



MINUTES

OCTOBER 29, 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 29, 2024 with the following members of the Court present:

Duane Peters, County Judge, Presiding;
Steve Aldrich, Commissioner of Precinct 1;
Chuck Konderla, Commissioner of Precinct 2;
Nancy Berry, Commissioner of Precinct 3;
Wanda J. Watson, Commissioner of Precinct 4;
Karen McQueen, County Clerk, 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 Watson
2. Call for Citizen input and/or concerns

There was no Citizen input.

Consider and take action on agenda items: 3 - 22

3. Resolution 24-021 to apply for FY25 Formula Grant from the Texas Indigent Defense Commission to provide improvements to indigent defense services in Brazos County.

The Court voted unanimously to adopt Resolution 24-021 to apply for the FY25 Formula Grant. A copy is attached.

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

4. Resolution 24-022 authorizing the department heads and elected officials of Brazos County to approve the payment of Texas State Bar dues on behalf of any fulltime employee working for Brazos County in a position with a job description that requires State Bar licensure.

The Court voted unanimously to adopt Resolution 24-022 and a copy is attached.

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

5. Approval of the following Public Official Bonds of Tax Assessor and Collector for Angela Hines:
 - a. Governor Texas
 - b. Brazos County

A copy of the bonds is attached.

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

6. Request from Information Technology for the following personnel changes with effective date as of November 9, 2024. This change has no affect to the Information Technology's FY 2025 Budget.
 - a. Decrease B1230-1 Network Engineer - IT, Group 26 Step 12 to Group 26 Step 10, Full-Time Salary
 - b. Increase B1230-2 Network Engineer - IT, Group 26 Step 4 to Group 26 Step 6, Full-Time Salary

A copy of the position control changes is attached.

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

7. Approval to issue Diners Club credit card to IT employee, Stefanie Johnson, with a limit of \$5,000.00 to meet the needs of the department's regular expenses.

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

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

A copy of the surplus property is attached.

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

9. Approval of one-time exception to the De minimis Employee Expenditures Policy by the Sheriff's Office to exceed the \$50.00 limit per employee for the purchase of service and performance awards in the form of plaques. Plaques are being purchased for the Sheriff's Office annual event and will not exceed \$100.00 per person.

Commissioner Aldrich questioned whether it is time to revisit the De Minimis Policy and consider raising the limit. Judge Peters agreed that with costs rising it probably is a good idea.

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

10. Approval requested from Brazos County Sheriff's Office - Jail Medical Division for payment of \$3,460.00 to Dentrust Dental with FY 2025 funds. A Purchase Order was not obtained in advance.

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

11. Approval requested from Road & Bridge for Renewal of the Field Agreement with Texas Wildlife Service Program (TWSP) for rodent and pest removal from various dam structures in Brazos County from October 1, 2024 - September 30, 2025.

A copy of the renewal of agreement is attached.

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

12. Approval of Change Order #1 to CIP #24-619 Tax Office & AgriLife Site Drainage Improvements with Norman Construction, in the amount of \$152,567.20, for additional labor and materials.

A copy of the change order is attached.

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

13. Approval of the Final Plat of Highway 6 BESS Subdivision, Lot 1, Block A; 0.976 Acre; BBB & CRR Survey, Abstract No. 84; Being a Replat of Lake Millican Estate, Lot 17; Brazos County, Texas. Site is located in Precinct 1.

Motion: Approve, Moved by Commissioner Steve Aldrich, Seconded by Commissioner

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

14. Approval of the Final Plat of Southern Pointe Subdivision Section 105; 14.061 Acres; Sterrett D. Smith League Survey, A-210; City of College Station ETJ, Brazos County, Texas, Site is located in Precinct 1.

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

15. Approval of the Final Plat of Southern Pointe Subdivision Section 109, Block 25, Lot 41, Common Area A 109; 3.121 Acres; 1.443 Acres Right of Way; Sterrett D. Smith League Survey, A-210; City of College Station ETJ, Brazos County, Texas. Site is located in Precinct 1.

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

16. Approval of the Treasurer's Report for August 2024.

The Court voted unanimously to receive, approve and order filed as submitted the Treasurer's report for August 2024. A copy is attached and made a part of these minutes.

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

17. Tax Refund Applications for the following:

Overpayments

- a. Frances or Allan Jackson - \$6.79
- b. KJMC/Southern Comfort Homes - \$1,056.57

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

18. Budget Amendments.

- FY 24/25 Budget Amendments 5.01 - 5.06

5.01 - Transfer of funds from Information Technology to District Clerk.

5.02 - Transfer of funds from Contingency to Veteran Services.

5.03 - Transfer of funds from Contingency to Elections Administration.

5.04 - Transfer of funds from Capital to various County departments.

5.05 - Transfer of funds from Contingency to various County departments.

5.06 - Transfer of funds from Capital to various County departments.

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

19. Personnel Change of Status.

- Approval of Personnel Change of Status

A copy of the Personnel Change of Status is attached.

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

20. Payment of Claims.

Approval of Payment of Claims

- a. 8205939 - 8206086
- b. 9202659 - 9202701

The County Judge announced a correction to the Claims that need to be paid. The amended Claim Numbers are:

- a. 8205939 – 8206088
- b. 9202659 – 9202701

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

21. Convene into Executive Session pursuant to the following:

- a. Texas Government Code §551.074 to discuss the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of county personnel.
- b. Texas Government Code §551.071 to consult with attorney about pending or contemplated litigation and/or a settlement offer.

At this point, the County Judge announced the Court would consider items 23 through 28 and then return to convene into Executive Session.

Having considered the previously noted agenda items, at 10:14 a.m. the County Judge stated that the Court would convene into Executive Session to deliberate pursuant to Section 551.074 as stated above. The following individuals were asked to stay for the session:

- a. Texas Government Code §551.074 to discuss the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of county personnel.

Cheryl Coffman, Executive Assistant

Ed Bull, Chief of Staff/Civil Counsel

Bruce Erratt, General Counsel

Allison Lindblade, Assistant General Counsel

Jennifer Salazar, Human Resources Director

Raeanna McConathy, Human Resources Assistant Director

Aubrey Leggett, Administrative Assistant

b. Texas Government Code §551.071 to consult with attorney about pending or contemplated litigation and/or a settlement offer.

Cheryl Coffman, Executive Assistant

Ed Bull, Chief of Staff/Civil Counsel

Bruce Erratt, General Counsel

Allison Lindblade, Assistant General Counsel

Trevor Lansdown, Project Manager

22. Consider and possible action on Executive Session.

At 10:46 a.m. the County Judge announced the meeting open to the public and announced that no action would be taken on the Closed Executive Session.

23. Acknowledgement of the County Auditor's Monthly Report for August 2024.

The Court acknowledged receipt of the County Auditor's Report for August 2024.

24. Acknowledgement of the 2024-2025 Budget to Actuals by Fund as of October 23, 2024.

Acknowledgement of the 2024-2025 Contingency Budget to Actuals by Fund as of October 23, 2024.

The Court acknowledged receipt of the 2024-2025 Budget to Actuals by Fund and Contingency Fund Budget to Actuals as of October 23, 2024.

25. Acknowledgement of monthly reports submitted in October 2024.

The Court acknowledged receipt of the Extension Service reports submitted October 2024 and acknowledged receipt of reports from the following County and Precinct Offices showing revenues collected and remitted to the County Treasurer:

County Clerk

Constable Precinct 2

26. Juvenile director's report on detention population.

Juvenile Director Linda Ricketson reported there are 25 juveniles in the detention center, 18 are male, 7 are female, and 33 have electronic monitors.

27. Sheriff's report on inmate population.

Sheriff Wayne Dicky reported there were 782 inmates in jail, 649 inmates are male, 133 are female, and 36 have electronic monitors.

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

The Court expressed their appreciation to the Human Resource department for a job well done on the County Job Fair. Commissioner Watson said the fair was well attended with 270 applicants.

The Court also encouraged the community to get out and vote, there is one more week of early voting. They thanked the Election Administration staff and the pole workers for making the voting process secure and efficient.

Commissioner Berry announced the Early Voting Locations:

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

29. Adjourn.



The foregoing minutes of the Commissioners Court Meeting held October 29, 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".

Duane Peters
County Judge

A handwritten signature in black ink, appearing to read "Steve Aldrich".

Steve Aldrich
Commissioner, Precinct 1

A handwritten signature in black ink, appearing to read "Chuck Konderla".

Chuck Konderla
Commissioner, Precinct 2

A handwritten signature in black ink, appearing to read "Nancy Berry".

Nancy Berry
Commissioner, Precinct 3

A handwritten signature in black ink, appearing to read "Wanda J. Watson".

Wanda J. Watson
Commissioner, Precinct 4

Attest:

A handwritten signature in black ink, appearing to read "Karen McQueen".
Karen McQueen
County Clerk

A handwritten signature in black ink, appearing to read "Ailee Peters".
By: Ailee Peters
Chief 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 29, 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).**

FILED
2024 OCT 25 P 2:22
KAPRI M. HINES, COUNTY CLERK
BRAZOS COUNTY, TEXAS
K. M. Hines

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

Consider and take action on agenda items: 3 - 22

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4. Resolution 24-022 authorizing the department heads and elected officials of Brazos County to approve the payment of Texas State Bar dues on behalf of any fulltime employee working for Brazos County in a position with a job description that requires State Bar licensure.
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 - b. Brazos County
6. Request from Information Technology for the following personnel changes with effective date as of November 9, 2024. This change has no affect to the Information Technology's FY 2025 Budget.
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- 10, Full-Time Salary
 - b. Increase B1230-2 Network Engineer - IT, Group 26 Step 4 to Group 26 Step 6, Full-Time Salary
- 7. Approval to issue Diners Club credit card to IT employee, Stefanie Johnson, with a limit of \$5,000.00 to meet the needs of the department's regular expenses.
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 - Approval of Personnel Change of Status
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Approval of Payment of Claims

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21. Convene into Executive Session pursuant to the following:
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22. Consider and possible action on Executive Session.
23. Acknowledgement of the County Auditor's Monthly Report for August 2024.
24. Acknowledgement of the 2024-2025 Budget to Actuals by Fund as of October 23, 2024.
Acknowledgement of the 2024-2025 Contingency Budget to Actuals by Fund as of October 23, 2024.
25. Acknowledgement of monthly reports submitted in October 2024.
26. Juvenile director's report on detention population.
27. Sheriff's report on inmate population.
28. Announcement of interest items and possible future agenda topics.
29. 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

29th DAY OF October, 2024
10:00 AM/PM, Regular

Name (PLEASE PRINT)	Organization (PLEASE PRINT)
Ashlie Peters-Bowman	Co. Clerk's Office
Victoria Limon M'Loey	Co. Clerk's Office
Marsha Anderson	Co. Judge
Nina Payne	Budget
Sharyl Love	Comm Court
Cheryl Coffman	Comm Court
Aubrey Seegett	Comm Court
TREVOR LANSDOWN	PM
Allison Lindhler	Co. Judge
Mike Street	Self
Karen Simpson	self
LINDA RICKETSON	Juvenile
Wynne Pickney	SD
Cathy Viens	tax payer
Bob Lamkin	Proj. Manager

BRAZOS COUNTY COMMISSIONER'S COURT

29th DAY OF October, 2024
10:00 AM/PM, Regular Session

Name

(PLEASE PRINT)

Kevin Toyer
ERIC CALDWELL
Bruce Craft
Cristian Villarreal
Spencer Mays
Paul Martinez
Marc Turner
Wm. Charles Windt
Presley Nelson
Kaitlyn Bather
Aidan Fox
Lauren Liang
Katie Connor
Kevin Stuart
Kimberly Roach

Organization

(PLEASE PRINT)

IT
BCIT
Co Judge
Treas
Budget
S.O.
auditors office
Purchasing
I
Texas A&M
Texas A&M
Auditor
BCSO
CO Judge

BRAZOS COUNTY COMMISSIONER'S COURT

29th DAY OF October, 2024
10:00 AM/PM, Regular Session

Name

(PLEASE PRINT)

Organization

(PLEASE PRINT)

Ed Bull

Comm Court

Kyle Hartmann

ST 117

DK

T.J. Solesher

B+A

Ignacio Contreras Jr.

BCSO

Jennifer Sabzar

HR

Raenna McConathy

HR

MELISSA BOWEN

Co. JUDGE

Shelley Washington

Delta



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 10/29/2024

ITEM: Resolution 24-021 to apply for FY25 Formula Grant from the Texas Indigent Defense Commission to provide improvements to indigent defense services in Brazos County.

TO: Commissioners Court

DATE: 10/21/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

Description

Type

[FY25 Formula Grant Executed App Form and Resolution.pdf](#) Grant Form and Resolution

Cover Memo



BRAZOS COUNTY, TEXAS
GRANT APPLICATION APPROVAL FORM

Date: 10/21/24

Requesting Department: County Auditor

Grant Title: FY2025 Formula Grant

Granting Agency: Texas Indigent Defense Commission

Amount Requested: _____

Grant Term (Beg/End): 10/1/2024 - 9/30/2025

Project Description: Provides funds to assist the county in implementation and improvement of indigent criminal defense services in the county.

Will this grant fund salary & benefits? Yes No

Is there County Match requirement? Yes No

Are there financial reporting requirements? Yes No

Who will do financial reporting? County Auditor

Are there programmatic reporting requirements? Yes No

Who will do programmatic reporting? Odyssey Software

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

[Signature]
Authorized Signature

Approved by Commissioners Court on this 29 day of OCTOBER 2024.

[Signature]
Commissioners Court Approval

**2025 Brazos County Resolution
Indigent Defense Grant Program**

WHEREAS, under the provisions of the Texas Government Code Section 79.037 and Texas Administrative Code Chapter 173, counties are eligible to receive grants from the Texas Indigent Defense Commission to provide improvements in indigent defense services in the county; and

WHEREAS, this grant program will assist the county in the implementation and the improvement of the indigent criminal defense services in this county; and

WHEREAS, Brazos County Commissioners Court has agreed that in the event of loss or misuse of the funds, Brazos County Commissioners assures that the funds will be returned in full to the Texas Indigent Defense Commission.

NOW THEREFORE, BE IT RESOLVED and ordered that the County Judge of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Formula Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that the County Auditor is designated as the Financial Officer for this grant.

Adopted this 29 day of OCTOBER, 2024.



Duane Peters
County Judge

Attest:

Karen McQueen

County Clerk

By: Archie Peters-Bowman
Chief Deputy



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 10/29/2024

ITEM: Resolution 24-022 authorizing the department heads and elected officials of Brazos County to approve the payment of Texas State Bar dues on behalf of any fulltime employee working for Brazos County in a position with a job description that requires State Bar licensure.

TO: Commissioners Court

DATE: 10/23/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ACTION REQUESTED OR ALTERNATIVES: Request approval.

ATTACHMENTS:

File Name

Description

Type

[Bar Dues Resolution.pdf](#)

Resolution - Payment of Texas State Bar Dues

Backup Material



BRAZOS COUNTY COMMISSIONERS COURT RESOLUTION AUTHORIZING THE PAYMENT OF TEXAS STATE BAR DUES FOR ATTORNEYS EMPLOYED FULL TIME AS BRAZOS COUNTY EMPLOYEES

**STATE OF TEXAS
COUNTY OF BRAZOS**

WHEREAS, the Brazos County, Texas, Policy and Procedures Manual, dated May 16, 1997, Sec. B.2., authorizes the payment of an employee's dues in state wide organizations;

WHEREAS, the State of Texas requires that all attorneys practicing law in the State of Texas must be members of the State Bar of Texas and must pay annual State Bar dues;

WHEREAS, the service of the attorneys employed fulltime by Brazos County is an ongoing benefit to the taxpayers of Brazos County;

WHEREAS, on May 4, 2009, the County Judge, issued a Memorandum canceling the practice of paying professional dues for County employees;

WHEREAS, several elected officials have requested that the Court reinstate the payment of Texas State bar dues for employees working fulltime for the County as attorneys:

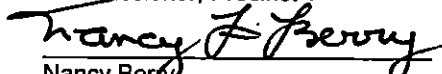
NOW THEREFORE, BE IT RESOLVED that the Commissioners Court of Brazos County hereby authorizes the department heads and elected officials of Brazos County to approve the payment of Texas State Bar dues on behalf of any fulltime employee working for Brazos County in a position with a job description that requires State Bar licensure.

RESOLVED this 29TH day of October 2024.



Steve Aldrich

Commissioner, Precinct 1



Nancy Berry

Commissioner, Precinct 3



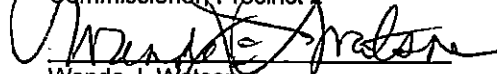
Duane Peters

County Judge



Chuck Konderla

Commissioner, Precinct 2



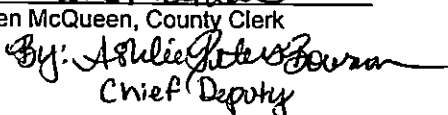
Wanda J. Watson

Commissioner, Precinct 4

ATTEST:



Karen McQueen, County Clerk

By: 

Chief Deputy



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Tax Office NUMBER:
DATE OF COURT MEETING: 10/29/2024
ITEM: Approval of the following Public Official Bonds of Tax Assessor and Collector for Angela Hines:
• a. Governor Texas
• b. Brazos County
TO: Commissioners Court
FROM: Arquetta Robinson
DATE: 10/21/2024
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
ANGELA_HINES_BRAZOS_GOVERNOR_OF_TEXAS.pdf	Bond 1 Governor of Texas	Backup Material
ANGELA_HINES_BRAZOS_COUNTY.pdf	Bond 2 Brazos County	Backup Material



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Tax Office NUMBER:
DATE OF COURT MEETING: 10/29/2024
ITEM: Approval of the following Public Official Bonds of Tax Assessor and Collector for Angela Hines:
• a. Governor Texas
• b. Brazos County
TO: Commissioners Court
FROM: Arquetta Robinson
DATE: 10/21/2024
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
ANGELA_HINES_BRAZOS_GOVERNOR_OF_TEXAS.pdf	Bond 1 Governor of Texas	Backup Material
ANGELA_HINES_BRAZOS_COUNTY.pdf	Bond 2 Brazos County	Backup Material

APPROVED



Duane Peters
County Judge

10/29/24
Date



No. LPO7469342

PUBLIC OFFICIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Angela Hines
of City of Bryan State of Texas
as Principal and the Old Republic Surety Company Organized under the Laws of the State of
Wisconsin, as Surety, with its Home Office in Brookfield, in said state,
are held and firmly bound unto Governor of Texas
PO Box 12428, Austin, TX 78711, as Oblige,

in the sum of one hundred thousand dollars and no/100***** Dollars (\$ 100,000),
for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and
assigns, jointly and severally, firmly by these presents.

SIGNED, SEALED AND DATED this 14th day of October, 2024.

WHEREAS, the above-named Principal has been duly appointed ~~selected~~ Tax Assessor Collector
of the County of Brazos State of Texas
for the definite/indefinite term beginning on the 1st day of October, 2024
and ending on the 31st Day of December, 2028

NOW, THEREFORE, the condition of the foregoing obligation is such, that if the above bounded Principal shall faithfully
perform such duties as may be imposed on him by law and shall honestly account for all money that may come into his hands
in his official capacity during the said term, then his obligation shall be void; otherwise to remain in full force and effect;
provided, however, that the Surety shall not be liable hereunder for any loss of public money deposited by or in behalf of the
Principal with any bank when such loss is occasioned by the failure of such bank faithfully to account for and pay over such
money on legal demand; any law, decision, or statute to the contrary notwithstanding.

This bond is further conditioned that the liability of the Surety shall be fully terminated as to future acts of the Principal thirty
(30) days after the receipt by the Oblige, of the Surety's written notice of cancellation.

Witness: [Signature]

By Angela Hines Principal
Old Republic Surety Company

Witness: Teresa Martin
Teresa Martin

By Alexandria Petroski Surety
Alexandria Petroski Attorney-in-Fact



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: **CONNIE GROCHOLSKI, KRISTEN BENFER, TERESA MARTIN, ALEXANDRIA PETROSKI, SALLY WHITE** of BRYAN, TX

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds); as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 12th day of June, 2023.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 12th day of June, 2023, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

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

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

89-4052



Signed and sealed at the City of Brookfield, WI this 14th day of October, 2024.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

ANCO INSURANCE SERVICES OF BRYAN/COLLEGE STATION, INC.

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Old Republic Surety Company's and/or Old Republic Insurance Company's toll-free telephone number for information or to make a complaint at:

1-(800) 527-9834

You may also write to Old Republic Surety Company and/or Old Republic Insurance Company at:

**2201 E Lamar Blvd. Unit 260,
Arlington, TX 76006**

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

1-(800) 252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-Mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent or Old Republic Surety Company and/or Old Republic Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR

POLICY: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

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Arlington, TX 76006**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

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DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o Old Republic Surety Company / Old Republic Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



No. LPO7469341

PUBLIC OFFICIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Angela Hines
of City of Bryan State of Texas
as Principal and the Old Republic Surety Company Organized under the Laws of the State of
Wisconsin, as Surety, with its Home Office in Brookfield, in said state,
are held and firmly bound unto Brazos County
200 S. Texas Ave, Bryan, TX 77803, as Obligee,

in the sum of one hundred thousand dollars and no/100***** Dollars (\$ 100,000),
for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and
assigns, jointly and severally, firmly by these presents.

SIGNED, SEALED AND DATED this 14th day of October, 2024.

WHEREAS, the above-named Principal has been duly appointed ~~or elected~~ Tax Assessor Collector
of the County of Brazos State of Texas
for the definite/indefinite term beginning on the 1st day of October, 2024
and ending on the 31st Day of December, 2028

NOW, THEREFORE, the condition of the foregoing obligation is such, that if the above bounded Principal shall faithfully
perform such duties as may be imposed on him by law and shall honestly account for all money that may come into his hands
in his official capacity during the said term, then his obligation shall be void; otherwise to remain in full force and effect;
provided, however, that the Surety shall not be liable hereunder for any loss of public money deposited by or in behalf of the
Principal with any bank when such loss is occasioned by the failure of such bank faithfully to account for and pay over such
money on legal demand; any law, decision, or statute to the contrary notwithstanding.

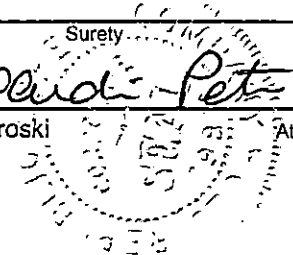
This bond is further conditioned that the liability of the Surety shall be fully terminated as to future acts of the Principal thirty
(30) days after the receipt by the Obligee, of the Surety's written notice of cancellation.

Witness: [Signature]

By: Angela Hines Principal
Old Republic Surety Company

Witness: Teresa Martin
Teresa Martin

By: Alexandria Petroski Attorney-in-Fact
Alexandria Petroski





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its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

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and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
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IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 12th day of June, 2023.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary



Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 12th day of June, 2023, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

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

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



89-4052

Signed and sealed at the City of Brookfield, WI this 14th day of October, 2024.

Karen J. Haffner
Assistant Secretary

ORSC 22282 (3-06)

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UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Budget Office NUMBER:

DATE OF COURT MEETING: 10/29/2024

ITEM: Request from Information Technology for the following personnel changes with effective date as of November 9, 2024. This change has no affect to the Information Technology's FY 2025 Budget.

- a. Decrease B1230-1 Network Engineer - IT, Group 26 Step 12 to Group 26 Step 10, Full-Time Salary
- b. Increase B1230-2 Network Engineer - IT, Group 26 Step 4 to Group 26 Step 6, Full-Time Salary

TO: Commissioners Court

FROM: Nina Payne

DATE: 10/22/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

SOURCE OF FUNDS: General Fund - 01000
Information Technology - 14000100

ACTION REQUESTED OR ALTERNATIVES: Request approval.

ATTACHMENTS:

File Name

Description

Type

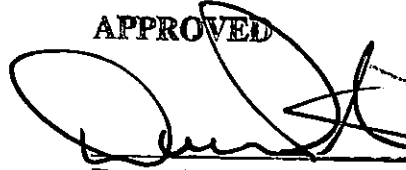


**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Budget Office NUMBER:
DATE OF COURT MEETING: 10/29/2024
ITEM: Request from Information Technology for the following personnel changes with effective date as of November 9, 2024. This change has no affect to the Information Technology's FY 2025 Budget.
• a. Decrease B1230-1 Network Engineer - IT, Group 26 Step 12 to Group 26 Step 10, Full-Time Salary
• b. Increase B1230-2 Network Engineer - IT, Group 26 Step 4 to Group 26 Step 6, Full-Time Salary
TO: Commissioners Court
FROM: Nina Payne
DATE: 10/22/2024
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00
SOURCE OF FUNDS: General Fund - 01000
Information Technology - 14000100
ACTION REQUESTED OR ALTERNATIVES: Request approval.

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
IT_memo_10.22.24.pdf	IT Memo - Personnel Change Request	Cover Memo
IT_10.22.24.pdf	IT Personnel Calculations	Backup Material

APPROVED

Duane Peters
County Judge
Date 10/29/24



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Purchasing

NUMBER:

DATE OF COURT MEETING: 10/29/2024

ITEM: Approval to issue Diners Club credit card to IT employee, Stefanie Johnson, with a limit of \$5,000.00 to meet the needs of the department's regular expenses.

TO: Commissioners Court

FROM: Presley Nelson

DATE: 10/24/2024

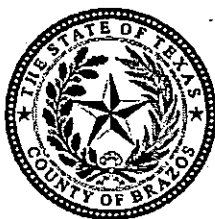
FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
Credit Card Request - Stefanie Johnson.pdf	Card Request	Backup Material



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Purchasing

NUMBER:

DATE OF COURT MEETING: 10/29/2024

ITEM: Approval to issue Diners Club credit card to IT employee, Stefanie Johnson, with a limit of \$5,000.00 to meet the needs of the department's regular expenses.

TO: Commissioners Court

FROM: Presley Nelson

DATE: 10/24/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

Description

Type

Credit_Card_Request -
_Stefanie_Johnson.pdf
Stefanie_Johnson.pdf

Card Request
Application

Backup Material
Backup Material

APPROVED

Duane Peters
County Judge

Date



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Purchasing NUMBER:

DATE OF COURT MEETING: 10/29/2024

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

TO: Commissioners Court

FROM: Josue Loyola

DATE: 10/24/2024

FISCAL IMPACT: False


BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
October 2024 Destruction .docx	Destruction List	Backup Material

October 2024 Destruction		
Surplus- Administration	Office Supplies/Furniture	3-piece Corner Desk
Surplus- Administration	Office Supplies/Furniture	10 office chairs
Surplus- Administration	Office Supplies/Furniture	8 stackable chairs
Surplus- Administration	Office Supplies/Furniture	4 half-moon shaped wall lights
Surplus- Administration	Office Supplies/Furniture	2 boxes of drapes
Surplus- Administration	Office Supplies/Furniture	24 tier lights
Surplus- Administration	Office Supplies/Furniture	small table
Surplus- Administration	Office Supplies/Furniture	small wooden cabinet
Surplus- Administration	Office Supplies/Furniture	two small tables
Surplus- Administration	Office Supplies/Furniture	32 in. Sony TV (non-functional
Surplus- Administration	Office Supplies/Furniture	Two SHARP VHS TVs
Surplus- Administration	Office Supplies/Furniture	3-piece metal mail drawer
Surplus- Administration	Office Supplies/Furniture	10 Chairs
Surplus- Administration	Office Supplies/Furniture	Typewriter
Surplus- Administration	Office Supplies/Furniture	3 Boxes of Misc. Office Supplies (CDs, Floppy Disk, ETC.)
Surplus- Administration	Office Supplies/Furniture	10 ft Bulletin Board
Surplus- Administration	Office Supplies/Furniture	4 ft metal shelf

Approved by Commissioner's Court on this 29 day of OCTOBER, 2024 by
 holding the position of COUNTY JUDGE



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Brazos County Sheriff's Office NUMBER:

DATE OF COURT MEETING: 10/29/2024

ITEM: Approval of one-time exception to the De minimis Employee Expenditures Policy by the Sheriff's Office to exceed the \$50.00 limit per employee for the purchase of service and performance awards in the form of plaques. Plaques are being purchased for the Sheriff's Office annual event and will not exceed \$100.00 per person.

