[D56]	ROAD WORK AHEAD	D56	Advance warning of road work
[D57]	ROAD WORK AHEAD	D57	Advance warning of road work
[D58]	ROAD WORK AHEAD	D58	Advance warning of road work
[D59]	ROAD WORK AHEAD	D59	Advance warning of road work
[D60]	ROAD WORK AHEAD	D60	Advance warning of road work
[D61]	ROAD WORK AHEAD	D61	Advance warning of road work
[D62]	ROAD WORK AHEAD	D62	Advance warning of road work
[D63]	ROAD WORK AHEAD	D63	Advance warning of road work
[D64]	ROAD WORK AHEAD	D64	Advance warning of road work
[D65]	ROAD WORK AHEAD	D65	Advance warning of road work
[D66]	ROAD WORK AHEAD	D66	Advance warning of road work
[D67]	ROAD WORK AHEAD	D67	Advance warning of road work
[D68]	ROAD WORK AHEAD	D68	Advance warning of road work
[D69]	ROAD WORK AHEAD	D69	Advance warning of road work
[D70]	ROAD WORK AHEAD	D70	Advance warning of road work
[D71]	ROAD WORK AHEAD	D71	Advance warning of road work
[D72]	ROAD WORK AHEAD	D72	Advance warning of road work
[D73]	ROAD WORK AHEAD	D73	Advance warning of road work
[D74]	ROAD WORK AHEAD	D74	Advance warning of road work
[D75]	ROAD WORK AHEAD	D75	Advance warning of road work
[D76]	ROAD WORK AHEAD	D76	Advance warning of road work
[D77]	ROAD WORK AHEAD	D77	Advance warning of road work
[D78]	ROAD WORK AHEAD	D78	Advance warning of road work
[D79]	ROAD WORK AHEAD	D79	Advance warning of road work
[D80]	ROAD WORK AHEAD	D80	Advance warning of road work
[D81]	ROAD WORK AHEAD	D81	Advance warning of road work
[D82]	ROAD WORK AHEAD	D82	Advance warning of road work
[D83]	ROAD WORK AHEAD	D83	Advance warning of road work
[D84]	ROAD WORK AHEAD	D84	Advance warning of road work
[D85]	ROAD WORK AHEAD	D85	Advance warning of road work
[D86]	ROAD WORK AHEAD	D86	Advance warning of road work
[D87]	ROAD WORK AHEAD	D87	Advance warning of road work
[D88]	ROAD WORK AHEAD	D88	Advance warning of road work
[D89]	ROAD WORK AHEAD	D89	Advance warning of road work
[D90]	ROAD WORK AHEAD	D90	Advance warning of road work
[D91]	ROAD WORK AHEAD	D91	Advance warning of road work
[D92]	ROAD WORK AHEAD	D92	Advance warning of road work
[D93]	ROAD WORK AHEAD	D93	Advance warning of road work
[D94]	ROAD WORK AHEAD	D94	Advance warning of road work
[D95]	ROAD WORK AHEAD	D95	Advance warning of road work
[D96]	ROAD WORK AHEAD	D96	Advance warning of road work
[D97]	ROAD WORK AHEAD	D97	Advance warning of road work
[D98]	ROAD WORK AHEAD	D98	Advance warning of road work
[D99]	ROAD WORK AHEAD	D99	Advance warning of road work
[D100]	ROAD WORK AHEAD	D100	Advance warning of road work

GENERAL NOTES

1. Signs should be placed in advance of the work zone.
2. All traffic signs should be placed in advance of the work zone.
3. Signs should be placed in advance of the work zone.
4. Signs should be placed in advance of the work zone.
5. Signs should be placed in advance of the work zone.
6. Signs should be placed in advance of the work zone.
7. Signs should be placed in advance of the work zone.
8. Signs should be placed in advance of the work zone.
9. Signs should be placed in advance of the work zone.
10. Signs should be placed in advance of the work zone.

TYPICAL SIGNS

Sign Code	Sign Name	Sign Code	Sign Name
D10	ROAD WORK AHEAD	D11	ROAD WORK AHEAD
D12	ROAD WORK AHEAD	D13	ROAD WORK AHEAD
D14	ROAD WORK AHEAD	D15	ROAD WORK AHEAD
D16	ROAD WORK AHEAD	D17	ROAD WORK AHEAD
D18	ROAD WORK AHEAD	D19	ROAD WORK AHEAD
D20	ROAD WORK AHEAD	D21	ROAD WORK AHEAD
D22	ROAD WORK AHEAD	D23	ROAD WORK AHEAD
D24	ROAD WORK AHEAD	D25	ROAD WORK AHEAD
D26	ROAD WORK AHEAD	D27	ROAD WORK AHEAD
D28	ROAD WORK AHEAD	D29	ROAD WORK AHEAD
D30	ROAD WORK AHEAD	D31	ROAD WORK AHEAD
D32	ROAD WORK AHEAD	D33	ROAD WORK AHEAD
D34	ROAD WORK AHEAD	D35	ROAD WORK AHEAD
D36	ROAD WORK AHEAD	D37	ROAD WORK AHEAD
D38	ROAD WORK AHEAD	D39	ROAD WORK AHEAD
D40	ROAD WORK AHEAD	D41	ROAD WORK AHEAD
D42	ROAD WORK AHEAD	D43	ROAD WORK AHEAD
D44	ROAD WORK AHEAD	D45	ROAD WORK AHEAD
D46	ROAD WORK AHEAD	D47	ROAD WORK AHEAD
D48	ROAD WORK AHEAD	D49	ROAD WORK AHEAD
D50	ROAD WORK AHEAD	D51	ROAD WORK AHEAD
D52	ROAD WORK AHEAD	D53	ROAD WORK AHEAD
D54	ROAD WORK AHEAD	D55	ROAD WORK AHEAD
D56	ROAD WORK AHEAD	D57	ROAD WORK AHEAD
D58	ROAD WORK AHEAD	D59	ROAD WORK AHEAD
D60	ROAD WORK AHEAD	D61	ROAD WORK AHEAD
D62	ROAD WORK AHEAD	D63	ROAD WORK AHEAD
D64	ROAD WORK AHEAD	D65	ROAD WORK AHEAD
D66	ROAD WORK AHEAD	D67	ROAD WORK AHEAD
D68	ROAD WORK AHEAD	D69	ROAD WORK AHEAD
D70	ROAD WORK AHEAD	D71	ROAD WORK AHEAD
D72	ROAD WORK AHEAD	D73	ROAD WORK AHEAD
D74	ROAD WORK AHEAD	D75	ROAD WORK AHEAD
D76	ROAD WORK AHEAD	D77	ROAD WORK AHEAD
D78	ROAD WORK AHEAD	D79	ROAD WORK AHEAD
D80	ROAD WORK AHEAD	D81	ROAD WORK AHEAD
D82	ROAD WORK AHEAD	D83	ROAD WORK AHEAD
D84	ROAD WORK AHEAD	D85	ROAD WORK AHEAD
D86	ROAD WORK AHEAD	D87	ROAD WORK AHEAD
D88	ROAD WORK AHEAD	D89	ROAD WORK AHEAD
D90	ROAD WORK AHEAD	D91	ROAD WORK AHEAD
D92	ROAD WORK AHEAD	D93	ROAD WORK AHEAD
D94	ROAD WORK AHEAD	D95	ROAD WORK AHEAD
D96	ROAD WORK AHEAD	D97	ROAD WORK AHEAD
D98	ROAD WORK AHEAD	D99	ROAD WORK AHEAD
D100	ROAD WORK AHEAD		



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Road and Bridge NUMBER: CC2024 Aggieland Business Park
Ph 3D Blk 6 Lot 27R - Replat of Blk
6 Lots 27 & 28

DATE OF COURT MEETING: 10/22/2024

ITEM: Approval of the Final Plat of Aggieland Business Park Phase 3D, Block 6, Lot 27R Being a Replat of Aggieland Business Park Phase 3D, Block 6, Lots 27 and 28; 7.615 Acres; J.H. Jones Survey, A-26, City of College Station ETJ, Brazos County, Texas. Site is located in Precinct 4.

TO: Commissioners Court

FROM: Karen Tyler

DATE: 10/14/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

Description

Type

[Final Plat Application-
Aggieland Business Prk Ph 3D Blk 6 Lot 27R 10-7-2024.pdf](#)

Application for Development

Backup Material

[Final Plat 2024-09-
18 Aggieland Business Prk Ph 3D Lot 27R - Replat RTC 3.pdf](#)

Plat

Backup Material



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Road and Bridge NUMBER: CC2024 Aggieland Business Park
Ph 3D Blk 6 Lot 27R - Replat of Blk
6 Lots 27 & 28

DATE OF COURT MEETING: 10/22/2024

ITEM: Approval of the Final Plat of Aggieland Business Park Phase 3D, Block 6, Lot 27R Being a Replat of Aggieland Business Park Phase 3D, Block 6, Lots 27 and 28; 7.615 Acres; J.H. Jones Survey, A-26, City of College Station ETJ, Brazos County, Texas. Site is located in Precinct 4.

TO: Commissioners Court

FROM: Karen Tyler

DATE: 10/14/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
<u>Final Plat Application- Aggieland Business Prk Ph 3D Blk 6 Lot 27R 10-7-2024.pdf</u>	Application for Development	Backup Material
<u>Final Plat 2024-09-18 Aggieland Business Prk Ph 3D Lot 27R - Replat RTC 3.pdf</u>	Plat	Backup Material

APPROVED

Trancey J. Peters / 10/22/24
 Duane Peters / President Date
 County Judge



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

PLAT APPLICATION

SUBJECT PROPERTY INFORMATION	
APPLICATION DATE *: 06-25-2024	RESUBMITTAL: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
PROJECT / SUBDIVISION NAME: Aggieland Business Park	
PROJECT ADDRESS OR LOCATION: 5971 Matrix Drive - 419087 & 419088	
LEGAL DESCRIPTION: Aggieland Business Park Ph 3D, Block 6, Lot 27 & 28, Acres 3.589 & Acres 4.025	
IF RESUBMITTAL, PROJECT FORMERLY KNOWN AS:	
NUMBER OF LOTS: 1	TOTAL ACREAGE 7.615
JURISDICTION : <input type="checkbox"/> _____ CITY LIMITS <input checked="" type="checkbox"/> _____ 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 type="checkbox"/> FINAL PLAT	<input type="checkbox"/> AMENDING PLAT	<input checked="" 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
Acknowledgment: 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 type="checkbox"/> YES <input checked="" type="checkbox"/> NO

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

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

APPLICANT INFORMATION		
FIRM NAME: 5971 Matrix Drive, LLC		
CONTACT:		
ADDRESS: 1409 Post Oak Blvd, Unit 2701		
CITY: Houston	STATE: Texas	ZIP: 77056
PHONE: 713-204-2026	FAX:	
EMAIL:		

PROPERTY OWNER INFORMATION		
FIRM NAME: 5971 Matrix Drive, LLC		
CONTACT:		
ADDRESS: 1409 Post Oak Blvd, Unit 2701		
CITY: Houston	STATE: Texas	ZIP: 77056
PHONE: 713-204-2026	FAX:	
EMAIL:		

ENGINEER INFORMATION		
FIRM NAME: Schultz Engineering, LLC		
CONTACT: Deven Doyen, PE		
ADDRESS: 911 Southwest Parkway E		
CITY: College Station	STATE: Texas	ZIP: 77840
PHONE: 979-764-3900	FAX: 979-764-3910	
EMAIL: eng@schultzeng.com		

SURVEYOR INFORMATION		
FIRM NAME: Kerr Surveying, LLC		
CONTACT: Michael Konetski		
ADDRESS: 1718 Briarcrest Drive		
CITY: Bryan	STATE: Texas	ZIP: 77802
PHONE: 979-268-3195	FAX:	
EMAIL: hello@kerrsurveying.net		

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: <i>JM Vaughn</i>	PRINTED NAME: <i>JASON VAUGHN</i>	DATE: <i>7.10.24</i>
SIGNATURE:	PRINTED NAME:	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.

SIMPLIFIED FINAL PLAT REQUIREMENTS

Every Simplified Plat shall include all of the following:

- Title Block with the following information:
 - Name, address, telephone and email address of Subdivider, recorded Owner, Engineer and surveyor.
 - Proposed name of Subdivision. (Subdivision name & Street names will be approved through the Brazos County 911.) (Replats need to retain original Subdivision name.)
 - Date of preparation. (Include the date of any revisions on the plat.)
 - Engineer's scale in feet.
 - Total area intended to be developed.
 - Proposed number of Lots to be developed.
 - Re-plat or Amending Plat, existing Lot and Block description or Abstract name and number.
- North arrow.
- Drawn on 24" x 36" sheet to scale of 100-feet per inch or larger.
- Subdivision boundary indicated by heavy lines. Boundary must include all of Parent Tract.
- All horizontal control and vertical elevations depicted on the plat shall be tied to NAD83 and NAVD 1988 Datum.
- A vicinity map, drawn at a scale appropriate to show all nearby major Roadways and sufficient in detail to identify the location of the proposed plat.
- All adjacent property Owner's names, deed record, or Subdivision name, Block and Lot number, and existing use.
- All parcels within the boundary of the Subdivision shall have a Block and Lot number shown on the face of the plat drawing.
- County boundaries, City limits, Extraterritorial Jurisdiction (ETJ) boundaries, school district boundaries and Subdivision section and/or phase boundaries.
- Road names and Right-of-Way width for all Roads. (Existing and proposed)
- All existing and proposed plat boundary lines, phase/section lines, and Lot lines with bearings and dimensions.
- Utility Services. (Water, wastewater, electrical, natural gas, cable, phone, etc.)
- Pipelines: label company with volume and page.
- All certification language as found in Appendix C.
- Easements and rights-of-way shall be dedicated to the public. The dedication of all Easements and rights-of-way shall be accomplished free of liens. The dedication shall be accompanied by the Certificate of Ownership and Dedication language found in Appendix C. The Owner's and any lien holder's dedication, and restrictions if any duly acknowledged in the manner required for acknowledgement of deeds, shall also be provided.
- All proposed Easements and existing Easements of record that have a designated route shall be shown on the plat with bearings and dimensions. The Owner shall be responsible for coordinating with all Utility Providers the location of all utility Easements that are shown on the Final Plat.
- Building Setback Lines for each proposed Lot as defined herein. For Subdivisions located within an Extraterritorial Jurisdiction (ETJ), this may be shown on the drawing or included as a plat note.
- Metes and bounds description of the property to be subdivided shall be certified by a Registered Professional Land Surveyor (RPLS), describing a beginning point and reciting bearings and

distances to a corner of the original land grant survey of which the Subdivision is a part, according to the best available data. (Shown on drawing; not separate description)

- All Subdivision external corners, angle points, points of curvature and points of tangency shall be set by a Registered Professional Land Surveyor (RPLS) before the plat is recorded and shall be a TxDOT "Light Duty Setting" monument with an aluminum or bronze disk as specified in Appendix C of the TxDOT Survey Manual of April 2011. Alternately, Bernsten® Standard Aluminum Base monument (or equivalent as approved by the County Engineer) embedded and backfilled with compacted sand may be used. All Daughter Lots, Blocks and rights-of-way within the Subdivision shall be fully monumented in compliance with the Texas Board of Professional Land Surveying Act and the Board Rules set by a Registered Professional Land Surveyor (RPLS) before the plat is recorded.
- Primary control points or descriptions and ties to such control points, to which, later, all dimensions, angles, bearings, Block numbers, and similar data shall be referred. The plat shall be located with respect to a corner of the surveyor tract, or an original corner of the original survey of which it is a part. All boundaries shall be tied to a County control monument.
- The plat note regarding Owner's responsibilities as found in Appendix G.4, if not contained in the Owner's dedication.
- The On-site Sewage Facility (OSSF) setback as required by the Brazos County Health District.
- The location, zone classification and panel Effective Date of the 100-Year Floodplain as identified on the most current Brazos County Flood Insurance Rate Map (FIRM), published by the Federal Emergency Management Agency (FEMA).
- If there are any areas within the plat that include a FEMA-mapped Floodplain with a Zone A classification, or if there exists within or adjacent to the plat any water courses whose upstream drainage basin is larger than 64 acres, the plat shall also show the extent of the 100-Year Floodplain as determined by an engineering study under the seal of a Registered Professional Engineer. This study shall be sufficient in scope to determine and establish a BFE for all points within the plat.
- BFE's shall be shown for all points within the plat, as determined by the results of an engineering study. For plats where a FEMA-mapped Floodplain with a Zone AE classification exists within the plat, the BFE established by the accompanying FEMA- published flood study may be substituted for the engineering study.
- A minimum lowest finished floor elevation (FFE) for Buildings shall be established for each Lot within the plat. This minimum FFE shall be twelve (12) inches higher than the highest spot elevation that is located within five (5) feet outside the perimeter of the Building, or two-feet above the BFE, whichever is higher.
- If any areas within the plat include a 100-Year Floodplain (as determined by the results of an engineering study or as established by FEMA), a benchmark shall be established by the Owner within or immediately adjacent to the boundary of the plat. The location, description and elevation of the benchmark are required to be identified on the face of the plat. The elevation of this benchmark shall utilize the same vertical datum as that used in the engineering study to determine the FFE.
- A separate drawing containing both existing and proposed topographic information at 2-FT contour intervals along with the plat boundaries, Easement locations (existing & proposed), and culverts (existing & proposed).
- The certification language as found in Appendix C for both the Commissioner's Court approval and the County Clerk's filing certificate shall be located on the face of the plat. These signatures shall be obtained after approval by the Brazos County Commissioner's Court.
- If any Lot within the plat will be served by a well or an On-site Sewage Facility (OSSF), a letter must be provided by the Brazos County Health District stating they have examined the plat and that it is in compliance with the Brazos County On-site Sewage Facility (OSSF) Regulations, Construction Standards for On-site Sewage Facility (OSSF) Regulations as published by the Texas Commission on Environmental Quality (TCEQ). This letter must be signed by a representative of the District prior to Final Plat approval.

- If the plat contains a water well site, there shall be a depiction of the TCEQ separation requirements per Title 30, Part 1, Chapter 290, Subchapter D Rule §290.41.
- If rural route mailboxes are proposed, the plat note as found in Appendix G.2 for placement of such mailboxes shall be shown on the face of the plat.
- If any areas of the plat are located outside of all incorporated areas, the plat note as found in Appendix G.1 regarding the requirement to obtain a unique Development Permit from the Brazos County Floodplain Administrator prior to locating or altering a structure or land shall be placed on the plat.
- It is the responsibility of the Owner to assure that the proposed name of the Subdivision is not duplicated. Subdivisions with different sections are considered unique. The Owner shall check with the County Clerk's records for verification.
- Driveway culverts for all Lots shall be designed by a Licensed Professional Engineer.
- If entrances or driveways are proposed fronting Texas Department of Transportation (TxDOT) controlled highways, farm-to-market Roads, or others, copies of correspondence with TxDOT are required to be submitted with the Preliminary Plan stating that the general entrance or driveway configuration is within TxDOT's guidelines. Formal approval of the layout from TxDOT is required prior to approval of Final Plat.
- The diameter and length for each driveway culvert shall be shown on a table on the plat. This information shall also be placed in the deed restrictions for the Lots in the Subdivision.
- The Owner shall provide a letter of serviceability from an entity or entities providing water service or a letter stating that no service is available within 300 feet of the Subdivision and certifying that the Lots are suitable for private wells.
- Any Improvements proposed within the Right-of-Way including, but not limited to, irrigation, landscaping, sidewalks, Subdivision identification signs, etc. shall be maintained in accordance with an executed license agreement between the County and the Owner.
- This check list along with the required copies of the plat shall be submitted to the County Engineer for approval.
- Location and size of all existing and proposed subsurface and surface water drainage facilities, including water bodies on or immediately adjacent to the subject property and detention basins, if needed.
- All existing and proposed water courses or manmade drainage channels shall be located within a Common Area to be maintained by Owner.

MASTER PLAN / PRELIMINARY PLAN REQUIREMENTS

Every Master Plan / Preliminary Plan shall include all of the following:

- Title Block with the following information:
 - Name, address, telephone and email address of Subdivider, recorded Owner, Engineer and surveyor.
 - Proposed name of Subdivision. (Subdivision name & Street names will be approved through the Brazos County 911.)
 - Date of preparation. (Include the date of any revisions on the plan.)
 - Engineer's scale in feet.
 - Total area intended to be developed.
 - Proposed number of Lots to be developed.
 - Abstract name and number.
- The Preliminary Plan shall carry the legend "PRELIMINARY PLAN FOR REVIEW PURPOSES ONLY".
- North arrow.
- Drawn on 24" x 36" sheet to scale of 100-feet per inch or larger.
- Subdivision boundary indicated by heavy lines. Boundary must include all of Parent Tract.
- All horizontal control and vertical elevations depicted on the plan shall be tied to NAD83 and NAVD 1988 Datum.
- A vicinity map, drawn at a scale appropriate to show all nearby major Roadways and sufficient in detail to identify the location of the proposed plan.
- All adjacent property Owner's names, deed record, or Subdivision name, Block and Lot number, and existing use.
- All parcels within the boundary of the Subdivision shall have a Block and Lot number shown on the face of the plan drawing.
- County boundaries, City limits, Extraterritorial Jurisdiction (ETJ) boundaries, school district boundaries and Subdivision section and/or phase boundaries.
- Road names and Road designation (whether the Road will be public or privately owned), pavement width and Right-of-Way width for all proposed Roads within and all existing Roads abutting the plan. (Proposed and existing)
- All existing and proposed plan boundary lines, phase/section lines, and Lot lines with bearings and dimensions.
- Utility Services. (Water, wastewater, electrical, natural gas, cable, phone, etc.) (Existing and proposed.)
- Pipelines: label company with volume and page.
- The Preliminary Plan (including the entire Parent Tract if only a portion of that tract is to be subdivided) shall be shown on a single sheet, regardless of its acreage. The Preliminary Plan may also be shown on multiple sheets if necessary to show all detail and required information as required by this section.
- Size, in acres, of all Daughter Tracts.
- Centerline tangent lengths and curve data for all proposed Roads.
- Easements and rights-of-way shall be dedicated to the public. The dedication of all Easements and rights-of-way shall be accomplished free of liens.

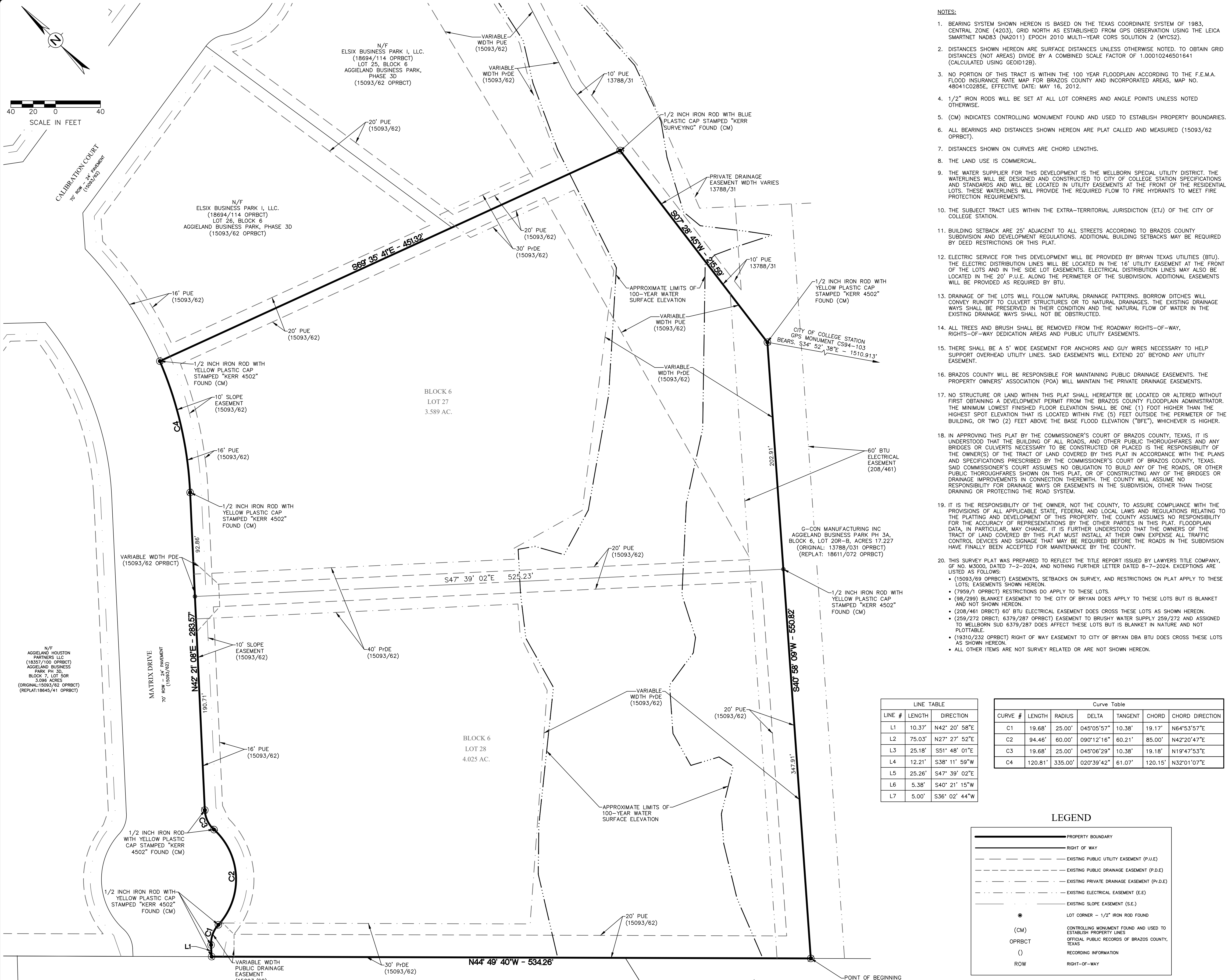
- All proposed Easements and existing Easements of record that have a designated route shall be shown on the plan with bearings and dimensions. The Owner shall be responsible for coordinating with all Utility Providers the location of all utility Easements that are shown on the Final Plat.
- Building Setback Lines for each proposed Lot as defined herein. For Subdivisions located within an Extraterritorial Jurisdiction (ETJ), this may be shown on the drawing or included as a plan note.
- Metes and bounds description of the property to be subdivided shall be certified by a Registered Professional Land Surveyor (RPLS), describing a beginning point and reciting bearings and distances to a corner of the original land grant survey of which the Subdivision is a part, according to the best available data. (Shown on drawing; not separate description)
- Primary control points or descriptions and ties to such control points, to which, later, all dimensions, angles, bearings, Block numbers, and similar data shall be referred. The plat shall be located with respect to a corner of the surveyor tract, or an original corner of the original survey of which it is a part. All boundaries shall be tied to a County control monument.
- The plat note regarding Owner's responsibilities as found in Appendix G.4, if not contained in the Owner's dedication.
- The On-site Sewage Facility (OSSF) setback as required by the Brazos County Health District.
- The location, zone classification and panel Effective Date of the 100-Year Floodplain as identified on the most current Brazos County Flood Insurance Rate Map (FIRM), published by the Federal Emergency Management Agency (FEMA).
- If there are any areas within the plat that include a FEMA-mapped Floodplain with a Zone A classification, or if there exists within or adjacent to the plat any water courses whose upstream drainage basin is larger than 64 acres, the plat shall also show the extent of the 100-Year Floodplain as determined by an engineering study under the seal of a Registered Professional Engineer. This study shall be sufficient in scope to determine and establish a BFE for all points within the plat.
- BFE's shall be shown for all points within the plat, as determined by the results of an engineering study. For plats where a FEMA-mapped Floodplain with a Zone AE classification exists within the plat, the BFE established by the accompanying FEMA- published flood study may be substituted for the engineering study.
- A minimum lowest finished floor elevation (FFE) for Buildings shall be established for each Lot within the plat. This minimum FFE shall be 12-inches higher than the highest spot elevation that is located within five feet outside the perimeter of the Building, or two-feet above the BFE, whichever is higher.
- If any areas within the plat include a 100-Year Floodplain (as determined by the results of an engineering study or as established by FEMA), a benchmark shall be established by the Owner within or immediately adjacent to the boundary of the plat. The location, description and elevation of the benchmark are required to be identified on the face of the plat. The elevation of this benchmark shall utilize the same vertical datum as that used in the engineering study to determine the FFE.
- A drawing containing both existing and proposed topographic information at 2-FT contour intervals along with the plat boundaries, Easement locations (existing & proposed), and culverts (existing & proposed).
- If the plat contains a water well site, there shall be a depiction of the TCEQ separation requirements per Title 30, Part 1, Chapter 290, Subchapter D Rule §290.41.
- It is the responsibility of the Owner to assure that the proposed name of the Subdivision is not duplicated. Subdivisions with different sections are considered unique. The Owner shall check with the County Clerk's records for verification.
- The Owner shall provide a letter of serviceability from an entity or entities providing water service or a letter stating that no service is available within 300 feet of the Subdivision and certifying that the Lots are suitable for private wells.

- If entrances or driveways are proposed fronting Texas Department of Transportation (TxDOT) controlled highways, farm-to-market Roads, or others, copies of correspondence with TxDOT are required to be submitted with the Preliminary Plan stating that the general entrance or driveway configuration is within TxDOT's guidelines. Formal approval of the layout from TxDOT is required prior to approval of Final Plat.
- For Road widening and drainage purposes the Owner shall dedicate the Right-of-Way. In the case of drainage that is provided for the Lots, it shall be located outside of the Right-of-Way in a private drainage Easement. In the case of drainage that is provided for the Roadway, it shall be located within the Right-of-Way.
- Indicate the centerline length of each Road in the proposed Subdivision and its design speed.
- If the Roads within the Subdivision will be privately maintained, include the appropriate note(s) per the requirements of Article 8 of these Regulations.
- Locations of existing and proposed private alleys.
- Locations of existing and proposed public areas.
- Locations of other public Improvements, including but not limited to parks, schools and other public facilities.
- The location of proposed cluster mailboxes, as required.
- All proposed Off-site Easements for infrastructure construction must be shown on the Preliminary Plan.
- Proposed phasing. Each phase must be able to stand alone to meet requirements of these Regulations.
- Location and size of all existing and proposed subsurface and surface water drainage facilities, including water bodies on or immediately adjacent to the subject property and detention basins, if needed.
- If the proposed Preliminary Plan is to be a Private Subdivision (containing privately maintained Roads), the title of the plan shall contain the phrase, "A Private Subdivision". Refer to Article 8 for additional requirements.
- This check list along with the required copies of the plan shall be submitted to the County Engineer for approval.
- Include a description of contributing drainage to the proposed Subdivision. The submittal shall include the area, slope and type of Development in the contributing area.
- Drainage narrative in compliance with the BCEDG.
- Clearly indicate the method of sanitary sewage treatment and/or disposal such as, but not limited to, municipal sewer service, private sewage disposal system and On-site sewage facilities including the size and location of all proposed sewer mains and manholes. Preliminary grades for each main between manholes and the depth at each manhole shall also be shown.
- All existing and proposed water courses or manmade drainage channels shall be located within a Common Area to be maintained by Owner.

FINAL PLAT APPLICATION REQUIREMENTS

Every Final Plat must include all of the items provided on the Simplified Plat checklist as well as the following:

- For Road widening and drainage purposes the Owner shall dedicate the Right-of-Way. In the case of drainage that is provided for the Lots, it shall be located outside of the Right-of-Way in a private drainage Easement. In the case of drainage that is provided for the Roadway, it shall be located within the Right-of-Way.
- If public Roadways are to be built as part of the plat, the plat note regarding the responsibility for construction of Roadways as found in Appendix G.3 shall be placed on the face of the plat.
- The plat note regarding Owner's responsibilities as found in Appendix G.4, if not contained in the Owner's dedication.
- Indicate the centerline length of each Road in the proposed Subdivision and its design speed.
- If more than four mailboxes are to be provided within the Subdivision, cluster mailboxes shall be provided and the location of such shall be indicated on the plat.
- If the Roads within the Subdivision will be privately maintained, include the appropriate note(s) per the requirements of Article 8 of these Regulations.
- Locations of existing and proposed private alleys.
- Locations of existing and proposed public areas.
- Locations of other Public Improvements, including but not limited to parks, schools and other public facilities.
- All Off-site Easements for infrastructure construction must be shown on the Final Plat with a volume and page listed to indicate where the separate instrument Easements were filed. Separate instrument Easements must be filed prior or concurrently with Final Plat.
- Proposed phasing. All phasing shall be in accordance with the approved Master Plan and/or Preliminary Plan and each phase must be able to stand alone to meet requirements of these Regulations. Infrastructure costs should be separate for each phase of the Subdivision.
- Location and size of all existing and proposed subsurface and surface water drainage facilities, including water bodies on or immediately adjacent to the subject property.
- If the proposed Final Plat is to be a Private Subdivision (containing privately maintained Roads), the title of the plat shall contain the phrase, "A Private Subdivision". Refer to Article 8 for additional requirements.
- In the case of an On-site Sewage Facility (OSSF), the Developer shall be responsible for providing a Development Plan, as performed by a Professional Sanitarian, a Licensed Professional Engineer, or person certified as required by TCEQ Title 30 TAC Chapter 285. The sewage disposal plan shall be performed according rules and regulations established by the Brazos County On-site Sewage Facility (OSSF) Order and TCEQ Title 30 TAC Chapter 285.

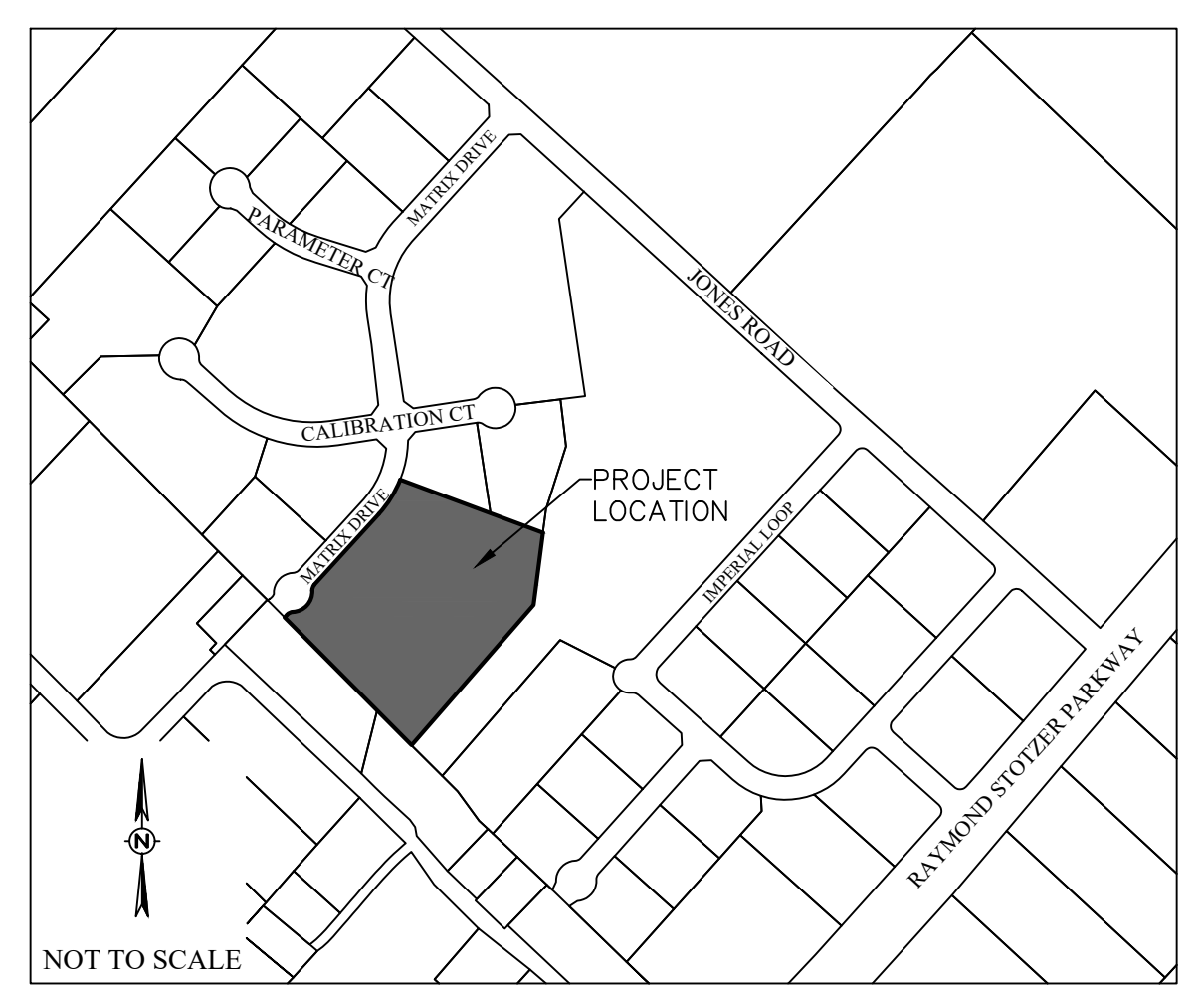


NOTES:

- BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).
- DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010246501641 (CALCULATED USING GEOID12B).
- NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOODPLAIN ACCORDING TO THE F.E.M.A. FLOOD INSURANCE RATE MAP FOR BRAZOS COUNTY AND INCORPORATED AREAS, MAP NO. 48041C0285E, EFFECTIVE DATE: MAY 16, 2012.
- 1/2" IRON RODS WILL BE SET AT ALL LOT CORNERS AND ANGLE POINTS UNLESS NOTED OTHERWISE.
- (CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.
- ALL BEARINGS AND DISTANCES SHOWN HEREON ARE PLAT CALLED AND MEASURED (15093/62 OPRBCT).
- DISTANCES SHOWN ON CURVES ARE CHORD LENGTHS.
- THE LAND USE IS COMMERCIAL.
- THE WATER SUPPLIER FOR THIS DEVELOPMENT IS THE WELLBORN SPECIAL UTILITY DISTRICT. THE WATERLINES WILL BE DESIGNED AND CONSTRUCTED TO CITY OF COLLEGE STATION SPECIFICATIONS AND STANDARDS AND WILL BE LOCATED IN UTILITY EASEMENTS AT THE FRONT OF THE RESIDENTIAL LOTS. THESE WATERLINES WILL PROVIDE THE REQUIRED FLOW TO FIRE HYDRANTS TO MEET FIRE PROTECTION REQUIREMENTS.
- THE SUBJECT TRACT LIES WITHIN THE EXTRA-TERRITORIAL JURISDICTION (ETJ) OF THE CITY OF COLLEGE STATION.
- BUILDING SETBACK ARE 25' ADJACENT TO ALL STREETS ACCORDING TO BRAZOS COUNTY SUBDIVISION AND DEVELOPMENT REGULATIONS. ADDITIONAL BUILDING SETBACKS MAY BE REQUIRED BY DEED RESTRICTIONS OR THIS PLAT.
- ELECTRIC SERVICE FOR THIS DEVELOPMENT WILL BE PROVIDED BY BRYAN TEXAS UTILITIES (BTU). THE ELECTRIC DISTRIBUTION LINES WILL BE LOCATED IN THE 16' UTILITY EASEMENT AT THE FRONT OF THE LOTS AND IN THE SIDE LOT EASEMENTS. ELECTRICAL DISTRIBUTION LINES MAY ALSO BE LOCATED IN THE 20' P.U.E. ALONG THE PERIMETER OF THE SUBDIVISION. ADDITIONAL EASEMENTS WILL BE PROVIDED AS REQUIRED BY BTU.
- DRAINAGE OF THE LOTS WILL FOLLOW NATURAL DRAINAGE PATTERNS. BORROW DITCHES WILL CONVEY RUNOFF TO CULVERT STRUCTURES OR TO NATURAL DRAINAGES. THE EXISTING DRAINAGE WAYS SHALL BE PRESERVED IN THEIR CONDITION AND THE NATURAL FLOW OF WATER IN THE EXISTING DRAINAGE WAYS SHALL NOT BE OBSTRUCTED.
- ALL TREES AND BRUSH SHALL BE REMOVED FROM THE ROADWAY RIGHTS-OF-WAY, RIGHTS-OF-WAY DEDICATION AREAS AND PUBLIC UTILITY EASEMENTS.
- THERE SHALL BE A 5' WIDE EASEMENT FOR ANCHORS AND GUY WIRES NECESSARY TO HELP SUPPORT OVERHEAD UTILITY LINES. SAID EASEMENTS WILL EXTEND 20' BEYOND ANY UTILITY EASEMENT.
- BRAZOS COUNTY WILL BE RESPONSIBLE FOR MAINTAINING PUBLIC DRAINAGE EASEMENTS. THE PROPERTY OWNERS' ASSOCIATION (POA) WILL MAINTAIN THE PRIVATE DRAINAGE EASEMENTS.
- 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. 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.
- 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 DRAINING OR PROTECTING THE ROAD SYSTEM.
- 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 PLATING AND DEVELOPMENT OF THIS PROPERTY. 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.
- THIS SURVEY PLAT WAS PREPARED TO REFLECT THE TITLE REPORT ISSUED BY LAWYERS TITLE COMPANY, OF NO. M3000, DATED 7-2-2024, AND NOTHING FURTHER LETTER DATED 8-7-2024. EXCEPTIONS ARE LISTED AS FOLLOWS:
 - (15093/62 OPRBCT) EASEMENTS, SETBACKS ON SURVEY, AND RESTRICTIONS ON PLAT APPLY TO THESE LOTS; EASEMENTS SHOWN HEREON.
 - (7959/1 OPRBCT) RESTRICTIONS DO APPLY TO THESE LOTS.
 - (98/299) BLANKET EASEMENT TO THE CITY OF BRYAN DOES APPLY TO THESE LOTS BUT IS BLANKET AND NOT SHOWN HEREON.
 - (208/461 OPRBCT) 60' BTU ELECTRICAL EASEMENT DOES CROSS THESE LOTS AS SHOWN HEREON.
 - (259/272 OPRBCT; 6379/287 OPRBCT) EASEMENT TO BRUSHY WATER SUPPLY 259/272 AND ASSIGNED TO WELLBORN SUD 6379/287 DOES AFFECT THESE LOTS BUT IS BLANKET IN NATURE AND NOT PLOTTABLE.
 - (19310/232 OPRBCT) RIGHT OF WAY EASEMENT TO CITY OF BRYAN DBA BTU DOES CROSS THESE LOTS AS SHOWN HEREON.
 - ALL OTHER ITEMS ARE NOT SURVEY RELATED OR ARE NOT SHOWN HEREON.