TO: Commissioners Court

FROM: Regina Guzman

DATE: 10/14/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

Description

Type

No Attachments Available



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Brazos County Sheriff's Office NUMBER:

DATE OF COURT MEETING: 10/29/2024

ITEM: Approval of one-time exception to the De minimis Employee Expenditures Policy by the Sheriff's Office to exceed the \$50.00 limit per employee for the purchase of service and performance awards in the form of plaques. Plaques are being purchased for the Sheriff's Office annual event and will not exceed \$100.00 per person.

TO: Commissioners Court

FROM: Regina Guzman

DATE: 10/14/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

Description

Type

No Attachments Available

APPROVED

Duane Peters
County Judge

Date



**BRAZOS COUNTY
BRYAN, TEXAS**

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

DATE OF COURT MEETING: 10/29/2024

ITEM: Approval requested from Brazos County Sheriff's Office - Jail Medical Division for payment of \$3,460.00 to Dentrust Dental with FY 2025 funds. A Purchase Order was not obtained in advance.

TO: Commissioners Court

FROM: Chief Kevin Stuart, CJM

DATE: 10/23/2024

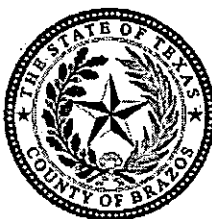
FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
Dentrust - Agenda Memo.pdf	Memo of request - Dentrust payment	Backup Material
2024-0918 Dentrust Invoice #BZTX019274.pdf	Dentrust Invoice	Backup Material
Dentrust 2024-2025-Payment Authorization Form.pdf	Payment Authorization form	Backup Material



**BRAZOS COUNTY
BRYAN, TEXAS**

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

DATE OF COURT MEETING: 10/29/2024

ITEM: Approval requested from Brazos County Sheriff's Office - Jail Medical Division for payment of \$3,460.00 to Dentrust Dental with FY 2025 funds. A Purchase Order was not obtained in advance.

TO: Commissioners Court

FROM: Chief Kevin Stuart, CJM

DATE: 10/23/2024

FISCAL IMPACT: False


BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
Dentrust_-_Agenda_Memo.pdf	Memo of request - Dentrust payment	Backup Material
2024-0918_Dentrust_Invoice_#BZTX019274.pdf	Dentrust Invoice	Backup Material
Dentrust_2024-2025-Payment_Authorization_Form.pdf	Payment Authorization form	Backup Material

APPROVED


Duane Peters
County Judge

10/29/24
Date



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

To: County Judge Duane Peters
Commissioner Steve Aldrich
Commissioner Chuck Konderla
Commissioner Nancy Berry
Commissioner Wanda Watson

From: Chief Deputy of Corrections Kevin Stuart

Date: October 23, 2024

Subject: Request for Payment of Unpaid Dentrust Invoice.

The Brazos County Sheriff's Office - Jail Medical Division is requesting payment of the unpaid Dentrust bill, which totals \$3,460.00. We would like to allocate this payment from the Fiscal Year 2025 budget.

Please note that a purchase order was not created for this invoice at the time of the expense.

Should you have any questions or concerns, please feel free to contact me.

Respectfully,

Kevin Stuart , CJM
Chief Deputy of Corrections
Brazos County Sheriff's Office
1835 Sandy Point Rd.
Bryan, TX 77840



Dentrust Dental

6097 Easton Road
Pipersville, PA 18947
(267)-927-5000 Fax (267)-927-5007

INVOICE

Invoice No: BZTX019274

September 18, 2024

To: BRAZOS COUNTY JAIL
1700 Hwy. 21 West
BRYAN, TX 77803-

Contact: LAURA COOK
Phone: 9793614997
Fax: 9793614999

Summary of Services:

BRAZOS COUNTY JAIL
INVOICE PERIOD: 9/1/2024 TO 9/30/2024

ADA #	Procedure	Quantity	Cost
0140	PROBLEM FOCUSED	15	\$675.00
0220	PERIAPICAL-FIRST FILM	15	\$375.00
7140	EXTRACTION, ERUPTED TOOTH OR EXPOSED RO	13	\$1,460.00
7210	SURGICAL EXTRACTION	1	\$135.00
7250	REMOVAL OF RESIDUAL ROOT TIP	6	\$750.00
X010	TRAVEL EXPENSE	1	\$65.00

Services Sub-Total: \$3,460.00

Adjustments: \$0.00

TOTAL DUE: \$3,460.00

Dentrust Dental

Invoice No: BZTX019274

6097 Easton Road
Pipersville, PA 18947
(267)-927-5000 Fax (267)-927-5007

Date: September 18, 2024
Facility: BRAZOS COUNTY JAIL
Billing Period: 9/1/2024 TO 9/30/2024

Facility #	ID	Patient Name	D.O.B.	S.S.N.	Sex
94750	224117	ALEXANDER,DILLON	3/24/1992		M
ADA #	Procedure Text	Tooth	Surface	Performed	Cost
0140	PROBLEM FOCUSED	-	-	9/12/2024	\$45.00
0220	PERIAPICAL-FIRST FILM	11	-	9/12/2024	\$25.00
7140	EXTRACTION, ERUPTED TOOTH OR EXPOSE	12	-	9/12/2024	\$110.00
7250	REMOVAL OF RESIDUAL ROOT TIP	11	-	9/12/2024	\$125.00
Sub-Total:					\$305.00
260970	CALHOUN,KEITH	1/3/1981			
ADA #	Procedure Text	Tooth	Surface	Performed	Cost
0140	PROBLEM FOCUSED	-	-	9/12/2024	\$45.00
0220	PERIAPICAL-FIRST FILM	13	-	9/12/2024	\$25.00
7250	REMOVAL OF RESIDUAL ROOT TIP	13	-	9/12/2024	\$125.00
7250	REMOVAL OF RESIDUAL ROOT TIP	14	-	9/12/2024	\$125.00
7250	REMOVAL OF RESIDUAL ROOT TIP	15	-	9/12/2024	\$125.00
Sub-Total:					\$445.00
101365	231219	CORNELIUS,JESSICA	11/18/1973		F
ADA #	Procedure Text	Tooth	Surface	Performed	Cost
0140	PROBLEM FOCUSED	-	-	9/12/2024	\$45.00
0220	PERIAPICAL-FIRST FILM	28	-	9/12/2024	\$25.00
7140	EXTRACTION, ERUPTED TOOTH OR EXPOSE	28	-	9/12/2024	\$110.00
Sub-Total:					\$180.00
260963	DOMINGUEZ,FRANCISCO	2/15/1998			
ADA #	Procedure Text	Tooth	Surface	Performed	Cost
0140	PROBLEM FOCUSED	-	-	9/12/2024	\$45.00
0220	PERIAPICAL-FIRST FILM	2	-	9/12/2024	\$25.00
7210	SURGICAL EXTRACTION	2	-	9/12/2024	\$135.00
7250	REMOVAL OF RESIDUAL ROOT TIP	3	-	9/12/2024	\$125.00
Sub-Total:					\$330.00
260972	ESCOBEDO,KADEN	10/5/2004			
ADA #	Procedure Text	Tooth	Surface	Performed	Cost
0140	PROBLEM FOCUSED	-	-	9/12/2024	\$45.00
0220	PERIAPICAL-FIRST FILM	32	-	9/12/2024	\$25.00
Sub-Total:					\$70.00

Dentrust Dental

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Date: September 18, 2024
Facility: BRAZOS COUNTY JAIL
Billing Period: 9/1/2024 TO 9/30/2024

<u>Facility #</u>	<u>ID</u>	<u>Patient Name</u>	<u>D.O.B.</u>	<u>S.S.N.</u>	<u>Sex</u>	
	260974	GALINDO,CHUNTY	9/1/1993			
	<u>ADA #</u>	<u>Procedure Text</u>	<u>Tooth</u>	<u>Surface</u>	<u>Performed</u>	<u>Cost</u>
	0140	PROBLEM FOCUSED	-	-	9/12/2024	\$45.00
	0220	PERIAPICAL-FIRST FILM	19	-	9/12/2024	\$25.00
	7140	EXTRACTION, ERUPTED TOOTH OR EXPOSE	20	-	9/12/2024	\$110.00
	7250	REMOVAL OF RESIDUAL ROOT TIP	19	-	9/12/2024	\$125.00
					Sub-Total:	\$305.00
	260965	GARZA,EDGAR	11/1/1994			
	<u>ADA #</u>	<u>Procedure Text</u>	<u>Tooth</u>	<u>Surface</u>	<u>Performed</u>	<u>Cost</u>
	0140	PROBLEM FOCUSED	-	-	9/12/2024	\$45.00
	0220	PERIAPICAL-FIRST FILM	17	-	9/12/2024	\$25.00
	7140	EXTRACTION, ERUPTED TOOTH OR EXPOSE	17	-	9/12/2024	\$125.00
					Sub-Total:	\$195.00
84017	254029	HARBER,JAMES	10/24/1965			
	<u>ADA #</u>	<u>Procedure Text</u>	<u>Tooth</u>	<u>Surface</u>	<u>Performed</u>	<u>Cost</u>
	0140	PROBLEM FOCUSED	-	-	9/12/2024	\$45.00
	0220	PERIAPICAL-FIRST FILM	14	-	9/12/2024	\$25.00
	7140	EXTRACTION, ERUPTED TOOTH OR EXPOSE	14	-	9/12/2024	\$110.00
					Sub-Total:	\$180.00
	260967	KESSEL,JASON	6/6/1982			
	<u>ADA #</u>	<u>Procedure Text</u>	<u>Tooth</u>	<u>Surface</u>	<u>Performed</u>	<u>Cost</u>
	0140	PROBLEM FOCUSED	-	-	9/12/2024	\$45.00
	0220	PERIAPICAL-FIRST FILM	19	-	9/12/2024	\$25.00
	7140	EXTRACTION, ERUPTED TOOTH OR EXPOSE	19	-	9/12/2024	\$110.00
					Sub-Total:	\$180.00
	260966	MONTANEZ,ISIDRO	9/2/1997			
	<u>ADA #</u>	<u>Procedure Text</u>	<u>Tooth</u>	<u>Surface</u>	<u>Performed</u>	<u>Cost</u>
	0140	PROBLEM FOCUSED	-	-	9/12/2024	\$45.00
	0220	PERIAPICAL-FIRST FILM	31	-	9/12/2024	\$25.00
	7140	EXTRACTION, ERUPTED TOOTH OR EXPOSE	31	-	9/12/2024	\$110.00
					Sub-Total:	\$180.00

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(267)-927-5000 Fax (267)-927-5007Date: September 18, 2024
Facility: BRAZOS COUNTY JAIL
Billing Period: 9/1/2024 TO 9/30/2024

Facility #	ID	Patient Name	D.O.B.	S.S.N.	Sex
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260969		POPE,WILLIE	10/23/1990		
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ADA #	Procedure Text	Tooth	Surface	Performed	Cost
0140	PROBLEM FOCUSED	-	-	9/12/2024	\$45.00
0220	PERIAPICAL-FIRST FILM	31	-	9/12/2024	\$25.00
7140	EXTRACTION, ERUPTED TOOTH OR EXPOSE	31	-	9/12/2024	\$110.00
7140	EXTRACTION, ERUPTED TOOTH OR EXPOSE	32	-	9/12/2024	\$125.00
Sub-Total:					\$305.00

260973		PUTZ,LAWRENCE	2/10/1998		
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ADA #	Procedure Text	Tooth	Surface	Performed	Cost
0140	PROBLEM FOCUSED	-	-	9/12/2024	\$45.00
0220	PERIAPICAL-FIRST FILM	19	-	9/12/2024	\$25.00
7140	EXTRACTION, ERUPTED TOOTH OR EXPOSE	19	-	9/12/2024	\$110.00
Sub-Total:					\$180.00

260971		RILEY,ANTHONY	2/6/1978		
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ADA #	Procedure Text	Tooth	Surface	Performed	Cost
0140	PROBLEM FOCUSED	-	-	9/12/2024	\$45.00
0220	PERIAPICAL-FIRST FILM	31	-	9/12/2024	\$25.00
7140	EXTRACTION, ERUPTED TOOTH OR EXPOSE	31	-	9/12/2024	\$110.00
Sub-Total:					\$180.00

260964		ROWLEY,CLAYTON	9/13/2000		
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ADA #	Procedure Text	Tooth	Surface	Performed	Cost
0140	PROBLEM FOCUSED	-	-	9/12/2024	\$45.00
0220	PERIAPICAL-FIRST FILM	31	-	9/12/2024	\$25.00
7140	EXTRACTION, ERUPTED TOOTH OR EXPOSE	31	-	9/12/2024	\$110.00
Sub-Total:					\$180.00

260968		SMITH,TRISTIN	12/25/1995		
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ADA #	Procedure Text	Tooth	Surface	Performed	Cost
0140	PROBLEM FOCUSED	-	-	9/12/2024	\$45.00
0220	PERIAPICAL-FIRST FILM	3	-	9/12/2024	\$25.00
7140	EXTRACTION, ERUPTED TOOTH OR EXPOSE	3	-	9/12/2024	\$110.00
Sub-Total:					\$180.00

77621		TRAVEL			
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ADA #	Procedure Text	Tooth	Surface	Performed	Cost
X010	TRAVEL EXPENSE	-	-	9/12/2024	\$65.00
Sub-Total:					\$65.00



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: CC2024 Texas Wildlife Damage Management - Field Agreement 2024-2025
NUMBER:

DATE OF COURT MEETING: 10/29/2024

ITEM: Approval requested from Road & Bridge for Renewal of the Field Agreement with Texas Wildlife Service Program (TWSP) for rodent and pest removal from various dam structures in Brazos County from October 1, 2024 - September 30, 2025.

TO: Commissioners Court

DATE: 10/21/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

[Field Agreement 2024-2025.pdf](#)

Description

Field Agreement 10/1/2024 - 9/30/2025

Type

Backup Material

FIELD AGREEMENT
Among
U.S. Department of Agriculture, Animal and Plant Health Inspection Service,
Wildlife Services
and
Texas A&M AgriLife Extension Service - Wildlife Services
and
Texas Wildlife Damage Management Association, Inc.
and

Brazos County Road and Bridge Dept.
Cooperator

In accordance with the terms of the Memorandum of Understanding between the United States Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Services; The Texas A&M University System, Texas A&M AgriLife Extension Services - Wildlife Services; and the Texas Wildlife Damage Management Association, Inc. (collectively known as the Texas Wildlife Services Program [TWSP]) a copy of which is on file at the State Office, San Antonio, Texas, this field agreement is intended to augment the wildlife damage management activities of the TWSP.

THEFORE, It Is Mutually Agreed That:

1. The cooperative wildlife damage management program conducted under the terms of this agreement shall be under direct supervision of the U.S. Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Services. A local representative of the TWSP will frequently consult with the Cooperator relative to the extent of the TWSP's participation in the plans and procedures that are necessary to best serve the interest of the parties hereto.
2. The Cooperator will provide funds to the Texas Wildlife Damage Management Fund for the employment of personnel, fringe benefits, payment of travel and other expenses as necessary to fulfill the mission of the cooperative program. The TWSP will contribute to the salary, travel costs, and all other necessary expenses to carry out an effective program.
3. The State Director of the TWSP or designated official will certify as to the accuracy of all claims to be paid by any party to this agreement and shall perform such other administrative functions as are agreed upon from time to time; provided, that no funds of the Cooperator will be transferred to any such employee working under the terms of this agreement.
4. Authority exists under the Animal Damage Control Act of March 2, 1931, (7 U.S.C. 426-426c, as amended) and the Rural Development, Agriculture, and Related Agencies Appropriations Act of 1988 (P.L. 100-202) for Wildlife Services to cooperate with states, individuals, public and private agencies, organizations, and institutions in the control of nuisance animals injurious to agriculture, horticulture, forestry, animal husbandry, wildlife, and public health and safety.
5. The TWSP will hold the Cooperator harmless from any liability arising from the negligent act or omission of an officer of a managing cooperative entity or employee acting within the scope of his/her employment to the extent compensation is available pursuant to the Federal Tort Claims Act (FTCA), 28 USC 2671 et. seq., except to the extent that aforesaid liability arises from the negligent acts or omissions of the Cooperator, their employees, agents, or subcontractor(s). Such relief shall be provided pursuant to the procedures set forth in the FTCA and applicable regulations.
6. Furs or other parts of monetary value taken from wild animals will be handled in accordance with the provision of Article 3 f. of the Memorandum of Understanding.
7. This agreement and any continuation thereof shall be contingent upon availability of funds. It is understood and agreed that any monies allocated for the purpose of this agreement shall be expended in accordance with its terms and in the manner prescribed by the fiscal regulations and/or administrative policies of the appropriate managing cooperative entity that is making the funds available.
8. This agreement shall continue in force and effect until superseded or terminated. Terms and service fees may be reviewed and revised periodically. It may be amended by mutual agreement by executing a corresponding field agreement. This agreement may be terminated by either party upon thirty (30) days written notice.

NOW, THEREFORE, Pursuant To Section 2 Above, It Is Mutually Agreed That:

1. The TWSP shall furnish supervision of the project and shall provide equipment and other supplies required in the operation of the project.
2. The Cooperator shall pay the Texas Wildlife Damage Management Fund for wildlife damage management services in the amount of \$250.00 per trapping session + \$100 monthly trip charge for the period: _____
(monthly, annually)

Oct 1, 2024 to September 30 2025 to be spent primarily for the purposes outlined herein:

Wildlife Damage Management Services

The Cooperator further agrees to make this payment to the Texas Wildlife Damage Management Fund promptly upon receipt of a monthly invoice for services provided. The TWSP will provide a report of the wildlife damage management activities. Failure of the Cooperator to make this contribution within thirty (30) days after receipt of this invoice will, at the option of the TWSP, terminate the agreement at the end of the period.

IN WITNESS WHEREOF, the duly authorized officers of the parties hereto have executed this agreement on the dates opposite their respective signatures.

OCTOBER 29 2024

By [Signature]
Cooperator

By _____
District Supervisor

By _____
State Director

FIELD AGREEMENT

Among
U.S. Department of Agriculture, Animal and Plant Health Inspection Service,
Wildlife Services
and
Texas A&M AgriLife Extension Service - Wildlife Services
and
Texas Wildlife Damage Management Association, Inc.
and

Brazos County Road and Bridge Dept.
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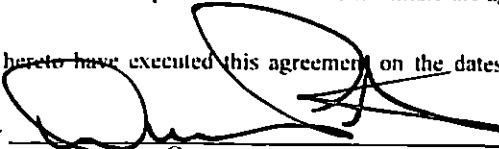
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OCTOBER 29 2024

By 
Cooperator

By _____
District Supervisor

By _____
State Director

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U.S. Department of Agriculture, Animal and Plant Health Inspection Service,
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OCTOBER 29, 2024

By  _____
Cooperator

By _____
District Supervisor

By _____
State Director

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U.S. Department of Agriculture, Animal and Plant Health Inspection Service,
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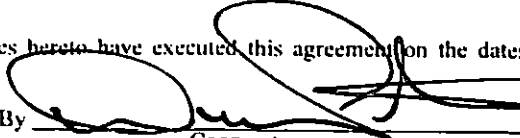
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OCTOBER 29, 2024

By 
Cooperator

By _____
District Supervisor

By _____
State Director



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Purchasing NUMBER:

DATE OF COURT MEETING: 10/29/2024

ITEM: Approval of Change Order #1 to CIP #24-619 Tax Office & AgriLife Site Drainage Improvements with Norman Construction, in the amount of \$152,567.20, for additional labor and materials.

TO: Commissioners Court

FROM: Presley Nelson

DATE: 10/24/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
Fully Executed Contract - Norman Construction Services LLC.pdf	Original Contract	Backup Material
Change Order #1.pdf	Change Order #1	Backup Material

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

RFP # CIP 24-619

BRAZOS COUNTY, TEXAS

TABLE OF ARTICLES

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AGREEMENT FOR CONSTRUCTION OF BRAZOS COUNTY ROADWAY

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

ARTICLE 1 **GENERAL PROVISIONS**

1.1. BASIC DEFINITIONS

1.1.1 THE COMPLETE CONTRACT DOCUMENTS: The complete Contract Documents ("Contract Documents") consist of the Agreement between Owner and Contractor (hereinafter the "Agreement"), Conditions of the Contract (General, Supplementary and other Conditions), all documents included in **RFP # CIP 24-619** and the Drawings, Project Manual and Bid Specifications, as well as Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract.

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

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

1.1.3 THE WORK: The term "Work" means the construction and services required by the Contract, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project. Although not indicated, "Work" includes providing supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure, complete and functional installation.

1.1.4 THE PROJECT: The Project is to improve site drainage of the **TAX OFFICE & AGRILIFE BUILDING** in Brazos County, Texas as specified in the Contract Documents. The Project may include construction by the Owner or by separate contractors.

1.1.4.1 SUMMARY OF THE WORK: This project involves removal, disposal and replacement of

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

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

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

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

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

- .1 **Provide:** shall be understood to mean: "Furnishing of all labor, materials, equipment, transportation and services referred to and installation of the materials, equipment and other items referred to, all in compliance with the requirement of the Contract Documents and applicable Federal, State and local laws and ordinances as well as requirements of Federal, State and local authorities having jurisdiction at the site of the Work."
- .2 **Required:** shall be understood to refer to the requirements of the contract Documents unless its use in a sentence clearly implies a different interpretation.
- .3 Where "**as shown,**" "**as indicated,**" "**as noted,**" and similar terms are used, it shall be understood that reference to the Contract Drawings is made, unless their use in a sentence clearly implies a different interpretation.
- .4 Where the terms "**Plans**" or "**Drawings**" are used, they shall be understood to include drawings, details and schedules as applicable.
- .5 **Construction Time:** the number of calendar days required to perform the work. Refer to Sections 8.1.1 and 8.1.2.
- .6 **Day:** A calendar day beginning and ending at 12:00 midnight.
- .7 **Equal; approved equal; Engineer approved; acceptable; approved; satisfactory; required; directed; instructed:** Such terms and related phrases shall relate to the opinions and interpretations of the Contract Documents by the Engineer, unless otherwise stated, and shall be limited in authority and responsibility as defined under this Agreement and the contract between the Engineer and Owner.
- .8 **Date of Final Completion:** The date when Engineer and Owner find all the work of the Contract documents acceptable and the Contract fully performed.
- .9 **Occurrence:** Is defined as follows for purpose of insurance – An event which occurs during the policy period, or a continuous or repeated exposure to conditions which result, during the policy period in bodily injury, sickness or disease, or injury to or destruction of property, excluding injuries or deaths of one

or more persons or organizations, including the loss of use thereof, resulting from a common cause or from exposure to substantially the same general condition existing at or emanating from each location shall be deemed to result from one occurrence.

- .10 **Not-In-Contract (N.I.C.):** Work not included in this Contract.
- .11 **And/or:** Shall mean both "and" and "or" and shall be enforceable by Owner when read in either manner.
- .12 **General Contractor:** Same as Contractor.
- .13 **Material Man; Material Supplier:** Anyone that supplies material only and does not perform any labor at the site of the work.
- .14 **Timely Change:** A change in the work that can be arranged before the particular item of work has required the expenditure of any non-recoverable costs by the Contractor and/or subcontractors.
- .15 **Late Change:** A change in the work that cannot be performed before the particular item of work that requires the expenditure of some non-recoverable cost after shop drawings, samples and/or schedules related to the change have been reviewed and found acceptable.
- .16 **Prompt:** Promptly and similar terms shall be held to refer to a time period of not less one week or more than two weeks.
- .17 **Addendum:** A change to the Construction Documents (General Documents, Specifications and Drawings) issued prior to the execution of the Agreement.
- .18 **Agreement/Contract:** Agreement/Contract means the same and are used interchangeably throughout this document. This Agreement/Contract is the signed agreement between Owner and Contractor for the performance of the Work.
- .19 **Critical Path:** The project's tasks that will cause the project end date to be delayed if they are delayed. The word "critical" does not imply how important a task is; a task is critical solely because it must occur as scheduled for the project to finish on time.
- .20 **Furnish:** Unless specifically limited in context, the word "furnish" and any derivatives thereof mean: deliver indicated items, materials, equipment, apparatus, appurtenances and all items necessary for a complete and proper installation to Project site and stored in secure locations.
- .21 **Install:** "Install" and any derivatives thereof mean; incorporated indicated items, materials, equipment, apparatus, appurtenances and all items necessary for the Work including all necessary labor, materials and connections to perform a properly and complete installation ready for operation of use, including but not limited to unpacking and assembly, if necessary.
- .22 **The Contractor Shall:** In the interest of conciseness; sentences, statements and clauses may be verb phrases with expressed verbs such as "furnish," "install," "provide," "construct," "erect," "comply," "apply," "submit," etc. Any such sentences, statements and clauses are to be interpreted to include the applicable form of the phrase "the Contract shall" preceding the expressed verb, with the

requirements described interpreted as mandatory elements of the Contract.

- .23 Evaluation:** "Evaluation" and any derivative thereof, as used in reference to Engineer mean; to become generally familiar with the progress and quality of the portion of Work completed to determine in general if it is being performed in a manner indicating that the Work when completed may be occupied or utilized by the Owner for its intended use. Such evaluations shall be based on what is plainly visible at the construction site during periodic visits to the Project, and without the removal of material or other Work that is in place.
- .24 Inspect:** "Inspect" and any derivative thereof, as used in reference to the Engineer shall mean; Type of evaluation that a reasonably prudent Engineer, in the exercise of ordinary care, would make to determine if the Work is in general accordance with the Contract Documents; they are not "inspections" as would necessarily disclose a defect.
- .25 See:** In the interest of conciseness, references to specification sections and details are preceded by the word "see." Any such references are to be interpreted to include applicable form of phrase "...and comply with."

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

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

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

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

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

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

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

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

1.2.7 Enumeration of Items: Lists of "work included," "work excluded" and "description of the

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

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

1.3 CAPITALIZATION

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

1.4 INTERPRETATION

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

1.5 EXECUTION OF CONTRACT DOCUMENTS

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

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

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

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

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

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

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

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

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

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

ARTICLE 2 **OWNER**

2.1 DEFINITION

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

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

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

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

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

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

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

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

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

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

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

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

2.4.3 The Owner reserves the right to:

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

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

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

ARTICLE 3 **CONTRACTOR**

3.1 GENERAL

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

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

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

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS

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

3.2.2 Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the Engineer, but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless

otherwise specifically provided in the Contract Documents. The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes and rules and regulations, unless they bear upon construction means, methods, techniques or safety and health precautions, but the Contractor shall promptly report to Engineer any nonconformity discovered by or made known to the Contractor as a Request For Information (RFI) in such form as the Engineer may require.

3.2.3 If the Contractor believes that additional cost or time is involved because of clarifications, interpretations or instructions issued by the Engineer in response to the Contractor's notices or requests for information pursuant to Subparagraphs 3.2.1 and 3.2.2, the Contractor shall make Claims as provided in Subparagraphs 4.3.6 and 4.3.7. If the Contractor fails to perform the obligations of Subparagraphs 3.2.1 and 3.2.2, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. The Contractor shall not be liable to the Owner or Engineer for damages resulting from errors, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Documents unless the Contractor recognized such error, inconsistency, omission or difference and knowingly failed to report it to the Engineer.

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

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

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

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

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

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

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

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

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

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

3.3.7 Layout/grades will be per plans.

3.4 LABOR AND MATERIALS

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

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

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

3.5 WARRANTY

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

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

3.5.3 Work Covered by Warranty: Contractor's warranty shall cover all work under the

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

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

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

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

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

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

3.6 TAXES

3.6.1 Although Owner is a tax-exempt unit of local government, the Contractor shall pay all sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor which may not be within Owner's exemption that are legally enacted when Contractor's bids were received or negotiations between Owner and Contractor were concluded, whether or not yet effective or merely scheduled to go into effect.