- OSFS NOTES
SANITARY SEWAGE TREATMENT AND DISPOSAL WILL BE PROVIDED BY ON-SITE SEWAGE FACILITY (OSSF) SYSTEMS.
- ALL PROPOSED LOTS TO BE SERVED BY OSSF SHALL COMPLY WITH ALL APPLICABLE COUNTY AND STATE REGULATIONS INCLUDING THE MINIMUM LOT REQUIREMENTS REQUIRED BY BRAZOS COUNTY.
 - PROPERTY THAT WILL USE AN ON-SITE SEWAGE FACILITY (OSSF) FOR SEWAGE DISPOSAL SHALL BE EVALUATED FOR OVERALL SITE SUITABILITY. THE RESULTS OF A SITE EVALUATION, CONDUCTED ACCORDING TO 30 TAC §285.30 PREPARED BY A LICENSED SITE EVALUATOR OR TEXAS PROFESSIONAL ENGINEER SHALL BE REQUIRED BEFORE APPROVAL OF AN OSSF BY THE PERMITTING AUTHORITY.
 - A COMPLETE PERMIT APPLICATION FORM, FEE AND THE REQUIRED PLANNING MATERIALS APPROVED BY THE PERMITTING AUTHORITY ARE REQUIRED PRIOR TO THE ISSUANCE OF AUTHORIZATION TO CONSTRUCT (ATC) FOR ALL OSSF IN BRAZOS COUNTY REGARDLESS OF THE ACREAGE OF THE TRACT. NO OSSF SHALL BEGIN CONSTRUCTION IN BRAZOS COUNTY PRIOR TO THE ISSUANCE OF THE ATC.
 - OSFS PLANNING MATERIALS SHALL INCLUDE THE REQUIRED TOPOGRAPHY ANALYSIS FOR EACH TRACT AND DEMONSTRATE TO THE SATISFACTION OF THE PERMITTING AUTHORITY IN THE DESIGN TECHNICAL REPORT AND SITE DRAWINGS THE SUITABILITY OF THE PROPOSED DISPOSAL METHOD FOR THE SLOPE AND DRAINAGE FEATURES OF EACH TRACT TO ENSURE PROTECTION OF SURFACE AND GROUND WATERS OF THE STATE.
 - ANY POTENTIAL OSSF SITE WITHIN A 100-YEAR FLOODPLAIN IS SUBJECT TO THE SPECIAL PLANNING REQUIREMENTS IN 30 TAC §285.31(C)(2) AND SHALL BE LOCATED SO THAT A FLOOD WILL NOT DAMAGE THE OSSF DURING A FLOOD EVENT, RESULTING IN CONTAMINATION OF THE ENVIRONMENT.
 - NO OSSF TANK, COLLECTION, DISTRIBUTION, OR DISPOSAL MAY ENCRoACH THE SEPARATION REQUIREMENTS OF SURFACE OR GROUND WATER INCLUDING FOR INTERMITTENT AND PERENNIAL STREAMS AND THE NORMAL POOL LEVEL OF IMPOUNDMENTS OR SPILLWAY ELEVATION. SUBDIVISION AND DEVELOPMENT PLANS ALTERING THE LOCATION AND NATURAL STREAMBED OF MAPPED DRAINAGES SHOULD OBTAIN THE PERMISSION OF THE BRAZOS COUNTY ENGINEER AND ANY OTHER STATE OR FEDERAL AGENCY REGULATING SURFACE WATERS OF THE STATE AND WHERE SUCH ALTERATION OCCUR PROVIDE A COPY OF THE ENGINEERED DRAINAGE PLAN TO THE OSSF PERMITTING AUTHORITY WITH THE SUBDIVISION PLAT OR DEVELOPMENT PLAN.
 - THE LOCATION OF ALL PRIVATE AND PUBLIC WATER WELLS, WHETHER CURRENTLY IN USE OR ABANDONED, AND REGARDLESS OF AVAILABILITY OF POTABLE WATER SUPPLY FROM PWS AT A TRACT, SHALL BE INDICATED ON THE SUBDIVISION SURVEY AND ANY SITE DRAWINGS AND SHALL REQUIRE THE SEPARATION DISTANCES SPECIFIED IN 30 TAC §285.91(10). A COPY OF THE WELL PLUGGING REPORT FILED WITH THE TEXAS WATER DEVELOPMENT BOARD IS REQUIRED FOR ANY WELL PREVIOUSLY KNOWN OR INDICATED AT A TRACT. DO NOT REMOVE WELL HEADS PRIOR TO THE REQUIRED PLUGGING OF THE BORE. SEPARATION DISTANCES OF OSSF FROM PREVIOUSLY KNOWN WATER WELLS WILL NOT BE REDUCED WITHOUT A PLUGGING REPORT DOCUMENTING PROTECTION OF GROUNDWATER AQUIFERS. THIS SITUATION COULD PREVENT APPROVAL OF AN OSSF FOR A SMALL TRACT.
 - NO OSSF TREATMENT OR DISPOSAL COMPONENTS MAY ENCRoACH INTO ANY AREA RESERVED AS A PUBLIC UTILITY EASEMENT (PUE) WITHOUT A VARIANCE BEING REQUESTED AND APPROVED BY THE PERMITTING AUTHORITY. VARIANCE WILL BE REVIEWED AND APPROVED ON A CASE-BY-CASE BASIS. PROPOSED ENCRoACHMENTS INTO PIPELINE AND ELECTRICAL TRANSMISSION EASEMENTS SHALL REQUIRE BOTH THE APPROVED VARIANCE BY THE PERMITTING AUTHORITY AND ALL LETTERS OF PERMISSION DESCRIBED IN §285.91(10) OR AS REQUIRED BY THE PERMITTING AUTHORITY IN SUPPORT OF ANY APPROVED VARIANCE. ALL UNDERGROUND AND OVERHEAD EASEMENTS MUST BE CLEARLY DELINEATED ON THE SUBDIVISION PLAT WITH DIMENSIONS INDICATED.

VICINITY MAP



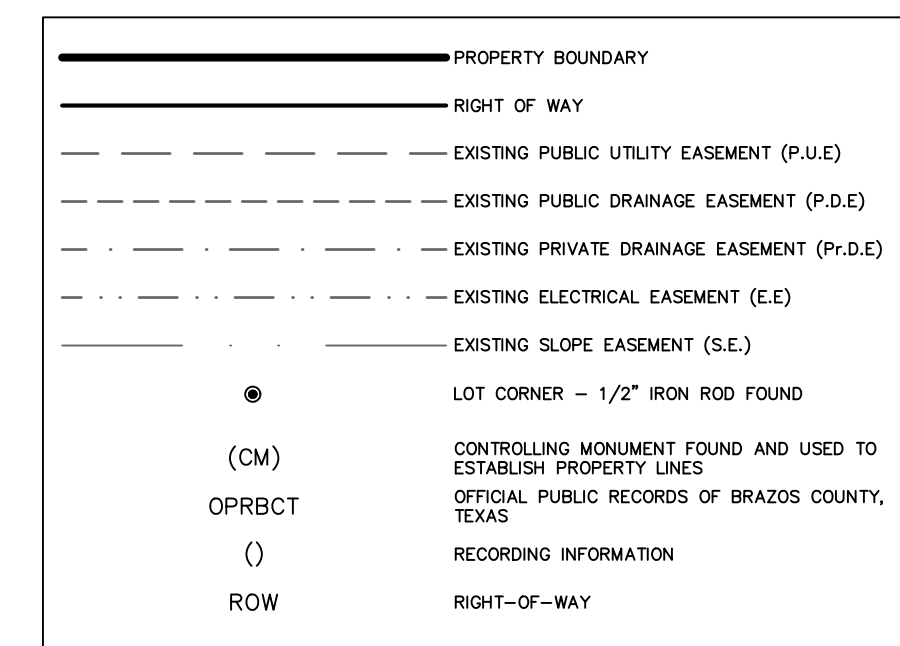
LINE TABLE

LINE #	LENGTH	DIRECTION
L1	10.37'	N42° 20' 58"E
L2	75.03'	N27° 27' 52"E
L3	25.18'	S51° 48' 01"E
L4	12.21'	S38° 11' 59"W
L5	25.26'	S47° 39' 02"E
L6	5.38'	S40° 21' 15"W
L7	5.00'	S36° 02' 44"W

Curve Table

CURVE #	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD DIRECTION
C1	19.68'	25.00'	045°05'57"	10.38'	19.17'	N64°53'57"E
C2	94.46'	60.00'	090°12'16"	60.21'	85.00'	N42°20'47"E
C3	19.68'	25.00'	045°06'29"	10.38'	19.18'	N19°47'53"E
C4	120.81'	335.00'	020°39'42"	61.07'	120.15'	N32°01'07"E

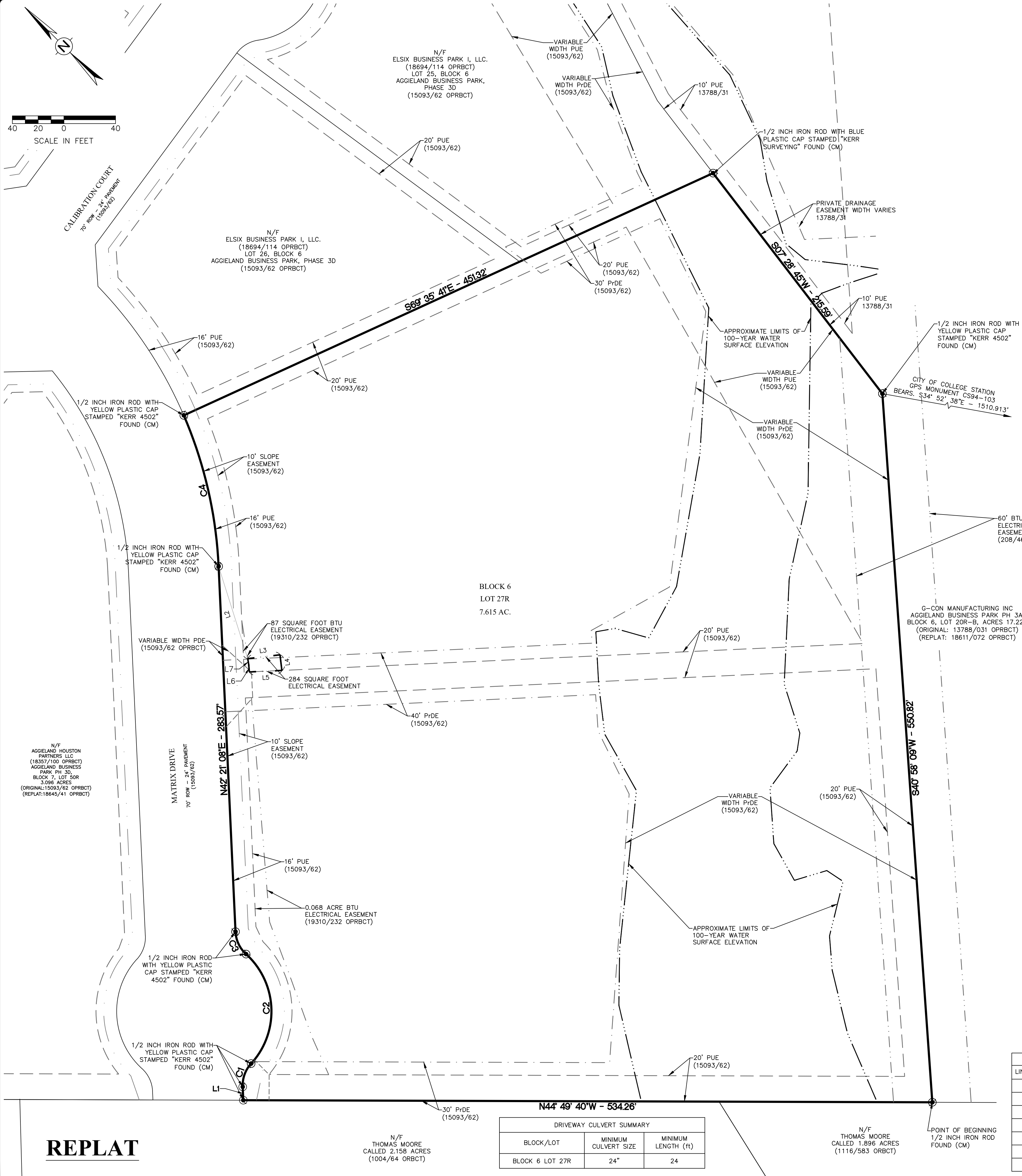
LEGEND



ORIGINAL PLAT
VOL. 15093, PG. 62

FINAL PLAT
 OF
AGGIELAND BUSINESS PARK
PHASE 3D
BLOCK 6, LOT 27R
7.615 ACRES
 BEING A REPLAT
 OF
AGGIELAND BUSINESS PARK
PHASE 3D
BLOCK 6, LOTS 27 & 28
 VOL. 15093, PG. 62
 J. H. JONES SURVEY, A-26
 COLLEGE STATION, BRAZOS COUNTY, TEXAS

SCALE 1" = 40'
 SEPTEMBER, 2024
OWNER/DEVELOPER: 5971 Matrix Drive LLC
 1409 Post Oak Blvd Unit 2701
 Houston, TX 77056
 (713) 204-2026
SURVEYOR: KERR SURVEYING
 Kerr Surveying, LLC
 1718 Briarcrest Dr.
 Bryan, TX 77802
 (979) 268-3195
 TBPELS FIRM # 16018500
 SURVEY@KERRSURVEYING.NET
 Job 24-791
ENGINEER: SCHULTZ ENGINEERING
 TBP# NO. 12327
 911 SOUTHWEST PKWY E
 Houston, Texas 77840
 (979) 764-9800
SHEET 1 OF 2



CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF TEXAS
 COUNTY OF BRAZOS
 We, 5971 Matrix Drive, LLC, owners and developers of the land shown on this plat, and designated herein as the Aggieldand Business Park, Phase 3D, Block 6, Lot 27R, in Brazos County, Texas, and whose name(s) is/are subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, greenways, infrastructure, easements, and public places thereon shown for the purpose and consideration therein expressed.
 5971 Matrix Drive, LLC

By: Jeffrey J. Metzler, Manager

**STATE OF TEXAS
 COUNTY OF BRAZOS**

Before me, the undersigned authority, on this day personally appeared Jeffrey J. Metzler, Manager of 5971 Matrix Drive, LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein stated.
 Given under my hand and seal on this ____ day of _____, 20____

Notary Public, Brazos County, Texas

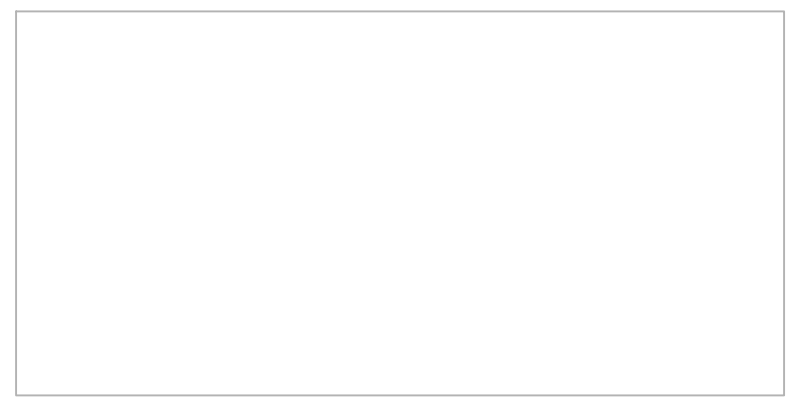
CERTIFICATE OF THE SURVEYOR

STATE OF TEXAS
 COUNTY OF BRAZOS

I, Michael Konetski, Registered Professional Land Surveyor No. 6531, in the State of Texas, hereby certify that this plat is true and correct and was prepared from an actual survey of the property and that the property markers and monuments were placed under my supervision on the ground.

_____, R.P.L.S. No. 6531

CERTIFICATE OF COUNTY CLERK



 County Clerk
 Brazos County, Texas

CERTIFICATE OF ADMINISTRATOR

I, _____ Administrator of the City of College Station, Texas, hereby certify that this Subdivision Plat conforms to the requirements of the Subdivision Regulations of the City of College Station.

 City Administrator
 City of College Station, Texas

CERTIFICATE OF CITY ENGINEER

I, _____ City Engineer of the City of College Station, Texas, hereby certify that this Subdivision Plat conforms to the requirements of the Subdivision Regulations of the City of College Station.

 City Engineer
 City of College Station

LEGEND

	PROPERTY BOUNDARY
	RIGHT OF WAY
	LOT LINE
	ELECTRICAL EASEMENT (E.E.)
	EXISTING PUBLIC UTILITY EASEMENT (P.U.E.)
	EXISTING PUBLIC DRAINAGE EASEMENT (P.D.E.)
	EXISTING PRIVATE DRAINAGE EASEMENT (P.V.D.E.)
	EXISTING ELECTRICAL EASEMENT (E.E.)
	EXISTING SLOPE EASEMENT (S.E.)
	LOT CORNER - 1/2" IRON ROD FOUND
	CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY LINES
	OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS
	RECORDING INFORMATION
	RIGHT-OF-WAY

LINE TABLE

LINE #	LENGTH	DIRECTION
L1	10.37'	N42° 20' 58"E
L2	75.03'	N27° 27' 52"E
L3	25.18'	S51° 48' 01"E
L4	12.21'	S38° 11' 59"W
L5	25.26'	S47° 39' 02"E
L6	5.38'	S40° 21' 15"W
L7	5.00'	S36° 02' 44"W

Curve Table

CURVE #	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD DIRECTION
C1	19.68'	25.00'	045°05'57"	10.38'	19.17'	N64°53'57"E
C2	94.46'	60.00'	090°12'16"	60.21'	85.00'	N42°20'47"E
C3	19.68'	25.00'	045°06'29"	10.38'	19.18'	N19°47'53"E
C4	120.81'	335.00'	020°39'42"	61.07'	120.15'	N32°01'07"E

DRIVEWAY CULVERT SUMMARY

BLOCK/LOT	MINIMUM CULVERT SIZE	MINIMUM LENGTH (ft)
BLOCK 6 LOT 27R	24"	24

CERTIFICATE OF APPROVAL

This subdivision plat was duly approved by the Commissioners Court of Brazos County, Texas, as the Final Plat of such subdivision on ____ day of _____, 20____
 Signed this the day of _____, 20____

 County Judge, Brazos County, Texas

FIELD NOTES DESCRIPTION

OF A
 7.615 ACRE TRACT
 JOHN H. JONES LEAGUE SURVEY, ABSTRACT No. 26
 BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF 7.615 ACRES IN THE JOHN H. JONES LEAGUE SURVEY, ABSTRACT No. 26, IN BRAZOS COUNTY, TEXAS, BEING ALL OF LOT 27 AND LOT 28, BLOCK 6, AGGIELAND BUSINESS PARK, PHASE 3D AS SHOWN ON THE PLAT FILED IN VOLUME 15093, PAGE 62 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (OPRBCT); SAID 7.615 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found on the northeast line of a called 1.896 acre tract described in a deed to Thomas Moore in Volume 1116, Page 583 of the Official Records of Brazos County, Texas (ORBCT) marking the west corner of Lot 20R-B, Block 6, Aggieldand Business Park, Phase 3A (18611/72 OPRBCT) and the south corner hereof;
 THENCE, with said 1.896 acre tract and the northeast line of a called 2.158 acre tract described in a deed to Thomas Moore (1004/64 ORBCT) and with the southwest line of said Lot 28, N 44° 49' 40" W a distance of 534.26 feet to a 1/2 inch iron rod found with yellow plastic cap stamped "KERR 4502" (all 1/2 inch iron rods found with yellow plastic caps stamped "KERR 4502" from this point forward unless otherwise noted) marking a south corner of the right-of-way of Matrix Drive (70' wide right-of-way, 15093/62 OPRBCT) and the west corner hereof;
 THENCE, with the southeast right-of-way of Matrix Drive and the northwest lines of said Lots 27 and 28 for the following six (6) courses and distances:

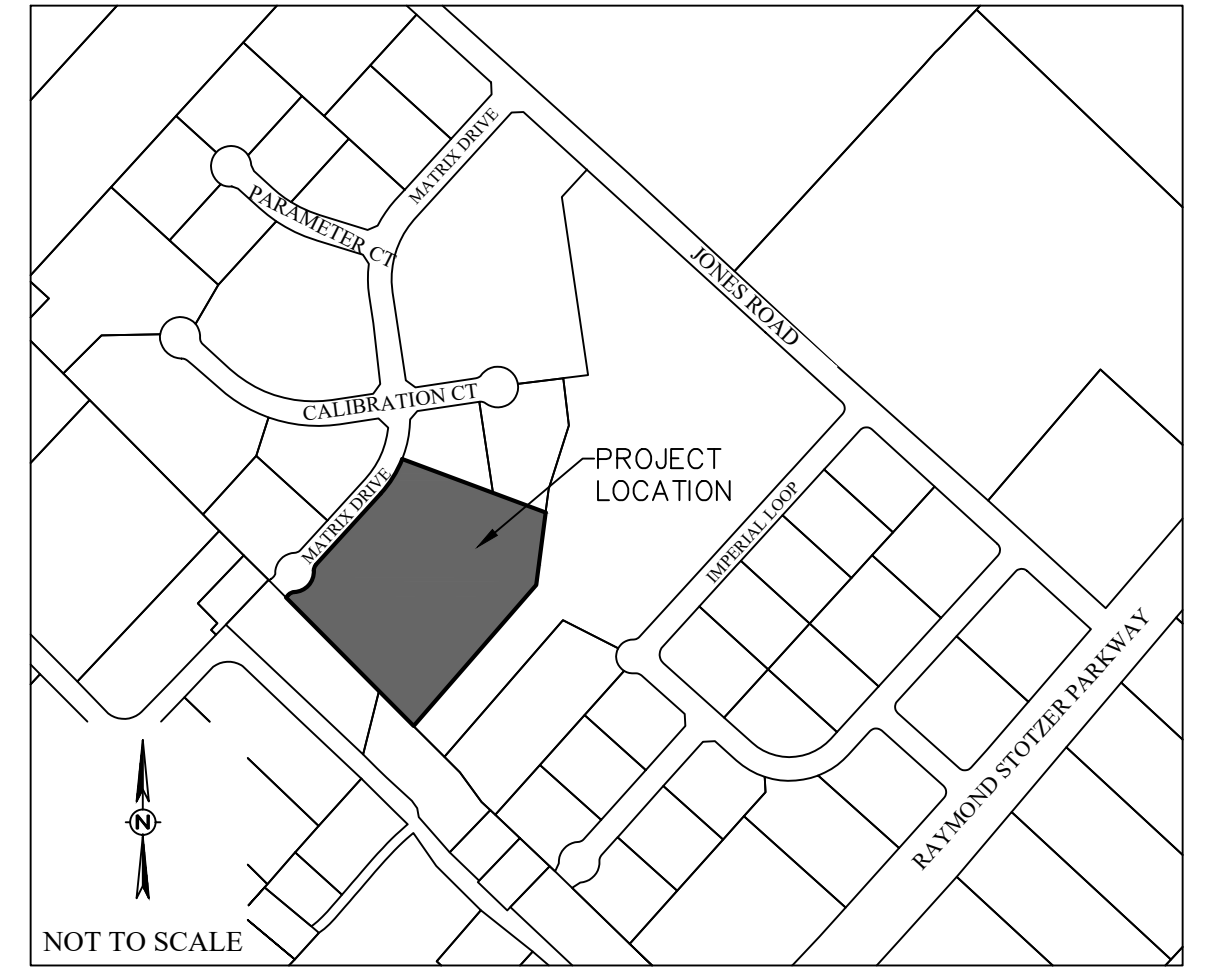
- 1) N 42° 20' 58" E a distance of 10.37 feet to a 1/2 inch iron rod found;
- 2) With a curve to the right having a radius of 25.00 feet, an arc length of 19.68 feet, a delta angle of 45° 05' 57", and a chord which bears N 64° 53' 57" E a distance of 19.17 feet to a 1/2 inch iron rod found;
- 3) With a reverse curve to the left having a radius of 60.00 feet, an arc length of 94.46 feet, a delta angle of 90° 12' 16", and a chord which bears N 42° 20' 47" E a distance of 85.00 feet to a 1/2 inch iron rod found;
- 4) With a reverse curve to the right having a radius of 25.00 feet, an arc length of 19.68 feet, a delta angle of 45° 06' 29", and a chord which bears N 19° 47' 53" E a distance of 19.18 feet to a 1/2 inch iron rod found;
- 5) N 42° 21' 08" E a distance of 283.57 feet to a 1/2 inch iron rod found;
- 6) With a curve to the left having a radius of 335.00 feet, an arc length of 120.81 feet, a delta angle of 20° 39' 42", and a chord which bears S 32° 01' 07" E a distance of 120.15 feet to a 1/2 inch iron rod found on said right-of-way marking the northwest common corner of Lot 26 and 27, Block 6;

THENCE, with the common line of said Lots 26 and 27, S 69° 35' 41" E a distance of 451.32 feet to a 1/2 inch iron rod found with blue plastic cap stamped "KERR SURVEYING" on a west line of said Lot 20R;

THENCE, with the northwest lines of said Lot 20R and the southeast lines of said Lots 27 and 28 for the following two (2) courses and distances:

- 1) S 07° 28' 45" W a distance of 215.59 feet to a 1/2 inch iron rod found; for reference the College Station Monument CS94-103 bears S 34° 52' 38" E a distance of 1,510.913 feet;
- 2) S 40° 58' 09" W a distance of 550.82 feet to the POINT OF BEGINNING hereof and containing 7.615 acres of land, more or less. Surveyed on the ground February 2024 under my supervision.

VICINITY MAP



REPLAT

FINAL PLAT
 OF
AGGIELAND BUSINESS PARK
PHASE 3D
 BLOCK 6, LOT 27R
 7.615 ACRES
 BEING A REPLAT
 OF
AGGIELAND BUSINESS PARK
PHASE 3D
 BLOCK 6, LOTS 27 & 28
 VOL. 15093, PG. 62
 J. H. JONES SURVEY, A-26
 COLLEGE STATION, BRAZOS COUNTY, TEXAS

SCALE 1" = 40'
 SEPTEMBER, 2024

OWNER/DEVELOPER: 5971 Matrix Drive LLC
 1409 Post Oak Blvd Unit 2701
 Houston, TX 77056
 (713) 204-2026

SURVEYOR: KERR SURVEYING
 Kerr Surveying, LLC
 1718 Briarcrest Dr.
 Bryan, TX 77802
 (979) 268-3195
 TBP&LS FIRM # 16018500
 SURVEYS@KERRSURVEYING.NET
 Job 24-791

ENGINEER: SCHULTZ ENGINEERING
 TBP&LS FIRM # 12327
 911 SOUTHWEST PKWY E
 College Station, Texas 77840
 (979) 764-9800

SHEET 2 OF 2



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Budget Office NUMBER:
DATE OF COURT MEETING: 10/22/2024
ITEM:

- a. FY 23/24 Budget Amendments 53.01 - 53.02
- b. FY 24/25 Budget Amendments 4.01 - 4.03

TO: Commissioners Court
FROM: Nina Payne
DATE: 10/16/2024
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00
ACTION REQUESTED OR ALTERNATIVES: Request approval.

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
53_Coversheet.pdf	FY 2024 - 53 Coversheet	Cover Memo
53.01 - 53.02.pdf	FY 2024 Budget Amendments 53.01 - 53.02	Budget Amendment
4_Coversheet.pdf	FY 2024 - 4 Coversheet	Cover Memo
4.01 - 4.03.pdf	FY 2025 Budget Amendments 4.01 - 4.03	Budget Amendment

BRAZOS COUNTY, TEXAS

BUDGET AMENDMENT(S) FOR THE 2023-2024 BUDGET YEAR

NO. 23/24 53.01 – 53.02

On this the 22nd day of October 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

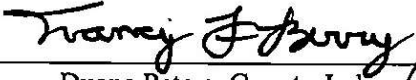
The following proceedings were held:

THAT WHEREAS, on 22nd day of October 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 22nd day of October 2024.

THE COMMISSIONERS COURT OF BRAZOS COUNTY, TEXAS.

By: 
Duane Peters, County Judge
Presiding

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

BRAZOS COUNTY, TEXAS

BUDGET AMENDMENT(S) FOR THE 2024-2025 BUDGET YEAR

NO. 24/25 4.01 – 4.03

On this the 22nd day of October 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 22nd day of October 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 10 September 2024, the following amendment(s) to the original budget are hereby authorized, as described on the attached page(s).

ADOPTED AND APPROVED this the 22nd day of October 2024.

THE COMMISSIONERS COURT OF BRAZOS COUNTY, TEXAS.

By: 

Duane Peters, County Judge
Presiding

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



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Human Resources NUMBER:
DATE OF COURT MEETING: 10/22/2024
ITEM: • Approval of Personnel Change of Status.
TO: Commissioners Court
DATE: 10/17/2024
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
Employment Separations - Public - 10-22-2024.pdf	Cover Memo	Cover Memo

Personnel Change of Status

(Oct 17, 2024)

Commissioners' Court Date: 10-22-2024
Department Submitting Information: Human Resources
Purpose of Submissions: Consider and Take Action on Change

Employment

Department Name	Employee Name
County Judge - Administration	Hopper, Adam
District Attorney - Administration	Larsen, Tiffany
Sheriff Office - Jail Administration	Mejia, Victoria
Sheriff Office - Jail Administration	Riddle, Ashlyn
Sheriff Office - Jail Administration	Smith, Sherry
Tax Assessor - Collector - Administration	Burlin, Tammie
Tax Assessor - Collector - Administration	Huron-Nunez, Veronica
Tax Assessor - Collector - Administration	Wells, Tiffany

Separations

Department Name	Employee Name
Exposition Center - Administration	Jones, Bryan
Facilities Services - Administration	Rivera, Aurora
Information Technology - Administration	Curry, Kelly

Personnel Action Forms

Department Name	Employee Name
Brazos Center	Bethell, Haley
Constable Precinct 3 - Administration	Corwin, Richard Jr.
Constable Precinct 3 - Administration	Giordano, Christopher
Constable Precinct 3 - Administration	Jones, Kimberly
County Agriculture Extension - Administration	Montoya, Kellie
Court Support - Criminal	Bailey, Stephanie
District Attorney	Larsen, Tiffany
Human Resources - Administration	Doucet, Paula
Human Resources - Administration	McConathy, Raeanna
Juvenile Services - Administration Court	Estep, Kendra
Juvenile Services - Administration Court	Kasberg, Stacey
Juvenile Services - Detention	Dally, Apollos
Metropolitan Planning - Administration	Rudge, Daniel
Tax Assessor - Collector - Administration	Harris, Sireesha
TJJD - SA Commitment Diversion - Community Based	Barnes, Trenise

Approved in Commissioners' Court: 10-22-2024

County Judge's or Commissioner's Signature:

Nancy J. Perry
President



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: NUMBER:
DATE OF COURT MEETING: 10/22/2024
ITEM: Approval of Payment of Claims
• a. 8205822 - 8205938
• b. 9202593 - 9202658
TO: Commissioners Court
DATE: 10/17/2024
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

[Bill_List-Public_10.22.24.pdf](#)

Description

Payment of Claims

Type

Backup Material



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: _____ NUMBER: _____

DATE OF COURT MEETING: 10/22/2024

ITEM: Approval of Payment of Claims

- a. 8205822 - 8205938
- b. 9202593 - 9202658

TO: Commissioners Court

DATE: 10/17/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
Bill_List-Public_10.22.24.pdf	Payment of Claims	Backup Material
Bill_List-Internal_10.22.24.pdf	Payment of Claims - Internal	Backup Material

APPROVED

ATTEST: Kara McInnes
County Clerk
By: Antonia Peter Brown
Chief Deputy

Nancy J. Perry 10/22/24
Duane Peters / Presiding Date
County Judge / 0-5

Bill List Commissioners Court

Time run: 10/18/2024 10:53:46 AM

Account	Account Description	Supplier Number	Party Name	Identifying PO	Invoice Number	Invoice Line Amount
01000-00000000-20000100-00000-0000-000000	General Fund-No Value-Cash Advance \- Subledger Total-No Value-No Value-No Value	Employee	Alann*****		ADV000274897965	796.76
			Chris*****		ADV000273049900	816.49
			Eric *****		ADV000275377224	431.68
			Flora*****		ADV000271978379	1,837.84
			Garre*****		ADV000274568166	860.05
			Jacal*****		ADV000274897561	749.55
			Kenne*****		ADV000273834672	833.13
			Kimbe*****h		ADV000272821093	900.00
			Krist*****		ADV000269320626	789.50
			Steph*****		ADV000274568170	860.05
			Teres*****		ADV000273049911	816.49
			Tiffa*****		ADV000274411561	753.80
			Zane *****		ADV000275377213	860.05
Kara *****		TRVL000271802690	(994.81)			
Regin*****		TRVL000274568174	(18.22)			
01000-00000000-30009400-00000-0000-000000	General Fund-No Value-A/P Tax \- McCreary Veselka-No Value-No Value-No Value	19432	McCre*****g & Allen		September 2024	76,254.25
01000-00000000-30011000-00000-0000-000000	General Fund-No Value-A/P Appellate Judicial System Fund-No Value-No Value-No Value	101413	Tenth*****s		SEPT24APPELLATE	1,220.00
					SEPT24APPELLATE-2	240.90
01000-00000000-30019000-00000-0000-000000	General Fund-No Value-A/P Alternative Dispute Resolution Fund-No Value-No Value-No Value	9756	Dispu*****nter - Brazos Valley		SEPT24ALTDIPS	5,715.67
					SEPT24ALTDISP-2	722.70
01000-00000000-30082200-00000-0000-000000	General Fund-No Value-A/P County Attorney \- Merchant Restitution-No Value-No Value-No Value	100053	Wal-M***** Restitution		945MJ100924/DS05-745	60.00
		100359	HEB -*****		945MJ100924/GT11-248	60.00
					945MJ100924/LM15-85	15.00
		101853	Fashi*****tution		945MJ100924/TY03-906B	14.80
102844	Jivaj*****stitution		945MJ100924/TY03-906A	50.20		
01000-00000000-30302000-00000-0000-000000	General Fund-No Value-Contract Pay \- Retainages-No Value-No Value-No Value	96753	Norma*****ervices LLC		Pay App #4- Retaiange	16,505.25
01000-00000000-37012000-00000-0000-000000	General Fund-No Value-Deferred Revenue Justice of the Peace 2-No Value-No Value-No Value	8253	Texas*****e Department		2023-00887T	20.57
					2024-00618NB	35.28
					2024-00632N	5.95
					2024-00793NB	40.80
01000-00000000-37290000-00000-0000-000000	General Fund-No Value-Funds Held in Trust \- Coupon Surety Fee-No Value-No Value-No Value	11803	Aggie*****		115686	13.50
					115687	13.50
					119429	13.50
					120384	13.50
					121350	13.50
					121563	13.50
121570	13.50					

Account	Account Description	Supplier Number	Party Name	Identifying PO	Invoice Number	Invoice Line Amount	
01000-00000000-37290000-00000-0000-000000	General Fund-No Value-Funds Held in Trust \- Coupon Surety Fee-No Value-No Value-No Value	11803	Aggie*****		122399	13.50	
					122400	13.50	
					123975	13.50	
					124001	13.50	
					124006	13.50	
					124273	13.50	
					124420	13.50	
					124425	13.50	
					124435	13.50	
					124657	13.50	
					124968	13.50	
					124996	13.50	
					125011	13.50	
					125025	13.50	
					125028	13.50	
		125148	13.50				
		125149	13.50				
		21434	Brazo*****nds			111208	13.50
						111209	13.50
						117335	13.50
						117360	13.50
						122913	13.50
						122914	13.50
						124368	13.50
						124373	13.50
						124385	13.50
						124386	13.50
		125096	13.50				
		90337	Gage*****			116868	13.50
						117047	13.50
						117562	13.50
						117563	13.50
						120708	13.50
						122235	13.50
						123028	13.50
						123242	13.50
						123539	13.50
						123542	13.50
						123572	13.50
						123585	13.50
		123591	13.50				
		123608	13.50				

Account	Account Description	Supplier Number	Party Name	Identifying PO	Invoice Number	Invoice Line Amount
01000-00000000-37290000-00000-0000-000000	General Fund-No Value-Funds Held in Trust \- Coupon Surety Fee-No Value-No Value-No Value	90337	Gage *****		123701	13.50
					124097	13.50
					124230	13.50
					124256	13.50
					124259	13.50
					124443	13.50
					124478	13.50
					124491	13.50
					124500	13.50
					124519	13.50
					124532	13.50
					124550	13.50
					124551	13.50
					124552	13.50
					124581	13.50
					124583	13.50
					124592	13.50
					124599	13.50
					124604	13.50
					124771	13.50
124772	13.50					
124796	13.50					
124809	13.50					
01000-10000100-61750000-00000-0000-000000	General Fund-County Judge \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	240000318	287310416139X10082024	410.33
01000-10002000-61750000-00000-0000-000000	General Fund-Veteran Services-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	240005047	287333631079X10082024	41.85
01000-10500000-61750000-00000-0000-000000	General Fund-Budget Office \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	240000248	287310376020X10082024	41.85
01000-11000100-61750000-00000-0000-000000	General Fund-Commissioners Court \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	240000225	287310378151X10082024	295.12
01000-11000500-61280000-00000-0000-000000	General Fund-Non\ -Departmental-Dues-No Value-No Value-No Value	9640	Texas*****rban Counties	250000803	1036748	10,995.00
01000-11000500-61880000-00000-0000-000000	General Fund-Non\ -Departmental-Utilities Expenditure-No Value-No Value-No Value	20	Bryan*****	240000545	2043084 0924	184.07
		60	Atmos*****	240000588	3042722319 0924	3,569.63
		7490	Colle*****ties	240000551	4714752976 0924	479.42
01000-11000500-71025000-00000-0000-000000	General Fund-Non\ -Departmental-Contract Services-No Value-No Value-No Value	97251	Texas*****	240000229	R041573	216.50
01000-11000500-72070000-00000-0000-000000	General Fund-Non\ -Departmental-Attorneys-No Value-No Value-No Value	6313	Texas*****Counties		NRDD-0011178	4,719.00
		92284	Germe*****		847779	485.00