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

3.7 PERMITS, FEES AND NOTICES

3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after

execution of the Contract and which are legally required when bids are received or negotiations concluded.

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

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

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

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

3.8 ALLOWANCES

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

3.8.2 Unless otherwise provided in the Contract Documents:

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

3.8.3 Contingency Allowance is established as \$75,000.00 and shall be processed pursuant to the Specifications.

3.9 SUPERINTENDENT

3.9.1 The Contractor shall employ a competent superintendent.

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

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

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

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

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

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

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

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

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

3.11 DOCUMENTS AND SAMPLES AT THE SITE

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

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

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

3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Engineer; Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Engineer without action.

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

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

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

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

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

3.12.10 The Contractor shall not be required to provide professional services which constitute the practice of Engineer or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to

provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Engineer will specify performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Engineer. The Owner and the Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided the Owner and Engineer have specified to the Contractor appropriate performance and design criteria that such services must satisfy. Pursuant to this Subparagraph 3.12.10, the Engineer will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

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

3.13 USE OF SITE

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

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

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

3.14 CUTTING AND PATCHING

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

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

3.15 CLEANING UP

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

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

3.16 ACCESS TO WORK

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

3.17 ROYALTIES AND PATENTS

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

3.18 INDEMNIFICATION

3.18.1 TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE OWNER, ITS ELECTED OFFICIALS, APPOINTED OFFICIALS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES, ENGINEER, ENGINEER'S CONSULTANTS (COLLECTIVELY REFERRED TO AS THE "INDEMNITEES") FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, DAMAGES, LOSSES, COSTS, AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES, ARISING OUT OF, RESULTING FROM, OR OCCURRING IN CONNECTION WITH THE PERFORMANCE OF THE WORK PROVIDED THAT SUCH CLAIM, LIABILITY, DAMAGES, LOSS, COSTS OR EXPENSE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE, OR DEATH OR TO INJURY TO, OR DESTRUCTION OF, TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF), INCLUDING THE LOSS OF USE THEREOF IN ANY WAY OCCURRING, INCIDENT TO, ARISING OUT OF OR IN CONNECTION WITH: (A) A BREACH OF THE WARRANTIES PROVIDED BY THE CONTRACTOR; (B) THE WORK PERFORMED OR TO BE PERFORMED BY THE CONTRACTOR, ITS CONTRACTORS, SUB-CONTRACTORS, SUB-SUB-CONTRACTORS, AND SUPPLIERS, AND THEIR EMPLOYEES AND AGENTS; (C) ANY NEGLIGENT ACTION AND/OR OMISSION OF THE INDEMNITEES RELATED IN ANY WAY TO THE PROJECT WHETHER THE INDEMNITEES ARE NEGLIGENT IN WHOLE OR IN PART, AND EVEN WHEN THE LOSS IS CAUSED BY THE SOLE FAULT OR NEGLIGENCE (INCLUDING ACTS OR OMISSIONS THAT ARE CHARACTERIZED AS NEGLIGENCE PER SE, NEGLIGENCE PREMISED ON STRICT LIABILITY, OR ANY OTHER TYPE OF NEGLIGENCE) OF THE INDEMNITEES; OR (D) ANY FINES, PENALTIES, DAMAGES (INCLUDING PUNITIVE), LIABILITIES, COSTS AND EXPENSES IN CONNECTION WITH: (1) A VIOLATION OF ANY LAW, STATUTE, RULE, ORDINANCE, CODE OR OTHER REQUIREMENT OF PUBLIC AUTHORITIES; (2) MEANS, METHODS, PROCEDURES OR SEQUENCES OF EXECUTION OR PERFORMANCE OF THE WORK; AND (3) FAILURE TO SECURE AND PAY FOR PERMITS, FEES, APPROVALS, LICENSES AND INSPECTIONS FOR WHICH THE CONTRACTOR IS RESPONSIBLE UNDER THE CONTRACT DOCUMENTS. THE CONTRACTOR'S INDEMNITY OBLIGATION HEREIN SHALL NOT BE CONSTRUED TO NEGATE, ABRIDGE OR REDUCE OTHER RIGHTS OR OBLIGATIONS OF INDEMNITY THAT WOULD OTHERWISE EXIST AS TO A PARTY OR PERSON DESCRIBED IN THIS SECTION 3.18. THE SCOPE AND EXTENT OF THIS INDEMNITY SHALL NOT BE LIMITED BY THE AVAILABILITY OF COVERAGE UNDER THE CONTRACTOR'S INSURANCE AND SHALL NOT LIMIT INDEMNITEES' OTHER LEGAL REMEDIES AGAINST CONTRACTOR OR ANY OTHER PERSON OR ENTITY. THIS INDEMNIFICATION PROVISION SHALL SURVIVE TERMINATION OF THE CONTRACT.

3.18.2 In claims against any person or entity indemnified under Paragraph 3.18 by an employee

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

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

3.19 ADDITIONAL REQUIREMENTS

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

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

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

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

3.19.5 Contractor shall provide acceptable access facilities to the Work for the Owner, Engineer, and all local, State and Federal authorities having jurisdiction. All access facilities shall be made safe and reasonably convenient.

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

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

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

ARTICLE 4 **ADMINISTRATION OF THE CONTRACT**

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

Day 0: Contractors receipt of Notice to Proceed

Submittals, as needed, to be provided within a reasonable time.

Day 60: Contractor attains Substantial Completion

Day 90: Contractor attains Final Completion

4.1 ENGINEER

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

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

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

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

4.2 ENGINEER'S ADMINISTRATION OF THE CONTRACT

4.2.1 The Engineer, acting in consultation with Owner's representative, will provide administration of the Contract as described in the Contract Documents: (1) during construction; (2) until final payment is due, and (3) with the Owner's concurrence, from time to time during the correction period described in Paragraph 12.2. The Engineer will advise and consult with the Owner. The Engineer will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified by written instrument in accordance with other provisions of the Contract; however, such authority shall not be considered or construed as creating a fiduciary relationship between the Engineer and Owner.

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

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

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

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

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

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

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

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

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

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

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

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

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

4.3 CLAIMS AND DISPUTES

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

4.3.1.1 Claims must contain following:

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

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

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

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

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

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

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

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

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

4.3.8 Claims for Additional Time

4.3.8.1 If the Contractor wishes to make Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall demonstrate that the task is on the critical path and identify the new completion date. In the case of a continuing delay, only one Claim is necessary.

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

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

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

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

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

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

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

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

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

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

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

4.4 RESOLUTION OF CLAIMS AND DISPUTES

4.4.1 Decision of Engineer:

Claims, including those alleging an error or omission by the Engineer but excluding those arising under Paragraphs 10.3 through 10.5, shall be referred initially to the Engineer for decision. An initial decision by the Engineer shall be required as a condition precedent to mediation, arbitration (if allowed) or litigation of all Claims between the Contractor and Owner arising prior to the date final payment is due, unless thirty (30) days have passed after the Claim

has been referred to the Engineer with no decision having been rendered by the Engineer. The Engineer will not decide disputes between the Contractor and persons or entities other than the Owner.

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

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

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

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

ARTICLE 5 **SUBCONTRACTORS**

5.1 DEFINITIONS

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

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

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

be routed through Contractor.

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

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

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

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

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

5.3 SUBCONTRACTUAL RELATIONS.

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

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

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

5.3.3 Nothing in Contract Documents creates any contractual relationship between any Subcontractor or Sub-subcontractor, or other levels of contractors and subcontractors, and Owner

or Engineer, except for provisions in paragraph 5.4.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

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

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

5.4.3 Contractor will provide copies of its subcontracts, agreements and current information on status of its accounts, upon demand by Owner.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

6.1.1 Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces and to award separate contracts in connection with other portions of the Project or other construction or 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 or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

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

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

6.2 MUTUAL RESPONSIBILITY

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

6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding

with that portion of the Work, promptly report to the Engineer apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor to report shall constitute an acknowledgment that the Owner's or separate Contractors' completed, or partially completed construction, is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

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

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

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

6.3 OWNER'S RIGHT TO CLEAN UP

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

ARTICLE 7 **CHANGES IN THE WORK**

7.1 CHANGES

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

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

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

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

7.2 CHANGE ORDERS

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

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

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

7.3 CONSTRUCTION CHANGE DIRECTIVES

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

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

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

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

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

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

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

- .1 costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' or workmen's compensation insurance;
- .2 costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work;
- .5 additional costs of supervision and field office personnel directly attributable to the change; and
- .6 the maximum allowance for overhead and profit combined included in the total cost to Owner shall be based on the following schedule:
 - A. for Contractor, for any work performed by his own forces, 15% of the cost;

- B. for each subcontractor involved, work performed by his own forces, 10% of the cost;
- C. for Contractor, for work performed by his subcontractor, 5% of the amount due the subcontractor.

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

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

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

7.4 MINOR CHANGES IN THE WORK

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

ARTICLE 8 **TIME**

8.1 DEFINITIONS

8.1.1 The Contractor shall achieve substantial completion of the Work not later than sixty (60) calendar days from the date of commencement, subject to adjustments of the time for completion as provided in this Agreement.

8.1.2 The date of commencement of the Work shall be effective upon the final approval of the Agreement, receipt of performance and payment bonds and receipt by the Contractor of the written notice to proceed from either the Owner or the Engineer.

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

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

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

8.1.6 The term "free slack time" as used in the Contract Documents shall mean the amount of

time a task can be delayed without delaying another task.

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

8.2 PROGRESS AND COMPLETION

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

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

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

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

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

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

- .1 increase number of working hours per shift, shifts per working days, working days per week, or amount of construction equipment, or any combination of foregoing which will substantially eliminate backlog of Work, and put Project back on schedule, and/or,
- .2 increase construction manpower in such quantity as will substantially eliminate backlog of Work, and put Project back on schedule, and/or,
- .3 reschedule activities to achieve maximum practical concurrency of accomplishment of activities, and put Project back on schedule.

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

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

8.3 DELAYS AND EXTENSION OF TIME

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

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

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

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

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

8.3.4 Owner's exercise of any of its rights under "**ARTICLE 7 - CHANGES IN THE WORK,**" regardless of the extent of number of such changes, or requirement of correction or re-execution of defective work, or extent of number of Engineer's interpretations or clarifications of the Contract Documents, shall not, under any circumstances, be construed as neglect or intentional interference with Contractor's performance of the Work.

ARTICLE 9 **PAYMENTS AND COMPLETION**

9.1 CONTRACT SUM

9.1.1 The Contract Sum is **SIX HUNDRED, SEVENTY TWO THOUSAND, THREE HUNDRED, EIGHTY DOLLARS AND SEVENTY FIVE CENTS (\$672,380.75)** and, subject to authorized adjustments as provided in this Agreement, is the total amount payable by the Owner to the Contractor for performance of the Work.

9.2 SCHEDULE OF VALUES

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

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

9.3 APPLICATIONS FOR PAYMENT

9.3.1 Unless otherwise provided in the Contract Documents; at least twenty (20) days before

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

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

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

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

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

9.4 CERTIFICATES FOR PAYMENT

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

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

copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the contractor has used money previously paid on account of the Contract Sum.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

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

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

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

9.6 PROGRESS PAYMENTS

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

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

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

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

9.6.3 The Engineer will, on request, furnish to a Sub-contractor, if practicable, information

regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Engineer on account of portions of the Work done by such Sub-contractor.

9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven (7) days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Engineer shall have an obligation to pay, or to see to the payment of money, to a Subcontractor except as may otherwise be required by law.

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

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

9.7 FAILURE OF PAYMENT

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

9.8 SUBSTANTIAL COMPLETION

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

9.8.2 Unless otherwise provided in the Contract Documents, when the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall thoroughly inspect the Work and prepare and submit to the Engineer a comprehensive list of items to be completed or corrected, Contractor's Notice of Substantial Completion, and a written request for Engineer's review of the Work. The Contractor shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Upon approval of Substantial Completion by Brazos County, Contractor has thirty (30) days to reach Final Completion of the Work. If the Contractor does not achieve Final Completion within thirty (30) days after Substantial Completion, Contractor shall be subject to additional Liquidated Damages as set forth under paragraph 9.11 herein.

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

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

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

9.9 PARTIAL OCCUPANCY OR USE

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

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

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

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1 Unless otherwise provided in the Contract Documents; the Contractor shall inspect the Work to determine that it is sufficiently complete in accordance with the Contract Documents and the Contract is fully performed. Upon receipt of Contractor's Notice of Final Completion written notice certifying that the Work is sufficiently complete in accordance with the Contract Documents, that the Contract is fully performed, that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Engineer and Owner will in a reasonable time, make such inspection and when the Engineer and Owner finds the Work acceptable under the Contract Documents and the Contract sufficiently performed, the Engineer will promptly issue a final Certificate for Payment stating that to the best of the Engineer's knowledge, information and belief, and on the basis of the Engineer's and Owner's on-site visits and inspections, the Work has been sufficiently completed in accordance with terms and conditions of the Contract Documents. The Engineer's final Certificate for Payment will constitute a further representation that conditions listed in Subparagraph 9.10.2 as precedent to the

Contractor's being entitled to final payment have been fulfilled. However, 95% of the contract amount will be due and payable to Contractor as noted in said final Certificate, with the remaining 5% retainage due and payable to the Contractor within thirty (30) days after acceptance of the Work by the Owner.

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

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

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

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

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

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

9.11 LIQUIDATED DAMAGES

9.11.1 Liquidated damages will be two hundred fifty dollars (\$250.00) per day if work is not completed on time (final completion), excluding any weather days.

ARTICLE 10
PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY AND HEALTH PRECAUTIONS AND PROGRAMS

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

10.2 SAFETY OF PERSONS AND PROPERTY

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

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

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

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

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

10.2.4.1 Use or storage of explosives is prohibited.

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

10.2.6 The Contractor shall designate a responsible, properly trained and qualified member or

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

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

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

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

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

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

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

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

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

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

10.3 HAZARDOUS MATERIALS OR SUBSTANCES

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

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

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

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

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

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

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

10.4 EMERGENCIES

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

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

ARTICLE 11 **INSURANCE AND BONDS**

11.1 CONTRACTOR'S LIABILITY INSURANCE

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

- .1 claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- .2 claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 claims for damages because of bodily injury, sickness, disease or death of any person other than the Contractor's employees or persons or entities excluded by statute from requirements of Subparagraph 11.1.1.1, but required by Contract Documents to provide insurance required by that Subparagraph;
- .4 claims for damages insured by usual personal injury liability coverage which are sustained by: (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor; or (2) by another person;
- .5 claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;
- .6 claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 claims for bodily injury or property damage arising out of completed operations;
- .8 claims involving contractual liability insurance applicable to the Contractor's obligations under Paragraph 3.18.
- .9 Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:
 - (1) Premises Operations (including X, C and U coverages as applicable).
 - (2) Independent Contractors' Protective.
 - (3) Products and Completed Operations.
 - (4) Personal Injury Liability with Employment Exclusion deleted.
 - (5) Contractual, including specified provision for Contractor's obligations under Paragraph 3.18.
 - (6) Owned, non-owned and hired motor vehicles.
 - (7) Broad Form Property Damage including Completed Operations.
- .10 If General Liability coverages are provided by a Commercial General Liability Policy on a claims-made basis, the policy date or Retroactive Date shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment, certified in accordance with Subparagraph 9.10.2.

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

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

1. Workers' Compensation:
 - (a) State: **Texas Statutory**
 - (b) Applicable Federal (e.g., Longshoremen harbor work, Work at or outside U.S. Boundaries):
Statutory: Not Applicable
 - (c) Maritime: **Not Applicable**
 - (d) Employer's Liability: **\$ 500,000** each accident
\$ 500,000 disease, policy limit
\$ 500,000 disease, each employee
 - (e) Benefits required by union labor contracts: **As Applicable**
 - (f) "Texas Waiver of Our Right to Recover From Others Endorsement" shall be included in this policy. (Waiver of Subrogation)

2. Comprehensive or Commercial General Liability (including Premises-Operations; Independent Contractors' Protective: Products and Completed Operations; Broad Form Property Damage):
 - (a) Bodily Injury: **\$ 1,000,000** each occurrence
\$ 1,000,000 aggregate
 - (b) Property Damage: **\$ 1,000,000** each occurrence
\$ 1,000,000 aggregate
 - (c) Property Damage Liability Insurance shall include coverage for the following hazards:
 - 1) X (Explosion).
 - 2) C (Collapse).
 - 3) U (Underground).
 - (d) Broad Form Property Coverage shall include Completed Operations.
 - (e) "Texas Waiver of Our Right to Recover From Others Endorsement" shall be included in this policy. (Waiver of Subrogation)

3. Contractual Liability:
 - (a) Bodily Injury: **\$ 1,000,000** each occurrence
 - (b) Property Damage: **\$ 1,000,000** each occurrence
\$ 2,000,000 aggregate

4. Personal Injury with Employment Exclusion deleted: **\$ 1,000,000** aggregate

5. If the General Liability coverages are provided by a Commercial Liability policy, the:
 - (a) General Aggregate shall be not less than **\$ 2,000,000** and it shall apply, in total, to this Project only.
 - (b) Fire Damage Limit shall be not less than **\$ 100,000** on any one Fire.
 - (c) Medical Expense Limit shall be not less than **\$ 10,000** on any one person.
 - (d) "Texas Waiver of Our Right to Recover From Others Endorsement" shall be included in this policy. (Waiver of Subrogation)

6. Umbrella Excess Liability: **\$ 2,000,000** over primary insurance
\$ 10,000 retention for self-insured hazards each occurrence

7. Business Auto Liability (including owned, non-owned and hired vehicles):
 - (a) Bodily Injury: **\$ 500,000** each person
\$ 1,000,000 each accident
 - (b) Property Damage: **\$ 500,000** each occurrence
 - (c) "Texas Waiver of Our Right to Recover From Others Endorsement" shall be included in this policy. (Waiver of Subrogation)

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

11.1.3 Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificates and the insurance policies required by this Paragraph 11.1 shall contain a provision that coverage afforded under the policies will not be canceled, or allowed to expire, until at least thirty (30) days prior written notice has been given to the Owner. If any of the foregoing insurance coverage are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Subparagraph 9.10.2. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief. Not later than ten (10) days from award of bid, Contractor shall deliver to the Owner, copies of the insurance certificate in accordance with the above requirements naming Owner as additional insured.

11.2 OWNER'S LIABILITY INSURANCE:

11.2.1 The Owner reserves the right to be self-insured for any and all insurance of any kind, type, or nature required by the Contract Documents.

11.2.1.1 Contractor shall purchase and maintain insurance covering Owner's contingent liability for claims which may arise from operations under the Contract.

- .1 Bodily Injury:
\$ 1,000,000 each occurrence
\$ 1,000,000 aggregate
- .2 Property Damage:
\$ 1,000,000 each occurrence
\$ 1,000,000 aggregate

11.3 PROPERTY INSURANCE

11.3.1 The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus Engineer fees, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Paragraph 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Paragraph 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project. The form of policy for this coverage shall be (Completed Value) (Reporting), in the names of the Owner, Contractor, Subcontractors and Sub-subcontractors as their interests may appear in amount equal to contract sum for the Work. If Owner is damaged by failure of Contractor to maintain such insurance, then Contractor shall bear all reasonable costs properly attributable thereto.

11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements and shall cover reasonable compensation for Engineer's and Contractor's services and expenses required as a result of such insured loss.

11.3.2 Loss of Use Insurance. The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused.

11.3.3 If the Contractor requests in writing that insurance for risks other than those described herein or for other special hazards be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

11.4 PERFORMANCE BOND AND PAYMENT BOND

11.4.1 Not later than ten (10) days from and after the date on which the award of the bid is made by the Owner, Contractor shall execute, as Principal, bonds joined in by a Surety Company of the Contractor's choice, generally referred to as a "Performance Bond" and a "Payment Bond," each in a penal sum equal to 100% of the Contract Sum. The Bonds shall be on the form provided by Owner and shall be compatible with provisions of governing authorities. Contractor shall file bonds with the Owner.

11.4.2 Surety Company executing bonds shall be acceptable to Owner and shall be authorized to do business in the State of Texas.

11.4.3 Surety Company shall list the address and phone number of the home office of its' principal place of business. Surety shall also provide the name, address and phone number of the local Agent issuing the bonds.

11.4.4 Contractor shall require attorney-in-fact who executes required bonds on behalf of surety to affix thereto a certified and current copy of power of attorney.

11.4.5 Contractor shall deliver required bonds to Owner not later than three (3) days following the date the Agreement is entered into, or if Work is to be commenced prior thereto in response to a letter of intent, Contractor shall, prior to commencement of Work, submit evidence satisfactory to Owner that such bonds will be furnished.

11.4.6 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

11.4.7 Contractor shall keep surety informed of progress of Work and where necessary, obtain surety's consent to, or waiver of: (1) notice of changes in the Work; (2) request for reduction or release of retention; (3) request for final payment; and (4) any other information required by surety.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.1 If a portion of the Work is covered contrary to the Engineer's, Owner's or governing authority's request or to requirements specifically expressed in the Contract Documents, it must,

if requested in writing by the Engineer, be uncovered for the Engineer's, Owner's or governing authority's examination and be replaced at the Contractor's expense without change in the Contract Time.

12.1.2 If a portion of the Work has been covered which the Engineer, Owner or governing authority has not specifically requested to examine prior to its being covered, the Engineer, Owner or governing authority may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such cost and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

12.2 CORRECTION OF WORK

12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

12.2.1.1 The Contractor shall promptly correct Work rejected by the Engineer, Owner or governing authority or failing to conform to the requirements of the Contract Documents, whether observed before, or after, Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear costs of correcting such rejected Work, including additional testing and inspections and compensation for the Engineer's services and expenses made necessary thereby.

12.2.2 AFTER SUBSTANTIAL COMPLETION

12.2.2.1 In addition to the Contractor's obligation under Paragraph 3.5, if, within one (1) year after the date of Substantial Completion of the Work, or designated portion thereof, or after the date for commencement of warranties established under Subparagraph 9.9.1, or by terms of an applicable special warranty required by the Contract Document, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This period of one (1) year shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. This obligation under this paragraph 12.2.2 shall survive acceptance of the Work under the Contract and termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

12.2.2.2 The one (1) year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

12.2.2.3 The one (1) year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Paragraph 12.2.

12.2.2.4 Upon request of Owner and prior to expiration of one (1) year from date of Substantial Completion, Engineer may conduct, and Contractor shall attend, a meeting with Owner to review facility operations and performance.

12.2.3 The Contractor shall remove from the site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

12.2.4 The Contractor shall bear the cost of correcting destroyed, or damaged, construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.

12.2.5 Nothing contained in this Paragraph 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one (1) year period for correction of Work as described in Subparagraph 12.2.2 relates only to the specific obligation of the Contractor to correct the Work and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

12.3 ACCEPTANCE OF NONCONFORMING WORK

12.3.1 If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Contractor shall bear all direct, indirect and consequential costs attributable to Owner's evaluation of and determination to accept such defective or nonconforming Work (such costs to include but not limited to fees and charges of Engineers, engineers, testing agencies, consultants, attorneys and other professionals). Such adjustment shall be effected whether or not final payment has been made. If any such acceptance occurs prior to final payment, Owner shall be entitled to an appropriate decrease in the Contract Sum. If the acceptance occurs after final payment, an appropriate amount will be paid by the Contractor to the Owner.

ARTICLE 13 MISCELLANEOUS PROVISIONS

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

13.2 SUCCESSORS AND ASSIGNS

13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

13.2.2 The Owner may, without consent of the Contractor, assign the Contract to lender providing construction financing for the Project. If the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

13.2.3 Contractor shall not assign any monies due or to become due hereunder without written consent of Owner and of Contractor's Surety. The Contractor shall file a copy of such consent of Surety, together with copy of assignment with Owner and Engineer. In case Contractor assigns all or any part of any monies due or to become due under this Contract, instrument of assignment must contain a clause substantially to effect that it is agreed that right of assignees in and to any monies due or to become due to Contractor shall be subject to prior liens and claims of all persons, firms and corporations for services rendered; for payment of all laborers and mechanics

for labor performed; for payment for all materials and equipment furnished and payment for all materials and equipment used or rented in performance of the Work called for in Contract; and for payment of any liens, claims, or amounts due to governments or any of their funds.

13.3 WRITTEN NOTICE: Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered or sent by registered or certified mail or by courier service providing proof of delivery to the last business address known to the party giving notice.

13.4 RIGHTS AND REMEDIES

13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available there under shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

13.4.2 No action or failure to act by the Owner, Engineer or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

13.5 TESTS AND INSPECTIONS

13.5.1 Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the County shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the testing agency, Project inspector (if any), public authorities and (if requested), Engineer timely notice of when and where tests and inspections are to be made so that they may observe such procedures. The Owner shall bear costs of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded.

13.5.2 If the Engineer, Owner, Project inspector (if any), or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Subparagraph 13.5.1, the Project inspector (if any), or Engineer will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the testing agency, project inspector (if any), governing agency, and (if requested), Engineer of when and where tests and inspections are to be made so they may observe such procedures. The Owner shall bear such costs except as provided in Subparagraph 13.5.3.

13.5.3 If procedures for testing, inspection or approval under Subparagraphs 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, laws, statutes, ordinances, codes, rules or regulations, all costs made necessary by such failure including those of repeated procedures and compensation for the Engineer's services and expenses shall be at the Contractor's expense.

13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Engineer and Project inspector (if any).

13.5.5 If the Engineer, Owner or Project inspector (if any), is to observe tests, inspections or approvals required by the Contract Documents, they will do so promptly and where practicable, at the normal place of testing.

13.5.6 Test or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

13.6 INTEREST

13.6.1 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the legal rate prevailing for public entities under the laws of the State of Texas.

13.7 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

13.7.1 As between the Owner and Contractor:

- .1 Before Substantial Completion.** Before Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;
- .2 Between Substantial Completion and Final Certificate for Payment.** As to acts or failures to acts occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate for Payment; and
- .3 After Final Certificate for Payment.** As to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any warranty provided under Paragraph 3.5, the date of any correction of the Work or failure to correct the Work by the Contractor under paragraph 12.2, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or Owner, whichever occurs last.

13.8 EQUAL OPPORTUNITY

13.8.1 Contractor shall maintain policies of employment as follows:

- .1** Contractor and Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth policies of nondiscrimination.
- .2** Contractor and Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

13.9 NON-DISCRIMINATION

13.9.1 In performance of Work, Contractor and Subcontractors agree not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation or national origin. This provision shall include, but not be limited to the following; employment, upgrading, demotion, promotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.

ARTICLE 14
TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1 The Contractor may terminate the Contract if the work is stopped for a period of thirty (30) days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons performing portions of the Work under the Contract with the Contractor, for any of the following reasons:

- .1 issuance of an order of a court or other public authority having jurisdiction;
- .2 an act of government, such as a declaration of national emergency, making material unavailable;
- .3 because the Engineer has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Subparagraph 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 if repeated suspensions, delays or interruptions by the Owner as described in Paragraph 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or one hundred twenty (120) days in any three hundred sixty-five (365) day period, whichever is less.

14.1.2 If one of the above reasons exists, the Contractor may, upon seven (7) additional days written notice to the Owner and Engineer, terminate the Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools and construction equipment and machinery, including reasonable overhead, profit and damages.

14.1.3 If the Work is stopped for a period of sixty (60) days through no act or fault of the Contractor or a Subcontractor or their agents, employees or any other persons performing portions of the Work under the Contract with the Contractor because the Owner has persistently failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven (7) additional days written notice to the Owner and the Engineer, terminate the Contract and recover from the Owner as provided in Subparagraph 14.1.2.