Account	Account Description	Supplier Number	Party Name	Identifying PO	Invoice Number	Invoice Line Amount
01000-11002000-73120000-00000-0000-000000	General Fund-Community Support-Brazos Animal Shelter-No Value-No Value-No Value	938	Aggie*****ety	250000780	FY25 1024	17,416.66
01000-11002000-73150000-00000-0000-000000	General Fund-Community Support-Brazos Valley Arts Council-No Value-No Value-No Value	166	Arts *****s Valley	250000554	102024-25-032	12,000.00
01000-11002000-73180000-00000-0000-000000	General Fund-Community Support-Brazos Valley Council Of Government-No Value-No Value-No Value	10231	Brazo***** of Government	250000380	09048	18,258.25
01000-11002000-73182000-00000-0000-000000	General Fund-Community Support-Brazos Valley Thin Blue Line Foundation-No Value-No Value-No Value	102928	Brazo*****ue Line Foundation	250000519	BV/TBLF-24-01	5,000.00
01000-11002000-73530000-00000-0000-000000	General Fund-Community Support-Easter Seals-No Value-No Value-No Value	97137	Easte*****er Houston Inc	240000296	102024-24-044	8,750.00
01000-11010000-61210000-00000-0000-000000	General Fund-Court Support \-Criminal-Court Costs-No Value-No Value-No Value	93937	Kirby*****		24-1001	100.00
01000-11010000-61750000-00000-0000-000000	General Fund-Court Support \-Criminal-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	240004299	287310367730X10082024	43.24
01000-11010000-72201000-00000-0000-000000	General Fund-Court Support \-Criminal-Court Appointed Attorneys \-County Court at Law #1-No Value-No Value-No Value	102828	Sarah*****LLC		2401941	650.00
		800687	Shime*****		2400530	650.00
					2403253	750.00
		801423	Davis*****		2403450	650.00
		802205	Cune,*****		2401990	650.00
		802239	Gimbe*****		2403380	650.00
		95315	Law O*****sberger		2400300	650.00
					2400940	650.00
					2401488	350.00
					2401940	350.00
					2402731	650.00
		95611	Law O*****helps, PC, The		2203839	4,875.00
		96232	Meece*****		2400813	650.00
		97088	Cagle***** , The		2304183	650.00
					2403354	650.00
01000-11010000-72202000-00000-0000-000000	General Fund-Court Support \-Criminal-Court Appointed Attorneys \-County Court at Law #2-No Value-No Value-No Value	800687	Shime*****		2402206	750.00
					2402591	362.50
					2402597	362.50
01000-11010000-72203000-00000-0000-000000	General Fund-Court Support \-Criminal-Court Appointed Attorneys \-Preindictment/Dismissal-No Value-No Value-No Value	102106	The G*****P		unfiled - h stainslaw	650.00
					unfiled - r pineda	1,725.00
					unfiled - r rosales	650.00
01000-11010000-72205000-00000-0000-000000	General Fund-Court Support \-Criminal-Court Appointed Attorneys \-	805046	Gusti*****orney PLLC		unfiled - c sanders	1,000.00
		100000	Law O*****Andreski, PC		1705325	1,750.00
		102106	The G*****P		1404345	650.00

Account	Account Description	Supplier Number	Party Name	Identifying PO	Invoice Number	Invoice Line Amount		
01000-11010000-72205000-00000-0000-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- 85th-No Value-No Value-No Value	102106	The G*****P		2003036	650.00		
					2300375	1,175.00		
		102828	Sarah*****LLC		2102057	1,000.00		
		800687	Shime*****		2303261-1	1,950.00		
					2303262-1	1,950.00		
		802183	Greav*****		2304597	1,750.00		
					2401211	1,750.00		
		92302	Turnb*****PLLC		2400558	1,412.50		
					2400672	650.00		
					2402104	1,000.00		
		01000-11010000-72205100-00000-0000-000000	General Fund-Court Support \- Criminal-Investigator Fees \- 85th-No Value-No Value-No Value	800687	Shime*****		2303261-	525.00
							2303262-	525.00
01000-11010000-72206000-00000-0000-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- 272nd-No Value-No Value-No Value	102106	The G*****P		2301993	537.50		
					2302090	650.00		
					2401434	537.50		
		800687	Shime*****		2201592	200.00		
					2301851	200.00		
					2401446	600.00		
		801423	Davis*****		2304446	300.00		
					2304554	300.00		
					2304694	650.00		
					2400360	500.00		
					2400361	500.00		
		802183	Greav*****		2202254	1,750.00		
		91346	Flani*****d		2003984	400.00		
					2104526	600.00		
					2301752	650.00		
					2301754	75.00		
		95315	Law O*****tsberger		2303266	1,000.00		
					2402628	525.00		
		96232	Meece*****		2402805	525.00		
					2300363	383.33		
					2401059	383.33		
		96520	Thoma*****		2401062	383.34		
					2401226	1,000.00		
					2101854	2,216.67		
					2104012	2,216.67		
					2104013	2,216.67		
					2204990	650.00		
		2301309	650.00					
			2301991	2,216.67				
			2301992	2,216.66				

Account	Account Description	Supplier Number	Party Name	Identifying PO	Invoice Number	Invoice Line Amount	
01000-11010000-72206000-00000-0000-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- 272nd-No Value-No Value-No Value	96520	Thoma*****		2302089	650.00	
					2304229	2,216.66	
01000-11010000-72207000-00000-0000-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- 361st-No Value-No Value-No Value	102621	Law O*****Medina PLLC		2403159	612.50	
					2403160	612.50	
					2403231	650.00	
		102828	Sarah*****LLC			2302674	537.50
						2401524	400.00
						2402005	400.00
						2402105	500.00
						2402106	500.00
		801423	Davis*****			2403782	537.50
						2403168	900.00
		805046	Gusti*****orney PLLC			2403169	900.00
						2300632-	100.00
		2402107	1,075.00				
		92302	Turnb*****PLLC			1700443	1,862.50
		96232	Meece*****			2300478	1,000.00
2300479	218.75						
2300719	218.75						
2302044	218.75						
2303374	218.75						
01000-11010000-72209000-00000-0000-000000	General Fund-Court Support \- Criminal-Court Appointed Interpreter-No Value-No Value-No Value	802262	Harwe*****and Translation LLC		5984	67.00	
01000-11010000-72660000-00000-0000-000000	General Fund-Court Support \- Criminal-Psychiatric Services-No Value-No Value-No Value	102801	Corre*****tation Services LLC		22-03640-CRF-361	5,000.00	
01000-11020000-71040000-00000-0000-000000	General Fund-Court Support \- Civil-Contract Placement \- Secure-No Value-No Value-No Value	92749	Victo*****		91132024	24,250.00	
01000-11020000-71041000-00000-0000-000000	General Fund-Court Support \- Civil-Contract Placement \- Non\ -Secure-No Value-No Value-No Value	101265	Shore*****		Sep-24	7,500.00	
		101343	Roy M*****atives Inc		16522SEPT24	5,770.32	
01000-11022720-72110000-00000-1001-000000	General Fund-Court Support \- Child Protective Svc \- 272nd-Attorney Fees-No Value-Custodial Parents-No Value	101281	McKer*****		21000519-101024,530	530.00	
					23001829-101024,150	150.00	
					23002492-101024,80	80.00	
		102621	Law O*****Medina PLLC			21000066-101024,130	65.00
						21000066-101024,340	170.00
						21000519-101024,80	26.67
						22002062-101024,100	33.33
						22002062-101024,220	73.33
						23000534-101324,40	20.00
						23000815-101024,270	270.00
23001962-101024,270	135.00						

Account	Account Description	Supplier Number	Party Name	Identifying PO	Invoice Number	Invoice Line Amount	
01000-11022720-72110000-00000-1001-000000	General Fund-Court Support \- Child Protective Svc \- 272nd-Attorney Fees-No Value-Custodial Parents-No Value	102621	Law O*****Medina PLLC		23002492-101024,430	215.00	
		97354	Lockh*****		23002492-101024,580	580.00	
01000-11022720-72110000-00000-1002-000000	General Fund-Court Support \- Child Protective Svc \- 272nd-Attorney Fees-No Value-Non Custodial Parents-No Value	101281	McKer*****		22000079-101024,210	210.00	
					23001263-101024,460	460.00	
		102621	Law O*****Medina PLLC			21000519-101024,80	26.67
						22002062-101024,100	33.33
						22002062-101024,220	73.33
						23000534-101324,40	20.00
						23001962-101024,270	135.00
		23002492-101024,430	215.00				
01000-11022720-72110000-00000-1005-000000	General Fund-Court Support \- Child Protective Svc \- 272nd-Attorney Fees-No Value-Children-No Value	101281	McKer*****		22000833-101024,130	130.00	
					22001352-101024,70	70.00	
		102621	Law O*****Medina PLLC			21000066-101024,130	65.00
						21000066-101024,340	170.00
						21000519-101024,80	26.66
						22002062-101024,100	33.34
		22002062-101024,220	73.34				
01000-11023610-72110000-00000-1001-000000	General Fund-Court Support \- Child Protective Svc \- 361st-Attorney Fees-No Value-Custodial Parents-No Value	101281	McKer*****		23002129-101024,880	880.00	
		101406	Law O*****e J Latray		23001559-101024,1880	1,880.00	
		102621	Law O*****Medina PLLC			22002756-101024,140	70.00
						22002756-101024,40	20.00
		97354	Lockh*****		23002144,101024,840	840.00	
01000-11023610-72110000-00000-1002-000000	General Fund-Court Support \- Child Protective Svc \- 361st-Attorney Fees-No Value-Non Custodial Parents-No Value	102621	Law O*****Medina PLLC		22002756-101024,140	70.00	
					22002756-101024,40	20.00	
01000-11023610-72110000-00000-1005-000000	General Fund-Court Support \- Child Protective Svc \- 361st-Attorney Fees-No Value-Children-No Value	101281	McKer*****		22003213-101024,310	310.00	
		97403	Naeem*****		22002362-101024,270	270.00	
					22002756-101024,590	590.00	
01000-11028500-72110000-00000-1001-000000	General Fund-Court Support \- Child Protective Svc \- 85th-Attorney Fees-No Value-Custodial Parents-No Value	101281	McKer*****		22002974-101024,90	90.00	
						23000546-101024,300	150.00
						23002403-101024,710	710.00
		102621	Law O*****Medina PLLC		23001600-101024,300	150.00	
		97354	Lockh*****		22003030-101024,460	460.00	
01000-11028500-72110000-00000-1002-000000	General Fund-Court Support \- Child Protective Svc \- 85th-Attorney Fees-No Value-Non Custodial Parents-No Value	102621	Law O*****Medina PLLC		23001600-101024,300	150.00	
01000-11028500-72110000-00000-1005-000000	General Fund-Court Support \- Child Protective Svc \- 85th-Attorney Fees-No Value-Children-No Value	101281	McKer*****		23000546-101024,300	150.00	
		96841	Cline*****		20001390-101024,70	70.00	
					23002403-101024,140	140.00	
		97403	Naeem*****		23002491-101024,150	150.00	
01000-11050000-72201000-00000-0000-000000	General Fund-Court Support \- Guardianship-Court Appointed	102951	Osbor*****t, Knisely & Stanton LLP		873g-0827	4,500.00	

Account	Account Description	Supplier Number	Party Name	Identifying PO	Invoice Number	Invoice Line Amount
	Attorneys \- County Court at Law #1- No Value-No Value-No Value					
01000-11100000-61750000-00000-0000-000000	General Fund-Fleet Shop \- Light Equipment \- Administration- Telephone/Data \- Cellular-No Value- No Value-No Value	11846	AT&T *****	240000096	287313012124x10082024	81.18
01000-11100000-65850000-00000-0000-000000	General Fund-Fleet Shop \- Light Equipment \- Administration-Tires-No Value-No Value-No Value	10804	The G*****ubber Company	250000463	224-1032118	548.00
01000-11100000-65950000-00000-0000-000000	General Fund-Fleet Shop \- Light Equipment \- Administration-Vehicle Maintenance-No Value-No Value-No Value	10090	Sterl*****	250000019	5274253	305.26
					5274313	493.51
		101274	AutoZ*****	250000017	03966695033	133.83
					03966695035	56.04
		102326	BDS T***** LP	250000066	59738	95.00
		11682	Napa *****	250000020	328794	431.42
		21268	Brazo*****	250000013	235958-24	7.50
					237619-25	7.50
					B31821-25	7.50
		3354	O'Rei*****	250000027	2016-263982	96.77
					2016-264001	90.07
					2016-264181	90.07
					2016-264333	19.78
					2016-264437	50.18
2016-264783	444.10					
95889	Inspe*****	250000014	10893	7.00		
			10928	7.00		
95971	RV St*****	250000458	540459	30.82		
96665	Colle*****Lincoln LLC	250000022	414105	104.54		
			414200	355.55		
01000-11200200-60600000-00000-0000-000000	General Fund-Collections \- Administration-Office Supplies-No Value-No Value-No Value	9728	Wilto*****Ltd	250000523	371661	279.28
					371661.1	27.92
					371661.2	9.60
01000-11200200-61750000-00000-0000-000000	General Fund-Collections \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	240000409	287310378000x10082024	43.24
01000-11210020-60500000-00000-0000-000000	General Fund-Elections Administrator- Equipment & I.T. Enhancement-No Value-No Value-No Value	94806	Perry*****	250000601	IN-1560859	633.90
01000-11210020-61010000-00000-0000-000000	General Fund-Elections Administrator- Advertising \- Legal Notices-No Value- No Value-No Value	100417	KXXV/*****	240004649	1320027-1	360.00
01000-11210020-61280000-00000-0000-000000	General Fund-Elections Administrator- Dues-No Value-No Value-No Value	96868	Texas*****County Elections Officials	250000766	1637	150.00
				250000768	1448	100.00
01000-11210020-61500000-00000-0000-000000	General Fund-Elections Administrator- Printing-No Value-No Value-No Value	1229	Alpha*****	250000533	67685	456.83

Account	Account Description	Supplier Number	Party Name	Identifying PO	Invoice Number	Invoice Line Amount
01000-11210020-61750000-00000-0000-000000	General Fund-Elections Administrator-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	240000449	287310419224X10082024	165.40
01000-11210020-65540000-00000-0000-000000	General Fund-Elections Administrator-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas*****ons Inc	240000413	INV931976	40.00
01000-11210026-60211000-00000-0000-000000	General Fund-Elections Administrator \- Non Capital-Software \- No Tag-No Value-No Value-No Value	97601	Know *****	240004270	17912	25,840.00
01000-12000100-65320000-00000-0000-000000	General Fund-County Treasurer \- Administration-Equipment Maintenance-No Value-No Value-No Value	10208	Autom*****stems	250000364	31205	282.00
01000-12500100-60600000-00000-0000-000000	General Fund-Risk Management \- Administration-Office Supplies-No Value-No Value-No Value	9728	Wilto*****Ltd	250000728	371752	43.60
01000-12500100-61750000-00000-0000-000000	General Fund-Risk Management \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	240000414	287310455953X10082024	78.66
01000-12500100-65010000-00000-0000-000000	General Fund-Risk Management \- Administration-Accidents & Claims-No Value-No Value-No Value	152	Acme *****c	240004753	I103386	439.32
		73	Musta*****	240003869	PART6644565	220.50
01000-13000100-60170000-00000-0000-000000	General Fund-Tax Assessor \- Collector \- Administration-Copier/Printer/Fax Supplies-No Value-No Value-No Value	9728	Wilto*****Ltd	250000569	371685	1,385.17
01000-13000100-60600000-00000-0000-000000	General Fund-Tax Assessor \- Collector \- Administration-Office Supplies-No Value-No Value-No Value	9728	Wilto*****Ltd	250000787	371801	269.35
01000-13000100-61060000-00000-0000-000000	General Fund-Tax Assessor \- Collector \- Administration-Bonds-No Value-No Value-No Value	90208	CNA S*****	250000694	69795648FY25	920.00
01000-13000100-61500000-00000-0000-000000	General Fund-Tax Assessor \- Collector \- Administration-Printing-No Value-No Value-No Value	1229	Alpha*****	250000185	67624	128.25
01000-13000100-61750000-00000-0000-000000	General Fund-Tax Assessor \- Collector \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	240000089	287310452452X10082024	62.82
01000-14000006-61750000-00000-0000-000000	General Fund-Information Technology \- Non Capital-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	240000037	287281474743X10082024	2,752.10
01000-14000006-65540000-00000-0000-000000	General Fund-Information Technology \- Non Capital-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	9794	CDW G*****	250000107	AA8WH3T	290.94
01000-14000006-65550000-00000-0000-000000	General Fund-Information Technology \- Non Capital-Radio Maintenance-No Value-No Value-No Value	95528	Bearc*****	250000532	5798569	1,229.28
01000-14000006-71020000-00000-0000-000000	General Fund-Information Technology \- Non Capital-Computer Contracts-No Value-No Value-No Value	102754	Silk*****	250000655	INV-0341*	5,763.20
		11978	SHI G*****ons Inc	250000415	GB00541068	6,000.00

Account	Account Description	Supplier Number	Party Name	Identifying PO	Invoice Number	Invoice Line Amount
01000-14000100-61750000-00000-0000-000000	General Fund-Information Technology \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	240000033	287310447362X10082024	994.52
01000-14000100-61880000-00000-0000-000000	General Fund-Information Technology \- Administration-Utilities Expenditure-No Value-No Value-No Value	60	Atmos*****	240000578	3036561728 0924	87.67
01000-15000100-60350000-00000-0000-000000	General Fund-Human Resources \- Administration-Food and Food Supplements-No Value-No Value-No Value	16490	Wal-M*****c	240004983	TR# 08024	442.98
				250000718	TR# 09230	440.93
01000-15000100-60500000-00000-0000-000000	General Fund-Human Resources \- Administration-Equipment & I.T. Enhancement-No Value-No Value-No Value	9728	Wilto*****Ltd	250000360	371602	11.42
01000-15000100-60600000-00000-0000-000000	General Fund-Human Resources \- Administration-Office Supplies-No Value-No Value-No Value	9728	Wilto*****Ltd	250000360	371602	222.18
01000-15000100-61240000-00000-0000-000000	General Fund-Human Resources \- Administration-Drug Testing-No Value-No Value-No Value	97285	Any T*****	240000316	9625	360.00
01000-15000100-61750000-00000-0000-000000	General Fund-Human Resources \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	240000322	287310447196X10082024	297.64
01000-16000100-65540000-00000-0000-000000	General Fund-County Auditor \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas*****ons Inc	240000413	INV931976	3.67
01000-16500006-71025000-00000-0000-000000	General Fund-Purchasing Administration \- Non Capital-Contract Services-No Value-No Value-No Value	101967	Burdi*****LC	240001962	141743	16,300.50
01000-17000006-71025000-00000-0000-000000	General Fund-Facility Services \- Non Capital-Contract Services-No Value-No Value-No Value	3731	Kone *****	240002820	1158806363	168,500.00
01000-17000100-60440000-00000-0000-000000	General Fund-Facilities Services \- Administration-Janitorial Supplies-No Value-No Value-No Value	91161	Prost*****	250000030	S1228321.001	224.40
		94806	Perry*****	250000366	IN-1560683	4,841.82
01000-17000100-60600000-00000-0000-000000	General Fund-Facilities Services \- Administration-Office Supplies-No Value-No Value-No Value	94806	Perry*****	250000720	IN-1560941	126.91
01000-17000100-61750000-00000-0000-000000	General Fund-Facilities Services \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	240000121	287310436888X10082024	404.67
01000-17000100-61880000-00000-0000-000000	General Fund-Facilities Services \- Administration-Utilities Expenditure-No Value-No Value-No Value	96844	Front*****ns of Texas	250000646	979-197-0407-073123-5 1024	516.11
01000-17000100-65050000-00000-0000-000000	General Fund-Facilities Services \- Administration-Building Maintenance-No Value-No Value-No Value	102306	JDS I*****	250000580	11857922	297.50
		11869	Lowes*****	250000143	986297	33.81
01000-17000100-65051000-00000-0000-000000	General Fund-Facilities Services \- Administration-Air Conditioning/Heating Maintenance-No Value-No Value-No Value	21688	Carri*****C	250000304	13171611-00	1,308.66
		321	Johns*****	250000077	10432426	53.86