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1 The Owner may terminate the Contract if the Contractor:

- .1 persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make prompt payment to Subcontractors for materials or labor in accordance with the respective agreement between the Contractor and the Subcontractors;
- .3 persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

14.2.2 When any of the above reasons exist and the Owner believes that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety seven (7) days written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor;
- .2 accept assignment of subcontracts pursuant to Paragraph 5.4; and
- .3 finish the Work by whatever reasonable method the Owner may deem expedient.

14.2.3 When the Owner terminates the Contract for one of the reasons stated in Subparagraph

14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Engineer's services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

14.3 SUSPENSION BY OWNER FOR CONVENIENCE

14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Subparagraph 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent:

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 ACCESS TO THE WORK

15.1 Engineer, the Owner, and their authorized representatives, shall have access at all times to the work for inspection wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and inspection.

ARTICLE 16 STANDARDS

16.1 Any material specified by reference to the number, symbol or title of a specific standard, such as a Commercial Standard, a Federal specification, a trade association standard or other similar standard, shall comply with the requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of these Specifications, except as limited to type, class or grade, or modified in such reference.

16.2 The Standards referred to, except as modified in the Specifications, shall have full force and effect as though printed in the Specifications. These Standards are not furnished to bidders

for the reason that the manufacturers and trade involved are assumed to be familiar with their requirements. The Engineer will furnish, upon request, information as to how copies of the standards referred to may be obtained.

16.3 It is not the intent of the Specifications to limit materials to the product of any particular manufacturer. Where definite materials, equipment and/or fixtures have been specified by name, manufacturer or catalog number, it has been done to set a definite standard and a reference for comparison of quality, application, physical conformity and other characteristics. It is not the intention to discriminate against, or prevent, any dealer, jobber or manufacturer from furnishing materials, equipment and fixtures which, in the judgment of the Engineer, expressed in writing, meet or exceed the characteristics of the specified items.

ARTICLE 17
PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS

17.1 No officer or employee of Brazos County, Texas, shall have a financial interest, direct or indirect, in this Agreement or shall be financially interested, directly or indirectly, in the sale of any materials, supplies or services, except on behalf of the County as an officer or employee. Any willful violation of this Article shall constitute malfeasance in office and any officer or employee guilty thereof shall be subject to removal from his office or position. Any violation of this Article with the knowledge, express or implied, of the Contractor or Subcontractors shall render this Agreement voidable by Brazos County.

ARTICLE 18
PREVAILING WAGE RATES

18.1 PREVAILING WAGE RATE DETERMINATION

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

ARTICLE 19
AUTHORITY TO CONTRACT

The County Judge is authorized to execute this Agreement upon the Commissioners Court's approval of the Agreement as set forth in the minutes of the Court's July 23, 2024, meeting.

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

OWNER:
BRAZOS COUNTY, TEXAS

 Date: 7/23/2024

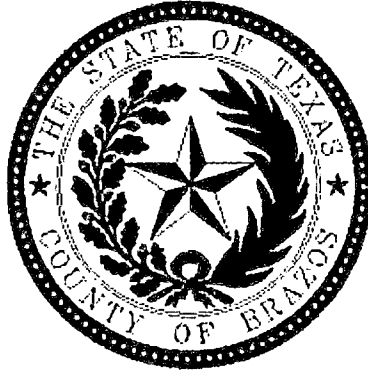
Brazos County Judge
330 South Texas Ave., Suite 332
Brazos, Texas 77803

CONTRACTOR:
NORMAN CONSTRUCTION SERVICES, LLC.

 Date: 07/09/2024

[VENDOR]

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



bill

REQUEST FOR PROPOSALS

RFP NO. CIP 24-619

Tax Office & AgriLife Site Drainage Improvements

SEALED PROPOSALS TO BE SUBMITTED BEFORE:

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

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

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

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

Company Name: Norman Construction Services, LLC.

By (Print): Gene Norman Title: Owner

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

Mailing Address: PO Box 223 Wellborn, TX 77881

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

A. SOLICITATION SCHEDULE

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

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

B. SUMMARY OF WORK

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

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

C. ALTERNATES

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

D. CONDITIONS OF RFP

The following instructions apply to all proposals and become a part of Terms and Conditions of any proposal submitted to the Brazos County Purchasing Department, unless otherwise specified elsewhere in this Proposal. All Contractors are required to be informed of these Terms and Conditions and will be held responsible for having done so:

1. Definitions: In order to simplify the language throughout this proposal, the following definitions shall apply:

- a. **BRAZOS COUNTY** - Same as County.
 - b. **COMMISSIONERS' COURT** - The elected officials of Brazos County, Texas given the authority to exercise such powers and jurisdiction of all county business as conferred by the State Constitution and Laws.
 - c. **CONTRACT** - An agreement between the County and a Vendor to furnish supplies and/or services over a designated period of time during which repeated purchases are made of the commodity specified.
 - d. **CONTRACTOR** - The successful Contractor(s) of this proposal request.
 - e. **COUNTY** - The government of Brazos County, Texas and its authorized representatives.
 - f. **SUB-CONTRACTOR** - Any contractor hired by the Contractor or Supplier to furnish materials and services specified in this proposal request.
 - g. **SUPPLIER** - Same as Contractor
2. Brazos County will follow the Texas Local Government Code, Chapter 262.030 for this RFP process. The proposals will be opened on the date and time mentioned above and only the names of the proposers will be read aloud. The proposals will be distributed to the evaluation committee and this committee will evaluate each proposal according to the criteria set forth in this RFP. The committee will determine how many of the top evaluated firms will be negotiated with depending on the scores and other factors at the discretion of Brazos County. If the County chooses, these top scoring firms will be given an opportunity to present potential value engineering or cost saving suggestions to the County. All firms will be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and no pricing will be shared with any of the firms at any time until after an award is made and contract is approved by Commissioners' Court. A best and final offer may be requested including any revisions and allowing for a revision of the completion timeframe for inclusion into the final contract.
 3. Upon acceptance and approval by the Commissioners' Court, this proposal will be made part of the contract between Brazos County and the successful Contractor for the period designated.
 4. **Proposals must be received by the Purchasing Department prior to the time and date specified.**
 5. The County reserves the right to accept or reject in part or in whole, any proposals submitted, and to waive any technicalities for the best interest of the County.
 6. Brazos County shall not be responsible for any verbal communication between any employee of the County and any potential Contractor. Only written specifications and written price quotations will be considered.
 7. Brazos County reserves the right to reject any proposals that do not fully respond to each specified item.
 8. Should there be a change in ownership or management; the contract shall be canceled unless a mutual agreement is reached with the new owner to continue the contract with its

present provisions and prices. This contract is nontransferable and non-assignable by either party.

9. The County may cancel this contract at any time for any reason, provided a thirty- day written notice is given.
10. The proposal award shall be based on, but not necessarily limited to, the following factors:
 - a. **Total cost including the selected alternates and addenda** **30%**
Contractor's fee and all construction costs by line item will be considered with all other criteria to determine best value to the project. The lowest proposal price of all the proposals becomes the standard by which all price proposals are evaluated.
 - b. **Completion time** **15%**
How many days it will take to reach substantial completion of the project. The lowest construction time proposal of all the proposals become the standard by which all the time proposals are evaluated.
 - c. **Past performance on similar projects of size and scope** **20%**
Proposer's specific experience on like projects. Consideration will be given to the number and type of like projects completed.
 - d. **Overall Experience of Project Manager & Superintendent** **20%**
Proposer's direct management personnel experience. Points are awarded based on the qualifications of proposer's Project Manager and Superintendent.
 - e. **Resource Availability** **15%**
Listing of personnel and company owned or leased equipment. Provide other resources available.
11. Although the cost is an essential part of the proposal, Brazos County is not obligated to award a contract on the sole basis of cost.
12. Acceptance of work provided shall be made by the County at the sole discretion of the Commissioner's Court when all terms and conditions of the contract and specifications have been met to its satisfaction, including the submission to the County of any and all documentation as may be required.
13. Title and Risk of Loss of the goods shall not pass to Brazos County until the County actually accepts and takes possession of the goods at the point or points of delivery.
14. This agreement shall be governed by the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
15. No proposal may be withdrawn after opening time without acceptable reason and with the approval of Purchasing Agent.
16. Proposals will not be considered if submitted by telephone, fax, or any other means of rapid dispatch, nor will a proposal be considered if submitted to any other person or department other than specifically instructed.
17. All proposals shall be submitted in accordance with the instructions contained herein. Brazos County will not be liable for any information received through other websites or

sources of information. It is the sole responsibility of the respondent to verify the accuracy of information received from sources other than Brazos County. It is recommended that the respondent check the Brazos Valley e-Marketplace (<https://brazosbid.ionwave.net>) for addenda prior to submitting their proposal.

18. There is no expressed or implied obligation for Brazos County to reimburse responding service providers for any expenses incurred in preparing proposals in response to this request.
19. **Proposals must show full company name, mailing address and telephone number and be manually signed by an authorized sales or quotation representative of the Contractor. Company name and authorized signature shall appear in each space provided. The Respondent must include Employer Identification Number or Social Security Number and signature for the proposal to be valid**
20. **The Contractor shall be responsible for following all provisions of Chapter 2258 of the Government Code relating to the payment of prevailing wages. The wage rates to be used are included in Exhibit A attached. A contractor or subcontractor who violates this section shall pay to Brazos County \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated on Exhibit A.**
21. The proposal specifies the number of consecutive calendar days required to reach substantial completion of the project under normal conditions. Failure to comply with completion time will be considered reason enough to enforce liquidated damages and/or cancel the contract. If the job cannot be completed within the terms of the contract as determined by Brazos County, Brazos County will suffer further loss. Contractor and Contractor's Surety shall be liable for and shall pay Owner stipulated and fixed sums, hereinafter agree to as liquidated damages, for each additional calendar day of delay past the final completion date stated in the contract: two hundred fifty dollars (\$250.00). It is understood that said sum shall be considered liquidated damages and shall not be considered as a penalty against the Contractor.
22. Proposals must specify the number of consecutive calendar days required to reach substantial completion of the project under normal conditions. Failure to specify completion time or failure to comply with completion time will be considered reason enough to cancel the contract.
23. Proposals must be submitted on units of quantity specified. In the event of errors in extended prices the unit price shall govern. In the event of a discrepancy between the numbers given for the price and the word form of the price, the word form shall govern. Any suggested change in quantity on the part of the bidder to secure better price or delivery is welcomed and may be given consideration provided that the bidder also bids on the quantity specified.
24. It is our policy not to furnish proposal results over the phone. Proposal results and tabulation sheets will be posted on Brazos County website after it is awarded by Commissioners Court.

25. This Proposal will be made part of any resulting contract the County may enter into. The terms and conditions of the County contained in this RFP or the plans for this RFP shall supersede those of the respondent in the event of a conflict.
26. If any provision of this contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
27. No oral statements of any person shall modify or otherwise change or affect the terms, conditions or specifications. All change orders to this agreement shall be made in writing and shall not be effective unless signed by an authorized representative of Brazos County.

E. SPECIAL PROVISIONS

1. Respondent with questions regarding the proposal should submit them in writing via the Brazos Valley e-Marketplace at <https://brazosbid.ionwave.net>.
2. Fill out the proposal completely, identify the proposal name and number on the outside and return it to the Brazos County Purchasing Department, Administration Building, 200 South Texas Ave., Suite 352, Bryan, Texas 77803 prior to the submission deadline. The proposal is invalid if it is not deposited at the designated location prior to the time and date advertised, or prior extension issued by the County.
3. All proposals shall be prepared on the bid forms located on the Brazos Valley e-Marketplace County web site <https://brazosbid.ionwave.net>. The proposer must put the proposal number and name on the front of the envelope before mailing it to the Purchasing Department.
4. In addition to the County's proposal form, all proposals shall be accompanied by a Contractor's Qualification Statement (AIA Document A-305 or equal) listing five (5) like projects, along with the project's owner and engineer contact information on each project. Please note key individuals means Project Manager and Superintendent for this project. Please be specific on the project commitments in progress and future planned commitments to comply with the requests of this RFP.
5. During the evaluation process, Brazos County reserves the right, in the best interest of the County, to request additional information or clarification from Contractors.
6. The contract shall be awarded to the responsible Contractor whose proposal is determined to be the best evaluated offer.
7. Responses to this proposal should be clear and concise addressing all requirements listed above and any other factors not specifically mentioned which would be advantageous to Brazos County.

8. Performance Standards:

- a. All services contracted herein shall be done in a courteous and orderly manner. All Contractor personnel shall be appropriately dressed at all times while on the property.
- b. The personnel performing the services contracted herein shall be under the sole responsibility and the employ of the Contractor.
- c. All materials and equipment brought to the site are the full responsibility and liability of the Contractor until removed from the site as required.
- d. Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools, transportation, and other facilities and services necessary for the proper execution and completion of the work herein contracted to be done.
- e. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and order of any public authority in connection with the performance of the work herein to be done.
- f. The Contractor shall be responsible for initiating, maintaining, and supervising appropriate safety precautions and programs in connection with the work herein contracted to be done. The Contractor shall take all reasonable precautions for safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (1) all employees on the project and other persons who may be affected thereby, (2) the project and all materials and equipment to be incorporated therein, and (3) other property at the site or adjacent thereto.
- g. Contractor will be responsible for immediate notification of all damage to the property by the Contractor or its representative(s).

F. TRADE SECRETS, CONFIDENTIAL INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

1. Brazos County, Texas is subject to the Texas Publication Information Act, Chapter 552, Texas Government Code. Proposals submitted to Brazos County, Texas in response to this RFP are subject to release by the County as public information. If the Proposer believes that the Proposal response, or part of it are confidential, as proprietary information, (s)he must specify that either all or part is excepted and provide specific and detailed justification for its claim of confidentiality. Vague and general claims to confidentiality are not acceptable. All Proposals or parts of the Proposals which are not marked as confidential will be considered public information after a contract has been awarded. The successful Proposal may be considered public information even though parts are marked confidential.
2. Brazos County, Texas assumes no responsibility for asserting legal arguments on behalf of the Respondents. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this proposal process and to take precautions to safeguard trade secrets and other proprietary information.
3. Marking your entire Proposal **CONFIDENTIAL/PROPRIETARY** is not in conformance with the Texas Public Information Act.
4. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor agrees that the contract can be terminated if the contractor knowingly or intentionally fails to comply with a requirement of that subchapter. This

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

G. CONFLICT OF INTEREST

1. The Respondent shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of Brazos County.
2. By signing and executing this Proposal, the Respondent certifies and represents to the County the Proposer has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value for the receipt of special treatment, advantage, information, recipient's decision, opinion, recommendation, vote or any other exercise of discretion concerning this Proposal.
3. With the exception of interviews and other contacts initiated by Brazos County relevant to the selection process, Proposers, their employees or representatives, are prohibited from contacting any official or employee of Brazos County, except the Purchasing Agent, in regard to this RFP from the issuing date of the RFP until the date the Brazos County Commissioner's Court meets to consider award of the Proposal. Any such contact will be grounds for rejection of the respondent's proposal.

H. ADDENDA AND MODIFICATIONS

1. Any changes, additions or clarifications to the RFP will be made by numbered addenda and must be acknowledged in the Proposal.
2. Any firm in doubt as to the meaning of any part of these requirements may request an interpretation thereof from the Purchasing Agent. At the request of the Proposer, or in the event the Purchasing Agent deems the interpretation to be substantive, the interpretation will be made by written addendum issued by the Purchasing Department. Such addendum will be posted on the Brazos Valley e-Marketplace and will become a part of the Proposal package, having the same binding effect as provisions of the original Proposal. No verbal explanation or interpretations will be binding. In order to have a request of interpretation considered, the request must be submitted in writing and must be received by the Purchasing Department no later than the question deadline.
3. All addenda, amendments, and interpretations of this solicitation shall be in writing. Brazos County shall not be legally bound by any amendment or interpretation that is not in writing. Only information supplied by the County in writing or in this RFP should be used in preparing Proposal responses.
4. The County does not assume responsibility for receipt of any addendum sent to Proposers.
5. All addenda must be acknowledged on this form.
6. The Commissioner's Court delegated the right and responsibility for issuing any and all addenda to the Purchasing Agent.

I. EXAMINATION OF DOCUMENTS AND REQUIREMENTS

1. Each Proposer shall carefully examine all RFP documents and be thoroughly familiar with all requirements prior to submitting a Proposal.
2. Before submitting a Proposal, each Proposer shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of the RFP. Failure to make such investigations and examinations shall not relieve the Proposer of the obligation to comply, in every detail, with all provisions and requirements of the RFP.

J. TAXES

Brazos County is tax exempt. Tax exemption certificates will be executed by the County upon request.

K. INSURANCE

The Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors. The Contractor's insurance coverage shall be primary insurance with respect to the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be considered in excess of the Contractor's insurance and shall not contribute to it. Further, the Contractor shall include all subcontractors as additional insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. **All Certificates of Insurance and endorsements shall be furnished to the County's Representative and approved by the County before work commences.**

Standard Insurance Policies Required:

- a. Commercial General Liability Policy
- b. Automobile Liability Policy
- c. Worker's Compensation Policy

General Requirements applicable to all policies:

- a. Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- b. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
- c. "Claims Made" policies will not be accepted.
- d. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Brazos County.
- e. All insurance policies shall be furnished to Brazos County upon request.

1. COMMERCIAL GENERAL LIABILITY

- a. General Liability insurance shall be written by carrier with an A:VIII or better rating in accordance with the current Best Key Rating guide.

- b. Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- c. No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.
- d. Excess Liability Umbrella Policy in the amount of not less than \$2,000,000.00 will be provided at the Contractors expense.
- e. Brazos County shall be named as additional insured on Contractors insurance. "Texas Waiver of Our Right to Recover From Others Endorsement" shall be included in this policy. (Waiver of Subrogation)

2. AUTOMOBILE LIABILITY

- a. General Liability Insurance shall be written by a carrier with an A:VIII or better rating in accordance with the current Best Key Rating Guide.
- b. Minimum Combined Single Limit of \$600,000.00 per occurrence for bodily injury and property damage.

3. WORKER'S COMPENSATION INSURANCE

Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas compensation insurance policy; either directly through their employer's policy (the Contractor's or subcontractor's policy) or through an executed coverage agreement on an approved TWCC form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Contractors and subcontractors *must* use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.

The worker's compensation insurance shall include the following terms:

- a. Employer's Liability limits of \$500,000.00 for each accident is required.
- b. "Texas Waiver of Our Right to Recover From Others Endorsement" shall be included in this policy. (Waiver of Subrogation)

Pursuant to the explicit terms of Title 28, Section 110.110 (c) (7) of the Texas Administrative Code, the bid specifications, this Agreement, and all subcontracts on this Project must include the following terms and conditions in the following language, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

- a. Definitions:
 - i. Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Worker's Compensation Commission, or a coverage agreement (TWCC-81), TWCC-83, or TWCC-84), showing statutory worker's compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
 - ii. Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

- iii. Persons providing services on the project (“subcontractors” in section 406.096 {of the Texas Labor Code}) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity or employees of any entity which furnishes persons to provide services on the project. “Services” include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. “Services” does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- b. The Contractor shall provide coverage, based on the proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the Contractor providing services on the project, for the duration of the project.
- c. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- d. If the coverage period shown on the Contractor’s current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- e. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
- i. a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file providing services on the project, and certificates of coverage showing coverage for all person; and
 - ii. no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- f. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- g. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.
- h. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers’ Compensation commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- i. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
- i. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreement, that meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all of its employees providing services on the project, for the duration of the project;

- ii. provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
- iii. provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- iv. obtain from each other person with whom it contracts, and provide to the Contractor:
 - (a) a certificate of coverage, prior to the other person beginning work on the project; and
 - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- v. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- vi. notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person know or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- vii. contractually require each person with whom it contracts, to perform as required by paragraphs (a)-(g), with the certificates of coverage to be provided to the person for whom they are providing services.
- j. By signing this contract, or providing, or causing to be provided a certificate of coverage, the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier, or, in the case of a self-insured, with the commission's Division of Self-Insurance regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

4. CERTIFICATES OF INSURANCE

Certificates shall be prepared and executed by the insurance company or its authorized agent, and shall contain the following provisions and warranties:

- a. The company is licensed and admitted to do business in the State of Texas.
- b. The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas State Board of Insurance or ISO.
- c. All endorsements and insurance coverage according to requirements and instructions contained herein.
- d. The form of the notice of cancellation, termination, or change in coverage provisions to Brazos County.
- e. Original endorsements affecting coverage required by the section shall be furnished with the certificates of insurance.

L. COMPLIANCE WITH LAW

The Contractor's work and materials shall comply with all state and federal laws, municipal ordinances, regulations, and directions of inspectors appointed by proper authorities having jurisdiction.

The Contractor shall perform and require all subcontractors to perform the work in accordance with applicable laws, codes, ordinances, and regulations of the State of Texas and the United States and in compliance with OSHA and other laws as they apply to its employees. In the event any of the conditions of the specifications violate the code for any industry, then such code conditions shall prevail.

The Contractor shall follow all applicable state and federal laws, municipal ordinances, and guidelines concerning soil erosion and sediment control throughout the Project and warranty term.

M. SAFETY PRECAUTIONS

Safety precautions at the site are a part of the construction techniques and processes for which the Contractor shall be solely responsible. The Contractor is solely responsible for handling and use of hazardous materials or waste, and informing employees of any such hazardous materials or waste. The Contractor shall provide copies of all hazardous materials and waste data sheets to the Bryan Fire Department marked "Attn.: Assistant Chief".

The Contractor has the sole obligation to protect or warn any individual of potential hazards created by the performance of the work set forth herein. The Contractor shall, at its own expense, take such precautionary measures for the protection of persons, property, and the work as may be necessary. The Contractor shall be held responsible for all damages to property, personal injuries and/or death due to failure of safety devices of any type or nature that may be required to protect or warn any individual of potential hazards created by the performance of the work set forth herein; and when any property damage is incurred, the damaged portion shall immediately be replaced or compensated for by the Contractor at its own cost and expense.

N. INDEMNITY

To the fullest extent permitted by law, the Contractor agrees to and shall indemnify, hold harmless, and defend the County, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees for injury to or death of any person, for damage to any property, or for any breach of contract, arising out of or in connection with the work done by the Contractor under this Contract, provided that any such claim, loss, damage, cause of action, suit or liability is caused in whole or in part by an act or omission of the Contractor, any subcontractor, or any person, organization directly or indirectly employed by any of them to perform or furnish work on the Project. This indemnity shall apply regardless of whether such injuries, death, damages, or breach are caused in part by the negligence or omission of the County, any other party indemnified hereunder, the Contractor, or a third party.

The indemnification shall include but not be limited to the following specific instances:

- a. In the event the County is damaged due to the act, omission, mistake, fault or default of the Contractor, then the Contractor shall indemnify and hold harmless and defend the County for such damage.

- b. The Contractor shall indemnify and hold harmless and defend the County from any claims for payment for goods or services brought by any material suppliers, mechanics, laborers, or other subcontractors.
- c. The Contractor shall indemnify and hold harmless and defend the County from any and all injuries to or claims to adjacent property owners caused by the Contractor, its agents, employees and representatives.
- d. The Contractor shall be responsible for any damage to the floor, walls, etc., caused by the Contractor's personnel or equipment.
- e. The Contractor shall also be responsible for the removal of all related debris.
- f. The Contractor shall also be responsible for subcontractors hired.
- g. The Contractor shall indemnify, hold harmless, and defend the County from any liability caused by the Contractor's failure to comply with applicable federal, state, or local regulations, that touch upon or concern the maintenance of a safe and protected working environment and the safe use and operation of machinery and equipment in that working environment, no matter where fault or responsibility lies.

The indemnification obligations of the Contractor under this section shall not extend to include the liability of any architect, their consultants, and agents or employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the architect, their consultants, and agents and employees of any of them, provided such giving or failure to give is the primary cause of the injury or damage.

O. RELEASE

The Contractor assumes full responsibility for the work to be performed hereunder, and hereby releases, relinquishes, and discharges the County, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether employees of either party or other third parties) and any loss of or damage to any property (whether property of either of the parties hereto, their employees, or of third parties) that is caused by or alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance, and in the event of injury, death, property damage, or loss suffered by the Contractor, any subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish work on the project, this release shall apply regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the County.

P. BONDING REQUIREMENTS

- 1. All proposers must submit, with proposal, a cashier's check or certified check for at least five percent (5%) of the total bid price, payable to the order of Brazos County or a Bid Bond in the same amount issued by a surety, acceptable to Brazos County, authorized to do business in the State of Texas, as a guarantee that the respondent will do the work described herein at the rates stated herein. Unsuccessful respondent's Cashier's Check or Certified Check will be returned after a written request to do so has been received by the Purchasing Agent.

2. The successful respondent must provide to the Purchasing Department, a performance bond and a payment bond, each in the amount of 100% of the total contract sum within ten (10) calendar days after receipt of notification of RFP award. Such bonds shall be executed by a corporate surety duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue surety bonds with a Best Rating "A" or better. BRAZOS COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY SURETY COMPANY PROPOSED BY THE BIDDER. IN THE EVENT BRAZOS REJECTS THE PROPOSED SURETY COMPANY THE BIDDER WILL BE AFFORDED FIVE (5) ADDITIONAL DAYS TO SUBMIT THE REQUIRED BONDS ISSUED BY A SURETY COMPANY ACCEPTABLE TO BRAZOS COUNTY.

Q. PROPOSAL SUBMITTAL

1. The Proposer shall submit the proposal on the forms enclosed on the Brazos County web site. All blank spaces in forms shall be correctly filled in by typewriter or manually in ink and the proposer shall state the prices.
2. If a proposal is submitted by an individual, his name must be signed by him or his duly authorized agent. If the proposal is submitted by a firm, association, or partnership, the name and address of each member must be given, and the proposal must be signed by an official or duly authorized agent.
3. **The Proposer shall submit one (1) original of completed RFP with appropriate signature(s). This should include any pricing (Exhibit B), references, specified qualifications, etc. The Proposer shall also submit five (5) copies of the qualification statements in their proposal packet.**
4. By signing the certification below, the respondent verifies that all plans and specifications have been reviewed and are considered in the pricing attached. Prior to award, the respondent also completes the Verification of No Delinquent Taxes or Fees form (V.T.C.A. LOCAL GOVERNMENT CODE §262.0276), Legislative Certification Form, and the Disclosure of Interested Parties (1295). These are all available on the Brazos County Purchasing website.
5. List of Exhibits that respondent has confirmed they have reviewed before signing and submitting this response:
 - a. Exhibit A: Prevailing Wage Rates
 - b. Exhibit B: Bid Form
 - c. Exhibit C: County Construction Agreement
 - d. Exhibit D: Plans
 - e. Exhibit E: Supplementary Conditions
 - f. Exhibit F: Specifications
6. By submitting a response to this RFP, the proposer is agreeing to sign the County's Contract, Exhibit C attached.
7. **The following items should be completed and included in your proposal submission. Failure to include these items will disqualify your proposer.**
 - a. **Completed and signed RFP including:**

- i. References (Section S)
- ii. Certification of Proposal (Section V)
- b. Bid Bonds
- c. Exhibit B – Pricing Form

R. PRICING

Complete Exhibit B attached and submitted with the proposal.

S. REFERENCES

Respondents shall provide a list of at least five (5) references, where work comparable in quality and scope to that specified has been performed within the past five (5) years. This list should include the **names, phone number and email** of the company/entity for which the prior work was performed to contact these references. References received on previous solicitations for similar size and scope in the previous six (6) months may be considered in lieu of obtaining a new reference check. A negative reference may be grounds for disqualification of bid. Respondents are not allowed to use Brazos County as a reference.