Account	Account Description	Supplier Number	Party Name	Identifying PO	Invoice Number	Invoice Line Amount
01000-17000100-65052000-00000-0000-000000	General Fund-Facilities Services \- Administration-Carpentry & Building Repair-No Value-No Value-No Value	11869	Lowes*****	250000110	994042	14.69
01000-17000100-65053000-00000-0000-000000	General Fund-Facilities Services \- Administration-Electrical System Maintenance-No Value-No Value-No Value	262	Deale*****ply	250000181	S101342004.001	213.71
01000-17000100-65056000-00000-0000-000000	General Fund-Facilities Services \- Administration-Plumbing Maintenance-No Value-No Value-No Value	11869	Lowes*****	250000112	972137	501.78
		92196	Fergu*****Inc	250000060	1127347	229.11
		93501	Marks*****	250000444	INV002178302	7,281.70
01000-17000100-71206700-00000-0000-000000	General Fund-Facilities Services \- Administration-HVAC Control Contract-No Value-No Value-No Value	100341	Globa*****gy Inc	250000009	129886	515.00
01000-17000100-71512000-00000-0000-000000	General Fund-Facilities Services \- Administration-Rental \- Uniforms-No Value-No Value-No Value	19837	Unifi*****	250000036	2960103648	14.28
					2960103649	113.23
					2960103650	10.96
					2960103651	9.67
01000-17000200-65400000-00000-0000-000000	General Fund-Landscaping-Grounds Maintenance-No Value-No Value-No Value	392	Produ***** Association	250000303	2740499	66.95
01000-17000200-71512000-00000-0000-000000	General Fund-Landscaping-Rental \- Uniforms-No Value-No Value-No Value	19837	Unifi*****	250000036	2960103649	8.58
01000-18000100-60600000-00000-0000-000000	General Fund-County Attorney \- Administration-Office Supplies-No Value-No Value-No Value	7800	Award*****	250000697	52077	50.00
		9728	Wilto*****Ltd	250000515	371658	220.13
				250000727	371753	17.00
01000-18000100-61060000-00000-0000-000000	General Fund-County Attorney \- Administration-Bonds-No Value-No Value-No Value	161	Anco *****es of Bryan/College Station Inc	250000686	32231	71.00
01000-18000100-61620000-00000-0000-000000	General Fund-County Attorney \- Administration-Subscriptions & Publications-No Value-No Value-No Value	3745	Texas*****ty Attorneys Association	250000512	63930	45.00
01000-18000100-61750000-00000-0000-000000	General Fund-County Attorney \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	240000736	287310413943X10082024	773.28
01000-18000100-61970000-00000-0000-000000	General Fund-County Attorney \- Administration-Witness Reimbursement-No Value-No Value-No Value	96870	Best *****BCS	240003959	363897	114.59
01000-19000100-60211000-00000-0000-000000	General Fund-District Attorney \- Administration-Software \- No Tag-No Value-No Value-No Value	11978	SHI G*****ons Inc	240004479	GB00535180	279.02
				240004697	GB00538031	259.09
01000-19000100-61210000-00000-0000-000000	General Fund-District Attorney \- Administration-Court Costs-No Value-No Value-No Value	101738	Kitte*****	240003128	0006076	545.00
01000-19000100-61620000-00000-0000-000000	General Fund-District Attorney \- Administration-Subscriptions & Publications-No Value-No Value-No Value	3187	West *****ration	240000680	850849493	664.20
				250000566	580911452	520.63
					850911451	5.42

Account	Account Description	Supplier Number	Party Name	Identifying PO	Invoice Number	Invoice Line Amount
01000-19000100-61750000-00000-0000-000000	General Fund-District Attorney \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	240000654	287310417686X10082024	1,365.93
01000-19000100-61801000-00000-0000-000000	General Fund-District Attorney \- Administration-Travel-No Value-No Value-No Value	Employee	Kara *****		TRVL000271802690	999.34
01000-19000100-65540000-00000-0000-000000	General Fund-District Attorney \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas*****ons Inc	240000413	INV931976	25.00
01000-19010000-61210000-00000-0000-000000	General Fund-District Attorney \- Child Protective Services-Court Costs-No Value-No Value-No Value	9756	Dispu*****nter - Brazos Valley		210032	250.00
01000-20000100-65540000-00000-0000-000000	General Fund-District Clerk \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas*****ons Inc	240000413	INV931976	20.00
01000-21000100-60500000-00000-0000-000000	General Fund-County Clerk \- Administration-Equipment & I.T. Enhancement-No Value-No Value-No Value	11497	South*****ehouse	250000489	INV00822154 INV00822495	17.41 1,125.87
01000-21000100-60600000-00000-0000-000000	General Fund-County Clerk \- Administration-Office Supplies-No Value-No Value-No Value	94806	Perry*****	250000781	IN-1561180	266.03
01000-21000100-61750000-00000-0000-000000	General Fund-County Clerk \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	240000716	287310415086X100824	125.55
01000-22000100-61750000-00000-0000-000000	General Fund-85th District Court \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	240000472	287310367730X10082024-2	162.88
01000-22000100-61900000-00000-0000-000000	General Fund-85th District Court \- Administration-Visiting Court Reporters-No Value-No Value-No Value	100469	Raine*****		789	450.00
01000-22100100-61750000-00000-0000-000000	General Fund-272nd District Court \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	240000777	287310201184X10082024	142.04
01000-22200100-61490000-00000-0000-000000	General Fund-361st District Court \- Administration-Petit Jury Expense-No Value-No Value-No Value	95512	Longh*****house Inc	250000583	Check # 4	259.63
01000-22200100-61750000-00000-0000-000000	General Fund-361st District Court \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	240000493	287310205841X10082024	171.04
01000-22800100-61110000-00000-0000-000000	General Fund-Family Associate Court - Administration-Conference & Seminar Fees-No Value-No Value-No Value	100665	Texas*****Judiciary	250000794	17889	75.00
01000-22800100-61750000-00000-0000-000000	General Fund-Family Associate Court - Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	240001215	287310375535X10082024	81.44
01000-23000300-61900000-00000-0000-000000	General Fund-County Court at Law #1 \- Staff Support-Visiting Court	102391	Cooks*****		101124	594.06

Account	Account Description	Supplier Number	Party Name	Identifying PO	Invoice Number	Invoice Line Amount
	Reporters-No Value-No Value-No Value					
01000-24101100-60170000-00000-0000-000000	General Fund-Justice of Peace \- Precinct 1 \- Administration-Copier/Printer/Fax Supplies-No Value-No Value-No Value	94806	Perry*****	250000613	1560690	156.20
01000-24101100-60600000-00000-0000-000000	General Fund-Justice of Peace \- Precinct 1 \- Administration-Office Supplies-No Value-No Value-No Value	94806	Perry*****	250000613	1560690	222.74
01000-24201100-61750000-00000-0000-000000	General Fund-Justice of Peace \- Precinct 2 \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	240000911	287310453896X10082024	43.24
01000-24301100-61060000-00000-0000-000000	General Fund-Justice of Peace \- Precinct 3 \- Administration-Bonds-No Value-No Value-No Value	8494	Old R*****roup		A150003091.1	50.00
01000-24301100-61500000-00000-0000-000000	General Fund-Justice of Peace \- Precinct 3 \- Administration-Printing-No Value-No Value-No Value	1229	Alpha*****	240005015	67474	54.75
01000-24301100-61880000-00000-0000-000000	General Fund-Justice of Peace \- Precinct 3 \- Administration-Utilities Expenditure-No Value-No Value-No Value	7490	Colle*****ties	240000550	1363371733 0924	495.21
01000-24301100-65540000-00000-0000-000000	General Fund-Justice of Peace \- Precinct 3 \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas*****ons Inc	240000413	INV931976	10.00
01000-24401100-61750000-00000-0000-000000	General Fund-Justice of Peace \- Precinct 4 \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	240000749	287310455307X10082024	113.70
01000-26001000-65540000-00000-0000-000000	General Fund-Community Supervision \- Support-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas*****ons Inc	240000413	INV931976	10.00
01000-28000100-61750000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	240000273	287296987280X10082024	2,505.53
01000-28000100-61880000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Utilities Expenditure-No Value-No Value-No Value	60	Atmos*****	240000576	3036538772 0924	949.92
01000-28000100-65320000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Equipment Maintenance-No Value-No Value-No Value	459	Texas*****of Bryan Inc	240004521	29270	400.00
01000-28000100-71020000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Computer Contracts-No Value-No Value-No Value	3187	West *****ration	240002245	850835747	1,579.14
01000-28000100-71502000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Rental \- Facility-No Value-No Value-No Value	10336	Texas***** Extension Service		EH7310539	140.00
01000-28002000-60080000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Clothing/Uniforms-No	7800	Award*****	250000271	52056	19.50

Account	Account Description	Supplier Number	Party Name	Identifying PO	Invoice Number	Invoice Line Amount
01000-28002000-60080000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Clothing/Uniforms-No Value-No Value-No Value	93357	Galls*****	240001875	028448483	224.00
01000-28002000-60500000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Equipment & I.T. Enhancement-No Value-No Value-No Value	93424	ULINE*****	240004715	182516011	791.69
					182740147	(670.00)
					182921611	121.69
01000-28002000-61750000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	240001241	287296987002X10082024	1,380.57
				240001242	287296987189X10082024	78.66
01000-28002000-61801000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Travel-No Value-No Value-No Value	Employee	Conni***** Regin*****		TRVL000266905249	856.15
					TRVL000274568174	1,022.00
01000-28002000-61880000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Utilities Expenditure-No Value-No Value-No Value	60	Atmos*****	240000564	3031184387 0924	2,491.33
				240000585	3031184127 0924	2,446.76
01000-28002000-65320000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Equipment Maintenance-No Value-No Value-No Value	91161	Prost*****	240005016	S1227739.002	60.00
01000-28002000-65350000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Gasoline Expenditure-No Value-No Value-No Value	11246	Exxon*****	250000263	100258162 Jail	266.36
01000-28002000-72590000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Professional Fees \- Other-No Value-No Value-No Value	19957	Langu*****s	240000195	11409743	11.18
01000-28003000-61395000-00000-0000-000000	General Fund-Jail Medical Services-Inmate \- Health Care-No Value-No Value-No Value	93814	Henry*****	240000180	14986963	47.68
					15021900	64.75
					15159328 split 2	702.55
					15159330	118.70
					15205254	49.76
				240003295	15311746	1,173.50
					15159328 split 1	2,443.72
					15096519	1,005.32
					23186496	(49.76)
					15202050	584.64
250000268	15558752	86.28				
	16056246	194.39				
	16063906	88.04				
01000-28003000-72270000-00000-0000-000000	General Fund-Jail Medical Services-Dental Services-No Value-No Value-No Value	92883	Dentr***** PC Inc	250000272	BZTX019314	1,765.00
01000-28004000-61750000-00000-0000-000000	General Fund-Sheriff Office \- CSISD School Security-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	240000276	287296987482X10082024	359.01
01000-30101100-61750000-00000-0000-000000	General Fund-Constable Precinct 1 \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	240000051	287296986769x10082024	196.65
01000-30201100-60600000-00000-0000-000000	General Fund-Constable Precinct 2 \-	93357	Galls*****	250000226	029260600	105.60

Account	Account Description	Supplier Number	Party Name	Identifying PO	Invoice Number	Invoice Line Amount		
01000-30201100-60600000-00000-0000-000000	General Fund-Constable Precinct 2 \- Administration-Office Supplies-No Value-No Value-No Value	93357	Galls*****	250000226	029314302	89.50		
01000-30201100-65150000-00000-0000-000000	General Fund-Constable Precinct 2 \- Administration-Computer Maintenance-No Value-No Value-No Value	95710	Tyler*****c	250000650	130-150881	215.65		
01000-30301100-61280000-00000-0000-000000	General Fund-Constable Precinct 3 \- Administration-Dues-No Value-No Value-No Value	97373	Texas*****tion	250000760	101624	50.00		
01000-30301100-61750000-00000-0000-000000	General Fund-Constable Precinct 3 \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	240000707	28729686923X082024	199.17		
					287296986923X10082024	199.17		
01000-30301100-61880000-00000-0000-000000	General Fund-Constable Precinct 3 \- Administration-Utilities Expenditure-No Value-No Value-No Value	7490	Colle*****ties	240000550	1363371733 0924	495.20		
01000-30401100-60600000-00000-0000-000000	General Fund-Constable Precinct 4 \- Administration-Office Supplies-No Value-No Value-No Value	9728	Wilto*****Ltd	250000518	371670	188.61		
01000-30401100-61750000-00000-0000-000000	General Fund-Constable Precinct 4 \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	240000658	287310412028X10082024	318.96		
01000-31000100-60600000-00000-0000-000000	General Fund-Juvenile Services \- Administration Probation-Office Supplies-No Value-No Value-No Value	9728	Wilto*****Ltd	250000687	371730	324.35		
					371730.1	239.55		
01000-31000100-61465000-00000-0000-000000	General Fund-Juvenile Services \- Administration Probation-Polygraph Tests-No Value-No Value-No Value	101226	Texas*****ces	250000161	10052024J	1,100.00		
01000-31000100-61470000-00000-0000-000000	General Fund-Juvenile Services \- Administration Probation- Prescriptions-No Value-No Value-No Value	92749	Victo*****		91132024	36.68		
					97342	TCSI *****	19337-1	67.50
							19338-1	45.76
01000-31000100-61500000-00000-0000-000000	General Fund-Juvenile Services \- Administration Probation-Printing-No Value-No Value-No Value	1229	Alpha*****	250000511	67679	55.00		
01000-31000100-61750000-00000-0000-000000	General Fund-Juvenile Services \- Administration Probation- Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	240004763	287310448782X10082024	1,038.96		
01000-31000100-65350000-00000-0000-000000	General Fund-Juvenile Services \- Administration Probation-Gasoline Expenditure-No Value-No Value-No Value	11246	Exxon*****	240004781	100258162	28.25		
01000-31000100-72440000-00000-0000-000000	General Fund-Juvenile Services \- Administration Probation-Lab & X\-Ray-No Value-No Value-No Value	92749	Victo*****		91132024	58.00		
01000-31000100-72540000-00000-0000-000000	General Fund-Juvenile Services \- Administration Probation-Physician Services-No Value-No Value-No Value	97342	TCSI *****		19337-1	125.00		
01000-31000100-72660000-00000-0000-000000	General Fund-Juvenile Services \- Administration Probation-Psychiatric Services-No Value-No Value-No Value	92749	Victo*****		91132024	550.00		

Account	Account Description	Supplier Number	Party Name	Identifying PO	Invoice Number	Invoice Line Amount		
01000-31000220-60350000-00000-0000-000000	General Fund-Juvenile Services \- Detention-Food and Food Supplements-No Value-No Value-No Value	101854	Hilan*****mpany LLC	250000018	0541014249021592	342.50		
		102244	Broth*****	250000199	00049520	368.70		
		96917	Gordo*****nc	250000031	9015101421	2,164.09		
01000-31000220-60600000-00000-0000-000000	General Fund-Juvenile Services \- Detention-Office Supplies-No Value-No Value-No Value	9728	Wilto*****Ltd	250000688	371731	127.76		
				250000689	371732	10.54		
01000-31000220-61470000-00000-0000-000000	General Fund-Juvenile Services \- Detention-Prescriptions-No Value-No Value-No Value	102148	Polar*****ices of Warrington LLC	240004770	09-959-24	178.14		
01000-31000220-72590000-00000-0000-000000	General Fund-Juvenile Services \- Detention-Professional Fees \- Other-No Value-No Value-No Value	19957	Langu*****s	240004778	11408771	45.24		
01000-31000330-60600000-00000-0000-000000	General Fund-Academy \- Community Based-Office Supplies-No Value-No Value-No Value	9728	Wilto*****Ltd	250000689	371732	26.35		
01000-34000100-61470900-00000-0000-000000	General Fund-Indigent Health Care \- Administration-Prescriptions \- Jail-No Value-No Value-No Value	102148	Polar*****ices of Warrington LLC		08-957-24	88,539.84		
01000-340520-61750000-00000-0000-000000	General Fund-American Rescue Plan Revenue Replacement \- R U OK Program-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	240000209	287333276645X09082024	41.48		
					287333276645X10082024	41.48		
01000-35500100-61750000-00000-0000-000000	General Fund-Emergency Management \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	240000378	287310419907X10082024	99.29		
01000-36000100-60440000-00000-0000-000000	General Fund-Exposition Center \- Administration-Janitorial Supplies-No Value-No Value-No Value	94806	Perry*****	250000713	1561101	3,362.81		
					1561177	267.00		
01000-36000100-61801000-00000-0000-000000	General Fund-Exposition Center \- Administration-Travel-No Value-No Value-No Value	Employee	Jaime*****		TRVL000274432803	37.59		
01000-36000100-65050000-00000-0000-000000	General Fund-Exposition Center \- Administration-Building Maintenance-No Value-No Value-No Value	95001	Sherw*****nc	250000733	4509-7	134.90		
01000-36000100-65320000-00000-0000-000000	General Fund-Exposition Center \- Administration-Equipment Maintenance-No Value-No Value-No Value	94806	Perry*****	250000772	1560334	3,304.40		
				97037	WRI O*****	240003408	120983A	865.58
						240005013	120983B	174.45
01000-36000100-65400000-00000-0000-000000	General Fund-Exposition Center \- Administration-Grounds Maintenance-No Value-No Value-No Value	11869	Lowes*****	250000665	988137	20.18		
01000-36000100-71030000-00000-0000-000000	General Fund-Exposition Center \- Administration-Employment Services-No Value-No Value-No Value	94803	Expre*****	250000527	31443796	2,882.46		
01000-36500100-60440000-00000-0000-000000	General Fund-Brazos Center \- Administration-Janitorial Supplies-No Value-No Value-No Value	94806	Perry*****	250000530	IN-1560387	96.38		
01000-36500100-60600000-00000-0000-000000	General Fund-Brazos Center \- Administration-Office Supplies-No Value-No Value-No Value	94806	Perry*****	250000530	IN-1560387	91.90		
				250000769	IN-1561108	73.53		

Account	Account Description	Supplier Number	Party Name	Identifying PO	Invoice Number	Invoice Line Amount
01000-36500100-61750000-00000-0000-000000	General Fund-Brazos Center \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	240000267	287310375799x10082024	117.99
01000-36500100-61880000-00000-0000-000000	General Fund-Brazos Center \- Administration-Utilities Expenditure-No Value-No Value-No Value	20	Bryan*****	240000531	2033340 0924	24.96
				240000534	2031847 0924	42.25
				240000535	2031846 0924	7,716.97
				240000536	2031845 0924	76.39
				250000629	2031841 1024	793.54
				250000633	2031848 1024	152.51
01000-36500100-65050000-00000-0000-000000	General Fund-Brazos Center \- Administration-Building Maintenance-No Value-No Value-No Value	102120	Spect*****	250000710	12505484	427.00
01000-36500100-65320000-00000-0000-000000	General Fund-Brazos Center \- Administration-Equipment Maintenance-No Value-No Value-No Value	94806	Perry*****	240004883	IN-1561148	56.88
01000-37000100-60600000-00000-0000-000000	General Fund-County Agriculture Extension \- Administration-Office Supplies-No Value-No Value-No Value	9728	Wilto*****Ltd	250000729	371754.2	169.33
01000-37000100-61750000-00000-0000-000000	General Fund-County Agriculture Extension \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	240000325	287310413424x10082024	78.14
01000-37000100-61801000-00000-0000-000000	General Fund-County Agriculture Extension \- Administration-Travel-No Value-No Value-No Value	Employee	Matth*****		TRVL000275658170	150.08
					TRVL000275658180	1,671.43
01000-56000006-72030000-00000-0000-000000	General Fund-Road & Bridge \- Non Capital-Architectural Services-No Value-No Value-No Value	102615	Frees*****c	240003054	0001376533	12,410.63
01000-56001000-61880000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Utilities Expenditure-No Value-No Value-No Value	20	Bryan*****	240000561	2342538 0924	19.67
01000-56001000-65660000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Road and Bridge \- Field Supplies-No Value-No Value-No Value	11682	Napa *****	250000433	325950	113.04
				250000582	327178	503.76
		11869	Lowes*****	250000445	981811	300.12
01000-56001000-65670000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Road and Bridge \- Maintenance\-General-No Value-No Value-No Value	102380	BPI M*****	250000160	1024-21	4,393.71
01000-56001000-71020000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Computer Contracts-No Value-No Value-No Value	96484	Compu*****	250000168	10912	1,558.00
01000-56001000-71512000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Rental \- Uniforms-No Value-No Value-No Value	19837	Unifi*****	250000135	2960103645	169.33
01000-56001000-80715000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Roads \- Capital-No Value-No Value-No Value	101554	Dudle*****C	240001282	5444	8,092.00
		101555	Goodw*****	240003327	3614	5,484.00
01000-56002000-65320000-00000-0000-000000	General Fund-Fleet Shop \- Heavy Equipment-Equipment Maintenance-	102375	Scale*****	250000219	2444	310.00
		11682	Napa *****	250000093	327506	(6.78)

Account	Account Description	Supplier Number	Party Name	Identifying PO	Invoice Number	Invoice Line Amount	
01000-56002000-65320000-00000-0000-000000	General Fund-Fleet Shop \- Heavy Equipment-Equipment Maintenance-No Value-No Value-No Value	11682	Napa *****	250000093	327570	135.31	
					327849	31.90	
					328292	718.52	
					329163	33.84	
					329294	113.90	
					329432	(31.90)	
		329574	349.90				
		15561	Capit*****ce of Austin Inc	250000756	06044048	61.53	
		7002	Unite*****	250000079	13614572	271.58	
		73	Musta*****	250000092	PART6743408	430.84	
					PART6743409	30.05	
		90180	Perfo*****	240004217	S0051768141	(14.44)	
					250000065	S0052167651	54.63
S0052168861	10.94						
93681	Ikes *****C	250000069	587658	80.10			
96119	Bobca*****	250000083	31035887	107.99			
			31035889	(30.61)			
01000-56002000-65500000-00000-0000-000000	General Fund-Fleet Shop \- Heavy Equipment-Oil & Lubricants-No Value-No Value-No Value	96132	Kyris*****f Bryan	250000605	X303046273:01	792.00	
01000-56002000-65720000-00000-0000-000000	General Fund-Fleet Shop \- Heavy Equipment-Shop Supplies-No Value-No Value-No Value	11682	Napa *****	250000093	327201	159.80	
					328784	16.08	
97311	Kimba*****	250000552	102684269	246.75			
01000-56002000-65950000-00000-0000-000000	General Fund-Fleet Shop \- Heavy Equipment-Vehicle Maintenance-No Value-No Value-No Value	11682	Napa *****	250000093	328486	46.64	
					329574	160.99	
		96665	Colle*****Lincoln LLC	240002471	CM413418	(64.44)	
					250000129	413886	86.94
					413958	87.46	
414031	100.62						
CM413886	(86.94)						
01000-56002000-71512000-00000-0000-000000	General Fund-Fleet Shop \- Heavy Equipment-Rental \- Uniforms-No Value-No Value-No Value	19837	Unifi*****	250000062	2960104607	26.27	
01000-56005000-61880000-00000-0000-000000	General Fund-Environmental Protection-Utilities Expenditure-No Value-No Value-No Value	20	Bryan*****	240000512	2075791 0924	17.75	
				240000515	2075420 0924	22.68	
				240000558	2368566 0924	91.38	
15000-52000100-61620000-00000-0000-000000	Law Library Fund-Law Library Fund \- Administration-Subscriptions & Publications-No Value-No Value-No Value	91607	Lexis*****nder	250000362	42853826	536.89	
22000-51000100-61750000-00000-0000-000000	Courthouse Security Fund-Courthouse Security Fund-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	240000275	287296987381X10082024	39.33	
24000-24005100-61750000-00000-0000-000000	Justice of the Peace Technology Fund-JP Technology \- JP #1-	11846	AT&T *****	240001196	287310448376X10082024-1	43.24	

Account	Account Description	Supplier Number	Party Name	Identifying PO	Invoice Number	Invoice Line Amount
	Telephone/Data \- Cellular-No Value-No Value-No Value					
30000-272200-61401000-00000-0000-000000	Brazos County Grant Fund-Texas Indigent Defense Commission Grant-Interpreters-No Value-No Value-No Value	95313	USA C*****eters	250000751	2789	680.40
30000-272200-61750000-00000-0000-000000	Brazos County Grant Fund-Texas Indigent Defense Commission Grant-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	240001108	287325411390X10082024	313.08
30000-283700-61750000-00000-0000-000000	Brazos County Grant Fund-BV Human Trafficking Task Force Development-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	240000274	287296987280X10082024-1	81.18
30000-424500-71025000-00000-0000-000000	Brazos County Grant Fund-Safe Streets & Roads-Contract Services-No Value-No Value-No Value	102435	Kimle*****iates Inc	240001217	068941800-0824 068941800-0924	4,500.00 7,750.00
31000-116001-71025000-00000-0000-000000	American Rescue Plan Act-American Rescue Plan Act \- General Government-Contract Services-No Value-No Value-No Value	100997	Gary *****ciates Inc	230010919	10497	195,897.78
34000-19200100-60350000-00000-0000-000000	District Attorney Crime Fund-District Attorney Crime Fund \- Administration-Food and Food Supplements-No Value-No Value-No Value	16490 21412 9467	Wal-M*****c J Cod***** Jason*****	250000748 250000644 250000747	02934 14498 241015003080122	71.00 412.50 357.58
35000-21130000-61010000-00000-0000-000000	Primary Election Services Fund-Election Services-Advertising \- Legal Notices-No Value-No Value-No Value	8493 93391 96508	KBTX Bryan*****rporation KCEN-*****	240004643 240004645 240004650	3658623-1 8434-00002-0000 8434-00005-0000 8434-0004-0000 2960407-1	3,200.00 408.00 216.00 288.00 360.00
43200-63432100-80101008-00000-0000-000000	2020 Certificates of Obligation-Jail Kitchen Expansion-Building Renovation \- Jail-No Value-No Value-No Value	101932	Allen*****	240004347	45754	873.00
43200-63432600-80715000-00000-0000-000000	2020 Certificates of Obligation-Road Reconstruction-Roads \- Capital-No Value-No Value-No Value	101555	Goodw*****	240004101	3606	2,040.00
43230-63432304-71025000-00000-0000-000000	On System road Bond \- TXDOT-Inner Loop East-Contract Services-No Value-No Value-No Value	102497	Quidd*****LLC	240002126	ARIV11025920-7	355,422.13
43230-63432305-71025000-00000-0000-000000	On System road Bond \- TXDOT-RELLIS-Contract Services-No Value-No Value-No Value	102436	Binkl*****c	240001532	68069-9	162,654.37
43230-63432306-71025000-00000-0000-000000	On System road Bond \- TXDOT-Leonard Road-Contract Services-No Value-No Value-No Value	102445	RG Mi*****nc	240001312	98303-9	21,886.77
43230-63432311-71025000-00000-0000-000000	On System road Bond \- TXDOT-Harvey Road-Contract Services-No Value-No Value-No Value	102444	Lamb-***** LLC	240001313	B201692.01-11610-9	74,118.70
45000-63115000-80101000-00000-0000-000000	Capital Improvement Fund-Sanctuary Renovation-Building Improvements-No Value-No Value-No Value	101953	Plan *****ral Co	240001054	2226PN_09302024	7,392.37

Account	Account Description	Supplier Number	Party Name	Identifying PO	Invoice Number	Invoice Line Amount
45000-63151000-80101000-00000-0000-000000	Capital Improvement Fund-North Wing Renovation-Building Improvements-No Value-No Value-No Value	101953	Plan *****ral Co	240001054	2225PN_09302024	1,250.00
45000-63270000-80101000-00000-0000-000000	Capital Improvement Fund-County Administration Building-Building Improvements-No Value-No Value-No Value	101953	Plan *****ral Co	240001054	2402PN_09302024	7,285.29
50000-64005000-71112000-00000-0000-000000	Health and Life Insurance Fund-Group Insurance \- Administration-Medical Claims \- County-No Value-No Value-No Value	6313	Texas*****Counties		2177252024101100	176,651.49
50000-64005000-71113000-00000-0000-000000	Health and Life Insurance Fund-Group Insurance \- Administration-Dental Claims \- County-No Value-No Value-No Value	6313	Texas*****Counties		2177252024101100	14,323.28
50000-64005100-61620000-00000-0000-000000	Health and Life Insurance Fund-Health & Wellness Clinic-Subscriptions & Publications-No Value-No Value-No Value	97126	Athen*****	240000622	607314	974.25
91000-53000100-60620000-00000-0000-000000	Health \- County Health District-Health Department \- Administration-Postage & Shipping-No Value-No Value-No Value	95832	UPS S*****	250000346	61014	17.64
91000-53001000-60600000-00000-0000-000000	Health \- County Health District-Environmental Services Administration-Office Supplies-No Value-No Value-No Value	9728	Wilto*****Ltd	250000647	371717	224.19
91000-53001000-61801000-00000-0000-000000	Health \- County Health District-Environmental Services Administration-Travel-No Value-No Value-No Value	96713	TxTag		100088807159	7.50
91000-53003000-60380000-00000-0000-000000	Health \- County Health District-Lab Administration-Health Supplies-No Value-No Value-No Value	92898	Fishe*****pany LLC	250000138	5907995	34.65
91000-532000-61750000-00000-0000-000000	Health \- County Health District-IDCU/SUREB -Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	240003784	287310437018X09082024	123.30
97000-551100-69102000-00000-0000-000000	CSCD \- Community Supervision-Basic Supervision-Vehicle Maintenance\ -CSCD-No Value-No Value-No Value	95956	Diner*****	250000546	24- 1201127 - 10112024	87.55
Grand Total						1,817,940.98



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Budget Office

NUMBER:

DATE OF COURT MEETING: 10/22/2024

ITEM: Acknowledgement of the 2024-2025 Budget to Actuals by Fund as of October 16, 2024.
Acknowledgement of the 2024-2025 Contingency Budget to Actuals by Fund as of October 16, 2024.

TO: Commissioners Court

FROM: Nina Payne

DATE: 10/16/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
Budget to Actuals FY 2025.pdf	FY 2024-2025 Budget to Actuals by Fund as of 10/16/2024	Backup Material
FY 25 Contingency Budget to Actuals Fund.pdf	FY 2024-2025 Contingency Budget to Actuals by Fund as of 10/16/2024	Backup Material

Brazos County, Texas
FY 2024-2025 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund

Fund: 01000 General Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date	Percent Received
Taxes	119,608,263	128,821,594	139,852,629	36,173	0%
Charges for Services	14,373,002	13,659,845	13,624,275	6,269	0%
Interest Income	8,311,341	12,254,768	10,275,000	-	-
Other Revenue	1,265,902	2,751,970	1,086,700	3,634	0%
Reserves	-	0	101,741,160	-	-
Intergovernmental	8,218,468	794,334	857,002	246,375	29%
Other Financing Sources	215,777	181,452	210,000	-	-
Total Revenue	\$151,992,753	\$158,463,963	\$267,646,766	\$292,450	0%

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date	Percent Spent
Salaries and Wages	49,486,058	56,779,431	65,886,023	0	0%
Outside Labor Costs	104,348	177,763	163,000	-	-
Benefits	27,183,091	31,521,289	37,844,757	1,705,850	5%
Supplies and Other Charges	9,058,121	9,149,709	12,861,535	1,019,932	8%
Contingency	-	-	7,173,793	-	-
Repairs and Maintenance	4,532,190	9,660,745	21,788,638	48,494	0%
Contractual Services	9,372,616	7,961,253	10,745,147	392,782	4%
Professional Services	6,379,393	6,183,469	14,152,695	38,078	0%
Community Contracts	4,716,979	5,608,092	7,570,308	554,924	7%
Capital Outlay	7,260,102	9,621,703	12,168,102	(172,985)	(1)
Other Financing Uses	20,917,731	(157,651)	77,292,768	-	-
Total Expense	\$139,010,628	\$136,505,804	\$267,646,766	\$3,587,075	1%

Brazos County, Texas
FY 2024-2025 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund

Fund: 11000 Hotel Occupancy Tax Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date
Taxes	3,689,821	3,793,245	3,780,000	-
Interest Income	119,177	283,484	250,000	-
Other Revenue	1,500	2,750	-	-
Reserves	-	-	2,340,838	-
Other Financing Sources	246,080	-	-	-
Total Revenue	\$4,056,579	\$4,079,479	\$6,370,838	-

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date	Percent Spent
Salaries and Wages	84,744	74,731	170,364	0	0%
Benefits	41,481	36,266	76,620	710	1%
Supplies and Other Charges	30,866	32,748	139,175	-	-
Contingency	-	-	548,989	-	-
Repairs and Maintenance	-	-	2,502,500	-	-
Contractual Services	347,894	175,950	187,690	58,334	31%
Professional Services	24,960	5,300	5,500	-	-
Community Contracts	1,370,205	803,981	1,050,000	-	-
Capital Outlay	554,303	516,864	440,000	-	-
Other Financing Uses	-	1,250,000	1,250,000	-	-
Total Expense	\$2,454,451	\$2,895,840	\$6,370,838	\$59,044	1%

**Brazos County, Texas
 FY 2024-2025 Budget to Actuals -
 Revenue and Expenditure
 Categories Report by Fund**

Fund: 12000 State Lateral Road Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date	Percent Received
Interest Income	5,056	12,339	11,000	-	-
Reserves	-	-	244,000	-	-
Intergovernmental	30,347	29,508	29,000	29,502	102%
Total Revenue	\$35,403	\$41,847	\$284,000	\$29,502	10%

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date
Repairs and Maintenance	-	-	284,000	-
Total Expense	-	-	\$284,000	-

Brazos County, Texas
FY 2024-2025 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund

Fund: 13000 Unclaimed Property Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date
Interest Income	9,140	20,350	15,000	-
Reserves	-	-	94,000	-
Total Revenue	\$9,140	\$20,350	\$109,000	-

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date
Supplies and Other Charges	-	-	21,800	-
Contingency	-	-	87,200	-
Total Expense	-	-	\$109,000	-

**Brazos County, Texas
 FY 2024-2025 Budget to Actuals -
 Revenue and Expenditure
 Categories Report by Fund**

Fund: 15000 Law Library Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date
Charges for Services	164,116	105,074	95,000	-
Interest Income	1,942	7,168	5,000	-
Reserves	-	-	167,500	-
Total Revenue	\$166,057	\$112,242	\$267,500	-

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date
Supplies and Other Charges	62,593	65,385	267,500	-
Total Expense	\$62,593	\$65,385	\$267,500	-

Brazos County, Texas
FY 2024-2025 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund

Fund: 16000 Local Provider Participation
Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date	Percent Received
Taxes	31,728,216	40,008,694	38,000,000	28,047,962	74%
Interest Income	433,637	1,280,501	1,000,000	-	-
Other Revenue	397,231	487,494	480,000	318,276	66%
Reserves	-	-	23,000,000	-	-
Total Revenue	\$32,559,083	\$41,776,689	\$62,480,000	\$28,366,238	45%

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date
Supplies and Other Charges	134,246	-	-	-
Community Contracts	26,044,743	37,357,270	62,460,000	-
Other Financing Uses	20,000	20,000	20,000	-
Total Expense	\$26,198,989	\$37,377,270	\$62,480,000	-

**Brazos County, Texas
 FY 2024-2025 Budget to Actuals -
 Revenue and Expenditure
 Categories Report by Fund**

Fund: 18000 Law Enforcement Education
 Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date
Reserves	-	-	82,738	-
Intergovernmental	14,872	37,584	36,900	-
Total Revenue	\$14,872	\$37,584	\$119,638	-

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date
Supplies and Other Charges	12,741	25,911	119,638	-
Total Expense	\$12,741	\$25,911	\$119,638	-

Brazos County, Texas
FY 2024-2025 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund

Fund: 19000 Court Records Preservation
Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date
Charges for Services	623	410	400	-
Interest Income	15,192	32,766	30,000	-
Reserves	-	-	699,000	-
Total Revenue	\$15,815	\$33,176	\$729,400	-

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date
Supplies and Other Charges	-	-	30,400	-
Contractual Services	-	-	699,000	-
Total Expense	-	-	\$729,400	-

Brazos County, Texas
FY 2024-2025 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund

Fund: 20000 County Clerk Records Management Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date
Charges for Services	364,311	305,258	300,000	-
Interest Income	31,036	62,585	60,000	-
Reserves	-	-	1,268,000	-
Total Revenue	\$395,347	\$367,843	\$1,628,000	-

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date	Percent Spent
Salaries and Wages	104,059	123,892	134,033	0	0%
Benefits	56,889	62,532	84,743	1,410	2%
Supplies and Other Charges	725	17,345	8,500	-	-
Contingency	-	-	1,074,884	-	-
Repairs and Maintenance	-	-	500	-	-
Contractual Services	327,291	128,211	325,340	336	0%
Capital Outlay	-	22,822	-	-	-
Total Expense	\$488,964	\$354,802	\$1,628,000	\$1,746	0%

Brazos County, Texas
FY 2024-2025 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund

Fund: 20010 County Clerk Archival Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date
Charges for Services	290,550	280,855	275,000	-
Interest Income	30,786	66,414	66,000	-
Reserves	-	-	1,440,000	-
Total Revenue	\$321,336	\$347,269	\$1,781,000	-

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date
Contingency	-	-	1,206,000	-
Contractual Services	253,734	220,887	575,000	-
Total Expense	\$253,734	\$220,887	\$1,781,000	-

Brazos County, Texas
FY 2024-2025 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund

Fund: 22000 Courthouse Security Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date
Charges for Services	115,046	86,366	90,800	300
Interest Income	5,325	5,742	-	-
Reserves	-	-	161,000	-
Other Financing Sources	294,951	-	-	-
Total Revenue	\$415,322	\$92,108	\$251,800	\$300

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date	Percent Spent
Salaries and Wages	375,202	-	-	-	-
Benefits	155,455	0	-	-	-
Supplies and Other Charges	4,033	2,896	2,510	89	4%
Contingency	-	-	168,131	-	-
Repairs and Maintenance	13,633	4,633	20,000	-	-
Contractual Services	-	-	50,000	-	-
Community Contracts	1,011	1,062	1,159	-	-
Capital Outlay	-	6,263	10,000	-	-
Total Expense	\$549,334	\$14,855	\$251,800	\$89	0%

**Brazos County, Texas
 FY 2024-2025 Budget to Actuals -
 Revenue and Expenditure
 Categories Report by Fund**

Fund: 22010 Justice Court Security Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date
Charges for Services	33,424	35,820	34,800	-
Interest Income	4,523	11,283	11,000	-
Reserves	-	-	256,000	-
Total Revenue	\$37,947	\$47,102	\$301,800	-

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date
Repairs and Maintenance	-	-	64,800	-
Contractual Services	-	-	30,000	-
Professional Services	-	-	57,000	-
Capital Outlay	-	-	150,000	-
Total Expense	-	-	\$301,800	-

Brazos County, Texas
FY 2024-2025 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund

Fund: 23000 District Clerk Records
Management Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date
Charges for Services	84,461	122,183	120,000	-
Interest Income	5,326	12,521	12,000	-
Reserves	-	-	297,000	-
Total Revenue	\$89,788	\$134,704	\$429,000	-

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date	Percent Spent
Salaries and Wages	19,979	59,961	77,300	0	0%
Benefits	1,553	4,660	19,304	0	0%
Contractual Services	149,231	-	312,396	-	-
Professional Services	-	-	20,000	-	-
Total Expense	\$170,763	\$64,621	\$429,000	\$0	0%

**Brazos County, Texas
 FY 2024-2025 Budget to Actuals -
 Revenue and Expenditure
 Categories Report by Fund**

Fund: 23010 District Clerk Archival Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date
Charges for Services	595	320	200	-
Interest Income	131	67	65	-
Reserves	-	-	1,500	-
Total Revenue	\$726	\$387	\$1,765	-

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date
Salaries and Wages	18,345	-	-	-
Benefits	1,426	-	-	-
Professional Services	-	-	1,765	-
Total Expense	\$19,771	-	\$1,765	-

Brazos County, Texas
FY 2024-2025 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund

Fund: 24000 Justice of the Peace
 Technology Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date
Charges for Services	28,209	30,068	29,200	-
Interest Income	4,324	10,134	10,000	-
Reserves	-	-	82,000	-
Total Revenue	\$32,534	\$40,203	\$121,200	-

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date
Supplies and Other Charges	10,166	13,345	17,800	-
Contingency	-	-	97,200	-
Contractual Services	889	-	6,200	-
Capital Outlay	-	148,938	-	-
Total Expense	\$11,055	\$162,283	\$121,200	-