Company/Entity: DWS Development

Contact: David Scarmardo

Phone: 979-229-5118

Email: david@dwsdevelopment.com

Company/Entity: Gattis Engineering

Contact: Joe Gattis

Phone: 979-575-5022

Email: gattisengineering@gmail.com

Company/Entity: JaCody Construction

Contact: Cody McKean

Phone: 979-224-0902

Email: cody.mckean@jacodyconstruction.com

Company/Entity: JBS Engineering

Contact: Bill Cullen

Phone: 979-485-2879

Email: bill@jbs-bcs.com



Company/Entity: Walker Partners Engineering

Contact: Alan Munger

Phone: 979-599-9870

Email: munger@walkerpartners.com

T. PROPOSAL EVALUATION WAIVER

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

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

Note: The Statement of Affirmation Must be Notarized.

STATEMENT OF AFFIRMATION

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

Firm's Name: Norman Construction Services, LLC.

Address: PO Box 223 Wellborn, TX 77881

Proposer's Name: Gene Norman

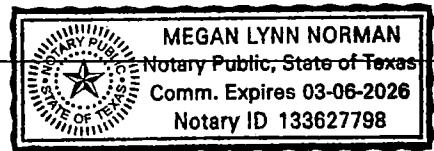
Position/Title: Owner

Proposer's Signature: *Gene Norman*

Date: 06/11/2024

Subscribed and sworn to me on this 11th day of June in the year 2024

Megan Norman
Notary Public



My Commission expires 03/06/26

U. ADDENDA

The undersigned acknowledges responsibility for all addenda issued prior to closing date. No addenda will be issued less than 48 hours prior to the solicitation submission deadline.

No. 1 *GN* No. 2 *GN* No. _____

Date 06/03/24 Date 06/05/2024 Date _____

V. CERTIFICATION OF PROPOSAL

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

Signed By:  Title: Owner

Typed Name: Gene Norman

Company Name: Norman Construction Services, LLC.

Mailing Address: PO Box 223 Wellborn TX 77881
P.O. Box or Street City State Zip

Employer Identification Number: 26-0337638

CORPORATE SEAL IF SUBMITTED BY A CORPORATION
END OF RFP NO. CIP 24-619

By signing below, Brazos County agrees that this RFP CIP 21-619 will be awarded to the respondent whose name appears above and both parties agree to the terms and conditions contained herein.

By: Brazos County Commissioner's Court 

Date: July 23, 2024

Attest: Brazos County Clerk 



Norman Construction Services
PO Box 223 Wellborn, TX 77881
Office 979.690.0015

Norman Construction Services LLC

Statement of Qualifications

Established March 1995

Corporation- S

Company Introduction & Organization

1. Organizational Chart

Gene Norman, President/Quality Control

Gary Arnold, Estimator/Construction Manager/Safety Coordinator

Wesley Norman, Concrete Site Superintendent

Joseph Norman, Earthwork/Utility Site Superintendent

Lisa Norman, Administrative Operations Manager

Megan Norman, HR Administrator

2. Services

- Earthwork
- Sanitary Sewer / Storm Sewer / Domestic Water
- Site Concrete / Paving / Foundations / Retaining Walls / Drainage Structures
- Asphalt

3. Company Information

- Company Name: Norman Construction Services LLC
- Address: PO Box 223 Wellbom, TX 77881
- EIN: 27-0337638

4. Contacts for Quotations | Contracts

- Gene Norman, President, PO Box 223 Wellbom, TX 77881, Cell: 979.739.9392, gene@normanconstructionservices.com
- Gary Arnold, Estimator/Project Manager, PO Box 223 Wellbom, TX 77881, Cell: 979.436.2716, gary@normanconstructionservices.com

5. Proof of Insurance Example:

CERTIFICATE OF LIABILITY INSURANCE



NORMCON-01

CTREJO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/12/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dexter & Company of Central Texas, Inc. 4030 Highway 6 S. Ste. 310 College Station, TX 77845	CONTACT Carina Barnes PHONE (A/C, No, Ext): (979) 764-8444 FAX (A/C, No): (979) 764-7603 E-MAIL: ctrejo@dextercompany.com ADDRESS:
INSURED Norman Construction Services, LLC PO Box 223 Wellborn, TX 77881	INSURER(S) AFFORDING COVERAGE INSURER A: The Cincinnati Insurance Company NAIC # 10677 INSURER B: The Cincinnati Casualty Company 28666 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			EPP0637771	12/9/2021	12/9/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCUR) \$ 100,000 MED EXP (Per person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/CP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS X HIRE/AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			EBA0637771	12/8/2023	12/9/2024	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	X UMBRELLA LIAB EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS MADE DED RETENTIONS			EPP0637771	12/9/2021	12/9/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMPLOYEE EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/N/A	EWC0646862	3/8/2023	3/8/2024	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The General Liability and Business Auto policy include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. Waiver of Subrogation provided only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability policy contains a Broadening Endorsement with "Primary and Non-Contributory" wording.
 The Workers Compensation policy includes Blanket Waiver of Subrogation only when there is a written contract between the named insured and the certificate holder that requires such status.

CERTIFICATE HOLDER City of Bryan PO Box 1000 Bryan, TX 77802	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

Qualifications of the Project Managers / Job Superintendents who will be Directly Responsible for the Management and Delivery of the Proposed Work.

Resumes attached, see next page.

Gene Norman

PO Box 223

Wellborn, TX 77881

979-739-9392

gene@normanconstructionservices.com

Construction Superintendent/Owner with 26 years in the construction field to include 24 years of experience serving in a construction management capacity

Skills Summary

- 26 years of experience working in the commercial construction field
- 24 years of experience serving in a construction management capacity (Underground and Concrete Superintendent)
- Possess a background owning and operating a large successful general contracting company with 30 + employees for 26 years (projects ranged in value from \$250K to \$5M)
- Experienced in overseeing various large commercial and capital improvement projects ranging from high rise building, parking garages, public schools, municipal building, public streets, drainage improvements, underground utilities etc.
- Highly skilled in hiring, scheduling and supervising subcontractors
- Extensive experience in managing and reviewing budgets (including project and man-hour costs)
- Skilled in developing and enforcing company policies, procedures and project safety regulations
- Possess a background in submitting over 150 bids annually (60% success rate)
- Possess a verifiable track record of 100% job completion on time while meeting strict timelines and budget requirements
- Experienced managing construction crews up to 50 employees while simultaneously managing subcontractors
- Highly skilled in reading and interpreting construction blueprints and specifications
- Bi-lingual (English and Spanish)
- Proficient in MS Office, QuickBooks Pro, Internet, Email, Familiar with estimating software.

Professional Experience

Norman Construction Services, LLC. (College Station, TX)
Managing Member

1997 - Present

A \$10M a year public and private infrastructure company with 40+ employees and numerous sub-contractors. Specializing in public and private utilities, earthwork, and paving.

- Managed the overall operations of a large commercial concrete company (projects ranged from \$75K - \$10M)
- Served in a Construction Project Manager capacity responsible for budget tracking, QA, completing projects within allocated budget, safety compliance, scheduling and coordinating construction materials and crews
- Estimated project costs and complete "takeoffs" based on materials, labor, location, duration, special machinery requirements, taxes, insurance, overhead, and any other costs that may affect the project
- Composed and submitted bid proposals for future projects (bid on over 100 projects annually to include securing 60%)

- Developed, reviewed, and amended construction contracts
- Completed (3) 32-story high rise apartment buildings valued at \$10M each (brought project in on time, within budget, and without any injury reports)
- Detected numerous design problems with a 5-story parking garage to include assisting engineers in rectifying the issues
- Oversaw the construction of \$1.7M bio-fuel processing plant to include working with engineers and general contractor to value engineer the project
- Completed \$850K Veteran's Park Memorial 2 weeks early despite 3 weeks of inclement weather
- Completed \$1.2M City of Palasota PH II Street Rehabilitation on time and within budget while navigating through a high traffic residential / school zone.

**Texcon General Contractor, Inc. (College Station, TX)
Superintendent of Concrete & Underground**

Jan '95 –March '97

A \$30M general contractor with 175 employees specialized in concrete and underground utility services

- Coordinated and supervised work crews to complete the following work: commercial concrete structures, underground utilities and excavation
- Responsible for project layout according to plans and specifications
- Supervised commercial concrete and underground utility project from start to finish while adhering to a strict timeline. Projects ranging in value from \$100K - \$800K
- Hired, trained and terminated employees
- Completed 98% of projects within the contractual timeline
- Oversaw the construction of \$400K Bee Creek drainage channel (project was completed on time despite extensive delays due to rain and the extra time involved in diverting water from the creek bed)

**United State Marine Corps (Camps Pendleton, CA)
Aviation Hydraulic Maintenance & Repair Technician**

1992-1995

A 75 troop unit specializing in hydraulic maintenance and repair of the helicopter and F-16 aircrafts.

- Served as Helicopter Systems Mechanic capacity responsible for completing necessary repairs and maintenance helicopter hydraulic systems
- Coordinated maintenance schedule for a fleet of 50 aircrafts
- Conducted parts inventory on a weekly basis and ordered mechanical parts when necessary
- Served as Squadron Leader while in boot camp
- Completed MCT (Marine Combat Training) while serving as Squadron Leader

Education and Training

- Texas Gulf Coast Real Estate School, College Station, TX. Completed 2005
- U.S. Marine Corp Marine Combat Training, Camp Pendleton, CA. Completed 1992
- U.S. Marine Corp Aviation Hydraulic Training, Millington, TN. Completed 1992

Gary Arnold
7625 Planters Loop
Bryan, TX 77808
979-436-2716
gary@normanconstructionservices.com

Construction Manager with 45 years of experience in the construction industry

Skills Summary

- 45 years of experience in Construction Management, Project Management, Estimating
- 45 years of experience in owning, operating, maintaining large fleet of construction equipment
- 35 years of safety coordinator and instruction experience
- 19 years of experience in floodplain management
- 19 years of experience in stormwater management
- 19 years of experience in FEMA Emergency Management
- Manage crew of 70+ employees
- Project manage and inspect projects, up to \$50MM.

Professional Experience

Norman Construction Services, LLC
Lead Estimator / Project Manager

June 2021 - Present

A \$10M a year public and private infrastructure company with 20+ employees and numerous sub-contractors. Specializing in public and private utilities, earthwork and paving.

- Manage public and private infrastructure projects, ranging from \$250K - \$2.5MM
- Estimate and value engineer projects ranging from \$250K - \$2.5MM
- Coordinate and facilitate weekly safety meetings
- Network and build new relationships with potential clients
- Communicate with Engineers, Architects, and Surveyors.

**Brazos County Road and Bridge
Operations Manager of Road & Bridge**

Sept 2003 – June 2021

Municipality with 70+ employees specializing in County road maintenance and infrastructure

- Served the Brazos County in the following capacity –
 - Floodplain Manager
 - Stormwater Manager
 - Capital Projects Manager
 - Safety Manger
 - Budget Manager

- Managed 20 bridge replacements, program funded by Brazos County
- Managed 10 bridge replacements, program funded by TX DOT
- Managed up to \$20MM per year in road rehabilitation projects

**Texcon General Contractors
General Superintendnt, Project Manager, Estimator**

Jan 1989 – Aug 2003

- Managed and estimated the following project types –
 - Commercial Construction
 - Site Civil
 - Public Utilities
 - Heavy Highway
 - Public Roads
 - Drainage

Education and Training

- MSHA Training and Trainer Certified
- Competent Person Certification
- Trench Excavation Certification
- Certified Floodplain Manager
- Stormwater Certified
- MSHA 40 HR Emergency First Aid
- Work Zone Safety Certification
- Certified Defensive Flagger Instructor

Wesley Norman

15610 Wood Brook Ln.
College Station, TX 77845
979-739-2278

wes@normanconstructionservices.com

Construction Superintendent with 16 years of experience in the construction

Industry. Skills Summary

- 15 years of experience working in the commercial construction field
- 8 years of experience in construction management (Concrete Superintendent)
- Experience overseeing traffic control high traffic zones
- Possess a background in owning and operating a successful landscape/irrigation company with 15+ employees for 7 years (projects up to \$65,000)
- Experience in overseeing commercial projects ranging from civil concrete work, ADA sidewalks, foundations, storm sewer inlet boxes and earthwork.
- Skilled in overseeing and enforcing company policies, procedures, and safety regulations
- Highly skilled in scheduling and supervising several subcontractor crews at a time
- Highly skilled in reading and interpreting blueprints and specifications
- Bi-lingual (English and Spanish)

Professional Experience

Norman Construction Services, LLC
Superintendent

June 2007 – December 2017
& April 2022 – Present

A \$10M a year public and private infrastructure company with 40+ employees and numerous sub-contractors. Specializing in public and private utilities, earthwork, and paving.

- Manage all employees and subcontractors in the field to ensure work is done per plan design
- Manage all schedules pertaining to work performed in the field
- Communicate with Inspectors and Engineers regarding and scheduling and project management in the field
- Manage materials for each project. Ordering, delivery, and job tracking
- Maintain a clean and safe work environment on each project
- Build and maintain relationships with Inspectors, Engineers, Suppliers, and Subcontractors

Rise All-Scapes, LLC
Managing Member

March 2015 – June 2022

A landscaping and irrigation company that specialized in private installs and managed 12 commercial contracts for local HOA's. Projects included landscaping, lawn maintenance, irrigation

audits and repairs to maintain properly functioning systems, concrete repairs and patio additions, fence building and repairs.

- Managed several crews at multiple times and locations
- Surveyed and inventoried all equipment monthly
- Managed several material and rental accounts in Bryan/College Station
- Estimated projects costs and composed "takeoffs" based on materials, labor, location, duration, machinery needs/requirements, insurance and overhead for all projects completed. (Projects ranged from \$1,500 - \$65,000)

Education and Training

- Associated Degree in Commercial Music from South Plains College, Levelland, TX. Completed

Projects Completed

- City of Bryan / Hudson Oaks Copperfield Drive Drainage Improvements
 - Earthwork, Concrete Street Paving, ADA Concrete Sidewalks, Junction/Inlet Boxes, Traffic Control
 - Paul Kochman, City of Bryan Inspector (979) 595-8718
- BTU Lake Bryan Sidewalk Ramp to Boat Dock
 - Dirt work, ADA Concrete Sidewalk, punch list when completed.
 - Inspector – Dennis Norris (979) 255-7199
- City of Bryan Hole 18
 - Dirt work prep, cased piers and abutments on both sides of the creek, setting bridge, punch list when completed.
 - Inspector – Paul Kochman (979) 595-8718
- Washington and 33rd Street Drainage Improvements
 - Demo RCP and replace with Box Culverts, inlet boxes and junction boxes, demo and replacement of street, traffic control.
 - Inspector – Paul Kochman (979) 595-8718
- City of College Station Sidewalk Improvements Texas Ave to Tarrow St and Sidewalk Improvements on Holleman Dr.
 - Demo and replacement of sidewalk and driveway approaches, backfill of all disturbed areas, traffic control.
 - Vox Construction
- City of College Station Veterans Park Ph 1
 - Concrete sidewalks and approaches, ADA ramps, curb and gutters.
 - JaCody Construction
- City of College Station Lick Creek
 - Concrete Pedestrian path and gateways for Keischnick General Contractors
 - Parking lot and foundation for JaCody Construction
- City of College Station Wellborn Road Sidewalk Improvements
 - Demo and replacement of sidewalk and driveway approaches, backfill of all disturbed areas, traffic control.
 - Inspector – Jerry Jones (979) 764-3570

Joseph T. Norman

1211 Mariners Cove
College Station, TX 77845
979-422-4118

jt@normanconstructionservices.com

Construction Superintendent with 12 years of experience in the construction industry.

Skills Summary

- 12 years of experience working in the commercial construction field
- 12 years of experience in construction management (Earthwork/Utility Superintendent)
- Experience in overseeing private commercial & capital improvement projects
- Experience in overseeing traffic control in densely populated areas
- Skilled in overseeing and enforcing company policies, procedures, and safety regulations
- Highly skilled in scheduling and supervising several subcontractor crews at a time
- Highly skilled in reading and interpreting blueprints and specifications
- Bi-lingual (English and Spanish)

Professional Experience

Norman Construction Services, LLC
Superintendent

May 2012 – Present

A \$10M a year public and private infrastructure company with 40+ employees and numerous sub-contractors. Specializing in public and private utilities, earthwork, and roadway construction.

- Manage all employees and subcontractors in the field to ensure work is done per plan design
- Manage all schedules pertaining to work performed in the field
- Proficient in reading and understanding plans and specifications
- Communicate with Inspectors and Engineers regarding and scheduling and project management in the field
- Manage materials for each project. Ordering, delivery, and job tracking
- Maintain a clean and safe work environment on each project
- Build and maintain relationships with Inspectors, Engineers, Suppliers, and Subcontractors

A \$2M a year aggregate sales business with 5+ employees. Specializing in aggregate sales and trucking logistics.

- Supervise daily operations of the material yard
- Oversee all aspects of the trucking operation
- Develop and implement strategies, procedures and business plans needed to enhance company growth
- Perform employee reviews and develop corrective action plans if needed
- Work with executive team to set company performance goals

Projects Completed

- City of Bryan Hole 18
 - Dirt work prep, cased piers and abutments on both sides of the creek, setting bridge, traffic control, punch list when completed.
 - Inspector – Paul Kochman (979) 595-8718
- Washington and 33rd Street Drainage Improvements
 - Demo RCP and replace with Box Culverts, Inlet boxes and junction boxes, demo and replacement of street, traffic control.
 - Inspector – Paul Kochman (979) 595-8718
- Copperfield Drive Drainage
 - Demo and replace storm sewer, concrete paving, asphalt repair, and traffic control
 - Inspector – Paul Kochman (979) 595-8718
- The Creek Place
 - Earthwork, level site, building pad, sewer, demo and replace sanitary sewer line.
 - Owner – Great Aggie Land LP – Ryan Soper (979) 393-4886
- Palasota Dr. PH II Rehabilitation
 - Earthwork, sanitary / storm sewer, concrete flatwork, detention pond, and traffic control
 - Owner – City of Bryan, TX
 - Inspector – Kurk Fowler (979) 209-5030
- Big Shots Aggie Land
 - Earthwork, limestone delivered in place.
 - Owner – Villa Maria Partnership

**Experience of the Company based upon Previous Public Infrastructure
Construction.**

See next page for project log.



Norman Construction Services, LLC.
 PO Box 223 Wellborn, TX 77881 Phone: (979)739-9392

Work in Progress & Recent Work Completed

1. Work in Progress as of 06/10/2024

Project	Contract Amount	Project Owner Contacts and Number	% Complete	Project Completion Date	Project Manager Superintendents
Commerce Street Utility Rehab	\$3M	City of Bryan Eric Blackburn (979) 209-5030	35	Sept 2024	Project Manager Gary Arnold Superintendent Wesley Norman
Hilco Metal	\$1.2M	David Hildebrandt (979)255-8790	2	Sept 2024	Project Manager Gary Arnold Superintendent Joseph Norman
Sulphur Springs Utility Rehab	\$3.2M	City of Bryan James Hayes (979) 209-5030	15	Oct 2024	Project Manager Gary Arnold Superintendent Joseph Norman
City of Bryan – City Course Bridge Replacement	\$265,000	City of Bryan Sarah Green (979) 209-5030	5	June 2024	Project Manager Gary Arnold Superintendent Wesley Norman

2. Previously Completed Projects

Project	Municipality / Client	Primary Project Contacts and Number	Type	Date Completed
Midtown Park PH 3, Detention Pond / Sedimentation Pond Structures	City of Bryan	Brianna Groves (979) 209-5030 bgroves@bryantx.gov	Capital Improvement Project	January 2024
Carriage Hills Detention Pond	City of Bryan	Eric Blackburn (979) 209-5030 ebblackburn@bryantx.gov	Capital Improvement Project	April 2024
Valley View Sewer Line Rehab	City of College Station	Ronnie Loper (979) 764-3569 rloper@cstx.gov	Public Infrastructure Project	Dec 2023
Palasota Dr PH II Rehabilitation	City of Bryan	Pat Edward (979) 209-5030 pedwards@bryantx.gov	Capital Improvement Project	January 2023
Washington Ave & 33 rd Street Drainage Improvements	City of Bryan	Sam Vernon (979) 209-5030 svernon@bryantx.gov	Capital Improvement Project	January 2023
Copperfield Drive Drainage Improvements	City of Bryan	Alan Munger (979) 599-9870 rmunger@walkerpartners.com	Public Infrastructure Project	July 2023

3. Project Scope Descriptions -- Completed Projects

A. Midtown Park PH 3E -- Detention Pond / Sedimentation Pond Structures

I. Scope

- Construction of detention pond
- Construction of sedimentation pond with concrete bottom and push wall
- Construction of 10' x 900' concrete headwall with spread footings
- Construction of 4' x 600' concrete headwall with spread footings
- Removal & replace 48" & 15" HDPE Storm Sewer
- Removal & replace 12" SDR 26 PVC sanitary sewer
- Installation of 12" steel sedimentation pond outlet pipe
- Installation of 6' chain link fencing with gates
- SWPPP & Erosion Control

II. Challenges

- During this project a major water main broke along the side street which flooded our project. We assessed the situation and communicated the issue with the owner. Immediate action was taken to pump water away from our excavation site in order to minimize work days lost.

B. Palasota Dr. PH II Street Rehabilitation

I. Scope

- Traffic control and project phasing, in high traffic / school zone
- Construction of 1700 LF 3 lane concrete roadway
- Construction of 6' and 12' sidewalks along edge of roadway
- Construction of 1715 LF 8" sanitary sewer and 11 manholes
- Construction of storm water culvert and inlets for roadway
- Excavation and offsite disposal of detention basin expansion
- All other appurtenances necessary to complete the project

II. Challenges

- During this project we identified a utility conflict not shown on the plans. We assessed the situation and communicated the issue and proposed recommendation to the owner. Upon approval, we processed a change order and adjusted the construction to deconflict the alignment.

C. Washington Ave & 33rd Street Drainage and Roadway Improvements

I. Scope

- Demolition, erosion control, and storm water pollution prevention.
- Traffic Control in densely populated zone.
- Removal and disposal of 592 SY of asphalt pavement.
- Removal and disposal of 748 SY concrete pavement.
- Removal and disposal of 389 LF of storm sewer (12", 18", and 24") including structures.
- Construction of 449 LF of storm sewer, including all structures.
- Construction of 299 LF of sanitary sewer, including all structures.
- Construction of 676 SY of 6" concrete pavement, including curb and gutter.

II. Challenges

- During this project, we encountered multiple underground gas, water, and electric lines which intersected with the planned underground utility construction. We assessed the situation and communicated the issue and proposed recommendation to the owner. Upon approval, we processed a change order and adjusted the construction to deconflict the alignment.

D. Copperfield Drive Drainage Improvement

I. Scope

- Demolition, erosion control, and SWPPP
- Traffic control in densely populated zone off of University Dr, adjacent to Physicians Center Hospital
- Furnish and install 1191 SY block sod and 4" top soil
- Removal and dispose of 772 SY asphalt pavement
- Removal and dispose of 508 SY concrete paving
- Removal and dispose of 883 LF concrete curb and gutter
- Milling 1029 SY of HMAC asphalt pavement
- Construction of 878 LF curb and gutter
- Construction of 1287 SY asphalt stabilized base
- Construction of 1178 LF 42" RCP (Class III)
- Construction of 9 Junction Boxes
- Interconnect 4 8"-12" water lines to existing water lines

II. Challenges

- The project encountered numerous changes to boring paths, sanitary sewer alignments, stormwater boxes and junctions. On site conditions were markedly different than those established by existing plans and surveys. We assessed the situation and communicated the issue and proposed recommendation to the owner. Upon approval, we processed a change order and adjusted the construction to deconflict the alignment.

E. Reliance Ridge Subdivision Development

I. Scope

- Construction of 8,950 CY Mass Grading Cut
- Construction of 9,620 CY Mass Grading Fill
- Construction of 326 LF 8" PVC Waterline -- (DR-14, AWWA C900) -- Non-Structural
- Construction of 4,786 LF 6" PVC Waterline -- (DR-14, AWWA C900) -- Non-Structural
- Construction of 6" PVC Waterline -- (DR-14, AWWA C900) Structural with 14" Schedule 40 PVC casing at road crossings
- Construction of 24 water services
- Construction of 36 valves, reducers, connections and bends
- Construction of 370 LF 18" -- 30" HP Storm w/ structural backfill
- Construction of 13,080 SY 6" Lime Stabilization
- Construction of 13,080 SY 2" Type D HMAC
- Construction of 16,500 SY 6" Crushed limestone base -- Type A Grade 1

II. Challenges

- The project, based on the undisturbed nature of the site, was fortunate to not encounter any major challenges, resulting in zero change orders.

4. Project Manager and Superintendent Experience

Gene Norman and Gary Arnold have a combined 70 years of public infrastructure construction experience. As shown in their resumes they have worked on and overseen hundreds of projects individually and together. Based on current work schedule, you can be assured that this project will have their full time and attention.

NOTE: See Project Manger and Superintendent Resumes Attached.

5. Construction Equipment Availability & Condition – Owned

2019 – CAT 326FL Trackhoe
2020 – John Deere 380G Trackhoe
2017 – CAT 930M Wheel Loader
2018 – CAT D4K2LGP Dozer
2020 – CAT D2 Dozer
2018 – CAT 304E2CR Hydraulic Excavator
2017 – CAT 299D2 Compact Track Loader
2021 – Case 84" Pad Foot Roller
2022 – Case 84" Smooth Drum Roller
2019 – CAT Motor Grader
2021 – CAT 420F2ST Backhoe
2022 – Bobcat T740 – Skidsteer
2022 – Bobcat T740 – Skidsteer
2024 – Bobcat T66 – Skidsteer
2024 – Bobcat E88 – Mini Excavator
1994 – International Water Truck
1980 – Peterbilt Water Truck
1996 – CAT 615 Scraper
1998 – CAT 613C Scraper
2012 – Mack Tractor w/ 2022 Ranco End Dump Trailer
2013 – Mack Dump Truck (12YD)

NOTE: In the event that we need additional equipment, we have good standing account status with many local equipment rental companies such as: Sunbelt Rentals, Sunstate Rentals, Houston Heavy Equipment, Mustang CAT Rentals, and ASCO.

Norman Construction Services employ's a full-time mechanic, our equipment is in outstanding condition and receives maintenance on a regular basis.

**DWS DEVELOPMENT INC.
PO BOX 4508
BRYAN, TX 77805**

September 13, 2023

Subject: Letter of Recommendation for Norman Construction

To Whom It May Concern:

I have known Gene Norman and Gary Arnold for over twenty years and have worked with them on multiple development projects, of which the most recent was less than a year ago. In all my dealings with them, they have proven to be quality oriented, very responsive, and if a problem arose, it was taken care of in a timely matter. With that said, I highly recommend Norman Construction Services. If I can answer any questions, please feel free to contact me.

Sincerely,



David W. Scarmardo
President
DWS Development Inc.
979-412-1386

GATTISENGINEERING

ENGINEERS + CONSULTANTS

September 1, 2023

To Whom It May Concern,

The purpose of this letter is to acknowledge and attest on behalf of Norman Construction Services (NCS) and the high quality of work that Gene Norman and his company provide.

I consider it a blessing when I have a project and NCS on the job. NCS is always professional, meets deadlines and always provides the highest quality of workmanship. As with any project, you have hurdles and NCS jumps in and helps solve the problem.

I personally have worked with NCS on many projects in the B/CS area, but most recently the Heart of Texas Goodwill in Bryan. NCS's performance on this project was not only vital to completing a successful project but the quality of work was beyond reproach.

Please feel free to contact me for any further information.

Respectfully,
GATTIS ENGINEERING, LLC

Joe Gattis

Joe I. Gattis, PE
Licensed Professional Engineer



JaCody Construction LP,
10770 SH 30, Suite 400
College Station, TX 77845
Phone: 979.774.5613
Fax: 979.774.5693

October 8, 2023

To Whom It May Concern:

It's my pleasure to write this letter of recommendation on behalf of Norman Construction Services. As a managing member of JaCody Construction, I have worked with Gene Norman & Gary Arnold on a number of private and public infrastructure projects in the City of Bryan, most recently Edgewater Park.

Norman Construction Services has illustrated their attention to detail, quality and safety on a number of occasions. It is their policy to strive for the highest quality and safety standards. Over the past 5 years I've worked side by side with Mr. Norman on projects involving public utilities, paving, and earthwork. I've been impressed by Mr. Norman's knowledge and quality of workmanship.

Mr. Norman has been able to effectively meet project schedule requirements. He and his crew have been able to quickly adapt to schedule changes, in order to keep the project moving forward. In addition, Norman Construction Services has been exceptionally accommodating when dealing with unforeseen conditions and potential change orders.

Please contact me at (979) 446-5512 if you have any questions or need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'Forrest Couch', is written over a light blue horizontal line.

Forrest Couch
JaCody Construction



September 5, 2023

To Whom It May Concern:

Please accept this letter of recommendation of Norman Construction Services (NCS) for public and private infrastructure projects in the City of Bryan. I have personally been involved in various capacities with the principals of NCS for over 30 years and have been impressed with their knowledge and quality of work, as well as professionalism. NCS has been approved by the City of Bryan for public infrastructure projects as evident by participation in the City of Bryan Contractor Registration Program.

As the owner of the consulting firm, JBS Engineering & Environmental, LLC (JBS), I have previously worked with and overseen NCS in their capacity as the general contractor on several commercial and development projects. NCS has shown a high level of technical expertise, communication and project oversight for projects dealing with public utilities, general earthwork, and paving projects. The members of NCS have always been efficient communicators and accommodating through various project aspects.

JBS is currently providing construction management services of the Reliance Ridge Subdivision of which NCS is the prime contractor. Conversations with the developer indicate the project is ahead on schedule and on budget. Information provided by the Brazos County inspector indicate that NCS have provided excellent communication and are executing proper means and methods for the ongoing construction activities.

Please contact me at (979) 485-2879 if you have any questions or require additional information regarding this matter.

Respectfully submitted,

A handwritten signature in black ink that reads "W. R. Cullen". The signature is written in a cursive, slightly slanted style.

W. R. Cullen, P.E.
Senior Engineer
TBPE Registration No. - F15869

Letter of Bondibility & EMR Rating

See attached, below.



www.altersurety.com

June 10, 2024

RE: Norman Construction Services, LLC

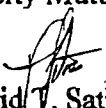
This is to advise you that our office provides Bid, Performance, and Payment Bonds for Norman Construction Services, LLC. Their surety is Liberty Mutual Insurance Company, which carries an A.M. Best Rating of A XV and is listed in the Department of the Treasury's Federal Listing.

Based upon normal and standard underwriting criteria at the time of the request, we anticipate providing Performance and Payment Bonds for single-sized jobs in the \$10,000,000 range and \$30,000,000 in the aggregate. These amounts should not be construed as a limit but rather a guide to handle their day-to-day needs. We obviously reserve the right to review all contractual documents, bond forms, and obtain satisfactory evidence of funding prior to final commitment to issue any bonds.

Norman Construction Services, LLC., is an excellent contractor and we hold them in high regard. Obviously, we feel extremely confident in our contractor and encourage you to offer them an opportunity to execute the captioned project.

This letter is not an assumption of liability. It is issued only as a bonding reference requested by our respected client. If you should have any questions, please do not hesitate to give me a call.

Sincerely,
Liberty Mutual Insurance Company


David T. Satine
Attorney-In-Fact

5979 N.W. 151st Street • Suite 202 • Miami Lakes, FL 33014
Phone: 305-517-3803 • Fax: 305-328-4838



Mod Factors

NORMAN CONSTRUCTION SERVICES LLC			
		Risk ID	421842140
		Rating Eff Date	03/08/2024
Mod Factor	0.84	Production Date	10/24/2023
Status	Final		
ARAP	FLARAP	SARAP	MAARAP

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Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Norman Construction Services, LLC
PO Box 223
Wellborn, TX 77881

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

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

OWNER:

(Name, legal status and address)

Brazos County, Texas
200 South Texas Avenue, Suite 352
Bryan, TX 77803

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

BOND AMOUNT: \$ Five Percent of Total Amount Bid (5% of Total Amount Bid)

PROJECT:

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


RFP No. CIP 24-619 - Tax Office & AgriLife Site Drainage Improvements, Brazos County, Texas

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

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

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

Signed and sealed this 22nd day of May, 2024



(Witness)



(Witness) Patricia K. Skelton

Norman Construction Services, LLC

(Principal)

(Seal)



(Title)

Liberty Mutual Insurance Company

(Surety)

(Seal)



(Title) David T. Satine, Attorney-in-Fact



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

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

Certificate No: 8205217-984816

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, David T. Satine; Jonathan A. Bursevich; Warren M. Alter

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 7th day of April, 2021.



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

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

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 7th day of April, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



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

By: Teresa Pastella
Teresa Pastella, Notary Public

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

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of May, 2024.



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

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

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

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call the Surety's toll free telephone number for information or to make a complaint at:

1-800-782-1546

You may also write to the Surety at:

P.O. Box 19725
Irvine, CA 92623-9725

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

1-800-252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771

web: <http://www.tdi.state.tx.us>

E-mail: ConsumerProtection@tdi.state.tx.us

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

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

AVISO IMPORTANCE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de para informacion o para someter una queja al:

1-800-782-1546

Usted tambien puede escribir al Surety:

P.O. Box 19725
Irvine, CA 92623-9725

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771

web: <http://www.tdi.state.tx.us>

E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Surety primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTEAVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



Liberty Mutual.

SURETY

Liberty Mutual Surety

17771 Cowan, Suite 100 • Irvine, California 92614 • (949) 263-3300
www.libertymutualsurety.com

BID SCHEDULE

Brazos County Tax Office AgriLife Site Drainage Improvements

Item	Description	QTY	Unit	Unit Price	Total
A. General Items					
1	Mobilization, setup, & project overhead for duration of project, including related items and appurtenances, complete in place	1	LS	\$ 44,250.00	\$ 44,250.00
2	Field locate existing utilities and service lines for construction of the proposed improvements, including tie-in elevations, related items and appurtenances, complete in place	1	LS	\$ 7,500.00	\$ 7,500.00
3	Site Clean-up, 4" topsoil, fine grading of areas disturbed by construction, including related items and appurtenances, complete in place	1	LS	\$ 11,000.00	\$ 11,000.00
4	Hyrdomulch seed all disturbed areas, including soil preparation, related items and appurtenances, complete in place	10,855	SF	\$ 0.25	\$ 2,713.75
5	Solid Sod (Bermuda), including soil preparation, related items and appurtenances, complete in place	383	SF	\$ 5.00	\$ 1,915.00
6	SWPPP for 0.5 acre project, including phasing, silt fencing, inlet protection, NOI, NOT, related items and appurtenances, complete in place	1	LS	\$ 10,250.00	\$ 10,250.00
Total Section A. General Items.....				\$	77,628.75
B. Demolition Items					
1	Remove & dispose of existing gravel, including related items and appurtenances, complete in place	300	SY	\$ 21.00	\$ 6,300.00
2	Remove & dispose of existing concrete sidewalk, including sawcuts, related items and appurtenances, complete in place	702	SY	\$ 36.00	\$ 25,272.00
3	Remove & dispose of existing concrete pavement, including curb, sawcuts, related items and appurtenances, complete in place	35	SY	\$ 40.00	\$ 1,400.00
4	Remove & dispose of existing landscape wall (157 LF), including related items and appurtenances, complete in place	1	LS	\$ 18,840.00	\$ 18,840.00
5	Remove & dispose of existing grate inlet, including compacted structural backfill, related items and appurtenances, complete in place	1	EA	\$ 5,200.00	\$ 5,200.00
6	Remove & dispose of existing 12" storm sewer line, including plugging line to remain, related items and appurtenances, complete in place	17	LF	\$ 57.00	\$ 969.00
7	Remove existing concrete wheelstops and deliver to Brazos County, including removing bolts, related items & appurtenances, complete in place	44	EA	\$ 200.00	\$ 8,800.00
8	Remove & dispose of existing irrigation system between Tax Office and AgriLife buildings, including disconnects, caps, adjusting remaining irrigation zones, related items and appurtenances, complete in place	1	LS	\$ 7,650.00	\$ 7,650.00
9	Remove and dispose of existing landscaping in existing planter bed of landscape wall/bench at Agrilife Building including related items and appurtenances for installation of landscape blocks and cap of wall, complete in place.	1	LS	\$ 14,600.00	\$ 14,600.00

BID SCHEDULE

Brazos County Tax Office AgriLife Site Drainage Improvements

Item	Description	QTY	Unit	Unit Price	Total
10	Remove & relocate existing tree, including carefully removing tree to avoid damaging existing utilities to remain, protecting roots during relocation, re-planting & irrigation of tree, related items & appurtenances, complete in place	9	EA	\$ 850.00	\$ 7,650.00
11	Remove & dispose of existing tree, including root ball, backfill, compaction, related items and appurtenances, complete in place	16	EA	\$ 600.00	\$ 9,600.00
12	Remove & dispose of existing landscape material & soil from raised bed, including offsite disposal, related items and appurtenances, complete in place	141	SY	\$ 19.00	\$ 2,679.00
13	Remove & reset existing bollard with handicap sign, including disposal of existing footing, new footing, related items and appurtenances, complete in place	7	EA	\$ 1,400.00	\$ 9,800.00
14	Remove & reset existing bollard, including disposal of existing footing, new footing, related items and appurtenances, complete in place	3	EA	\$ 1,400.00	\$ 4,200.00
15	Remove & reset existing flag pole and light, including disposal of existing footing, new footing, electrical for lights, related items and appurtenances, complete in place	2	EA	\$ 4,800.00	\$ 9,600.00
16	Remove & reset existing canopy at Tax Office door to ensure drainage away from building, including related items and appurtenances, complete in place	1	LS	\$ 12,200.00	\$ 12,200.00
17	Adjust existing grate inlet top to final grade, including frame, related items & appurtenances, complete in place	2	EA	\$ 3,500.00	\$ 7,000.00
18	Adjust existing manhole top to final grade, including cone, lid, ring, related items and appurtenances, complete in place	1	EA	\$ 4,200.00	\$ 4,200.00
19	Adjust existing electrical box to final grade, including additional electrical conduit with wiring, related items and appurtenances, complete in place	1	EA	\$ 7,200.00	\$ 7,200.00
20	Adjust existing light to final grade, including additional electrical conduit with wiring, related items and appurtenances, complete in place	5	EA	\$ 3,700.00	\$ 18,500.00
21	Adjust existing electrical vault to final grade, including related items and appurtenances, complete in place	2	EA	\$ 6,100.00	\$ 12,200.00
22	Adjust existing sanitary sewer cleanout to final grade, including box with lid, related items and appurtenances, complete in place	1	EA	\$ 1,100.00	\$ 1,100.00
23	Adjust existing water test station to final grade, including related items and appurtenances, complete in place	1	EA	\$ 1,750.00	\$ 1,750.00
Total Section B. Demolition Items.....				\$	196,710.00
C. Site and Utility Items					
1	4" Concrete sidewalk, including ADA ramps, steps, related items and appurtenances, complete in place	1,288	SY	\$ 56.00	\$ 72,128.00
2	4" Concrete slope paving, including related items and appurtenances, complete in place	66	SY	\$ 58.00	\$ 3,828.00

BID SCHEDULE

Brazos County Tax Office AgriLife Site Drainage Improvements

Item	Description	QTY	Unit	Unit Price	Total
3	Concrete pavement repair, including related items and appurtenances, complete in place	92	SY	\$ 62.00	\$ 5,704.00
4	6" Monolithic curb, including related items and appurtenances, complete in place	144	LF	\$ 8.00	\$ 1,152.00
5	6" Dowel on curb, including related items and appurtenances, complete in place	246	LF	\$ 10.00	\$ 2,460.00
6	Install landscape blocks for filling and sealing of cavity left from landscape removal from existing wall/bench at AgriLife Building (block/cap to match existing wall/bench) including related items and appurtenances, complete in place.	1	LS	\$ 16,200.00	\$ 16,200.00
7	Excess cut material to be removed from site, including disposal, related items and appurtenances, complete in place	60	CY	\$ 30.00	\$ 1,800.00
8	Remove/replace existing 2.5" PVC water service line w/ 2.5" type K copper service line from parking lot to building, including disposal of existing service line, female adapters, structural backfill, related items and appurtenances, complete in place	170	LF	\$ 90.00	\$ 15,300.00
9	3'x3' cast-in-place grate inlet, including top, ring, lid, grouting of bottom, related items and appurtenances, complete in place	2	EA	\$ 4,300.00	\$ 8,600.00
10	3" SCH 40 PVC storm sewer, including structural backfill, related items and appurtenances, complete in place	175	LF	\$ 21.00	\$ 3,675.00
11	18" N-12 HDPE storm sewer, including non-structural backfill, related items and appurtenances, complete in place	317	LF	\$ 68.00	\$ 21,556.00
12	Connect proposed 3" PVC storm sewer to existing grate inlet box, including coring existing box, grouting wall penetration, related items and appurtenances, complete in place	1	EA	\$ 1,525.00	\$ 1,525.00
13	Connect proposed 18" HDPE storm sewer to existing grate inlet box, including coring existing box, grouting wall penetration, related items and appurtenances, complete in place	2	EA	\$ 2,100.00	\$ 4,200.00
14	6" wide NDS Dura Slope Trench Drain system (44 LF), including grate, couplings, concrete encasement, related items and appurtenances, complete in place	44	LF	\$ 76.00	\$ 3,344.00
15	NDS EZ-Flow French Drain system, 7"x10' with 3" perforated pipe, including backfill, related items and appurtenances, complete in place	320	LF	\$ 41.00	\$ 13,120.00
16	Install cleanout at end of french drain/3" storm sewer, including fittings, backfill, box with lid, related items and appurtenances, complete in place	8	EA	\$ 175.00	\$ 1,400.00
17	Connect existing downspout to existing downspout lead, including fittings, related items and appurtenances, complete in place	16	EA	\$ 1,100.00	\$ 17,600.00
18	Canopy additions with columns, footings, top, connection to existing canopy and connection to existing building including related items and appurtenances, complete in place.	1	LS	\$ 92,274.00	\$ 92,274.00
Total Section C. Site and Utility Items.....				\$	285,866.00

BID SCHEDULE

Brazos County Tax Office AgriLife Site Drainage Improvements

Item	Description	QTY	Unit	Unit Price	Total
D. Irrigation					
1	Disconnect and cap existing irrigation lines (all sizes) including related items and appurtenances, complete in place.	3	EA	\$ 750.00	\$ 2,250.00
2	Remove and dispose of existing irrigation system as noted on reconstruction plans and coordinate with County personnel including related items and appurtenances, complete in place.	1	LS	\$ 4,000.00	\$ 4,000.00
3	4" schedule 40 PVC irrigation sleeve with structural backfill including related items and appurtenances, complete in place.	35	LF	\$ 30.00	\$ 1,050.00
4	4" schedule 40 PVC irrigation sleeve installed by bore including related items and appurtenances, complete in place.	77	LF	\$ 60.00	\$ 4,620.00
5	2" schedule 40 PVC irrigation line with tracer wire including related items and appurtenances, complete in place.	383	LF	\$ 32.00	\$ 12,256.00
6	Interconnect proposed 2" irrigation main to existing irrigation system (all sizes) including related items and appurtenances, complete in place.	4	EA	\$ 750.00	\$ 3,000.00
7	Irrigation allowance for design, permit, and installation for irrigation to relocated and new trees, including related items and appurtenances, complete in place.	1	LS	\$10,000.00	\$10,000.00
Total Section D. Irrigation.....				\$	37,176.00
TOTAL SECTIONS A-D.....				\$	597,380.75
CONTINGENCIES				\$	75,000.00
TOTAL BASE BID.....				\$	672,380.75
Alternate Bid #1					
Items to be added to Alternate Bid #1					
19	2-3/8" (60mm) Holland Stone "Parkway Series" concrete pavers with color Rustic Blend installed in Herringbone pattern, including related items and appurtenances, complete in place	1,312	SF	\$ 15.00	\$ 19,680.00
20	2-3/8" (60mm) Holland Stone "Parkway Series" concrete pavers with color Rustic Blend installed in Runner Bond pattern, including related items and appurtenances, complete in place	798	SF	\$ 15.00	\$ 11,970.00
21	Excess cut material to be removed from site, including disposal, related items and appurtenances, complete in place	22	CY	\$ 30.00	\$ 660.00
Total Alternate Bid #1.....				\$	32,310.00
TOTAL BID (BASE BID + Alternate Bid #1).....				\$	704,690.75



Brazos County Purchasing Department

200 S. TX. AVE., STE 352 BRYAN, TX 77803
PHONE (979) 361-4292 FAX (979) 361-4293

Addendum #1 to CIP 24-619 Tax Office & AgriLife Site Drainage Improvements

Issued: June 3, 2024
Change: Pre-Proposal Questions and Pre-Proposal Sign In Sheet
Reason: Information

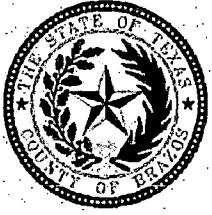
Pre-Proposal Sign In Sheet attached on bidding website.

Pre-Proposal Meeting Minutes:

1. Will a changeable message board be required?
 - a. No
2. Will joints be allowed for the copper water service?
 - a. Yes
 - b. The service to the tax office is 88 LF, and the service to the AgriLife building is 74 LF (162 LF total)
3. Will permits be required by the city?
 - a. No permit required per email communications with the city.
4. Will the 4" irrigation conduit bores avoid the existing fiber lines?
 - a. Some of these bores will cross the existing fiber lines, sanitary sewer service, and storm sewer line.
 - b. The crossings appear to be in grassed areas. However, the exact location is unknown until field investigations have been completed by the contractor. The contractor will need to accurately locate the existing utilities prior to boring the conduits.
5. Will a licensed plumber be required for the installation of the new water service?
 - a. Yes
 - b. Utility Note #7 on sheet C1.0 notes "A licensed plumber is required for all work related to water and sanitary sewer that is on private property".
6. Will a licensed electrician be required for the electrical work?
 - a. Yes.
 - b. This is not noted on the plans but will be required.

This addendum should be signed by an authorized representative of the respondent and returned with the bid documents as specified in the bid.

Acknowledgement of Addendum:
Signature: Gene Norman
Printed Name: Gene Norman



Brazos County Purchasing Department

200 S. TX. AVE., STE 352 BRYAN, TX 77803
PHONE (979) 361-4292 FAX (979) 361-4293

Addendum #2 to CIP 24-619 Tax Office & AgriLife Site Drainage Improvements

Issued: June 5, 2024
Change: Updated Bid Form
Reason: Incorrect bid items

Please see the updated Bid Form attached titled, Exhibit B - Bid Form - ADDENDUM #2. This is to correct the item for existing columns to reflect the construction plans.

Acknowledgement of Addendum:

Signature: *Gene Norman*
Printed Name: Gene Norman

CHANGE ORDER #1

Date of Issuance:	10/23/2024	Owner's Contract No.:	CIP # 24-619
Owner:	Brazos County	Engineer's Project No.:	619016
Contractor:	Norman Construction		
Project:	Tax Office & AgriLife Site Drainage Imp		


The Contract is modified as follows upon execution of this Change Order:
 Description: Updated to include Section E: Structural Foundation

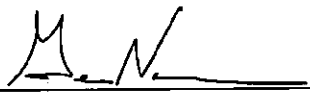
Bid Item No.:	Description	Quantity	Bid Unit	Bid Price	Total
C-13	6" wide NDS Dura Slope Trench Drain system (44 LF), including grate, couplings, concrete encasement, related items and appurtenances, complete in place.	115	LF	\$76.00	\$8,740.00
E-1	Exterior beams, including related items and appurtenances, complete in place	321.5	LF	\$17.60	\$5,658.40
E-2	Interior beams, including related items and appurtenances, complete in place	115.5	LF	\$17.60	\$2,032.80
E-3	16" pier with 36" bell, including related items and appurtenances, complete in place	20	EA	\$3,150.00	\$63,000.00
E-4	Excavation and haul off, including related items and appurtenances, complete in place	735	CY	\$30.00	\$22,050.00
E-5	Select fill (imported and compacted), including related items and appurtenances, complete in place	282	CY	\$30.00	\$8,460.00
E-6	Handrails, including related items and appurtenances, complete in place	366	LF	\$75.00	\$27,450.00
E-7	8" paving (4" added to existing 4"), including related items and appurtenances, complete in place	271	SY	\$56.00	\$15,176.00
Change Order Total Increase					\$152,567.20


CHANGE IN CONTRACT PRICE

CHANGE IN CONTRACT ITEMS FOR OLD RELIANCE

Original Contract Price: <u>\$672,380.75</u>	Original Contract Times: days 60 Substantial Completion: Ready for Final Payment:
Change from previously approved Change Order No. N/A to No. N/A: <u>\$0.00</u>	Change from previously approved Change Orders <u>No. 0</u> to <u>No. 0</u> : Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u>
Contract Price prior to this Change Order: <u>\$672,380.75</u>	Contract Times prior to this Change Order: <u>days</u> Substantial Completion: Ready for Final Payment:
Increase of this Change Order: <u>\$152,567.20</u>	Change of this Change Order: Additional Days: <u>days 60</u> Substantial Completion: Ready for Final Payment:
Contractor Price incorporating this Change Order: <u>\$824,947.95</u>	Contract Times with all approved Change Orders: Substantial Completion: Ready for Final Payment:

By: 
Owner (Authorized Signature)
Title: COUNTY JUDGE
Date: 10/29/2024

By: 
Contractor (Authorized Signature)
Title: President
Date: 10/24/2024

RECOMMENDED:
By: 
Title: Project Engineer

Date: 10/24/2024



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

Road and Bridge

NUMBER:

CC2024 Highway 6 Bess
Subdivision Final Plat - Being a
Replat of Lake Millican Estates Lot
17

DATE OF COURT MEETING:

10/29/2024

ITEM:

Approval of the Final Plat of Highway 6 BESS Subdivision, Lot 1, Block A; 0.976 Acre; BBB & CRR Survey, Abstract No. 84; Being a Replat of Lake Millican Estate, Lot 17; Brazos County, Texas. Site is located in Precinct 1.

TO:

Commissioners Court

FROM:

Karen Tyler

DATE:

10/23/2024

FISCAL IMPACT:

False

BUDGETED:

False

DOLLAR AMOUNT:

\$0.00

ATTACHMENTS:

File Name

Description

Type

[Application-Lake Millican Lot 17 Replat-Highway 6 BESS Subdivision.pdf](#)

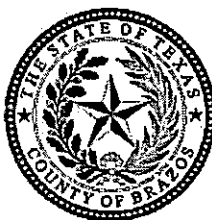
Application for Development

Backup Material

[Highway 6 BESS Subdivision Final Plat 10-23-2024.pdf](#)

Plat

Backup Material



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Road and Bridge NUMBER: CC2024 Highway 6 Bess
Subdivision Final Plat - Being a
Replat of Lake Millican Estates Lot
17

DATE OF COURT MEETING: 10/29/2024

ITEM: Approval of the Final Plat of Highway 6 BESS Subdivision, Lot 1, Block A; 0.976 Acre; BBB & CRR Survey, Abstract No. 84; Being a Replat of Lake Millican Estate, Lot 17; Brazos County, Texas. Site is located in Precinct 1.

TO: Commissioners Court

FROM: Karen Tyler

DATE: 10/23/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
Application-Lake_Millican_Lot_17_Replat-Highway_6_BEES_Subdivision.pdf	Application for Development	Backup Material
Highway_6_BEES_Subdivision_Final_Plat_10-23-2024.pdf	Plat	Backup Material

APPROVED

Duane Peters
County Judge

Date



Brazos County Road & Bridge Office

2617 SH 21 West

Bryan, TX 77803

Telephone: (979) 822-2127

Fax: (979) 775-0456

Email: plats@brazoscountytexas.gov

PLAT APPLICATION

SUBJECT PROPERTY INFORMATION	
APPLICATION DATE *:	RESUBMITTAL: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
PROJECT / SUBDIVISION NAME:	Lake Millican Estates, Lot 17 Replat
PROJECT ADDRESS OR LOCATION:	Lot 17, Lake Millican Estates
LEGAL DESCRIPTION:	LAKE MILLICAN ESTATES, LOT 17, ACRES 2.98
IF RESUBMITTAL, PROJECT FORMERLY KNOWN AS:	
NUMBER OF LOTS: Replat from 1 lot into 2	TOTAL ACREAGE 2.98 Acres
JURISDICTION: <input type="checkbox"/> CITY LIMITS <input type="checkbox"/> ETJ <input checked="" 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 type="checkbox"/> COMMERCIAL
<input checked="" type="checkbox"/> OTHER (Please explain): Battery Energy Storage Project, typically industrial		

FLOODPLAIN	
IS ANY OF THE PROPERTY LOCATED IN A FLOODPLAIN OR FLOOD HAZARD AREA?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
<p>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.</p>	

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 type="checkbox"/> AutoCAD (.dwg file)	(Email To: plats@brazoscountytexas.gov)
911 ADDRESSING	<input checked="" type="checkbox"/> ADOBE (.pdf file) <input type="checkbox"/> AutoCAD (.dwg file)	(Email To: gis@brazoscountytexas.gov)

CONTACT INFORMATION

APPLICANT INFORMATION		
FIRM NAME: Stella Energy Solutions		
CONTACT: Andrew Burke		
ADDRESS: 9595 Six Pines Dr. Ste. 8210		
CITY: The Woodlands	STATE: Texas	ZIP: 77380
PHONE: 361-542-6710	FAX:	
EMAIL: aburke@stellaess.com		

PROPERTY OWNER INFORMATION		
FIRM NAME:		
CONTACT: EUGENE B SAVAGE III		
ADDRESS: P.O. Box 7		
CITY: Wellborn	STATE: Texas	ZIP: 77881-007
PHONE: 979-255-0102	FAX:	
EMAIL: g3savage@gmail.com		

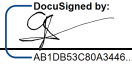
ENGINEER INFORMATION		
FIRM NAME:		
CONTACT:		
ADDRESS:		
CITY:	STATE:	ZIP:
PHONE:	FAX:	
EMAIL:		

SURVEYOR INFORMATION		
FIRM NAME: Bowman		
CONTACT: Emily Hiler		
ADDRESS:		
CITY: Austin	STATE: TX	ZIP:
PHONE: 512-327-1180	FAX:	
EMAIL: ehiler@bowman.com		

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

PROPERTY OWNER CONSENT / AGENT AUTHORIZATION

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

SIGNATURE: 	PRINTED NAME: Gene Savage	DATE: 9/20/2024
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.

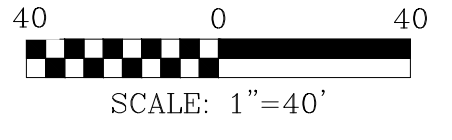
- If entrances or driveways are proposed fronting Texas Department of Transportation (TxDOT) controlled highways, farm-to-market Roads, or others, copies of correspondence with TxDOT are required to be submitted with the Preliminary Plan stating that the general entrance or driveway configuration is 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.

HIGHWAY 6 BESS SUBDIVISION FINAL PLAT



SEPTEMBER, 2024
BRAZOS COUNTY, TEXAS

LEGEND

- 1/2" IRON ROD FOUND (OR AS NOTED)
- 1/2" IRON ROD W/ PLASTIC CAP STAMPED "BCG" SET
- ▲ CALCULATED POINT
- ⊕ BENCHMARK
- OHU— OVERHEAD ELECTRIC
- X— WIRE FENCE
- 120— EXISTING CONTOUR LINE
- GUY WIRE
- ⊙ POWER POLE
- ⊞ UTILITY PEDESTAL
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- P.O.R. POINT OF REFERENCE
- O.R.B.C.T. OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS

BEARING BASIS:

BEARING BASIS IS TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83 BASED ON MULTIPLE, REPEATED OBSERVATIONS ON CONTROL POINT 99 WITH THE ALTERRA RTKNET VRS NETWORK. SITE DATA WAS COLLECTED VIA RTK UTILIZING CONTROL POINT 99 AS BASE STATION.