Brazos County, Texas
FY 2024-2025 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund

Fund: 24010 County and District Court
 Technology Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date
Charges for Services	10,059	7,613	8,400	-
Interest Income	2,647	6,107	6,000	-
Reserves	-	-	134,000	-
Total Revenue	\$12,706	\$13,719	\$148,400	-

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date
Supplies and Other Charges	-	-	148,400	-
Total Expense	-	-	\$148,400	-

Brazos County, Texas
FY 2024-2025 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund

Fund: 25000 Forfeiture Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date
Charges for Services	5,329	304	-	-
Interest Income	918	1,762	-	-
Reserves	-	-	37,827	-
Total Revenue	\$6,247	\$2,066	\$37,827	-

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date
Supplies and Other Charges	2,563	235	17,636	-
Contingency	-	-	20,191	-
Capital Outlay	5,133	-	-	-
Total Expense	\$7,696	\$235	\$37,827	-

Brazos County, Texas
FY 2024-2025 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund

Fund: 26000 District Attorney Hot Check
 Collections Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date	Percent Received
Interest Income	113	248	100	-	-
Other Revenue	150	75	150	75	50%
Reserves	-	-	5,300	-	-
Total Revenue	\$263	\$323	\$5,550	\$75	1%

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date
Contingency	-	-	5,550	-
Total Expense	-	-	\$5,550	-

Brazos County, Texas
FY 2024-2025 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund

Fund: 27000 Bail Bond Board Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date
Interest Income	2,428	5,353	5,000	-
Other Revenue	2,500	2,500	2,500	-
Reserves	-	-	114,000	-
Total Revenue	\$4,928	\$7,853	\$121,500	-

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date
Salaries and Wages	321	-	4,001	-
Benefits	113	-	1,011	-
Supplies and Other Charges	-	419	6,660	-
Contingency	-	-	109,828	-
Total Expense	\$433	\$419	\$121,500	-

**Brazos County, Texas
 FY 2024-2025 Budget to Actuals -
 Revenue and Expenditure
 Categories Report by Fund**

Fund: 28000 Voter Registration Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date
Intergovernmental	16,804	-	-	-
Total Revenue	\$16,804	-	-	-

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date
Supplies and Other Charges	1,071	-	-	-
Contractual Services	15,733	-	-	-
Total Expense	\$16,804	-	-	-

Brazos County, Texas
FY 2024-2025 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund

Fund: 29000 Vehicle Inventory Interest
Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date
Taxes	8,389	2,465	2,500	-
Interest Income	23,620	48,055	48,000	-
Reserves	-	-	378,266	-
Total Revenue	\$32,009	\$50,520	\$428,766	-

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date
Salaries and Wages	-	-	11,100	-
Benefits	-	-	2,805	-
Supplies and Other Charges	5,117	2,196	26,750	-
Contingency	-	-	357,611	-
Repairs and Maintenance	240	-	1,000	-
Contractual Services	-	-	2,000	-
Professional Services	-	-	7,500	-
Capital Outlay	-	-	20,000	-
Total Expense	\$5,357	\$2,196	\$428,766	-

Brazos County, Texas
FY 2024-2025 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund

Fund: 30000 Brazos County Grant Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date	Percent Received
Public Health Revenue	0	60,000	-	-	-
Other Revenue	32	-	-	-	-
Intergovernmental	2,603,804	3,675,037	4,261,239	1,767,523	41%
Other Financing Sources	336,489	(157,651)	1,148,482	-	-
Total Revenue	\$2,940,325	\$3,577,387	\$5,409,721	\$1,767,523	33%

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date	Percent Spent
Salaries and Wages	1,748,464	2,782,929	3,394,634	0	0%
Benefits	813,685	1,208,517	1,461,116	19,782	1%
Supplies and Other Charges	106,792	175,745	115,324	2,955	3%
Contingency	-	-	303,192	-	-
Repairs and Maintenance	5,186	3,517	4,900	-	-
Contractual Services	116,713	391,435	110,055	13,130	12%
Professional Services	-	2,500	2,500	-	-
Capital Outlay	158,206	375,021	18,000	-	-
Total Expense	\$2,949,047	\$4,939,664	\$5,409,721	\$35,867	1%

Brazos County, Texas
FY 2024-2025 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund

Fund: 31000 American Rescue Plan Act

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date
Intergovernmental	7,495,180	1,325,104	20,884,000	-
Other Financing Sources	-	-	15,784,000	-
Total Revenue	\$7,495,180	\$1,325,104	\$36,668,000	-

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date
Expenditures Budgeted in Excess of Actual	7,299,824	-	-	-
Supplies and Other Charges	-	(5,180)	-	-
Contractual Services	132,000	617,256	1,668,000	-
Capital Outlay	63,356	953,277	35,000,000	-
Total Expense	\$7,495,180	\$1,565,353	\$36,668,000	-

Brazos County, Texas
FY 2024-2025 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund

Fund: 32000 SB 22 2023 Rural Law
 Enforcement Salary Assistance Program

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date	Percent Received
Interest Income	-	23,704	-	-	-
Intergovernmental	-	1,050,000	1,050,000	1,050,000	100%
Total Revenue	-	\$1,073,704	\$1,050,000	\$1,050,000	100%

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date
Salaries and Wages	-	445,338	439,118	-
Benefits	-	110,083	110,880	-
Supplies and Other Charges	-	105,586	67,000	-
Contingency	-	-	2	-
Repairs and Maintenance	-	40,000	-	-
Contractual Services	-	-	100,000	-
Capital Outlay	-	346,174	333,000	-
Total Expense	-	\$1,047,180	\$1,050,000	-

**Brazos County, Texas
 FY 2024-2025 Budget to Actuals -
 Revenue and Expenditure
 Categories Report by Fund**

Fund: 33000 Sheriff's Office Crime Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date
Interest Income	1,599	4,179	4,300	-
Other Revenue	8,000	60	-	-
Reserves	-	-	116,311	-
Total Revenue	\$9,599	\$4,239	\$120,611	-

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date
Supplies and Other Charges	4,796	3,237	63,100	-
Contingency	-	-	23,511	-
Repairs and Maintenance	1,369	-	4,000	-
Capital Outlay	7,608	-	30,000	-
Total Expense	\$13,773	\$3,237	\$120,611	-

Brazos County, Texas
FY 2024-2025 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund

Fund: 34000 District Attorney Crime
Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date
Charges for Services	32,611	11,242	20,000	-
Interest Income	5,816	11,102	11,000	-
Reserves	-	-	215,900	-
Total Revenue	\$38,427	\$22,344	\$246,900	-

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date	Percent Spent
Salaries and Wages	20,383	26,931	84,512	0	0%
Benefits	9,588	10,509	39,520	197	0%
Supplies and Other Charges	11,007	18,986	20,649	516	2%
Contingency	-	-	82,219	-	-
Contractual Services	360	360	20,000	-	-
Total Expense	\$41,339	\$56,786	\$246,900	\$713	0%

Brazos County, Texas
FY 2024-2025 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund

Fund: 35000 Primary Election Services
Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date
Charges for Services	70,904	14,088	25,000	-
Interest Income	1,264	3,266	2,500	-
Reserves	-	-	64,000	-
Total Revenue	\$72,167	\$17,353	\$91,500	-

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date	Percent Spent
Supplies and Other Charges	5,479	2,691	11,700	-	-
Contingency	-	-	53,800	-	-
Repairs and Maintenance	-	5,620	10,000	-	-
Contractual Services	13,414	14,166	16,000	4,671	29%
Total Expense	\$18,893	\$22,477	\$91,500	\$4,671	5%

Brazos County, Texas
FY 2024-2025 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund

Fund: 39010 Brazos County Housing
 Finance Corporation

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date
Charges for Services	402,125	5,334	5,000	-
Interest Income	5,259	24,789	0	-
Reserves	-	-	104,000	-
Total Revenue	\$407,384	\$30,123	\$109,000	-

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date
Supplies and Other Charges	-	174	4,735	-
Professional Services	-	-	104,265	-
Total Expense	-	\$174	\$109,000	-

Brazos County, Texas
FY 2024-2025 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund

Fund: 41000 General Obligation Debt
 Service Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date
Taxes	9,799,037	11,772,533	10,607,305	3,916
Interest Income	345,490	531,906	450,000	-
Reserves	-	-	2,500,000	-
Other Financing Sources	-	1,250,000	1,250,000	-
Total Revenue	\$10,144,527	\$13,554,439	\$14,807,305	\$3,916

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date	Percent Spent
Debt Service	9,028,173	11,864,575	14,807,305	750	0%
Total Expense	\$9,028,173	\$11,864,575	\$14,807,305	\$750	0%

Brazos County, Texas
FY 2024-2025 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund

Fund: 43200 2020 Certificates of
Obligation

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date
Interest Income	515,615	402,510	482,000	-
Other Revenue	2,929	-	-	-
Reserves	-	-	5,600,000	-
Total Revenue	\$518,544	\$402,510	\$6,082,000	-

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date
Supplies and Other Charges	54,447	1,200	-	-
Contingency	-	-	782,000	-
Contractual Services	2,656,302	2,398,009	-	-
Capital Outlay	1,891,648	615,544	5,300,000	-
Total Expense	\$4,602,397	\$3,014,752	\$6,082,000	-

Brazos County, Texas
FY 2024-2025 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund

Fund: 43230 On System Road Bond -
TXDOT

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date
Interest Income	212,288	1,064,476	1,040,000	-
Reserves	-	-	16,298,000	-
Other Financing Sources	20,009,102	-	-	-
Total Revenue	\$20,221,390	\$1,064,476	\$17,338,000	-

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date
Contractual Services	-	5,127,043	17,338,000	-
Debt Service	203,216	-	-	-
Total Expense	\$203,216	\$5,127,043	\$17,338,000	-

Brazos County, Texas
FY 2024-2025 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund

Fund: 43231 Off System Road Bond

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date
Interest Income	109,492	497,716	263,000	-
Reserves	-	-	5,788,000	-
Other Financing Sources	10,307,719	-	-	-
Total Revenue	\$10,417,211	\$497,716	\$6,051,000	-

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date
Capital Outlay	81,700	3,929,511	6,051,000	-
Debt Service	102,830	-	-	-
Total Expense	\$184,530	\$3,929,511	\$6,051,000	-

Brazos County, Texas
FY 2024-2025 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund

Fund: 43232 2023 Certificates of
Obligation

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date
Interest Income	106,296	554,829	540,000	-
Reserves	-	-	10,420,000	-
Other Financing Sources	10,165,860	-	50,040,000	-
Total Revenue	\$10,272,156	\$554,829	\$61,000,000	-

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date
Capital Outlay	61,762	98,459	61,000,000	-
Debt Service	163,164	-	-	-
Total Expense	\$224,926	\$98,459	\$61,000,000	-

Brazos County, Texas
FY 2024-2025 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund

Fund: 45000 Capital Improvement Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date
Other Revenue	102,356	(37,500)	-	-
Reserves	-	0	18,090,000	-
Other Financing Sources	20,893,118	-	10,320,286	-
Total Revenue	\$20,995,474	(\$37,500)	\$28,410,286	-

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date	Percent Spent
Contingency	-	-	1,945,000	-	-
Capital Outlay	5,391,415	5,496,695	26,465,286	130,157	0%
Total Expense	\$5,391,415	\$5,496,695	\$28,410,286	\$130,157	0%

Brazos County, Texas
FY 2024-2025 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund

Fund: 50000 Health and Life Insurance
Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date	Percent Received
Other Revenue	23,006,476	27,155,279	23,136,458	915,617	4%
Reserves	-	-	10,500,000	-	-
Total Revenue	\$23,006,476	\$27,155,279	\$33,636,458	\$915,617	3%

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date	Percent Spent
Salaries and Wages	227,069	220,718	613,622	0	0%
Benefits	133,569	106,222	255,837	2,115	1%
Supplies and Other Charges	53,669	57,667	124,895	1,084	1%
Contingency	-	-	5,524,827	-	-
Repairs and Maintenance	75	35	125	-	-
Contractual Services	21,346,651	23,810,486	26,691,952	141,578	1%
Professional Services	379,176	372,198	425,200	10,000	2%
Total Expense	\$22,140,208	\$24,567,327	\$33,636,458	\$154,778	0%

Brazos County, Texas
FY 2024-2025 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund

Fund: 93000 Regional Mobility Authority

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date
Interest Income	494	454	500	-
Other Revenue	-	30,000	10,000	-
Reserves	-	-	37,436	-
Total Revenue	\$494	\$30,454	\$47,936	-

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date
Salaries and Wages	12,120	-	-	-
Benefits	2,949	-	-	-
Supplies and Other Charges	557	-	-	-
Contingency	-	-	40,436	-
Contractual Services	25	-	-	-
Professional Services	7,875	7,500	7,500	-
Total Expense	\$23,527	\$7,500	\$47,936	-

**Brazos County, Texas
FY 2024-2025 Contingency
Budget to Actuals by Fund**

Fund: 01000 General Fund - Contingency

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
Pre-Trial Bond Supervision Contingency - 10003000 *	10,000.00	-	10,000.00
Commissioner's Court Contingency - 11001500	7,093,741.00	(139,000.00)	6,954,741.00
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
Court Facility - Administration - 54001410 *	40,000.00	-	40,000.00
Total General Fund Contingency	7,173,793.00	(139,000.00)	7,034,793.00

* Can only be used for that program or division

**Brazos County, Texas
FY 2024-2025 Contingency
Budget to Actuals by Fund**

Fund: 11000 HOT Fund Fund - Contingency *

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
HOT Fund Contingency - 11002500	548,989.00	-	548,989.00
Total HOT Fund Contingency	548,989.00	-	548,989.00

* Can only be used for this fund

**Brazos County, Texas
FY 2024-2025 Contingency
Budget to Actuals by Fund**

Fund: 13000 Unclaimed Property Fund - Contingency *

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
Contingency - 12005000	87,200.00	-	87,200.00
Total Unclaimed Property Fund Contingency	87,200.00	-	87,200.00

* Can only be used for this fund

**Brazos County, Texas
 FY 2024-2025 Contingency
 Budget to Actuals by Fund**

Fund: 20000 County Clerk Records Management Fund - Contingency *

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
Contingency - 21005000	1,074,884.00	-	1,074,884.00
Total Count Clerk Records Management Fund Contingency	1,074,884.00	-	1,074,884.00

* Can only be used for this fund

**Brazos County, Texas
 FY 2024-2025 Contingency
 Budget to Actuals by Fund**

Fund: 20010 County Clerk Archival Fund - Contingency *

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
Contingency - 21006000	1,206,000.00	-	1,206,000.00
Total Count Clerk Archival Fund Contingency	1,206,000.00	-	1,206,000.00

* Can only be used for this fund

**Brazos County, Texas
 FY 2024-2025 Contingency
 Budget to Actuals by Fund**

Fund: 22000 Courthouse Security Fund - Contingency *

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
Contingency - 51000100	168,131.00	-	168,131.00
Total Courthouse Security Fund Contingency	168,131.00	-	168,131.00

* Can only be used for this fund

**Brazos County, Texas
 FY 2024-2025 Contingency
 Budget to Actuals by Fund**

Fund: 24000 Justice of the Peace Technology Fund - Contingency *

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
JP Technology Administration - 24005000	77,200.00	-	77,200.00
JP Technology - JP #1 - 24005100	5,000.00	-	5,000.00
JP Technology - JP #2 - 24005200	5,000.00	-	5,000.00
JP Technology - JP #3 - 24005300	5,000.00	-	5,000.00
JP Technology - JP #4 - 24005400	5,000.00	-	5,000.00
Total Justice of the Peace Technology Fund Contingency	97,200.00	-	97,200.00

* Can only be used for this fund and specific divisions

**Brazos County, Texas
 FY 2024-2025 Contingency
 Budget to Actuals by Fund**

Fund: 25000 Forfeiture Fund - Contingency *

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
Sheriff Forfeiture Fund - 2801000	20,191.00	-	20,191.00
Total Forfeiture Fund Contingency	20,191.00	-	20,191.00

* Can only be used for this fund

**Brazos County, Texas
 FY 2024-2025 Contingency
 Budget to Actuals by Fund**

Fund: 26000 District Attorney Hot Check Collections Fund - Contingency *

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
Contingency - 19006000	5,550.00	-	5,550.00
Total District Attorney Hot Check Collections Fund - Contingency	5,550.00	-	5,550.00

* Can only be used for this fund

**Brazos County, Texas
 FY 2024-2025 Contingency
 Budget to Actuals by Fund**

Fund: 27000 Bail Bond Board Fund - Contingency *

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
Contingency - 12006000	109,828.00	-	109,828.00
Total Bail Bond Board Fund - Contingency	109,828.00	-	109,828.00

* Can only be used for this fund

**Brazos County, Texas
 FY 2024-2025 Contingency
 Budget to Actuals by Fund**

Fund: 29000 Vehicle Inventory Interest Fund - Contingency *

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
Contingency - 13006000	357,611.00	-	357,611.00
Total Vehicle Inventory Interest Fund - Contingency	357,611.00	-	357,611.00

* Can only be used for this fund

**Brazos County, Texas
 FY 2024-2025 Contingency
 Budget to Actuals by Fund**

Fund: 30000 Grant Fund - Contingency *

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
Texas Indigent Defense Commission - 272200	191,075.00	-	191,075.00
BV Human Trafficking Task Force Development - 283700	93,101.00	-	93,101.00
Metropolitan Planning - 424100	19,016.00	-	19,016.00
Total Grant Fund Contingency	303,192.00	-	303,192.00

* Can only be used for this fund and specific divisions

**Brazos County, Texas
 FY 2024-2025 Contingency
 Budget to Actuals by Fund**

Fund: 33000 Sheriff's Office Crime Fund - Contingency *

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
Contingency - 28050000	23,511.00	-	23,511.00
Total Sheriff's Office Crime Fund Contingency	23,511.00	-	23,511.00

* Can only be used for this fund

**Brazos County, Texas
 FY 2024-2025 Contingency
 Budget to Actuals by Fund**

Fund: 34000 District Attorney Crime Fund - Contingency *

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
Contingency - 19200100	82,219.00	-	82,219.00
Total District Attorney Crime Fund Contingency	82,219.00	-	82,219.00

* Can only be used for this fund

**Brazos County, Texas
 FY 2024-2025 Contingency
 Budget to Actuals by Fund**

Fund: 35000 Primary Election Services Fund - Contingency *

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
Contingency - 21130000	53,800.00	-	53,800.00
Total Primary Election Services Fund Contingency	53,800.00	-	53,800.00

* Can only be used for this fund

**Brazos County, Texas
 FY 2024-2025 Contingency
 Budget to Actuals by Fund**

Fund: 43200 2020 Certificates of Obligation - Contingency *

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
Commissioner's Court Contingency - 11001500	782,000.00	-	782,000.00
Total 43200 2020 Certificates of Obligation Contingency	782,000.00	-	782,000.00

* Can only be used for this fund

**Brazos County, Texas
 FY 2024-2025 Contingency
 Budget to Actuals by Fund**

Fund: 45000 General Permanent Improvement Fund - Contingency *

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
Commissioner's Court Contingency - 63110001	1,945,000.00	(318,157.00)	1,626,843.00
Total General Permanent Improvement Fund Contingency	1,945,000.00	(318,157.00)	1,626,843.00

* Can only be used for this fund

**Brazos County, Texas
 FY 2024-2025 Contingency
 Budget to Actuals by Fund**

Fund: 50000 Health and Life Insurance Fund - Contingency *

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
Group Insurance - Admiration - 64005000	5,504,827.00	-	5,504,827.00
Health and Wellness Clinic - 64005100	20,000.00	-	20,000.00
Total Health and Life Insurance Fund Contingency	5,524,827.00	-	5,524,827.00

* Can only be used for this fund

**Brazos County, Texas
 FY 2024-2025 Contingency
 Budget to Actuals by Fund**

Fund: 55000 Jail Commissary Fund - Contingency *

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
Jail Commissary - 28006000	346,688.00	-	346,688.00
Total Jail Commissary Fund Contingency	346,688.00	-	346,688.00

* Can only be used for this fund

**Brazos County, Texas
 FY 2024-2025 Contingency
 Budget to Actuals by Fund**

Fund: 58000 County Attorney Operating Fund - Contingency *

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
Contingency - 18006000	64,000.00	-	64,000.00
Total County Attorney Operating Fund Contingency	64,000.00	-	64,000.00

* Can only be used for this fund