CP-99 1/2-INCH IRON ROD WITH "BOWMAN" CONTROL CAP
N = 10149862.09
E = 3620450.82
ELEV = 214.77'

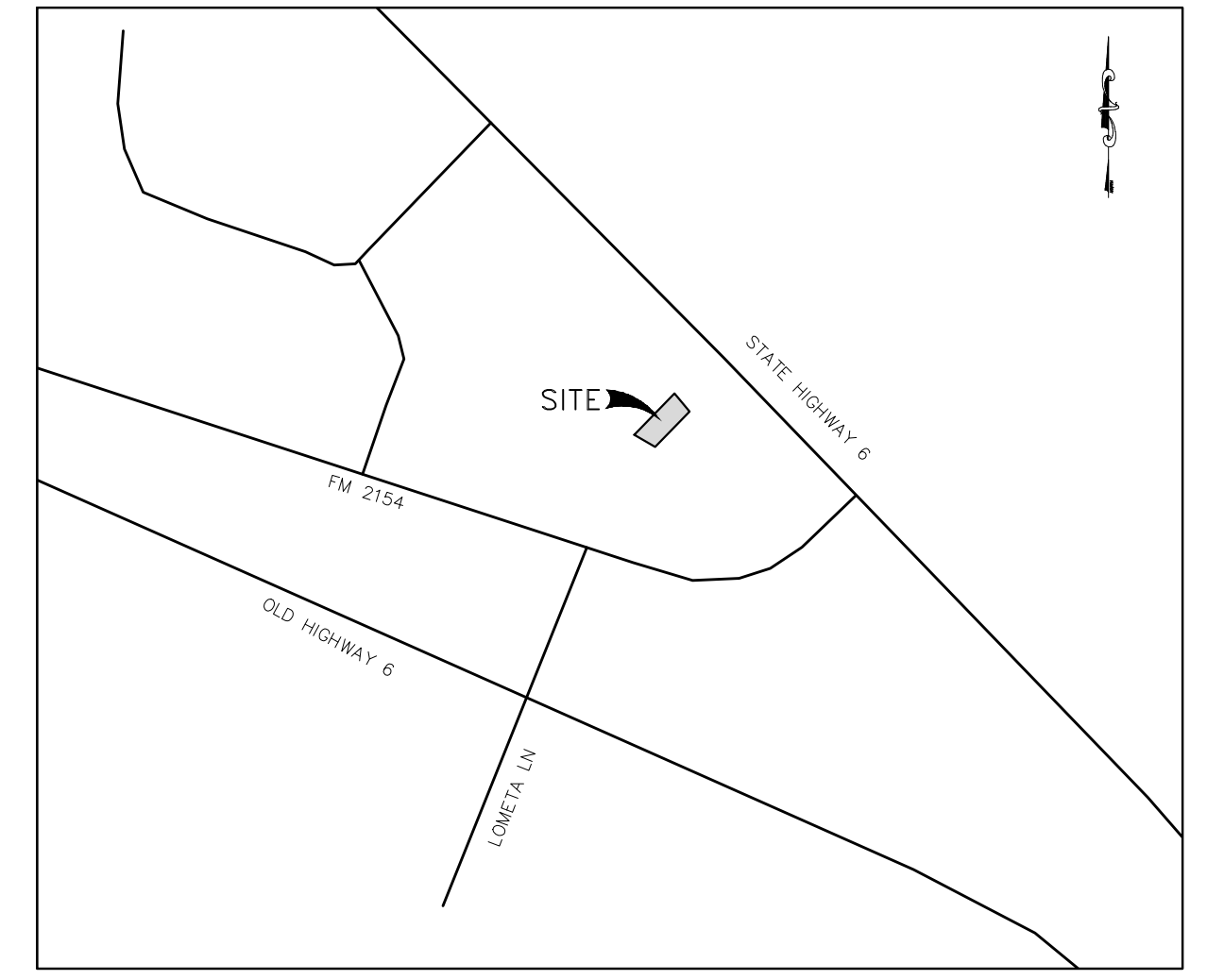
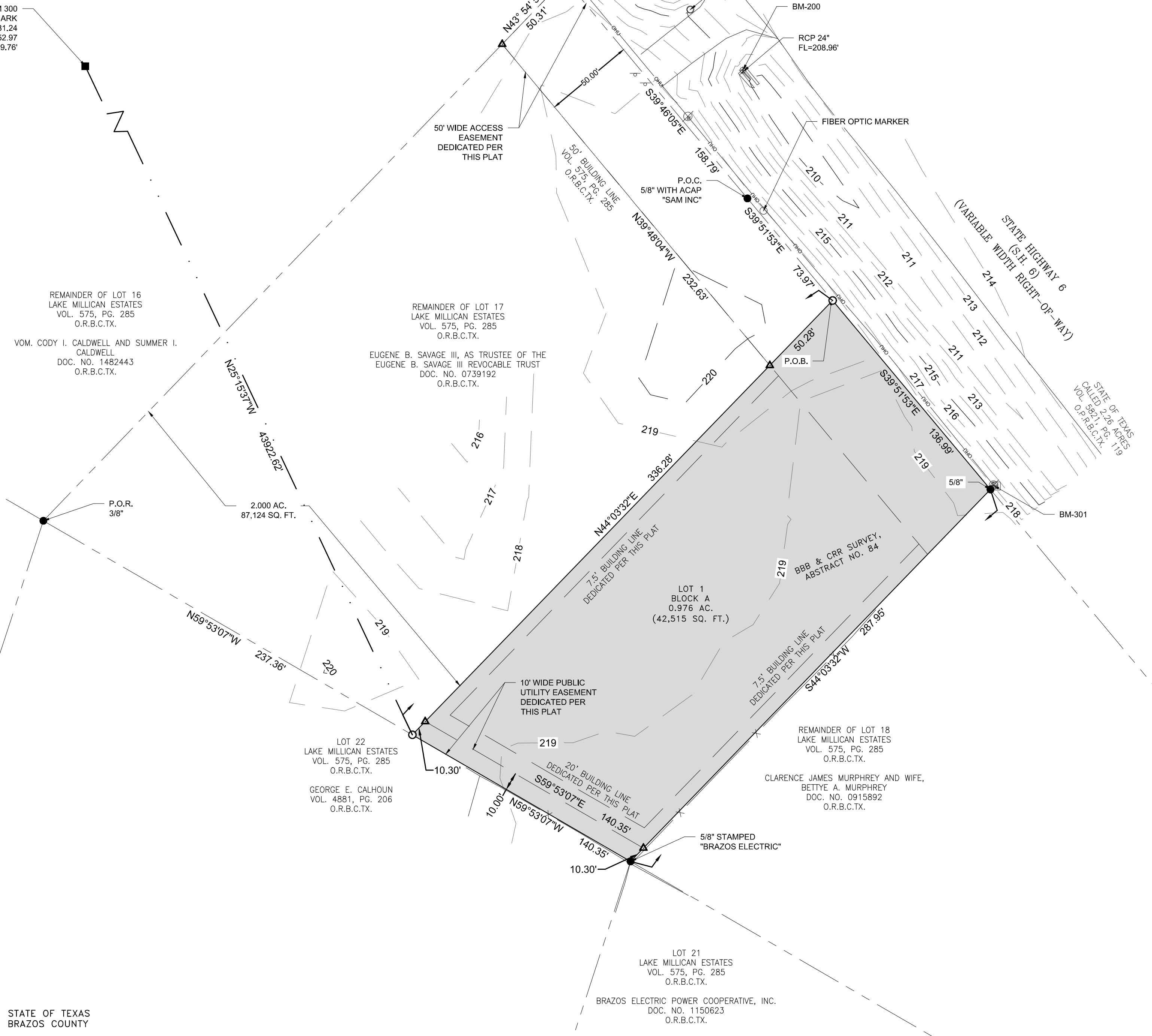
1. COORDINATES AND DISTANCES SHOWN HEREON ARE BASED ON GRID MEASUREMENTS.
2. VERTICAL DATUM: NAVD 88 (GEOID18) BASED ON MULTIPLE, REPEATED OBSERVATIONS ON CONTROL POINT 99 WITH THE ALTERRA RTKNET VRS NETWORK.

NOTES:

1. CONTOUR INTERVAL IS 1 FT.
2. THE DESCRIPTIONS OF THE MONUMENTS FOUND, OR SET, AT THE CORNERS OF THE SUBJECT PROPERTIES ARE AS SHOWN ON THE SURVEY. THE REAL PROPERTY COMPRISING LAND DEPICTED ON THIS SURVEY IS SOMETIMES REFERRED TO HEREIN AS THE "SITE".
3. MEASURED BEARINGS, DISTANCES, AND ACREAGE ARE GRID, NAD83 STATE PLANE COORDINATE SYSTEM, TEXAS SOUTH CENTRAL ZONE 4204.
4. UNDERGROUND UTILITIES, PIPELINES, SPRINKLER SYSTEMS, VALVES, BOXES, AND/OR SPRINKLER HEADS THAT MAY EXIST, ARE NOT SHOWN HEREON.
5. ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AND WERE CALCULATED BY APPLYING VERTICAL SHIFTS DERIVED FROM GEOID MODEL 2018 TO ELLIPSOID HEIGHTS CALCULATED FROM GPS/GNSS OBSERVATIONS REFERENCED TO THE NORTH AMERICAN DATUM OF 1983, CORS ADJUSTMENT (NAD83 (NA2011)).
6. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT/COMMITMENT. THERE MAY BE EASEMENTS, RESTRICTIONS AND/OR COVENANTS AFFECTING THIS PROPERTY, NOT SHOWN HEREON.
7. THE TRACT SHOWN HEREON LIES WITHIN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN), AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, NATIONAL FLOOD INSURANCE PROGRAM, AS SHOWN ON MAP NO. 48041C0400E, DATED 5/16/2012, FOR BRAZOS COUNTY, TEXAS AND INCORPORATED AREAS. IF THIS SITE IS NOT WITHIN AN IDENTIFIED SPECIAL FLOOD HAZARD AREA, THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.
8. BUILDING SETBACKS:
FRONT: 50 FEET
SIDE: 20 FEET
REAR: 7.5 FEET
9. 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.
10. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.

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.

11. <1.0 ACRE LOT NOT MEETING MINIMUM REQUIREMENTS IN LOCAL OSSF ORDER WILL NOT BE ELIGIBLE TO BE ISSUED AN OSSF PERMIT. THE DEVELOPER INDICATES THEIR PLANNED USE WILL NOT INCLUDE ANY STRUCTURES WITH PLUMBING ON THIS TRACT AND THAT WILL REQUIRE OSSF.



METES AND BOUNDS DESCRIPTION

DESCRIPTION OF 0.976 ACRE (42,515 SQUARE FEET) OF LAND IN THE BBB & CRR SURVEY, ABSTRACT NO. 84, BRAZOS COUNTY, TEXAS, BEING A PORTION OF A REMAINDER OF LOT 17, LAKE MILICAN ESTATES, RECORDED IN VOLUME 575, PAGE 285, OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS (O.R.B.C.T.), DESCRIBED IN A DEED TO EUGENE B. SAVAGE III, AS TRUSTEE OF THE EUGENE B. SAVAGE III REVOCABLE TRUST, RECORDED IN DOCUMENT NO. 0739192, O.R.B.C.T.; SAID 0.976 ACRE (42,515 SQUARE FEET) OF LAND AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD., AND SHOWN ON THE ACCOMPANYING SKETCH BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 5/8-INCH IRON ROD WITH AN ALUMINUM CAP STAMPED "SAM" FOUND ON THE SOUTHWEST RIGHT-OF-WAY LINE OF STATE HIGHWAY 6 (S.H. 6), A VARIABLE WIDTH RIGHT-OF-WAY, SAME BEING ON THE NORTHEAST LINE OF SAID REMAINDER OF LOT 17;

THENCE SOUTH 39 DEGREES 51 MINUTES 53 SECONDS EAST, WITH THE SOUTHWEST RIGHT-OF-WAY LINE OF SAID S.H. 6 AND THE NORTHEAST LINE OF SAID REMAINDER OF LOT 17, A DISTANCE OF 73.97 FEET TO A 1/2-INCH IRON ROD SET WITH A PLASTIC CAP STAMPED "BCG" SET, FOR THE NORTH CORNER OF THE TRACT DESCRIBED HEREIN AND THE POINT OF BEGINNING;

THENCE SOUTH 39 DEGREES 51 MINUTES 53 SECONDS EAST, CONTINUING WITH THE SOUTHWEST RIGHT-OF-WAY LINE OF SAID S.H. 6 AND THE NORTHEAST LINE OF SAID REMAINDER OF LOT 17, A DISTANCE OF 136.99 FEET TO A 5/8-INCH IRON ROD FOUND, FOR THE NORTH CORNER OF THE REMAINDER OF LOT 18, OF SAID LAKE MILICAN ESTATES, SAME BEING THE EAST CORNER OF SAID REMAINDER OF LOT 17 AND OF THE TRACT DESCRIBED HEREIN;

THENCE SOUTH 44 DEGREES 03 MINUTES 32 SECONDS WEST, WITH THE COMMON LINE OF SAID REMAINDER OF LOT 18 AND OF SAID REMAINDER OF LOT 17, A DISTANCE OF 287.95 FEET TO A 5/8-INCH IRON ROD STAMPED "BRAZOS ELECTRIC" FOUND, FOR THE NORTH CORNER OF LOT 21 OF SAID LAKE MILICAN ESTATES, THE EAST CORNER OF LOT 22, OF SAID LAKE MILICAN ESTATES, THE WEST CORNER OF SAID REMAINDER OF LOT 18, AND THE SOUTH CORNER OF SAID REMAINDER OF LOT 17 AND OF THE TRACT DESCRIBED HEREIN;

THENCE NORTH 59 DEGREES 53 MINUTES 07 SECONDS WEST, WITH THE COMMON LINE OF SAID LOT 22 AND OF SAID REMAINDER OF LOT 17, A DISTANCE OF 140.35 FEET TO A 1/2-INCH IRON ROD SET WITH A PLASTIC CAP STAMPED "BCG" SET, FOR THE WEST CORNER OF THE TRACT DESCRIBED HEREIN, FROM WHICH A 3/8-INCH IRON ROD FOUND, FOR THE WEST CORNER OF SAID REMAINDER OF LOT 17, BEARS NORTH 59 DEGREES 53 MINUTES 07 SECONDS WEST, A DISTANCE OF 237.36 FEET;

THENCE, NORTH 44 DEGREES 03 MINUTES 32 SECONDS EAST, OVER AND ACROSS SAID REMAINDER OF LOT 17, A DISTANCE OF 336.28 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.976 ACRE (42,515 SQUARE FEET) OF LAND.

CERTIFICATE OF OWNERSHIP AND DEDICATION AS FOLLOWS:

I, EUGENE B. SAVAGE III, OWNER AND DEVELOPER OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS HIGHWAY 6 BESS SUBDIVISION, A SUBDIVISION IN BRAZOS COUNTY, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL RIGHT-OF-WAYS, EASEMENT, AND OTHER PUBLIC PLACES SHOWN HEREIN.

EUGENE B. SAVAGE III
P.O. BOX 7
WELLBORN, TEXAS
77881
DATE: _____

STATE OF TEXAS
BRAZOS COUNTY

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED, RUBEN GUZMAN, 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 PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2024.

NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES: _____
DATE: _____



SURVEYOR'S CERTIFICATION

STATE OF TEXAS
COUNTY OF BRAZOS

I, DANIEL WAYNE COGBURN, A REGISTERED PROFESSIONAL LAND SURVEYOR (RPLS), IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND UNDER MY SUPERVISIONS.

Daniel Wayne Cogburn
DATE: 10/23/2024

DANIEL WAYNE COGBURN
R.P.L.S. #6894
BOWMAN CONSULTING GROUP, LTD.
807 LAS CIMAS PKWY, LAS CIMAS II, #350,
AUSTIN, TX 78746
254-230-4320

BM BENCHMARK CP HORIZONTAL CONTROL POINT (GRID)			
GRID COORDINATES	NORTHING	EASTING	ELEVATION (NAVD88/GEOID18) TYPE
CP-99	10149862.09	3620450.82	214.77' 1/2-INCH IRON ROD W/PLASTIC CAP STAMPED "BCG" CAP
BM-200	10149828.36	3620480.05	211.55' MAG NAIL IN CONCRETE
BM-301	10149597.35	3620619.56	220.00' RAIL ROAD SPIKE IN POWER POLE
BM-300	10189181.27	3601553.03	199.85' BRASS DISK SET IN CONCRETE

STATE OF TEXAS
BRAZOS COUNTY
THE COMMISSIONER'S COURT OF BRAZOS COUNTY, TEXAS VOTED AFFIRMATIVELY TO RECOMMEND CONDITIONAL APPROVAL OF THIS PRELIMINARY PLAN, SUBJECT TO CONDITIONS ENUMERATED IN MINUTES OF THIS DATE.
DATED THIS _____ DAY OF _____, 2024.

COUNTY JUDGE
BRAZOS COUNTY, TEXAS

STATE OF TEXAS
BRAZOS COUNTY

I, _____, COUNTY CLERK OF BRAZOS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS PLAT, WITH ITS CERTIFICATES OF AUTHENTICATION WAS FILED FOR RECORD ON THE _____ DAY OF _____, 2024, AND DULY RECORDED IN VOLUME _____ PAGE _____, OFFICIAL RECORDS OF BRAZOS COUNTY.

COUNTY CLERK
BRAZOS COUNTY, TEXAS

FILE: P:\70661-01-028 HIGHWAY 6 PLAT.DWG	DATE: 10/23/2024	DRAWN BY: EAH	NUMBER OF LOTS: 1
SCALE: 1"=40'	CHECKED BY: DWC	TOTAL AREA: 0.976 AC.	TYPE: REPLAT
JOB #: 70661-01-028			
NO.	REVISION	BY	DATE
PLOT DATE: Oct 23, 2024--11:55am			



Bowman Consulting Group, Ltd.
807 Las Cimas Pkwy, Suite 350, Austin, Texas 78746
Phone: (512) 327-1180 Fax: (512) 327-4062
www.bowmanconsulting.com © Bowman Consulting Group, Ltd.
TBPE Firm No. F-14309 | TBPLS Firm No. 101206-00

HIGHWAY 6 BESS SUBDIVISION
LOT 1, BLOCK A: BEING A 0.976 ACRE TRACT OF LAND (42,515 SQ.FT.) IN THE BBB & CRR SURVEY, ABSTRACT NO. 84, BRAZOS COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF LOT 17, LAKE MILICAN ESTATES, RECORDED IN VOLUME 575, PAGE 285, O.R.B.C.T., DESCRIBED IN A DEED TO EUGENE B. SAVAGE III, AS TRUSTEE OF THE EUGENE B. SAVAGE III REVOCABLE TRUST, RECORDED IN DOCUMENT NO. 0739192, O.R.B.C.T.



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Road and Bridge NUMBER: CC2024 Southern Pointe
Subdivision Section 105 Final Plat

DATE OF COURT MEETING: 10/29/2024

ITEM: Approval of the Final Plat of Southern Pointe Subdivision Section 105; 14.061 Acres; Sterrett D. Smith League Survey, A-210; City of College Station ETJ, Brazos County, Texas, Site is located in Precinct 1.

TO: Commissioners Court

FROM: Karen Tyler

DATE: 10/24/2024

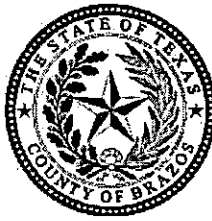
FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
2024-04-03_FP_APP_Southern_Pointe_105_FIRST.pdf	Application for Development	Backup Material
Southern_Pointe_105_Final_plat.pdf	Plat	Backup Material



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Road and Bridge NUMBER: CC2024 Southern Pointe
Subdivision Section 105 Final Plat

DATE OF COURT MEETING: 10/29/2024

ITEM: Approval of the Final Plat of Southern Pointe Subdivision Section 105; 14.061 Acres;
Sterrett D. Smith League Survey, A-210; City of College Station ETJ, Brazos County,
Texas, Site is located in Precinct 1.

TO: Commissioners Court

FROM: Karen Tyler

DATE: 10/24/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
2024-04-03_FP_APP_Southern_Pointe_105_FIRST.pdf	Application for Development	Backup Material
Southern_Pointe_105_Final_plat.pdf	Plat	Backup Material

APPROVED

Duane Peters
County Judge

Date



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

PLAT APPLICATION

SUBJECT PROPERTY INFORMATION			
APPLICATION DATE *: 4-2-2024	RESUBMITTAL:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
PROJECT / SUBDIVISION NAME: Southern Pointe Subdivision Section 105			
PROJECT ADDRESS OR LOCATION: 17565 SH-6 S TX			
LEGAL DESCRIPTION: A021000, S D SMITH (OCL), TRACT 25, 341.551 ACRES			
IF RESUBMITTAL, PROJECT FORMERLY KNOWN AS: N/A			
NUMBER OF LOTS: 69	TOTAL ACREAGE 14.061		
JURISDICTION :	<input type="checkbox"/> CITY LIMITS	<input checked="" type="checkbox"/> College Station 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 checked="" type="checkbox"/>	FINAL PLAT	<input type="checkbox"/>	AMENDING PLAT
<input type="checkbox"/>		<input type="checkbox"/>	PRELIMINARY PLAN
<input type="checkbox"/>		<input type="checkbox"/>	REPLAT

APPLICATION PURPOSE		
<input checked="" type="checkbox"/> RESIDENTIAL	<input type="checkbox"/> MANUFACTURED HOME RENTAL COMMUNITY	<input 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
<p>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.</p>	

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	
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APPLICANT INFORMATION		
FIRM NAME: Schultz Engineering, LLC		
CONTACT: Ricky Flores, P.E.		
ADDRESS: 911 Southwest Parkway East		
CITY: College Station	STATE: TX	ZIP: 77840
PHONE: 979-764-3900	FAX: 979-764-3910	
EMAIL: ricky@schultzeng.com		

PROPERTY OWNER INFORMATION		
FIRM NAME: Phillips 3 Land Holdings, LLC		
CONTACT: Wallace Phillips		
ADDRESS: 1140 Midtown Drive		
CITY: College Station	STATE: TX	ZIP: 77845
PHONE: 979-255-4466	FAX:	
EMAIL: wsphillips3@gmail.com		

ENGINEER INFORMATION		
FIRM NAME: Schultz Engineering, LLC		
CONTACT: Ricky Flores, P.E.		
ADDRESS: 911 Southwest Parkway East		
CITY: College Station	STATE: TX	ZIP: 77840
PHONE: 979-764-3900	FAX: 979-764-3910	
EMAIL: ricky@schultzeng.com		

SURVEYOR INFORMATION		
FIRM NAME: Kerr Surveying, LLC		
CONTACT: Nathan Paul Kerr		
ADDRESS: 409 N Texas Ave		
CITY: Bryan	STATE: TX	ZIP: 77803
PHONE: 979-268-3195	FAX:	
EMAIL: nathan@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>Wallace Phillips</i>	PRINTED NAME: Wallace Phillips	DATE: 4/3/2024
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 + \$5 per lot
FINAL PLAT:	\$150 + \$10 per lot	AMENDING PLAT:	\$100	REPLAT:	\$150

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:

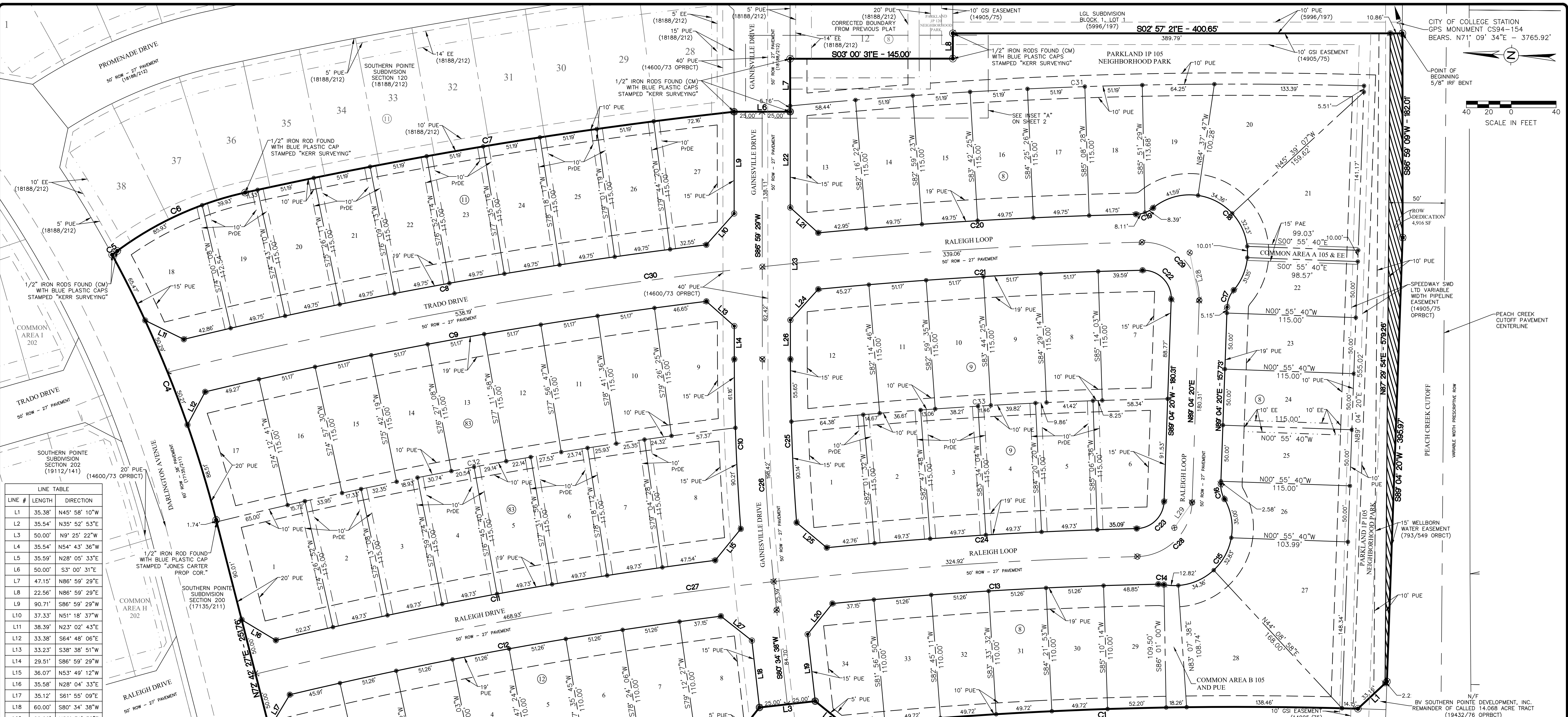
- Title Block with the following information:
 - Name, address, telephone and email address of Subdivider, recorded Owner, Engineer and surveyor.
 - Proposed name of Subdivision. (Subdivision name & Street names will be approved through the Brazos County 911.) (Replats need to retain original Subdivision 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.



LINE TABLE

LINE #	LENGTH	DIRECTION
L1	35.38'	N45° 58' 10" W
L2	35.54'	N35° 52' 53" E
L3	50.00'	N9° 25' 22" W
L4	35.54'	N54° 43' 36" W
L5	35.59'	N28° 05' 33" E
L6	50.00'	S3° 00' 31" E
L7	47.15'	N86° 59' 29" E
L8	22.56'	N86° 59' 29" E
L9	90.71'	S86° 59' 29" W
L10	37.33'	N51° 18' 37" W
L11	38.39'	N23° 02' 43" E
L12	33.38'	S64° 48' 06" E
L13	33.23'	S38° 38' 51" W
L14	29.51'	S86° 59' 29" W
L15	36.07'	N53° 49' 12" W
L16	35.58'	N28° 04' 33" E
L17	35.12'	S61° 55' 09" E
L18	60.00'	S80° 34' 38" W
L19	60.00'	N80° 34' 38" E
L20	35.17'	S54° 07' 40" E
L21	33.61'	N39° 13' 57" E
L22	85.40'	N86° 59' 29" E
L23	100.25'	S86° 59' 29" W
L24	37.04'	S50° 48' 10" E
L25	34.97'	N36° 47' 03" E
L26	34.88'	N86° 59' 29" E
L27	35.17'	S35° 16' 57" W
L28	43.29'	N75° 42' 54" E
L29	27.55'	S57° 56' 16" E
L30	27.04'	N86° 59' 29" E
L31	17.04'	N86° 59' 29" E
L32	23.15'	S86° 59' 29" W

Curve Table

CURVE #	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD DIRECTION
C1	456.48'	3535.00'	007°23'55"	228.56'	456.16'	N04°54'46"W
C2	290.51'	3535.05'	004°42'31"	145.34'	290.43'	N12°35'15"W
C3	85.04'	3535.00'	001°22'42"	42.52'	85.04'	N15°37'51"W
C4	254.53'	1030.00'	014°09'31"	127.92'	253.88'	N65°37'41"E
C5	5.71'	111.21'	002°56'24"	2.85'	5.71'	S39°32'17"E
C6	126.18'	300.00'	024°05'56"	64.04'	125.25'	S27°29'19"E
C7	441.80'	4090.00'	006°11'21"	221.12'	441.59'	S12°20'41"E
C8	473.41'	3975.00'	006°49'25"	236.98'	473.13'	N13°12'13"W
C9	454.13'	3925.00'	006°37'45"	227.32'	453.88'	S13°11'36"E
C10	151.38'	2025.00'	004°16'59"	75.72'	151.34'	S84°50'59"W
C11	398.15'	3695.00'	006°10'26"	199.27'	397.96'	N13°16'31"W

Curve Table

CURVE #	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD DIRECTION
C12	390.66'	3645.00'	006°08'27"	195.52'	390.47'	S13°16'44"E
C13	291.08'	3645.00'	004°34'31"	145.61'	290.98'	S06°20'57"E
C14	5.01'	25.00'	011°29'01"	2.51'	5.00'	S01°40'49"W
C15	117.01'	51.50'	130°10'25"	110.88'	93.42'	S57°39'53"E
C16	13.89'	25.00'	031°49'26"	7.13'	13.71'	N73°09'37"E
C17	16.73'	25.00'	038°20'34"	8.69'	16.42'	S71°45'23"E
C18	152.51'	51.50'	169°40'26"	569.95'	102.58'	N42°34'41"E
C19	16.58'	25.00'	038°00'06"	8.61'	16.28'	N23°15'29"W
C20	283.69'	3975.00'	004°05'21"	141.91'	283.63'	N06°18'07"W
C21	289.55'	3925.00'	004°13'36"	144.84'	289.49'	S06°18'05"E
C22	40.69'	25.00'	093°15'36"	26.46'	36.35'	S42°26'32"W

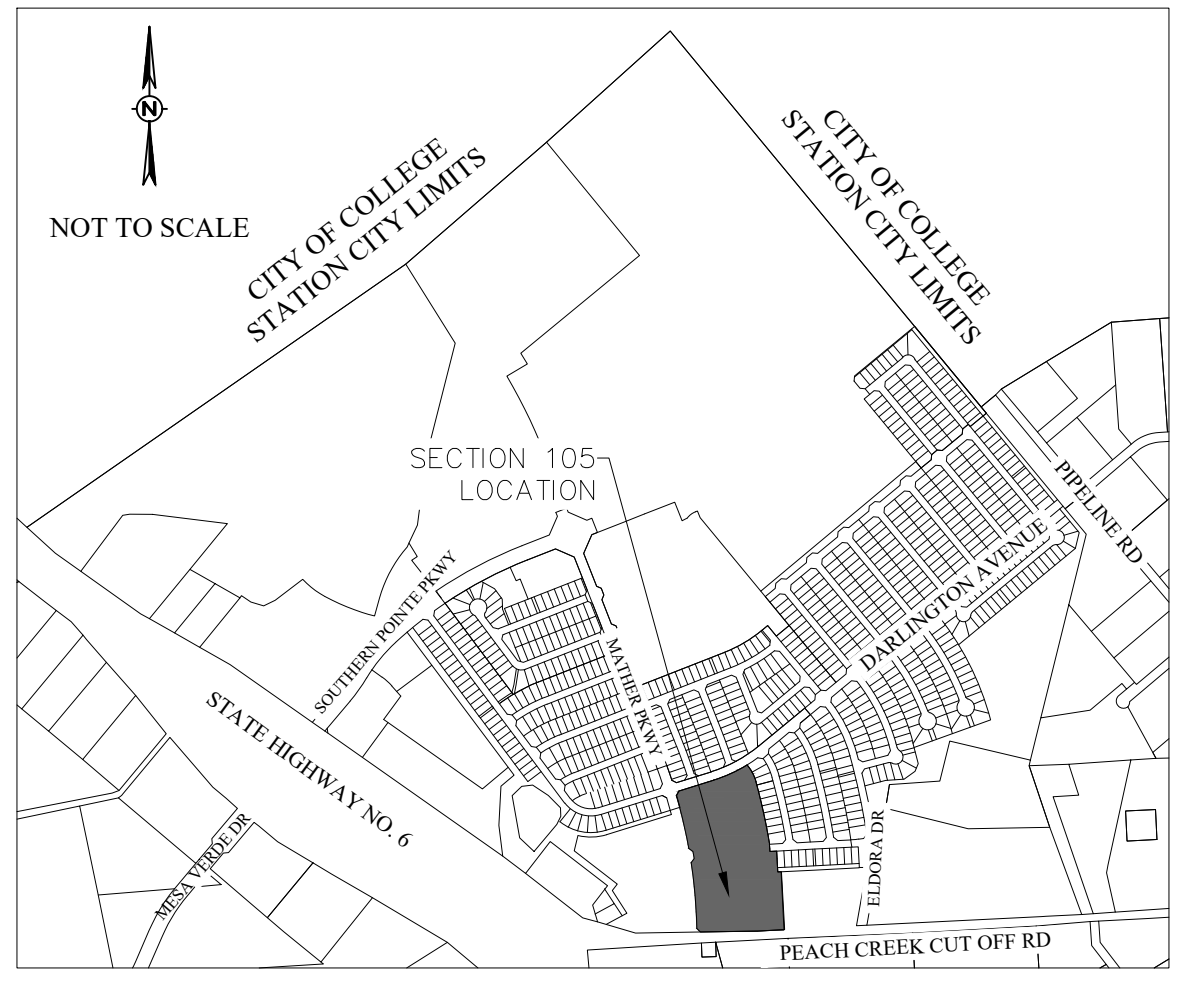
Curve Table

CURVE #	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD DIRECTION
C23	37.78'	25.00'	086°34'55"	23.55'	34.29'	N47°38'12"W
C24	276.77'	3695.00'	004°17'30"	138.45'	276.70'	N06°29'30"W
C25	145.79'	1975.00'	004°13'46"	72.93'	145.76'	N84°52'36"E
C26	223.89'	2000.00'	006°24'51"	112.06'	223.78'	S83°47'04"W
C27	794.28'	3670.00'	012°24'01"	398.70'	792.73'	S10°32'45"E
C28	75.56'	50.00'	086°34'55"	47.10'	68.57'	S47°38'12"E
C29	81.38'	50.00'	093°15'36"	52.93'	72.69'	N42°26'32"E
C30	877.77'	3950.00'	012°43'56"	440.70'	875.97'	N10°33'14"W
C31	512.03'	4090.00'	007°10'23"	256.35'	511.70'	N04°57'34"W
C32	470.08'	3810.00'	007°04'09"	235.34'	469.79'	S13°13'54"E
C33	336.08'	3810.00'	005°03'15"	168.15'	335.97'	S06°24'56"E

LEGEND

- PROPERTY BOUNDARY
- - - RIGHT OF WAY
- - - LOT LINE
- - - PUBLIC UTILITY EASEMENT (P.U.E.)
- - - PRIVATE DRAINAGE EASEMENT (P.D.E.)
- - - ELECTRICAL EASEMENT (E.E.)
- - - PUBLIC ACCESS EASEMENT (P.A.E.)
- - - EXISTING PUBLIC UTILITY EASEMENT (P.U.E.)
- - - EXISTING PRIVATE DRAINAGE EASEMENT (P.D.E.)
- - - EXISTING PUBLIC ACCESS EASEMENT (P.A.E.)
- - - EXISTING PUBLIC ACCESS EASEMENT (P.A.E.)
- - - LOT CORNER - 1/2" IRON ROD SET WITH BLUE PLASTIC CAPS STAMPED "KERR SURVEYING" UNLESS OTHERWISE NOTED
- ⊗ RIGHT OF WAY CENTERLINE "X" SET IN CONCRETE
- ⊕ BLOCK LABEL
- (CM) CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY LINES
- (O) OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS
- () RECORDING INFORMATION
- - - RIGHT-OF-WAY

VICINITY MAP



FINAL PLAT
OF
SOUTHERN POINTE SUBDIVISION
SECTION 105

BLOCK 8, LOTS 13-34
BLOCK 9, LOTS 1-12
BLOCK 11, LOTS 18-27
BLOCK 12, LOTS 1-8
BLOCK 83, LOTS 1-17
COMMON AREAS A 105 & B 105
PARKLAND IP 105
14.061 ACRES
69 LOTS
STERRETT D. SMITH LEAGUE SURVEY, A-210
BRAZOS COUNTY, TEXAS

OWNER/DEVELOPER:
BY SOUTHERN POINTE DEVELOPMENT, INC.
1140 MIDTOWN DRIVE
COLLEGE STATION, TX 77845

SURVEYOR:
KERR SURVEYING, LLC
1718 Briarcrest Dr.
Bryan, TX 77802
(979) 268-3195
TBPILLS FIRM # 10018500
SURVEYS@KERRSURVEYING.NET
KERR JOB 23-1273

ENGINEER:
SCHULTZ
TBPNE NO. 12327
911 SOUTHWEST PKWY E.
College Station, Texas 77840
(979) 764-9800
SHEET 1 OF 2

NOTES:

- 1. THE PROPOSED DEVELOPMENT IS LOCATED IN THE CITY OF COLLEGE STATION ETJ. THIS DEVELOPMENT IS BEING REVIEWED AS AN "IN CITY" DEVELOPMENT PER LETTER REQUEST BY THE DEVELOPER TO THE CITY.
2. BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS STATE PLANE CENTRAL ZONE GRID NORTH (NAD 83) AS ESTABLISHED FROM GPS OBSERVATION.
3. DISTANCES SHOWN HEREON ARE SURFACE DISTANCES, TO DETERMINE GRID DISTANCES MULTIPLY BY A COMBINED SCALE FACTOR OF 0.9999059410912.
4. 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. 48041C03050E, EFFECTIVE DATE: MAY 16, 2012.
5. 1/2" IRON RODS WITH BLUE PLASTIC CAP STAMPED "KERR SURVEYING" WILL BE SET AT ALL LOT CORNERS AND ANGLE POINTS UNLESS NOTED OTHERWISE.
6. DISTANCES SHOWN ON CURVES ARE CHORD LENGTHS.
7. PROPOSED USES ARE SINGLE-FAMILY AND OPEN SPACE IN COMPLIANCE WITH THE SIGNED DEVELOPMENT AGREEMENT BETWEEN THE CITY OF COLLEGE STATION AND MICALISTER OPPORTUNITY FUND 2012, L.P., DATED MARCH 12, 2015 RECORDED IN VOLUME 12656, PAGE 190 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY (AMENDED NOVEMBER 10, 2016).
8. THE DEVELOPMENT AGREEMENT BETWEEN THE CITY AND THE DEVELOPER HAS ESTABLISHED AN EFFECTIVE DATE OF MARCH 12, 2015 BASED ON ARTICLE II OF THE DEVELOPMENT AGREEMENT (DA), THE PROPOSED DEVELOPMENT WILL COMPLY WITH THE UNIFIED DEVELOPMENT ORDINANCE OF THE CITY OF COLLEGE STATION AS OF THE "EFFECTIVE" DATE OF THE DA. THEREFORE, THE EFFECTIVE UDO IS THE FEBRUARY 10, 2015, SUPPLEMENT 4 (EFFECTIVE UDO).
9. PER THE EXECUTED UTILITY AGREEMENT BETWEEN THE CITY OF COLLEGE STATION AND BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1, EXECUTED AUGUST 21, 2015 AND AMENDED NOVEMBER 10, 2016, WATER AND WASTE WATER SERVICE ARE TO BE PROVIDED BY CITY OF COLLEGE STATION.
10. PER THE EXECUTED UTILITY AGREEMENT BETWEEN THE CITY OF COLLEGE STATION AND BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1, EXECUTED AUGUST 21, 2015 AND AMENDED NOVEMBER 10, 2016, THE CITY OF COLLEGE STATION WILL, UPON ACCEPTANCE, OWN AND OPERATE ALL PUBLIC WATER AND PUBLIC SANITARY SEWER FACILITIES IN BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1.
11. A WATER DESIGN REPORT FOR THIS SUBDIVISION WILL BE PROVIDED PER CITY STANDARDS.
12. WATER, SEWER, DRAINAGE, AND STREETS WILL BE DESIGNED AND CONSTRUCTED TO THE 2012 EDITION OF THE B/C/S UNIFIED DEVELOPMENT GUIDELINES, STANDARDS, AND SPECIFICATIONS.
13. PER THE EXECUTED DEVELOPMENT AGREEMENT (DA) BETWEEN THE CITY OF COLLEGE STATION AND MICALISTER OPPORTUNITY FUND 2012, L.P., EFFECTIVE MARCH 12, 2015, AS AMENDED, STREETS WILL BE CONSTRUCTED BASED ON THE THOROUGHFARE ROAD STANDARDS AS OF THE DATE OF THE AGREEMENT.
14. STORM SEWER SYSTEM, INCLUDING DRAINAGE CHANNELS, UNDERGROUND STORMWATER CONVEYANCE SYSTEMS, AND DETENTION PONDS WILL BE MAINTAINED BY BRAZOS COUNTY MUD NO. 1 UNTIL ANNEXATION BY THE CITY OF COLLEGE STATION. UPON ANNEXATION, THE MAINTENANCE OF THE DETENTION PONDS WILL BE THE RESPONSIBILITY OF THE HOA UNLESS THE CITY REQUESTS A CONTINUATION OF THE MUD TAXING AUTHORITY FOR THE PURPOSE OF DETENTION POND MAINTENANCE AS SET FORTH IN THE DA.
15. THE OPERATION AND MAINTENANCE OF THE LOCAL STREETS IS BASED ON AN EXECUTED INTER-LOCAL AGREEMENT BETWEEN BRAZOS COUNTY AND BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1.
16. THE OPERATION AND MAINTENANCE OF THE MAJOR STREETS IS BASED ON AN EXECUTED INTER-LOCAL AGREEMENT BETWEEN BRAZOS COUNTY AND BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1.
17. SIDEWALK MAINTENANCE IS THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION.
18. WROUGHT IRON FENCING IS REQUIRED ON BLOCK 8 LOTS 21 AND 22 ON THE SIDE FACING COMMON AREA A. THE WROUGHT IRON FENCING TO BE USED SHALL BE MANUFACTURED BY AMERISTAR, 1-800-321-8724, MAJESTIC PANELS, 3 RAIL, 52" TALL, OR SUBSTANTIALLY SIMILAR FENCING IF AMERISTAR NO LONGER MANUFACTURES MAJESTIC PANELS. THE WROUGHT IRON FENCE WILL BE 52" TALL WITH A 45 DEGREE TAPER FROM THE CEDAR FENCING TO 52", EACH 8' SECTION WILL BE LEVELED (NOT RAN WITH THE GRADE OF THE LOT).
19. COMMON AREAS AND PARKLAND WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION. UPON ANNEXATION, THE PARKLAND OWNERSHIP AND MAINTENANCE WILL BE TRANSFERRED TO THE CITY. THE REMAINING COMMON AREAS WILL CONTINUE TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
20. ELECTRICAL SERVICE FOR THIS DEVELOPMENT IS PROVIDED BY ENTERGY.
21. HOMEOWNERS ASSOCIATION EASEMENT ACTIVITIES AND/OR INFRASTRUCTURE WILL BE REFERENCED IN THE COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE SUBDIVISION.
22. 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.
23. 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.
24. ALL PUBLIC DRAINAGE EASEMENTS WILL BE IMPROVED ACCORDING TO THE DRAINAGE POLICY AND DESIGN STANDARDS.
25. THE PRIVATE DRAINAGE EASEMENTS WILL BE MAINTAINED BY THE LOT OWNERS OR THE HOA, HOMEOWNERS ASSOCIATION. FENCES, GRADING AND LANDSCAPING CANNOT IMPEDE THE FLOW IN THE PRIVATE DRAINAGE EASEMENT.
26. STORM WATER DETENTION FACILITIES FOR THIS PHASE ARE LOCATED OFF SITE AND ARE TO BE MAINTAINED BY THE HOA.
27. COMPACTION OF FILL OR AN ENGINEERED SLAB IS REQUIRED FOR LOTS THAT HAVE GREATER THAN 2 FEET OF FILL.
28. THE SUBJECT TRACT LIES WITHIN THE EXTRA-TERRITORIAL JURISDICTION (ETJ) OF THE CITY OF COLLEGE STATION.
29. EASEMENTS AND BUILDING SETBACK LINES PER DEVELOPMENT AGREEMENT, 12656/190 (O.P.R.B.C.T.). THE SETBACK LINES ARE AS FOLLOWS:
FRONT - 20'
SIDE - 5'
REAR - 20'
SIDE STREET - 15'
30. MAXIMUM IMPERVIOUS COVER TO BE 65%. THIS MAXIMUM PERCENTAGE IS IN ACCORDANCE WITH THE DRAINAGE REPORT TITLED, "DRAINAGE REPORT FOR SOUTHERN POINTE SUBDIVISION - BASIN C BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1", DATED JANUARY 2022 PREPARED BY SCHULTZ ENGINEERING, LLC.
31. THIS PLAT WAS PREPARED TO REFLECT THE TITLE REPORT PREPARED BY UNIVERSITY TITLE COMPANY, GF NO. 2403031CS, CERTIFICATION DATE 01-09-2024 AND THE NOTHING FURTHER CERTIFICATE PREPARED BY UNIVERSITY TITLE COMPANY, GF NO. 24049300S, EFFECTIVE DATE 08-22-2024. NO ADDITIONAL SURVEY RELATED ITEMS TO NOTE ON NFC. EXCEPTIONS ON REPORT ARE ADDRESSED AS FOLLOWS:
- 15' WIDE WELLBORN WATER SUPPLY CORP. EASEMENT (793/549 ORBCT) DOES CROSS THIS TRACT AS SHOWN HEREON.
- 30' WIDE PIPELINE RIGHT-OF-WAY EASEMENT TO FERGUSON BURLESON COUNTY GAS GATHERING SYSTEM (6090/61 ORBCT) AS AMENDED IN (15445/58 ORBCT) DOES APPLY TO THIS TRACT BUT MAY OR MAY NOT CROSS THIS TRACT; 6090/61 ORBCT LACKS SUFFICIENT DESCRIPTION TO LOCATE EASEMENT.
- SEWER LINE AGREEMENT (8348/46 ORBCT) DOES TO APPLY TO THIS TRACT AND MAY OR MAY NOT CROSS THIS TRACT BUT CANNOT BE SHOWN DUE TO LACK OF DESCRIPTION.
- DEVELOPMENT AGREEMENT (12656/190 ORBCT) AND PARTIAL ASSIGNMENTS AND ASSUMPTIONS (13809/78; 15446/46; 17854/89 ORBCT) DO APPLY TO THIS TRACT BUT HAVE NO PLOTTABLE OBJECTS SHOWN ON THIS PLAT.
- ORDER GRANTING THE PETITION FOR THE CREATION OF BRAZOS COUNTY MUD NO. 1 AND INFORMATION FORM (12483/207; 12669/37; AS AMENDED 14393/265 ORBCT) DO APPLY TO THIS TRACT BUT HAVE NO PLOTTABLE OBJECTS.
- PUBLIC UTILITY EASEMENT (14600/73 ORBCT) DOES CROSS THIS TRACT AS SHOWN HEREON.
- UNRECORDED RIGHT OF WAY AGREEMENT TO SPEEDWAY SWD LIMITED DATED 5-30-1994, AMENDED (14905/63; 14905/75 ORBCT) DOES CROSS THIS TRACT AS SHOWN HEREON.
- VARIABLE WIDTH SANITARY SEWER EASEMENT (15028/13; 15313/203 ORBCT) DOES CROSS THIS TRACT AS SHOWN HEREON.
- COVENANTS, CONDITIONS AND RESTRICTIONS (15485/143 ORBCT) DO APPLY TO THIS TRACT. BLANKET HOA COMMUNICATION AND LANDSCAPE EASEMENT DOES APPLY TO THIS TRACT BUT HAS NO PLOTTABLE OBJECTS.
- EASEMENT TO ATMOS ENERGY CORPORATION (14802/1 ORBCT) DOES NOT CROSS THIS TRACT.
- HUMBLE PIPE LINE CO. EASEMENT (49/194 DRBCT) AS RELEASED, RESERVING RIGHT OF INGRESS AND EGRESS FOR EXXONMOBIL PIPELINE CO. (13644/17 ORBCT) MAY OR MAY NOT APPLY TO THIS TRACT. CANNOT BE DETERMINED DUE TO LACK OF DESCRIPTION.
- EASEMENT AGREEMENT (15555/269 ORBCT) GRANTING PM FIBER, LLC USE OF DEDICATED UTILITY EASEMENTS DOES APPLY TO THIS TRACT.
- BLANKET EASEMENT (18685/29 ORBCT) TO ENTERGY TEXAS, INC. DOES APPLY TO THIS TRACT BUT HAS NO PLOTTABLE OBJECTS AND IS NOT SHOWN HEREON.
- ALL OTHER ITEMS ARE NOT SURVEY ITEMS OR ARE NOT SHOWN HEREON.

FIELD NOTES DESCRIPTION OF A 14.061 ACRE TRACT STERRETT D. SMITH LEAGUE SURVEY, ABSTRACT 210 BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF 14.061 ACRES IN THE STERRETT D. SMITH LEAGUE SURVEY, ABSTRACT 210, IN BRAZOS COUNTY, TEXAS, BEING A PORTION OF THE CALLED 14.068 ACRE TRACT DESCRIBED IN A DEED TO BV SOUTHERN POINTE DEVELOPMENT, INC. IN VOLUME 19432, PAGE 76 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (OPRBCT); SAID 14.061 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8 inch iron rod found bent on the north right-of-way of Peach Creek Cut-Off Road (variable width right-of-way appears to be prescriptive in nature) marking the southeast corner of said 14.068 acre tract and the southwest corner of Lot 1, Block 1, LGL Subdivision as depicted in Volume 5996, Page 197 (OPRBCT); for reference the City of College Station monument CS94-154 bears N 71° 09' 34" E a distance of 3,765.92 feet;

THENCE, with said right-of-way and the south lines of said 14.068 acre tract for the following two (2) courses and distances:

- 1)S 86° 59' 09" W a distance of 182.01 feet to a 1/2 inch iron rod set (all 1/2 inch iron rods set with blue plastic caps stamped "KERR SURVEYING") marking an angle point;
2)S 89° 04' 20" W a distance of 395.97 feet to a 1/2 inch iron rod set;

THENCE, severing said 14.068 acre tract, N 45° 58' 10" W a distance of 35.38 feet to a 1/2 inch iron rod set on the west line of said 14.068 acre tract and the east line of a portion of the remainder of a called 36.76 acre tract described as "tract 2" in a deed to Phillips 3 Land Holdings LLC, a Texas limited liability company in Volume 17376, Page 228 (OPRBCT);

THENCE, with the west lines of said 14.068 acre tract common with the east lines of said portion of the remainder of 36.76 acre tract for the following five (5) courses and distances:

- 1)With a curve to the left having a radius of 3,535.00 feet, an arc length of 456.48 feet, a delta angle of 07° 23' 55", and a chord which bears N 04° 54' 46" W a distance of 456.16 feet to a 1/2 inch iron rod set;
2)N 35° 52' 53" E a distance of 35.54 feet to a 1/2 inch iron rod set;
3)N 09° 25' 22" W a distance of 50.00 feet to a 1/2 inch iron rod set;
4)N 54° 43' 36" W a distance of 35.54 feet to a 1/2 inch iron rod set;
5)With a curve to the left having a radius of 3,535.05 feet, an arc length of 290.51 feet, a delta angle of 04° 42' 31", and a chord which bears N 12° 35' 15" W a distance of 290.43 feet to a 1/2 inch iron rod set on a corner of right-of-way of Mather Parkway (70 foot wide right-of-way, 17135/211 OPRBCT);

THENCE, with said right-of-way of Mather Parkway and said 14.068 acre tract, with a compound curve to the left having a radius of 3,535.00 feet, an arc length of 85.04 feet, a delta angle of 01° 22' 42", and a chord which bears N 15° 37' 51" W a distance of 85.04 feet to a 1/2 inch iron rod found with plastic cap stamped "JONES CARTER PROP COR.;"

THENCE, with a right-of-way transition to Darlington Avenue (60 foot wide right-of-way, 17135/211 OPRBCT), N 28° 05' 33" E a distance of 35.59 feet to a 1/2 inch iron rod found with plastic cap stamped "JONES CARTER PROP COR." on the south right-of-way of said Darlington Avenue;

THENCE, with the south right-of-way of said Darlington Avenue and the north lines of said 14.068 acre tract for the following two (2) courses and distances:

- 1)N 72° 42' 27" E a distance of 251.76 feet to a 1/2 inch iron rod found with plastic cap stamped "JONES CARTER PROP COR.;"
2)With a curve to the left having a radius of 1,030.00 feet, an arc length of 254.53 feet, a delta angle of 14° 09' 31", and a chord which bears N 65° 37' 41" E a distance of 253.88 feet to a 1/2 inch iron rod found with blue plastic cap stamped "KERR SURVEYING" marking the west corner of Lot 38, Block 11, Southern Pointe Subdivision Section 120 as shown on the plat of Sections 104 & 120 (18188/212 OPRBCT);

THENCE, with the common boundary of said 14.068 acre tract and said Section 120 for the following seven (7) courses and distances:

- 1)With a non-tangent curve to the left having a radius of 111.21 feet, an arc length of 5.71 feet, a delta angle of 02° 56' 24", and a chord which bears S 39° 32' 17" E a distance of 5.71 feet to a 1/2 inch iron rod found with blue plastic cap stamped "KERR SURVEYING";
2)With a reverse curve to the right having a radius of 300.00 feet, an arc length of 126.18 feet, a delta angle of 24° 05' 56", and a chord which bears S 27° 29' 19" E a distance of 125.25 feet to a 1/2 inch iron rod found with blue plastic cap stamped "KERR SURVEYING";
3)With a compound curve to the right having a radius of 4,090.00 feet, an arc length of 441.80 feet, a delta angle of 06° 11' 21", and a chord which bears S 12° 20' 41" E a distance of 441.59 feet to a 1/2 inch iron rod found with blue plastic cap stamped "KERR SURVEYING";
4)S 03° 00' 31" E a distance of 50.00 feet to a 1/2 inch iron rod found with blue plastic cap stamped "KERR SURVEYING";
5)N 86° 59' 29" E a distance of 47.15 feet to a 1/2 inch iron rod found with blue plastic cap stamped "KERR SURVEYING";
6)S 03° 00' 31" E a distance of 145.00 feet to a 1/2 inch iron rod found with blue plastic cap stamped "KERR SURVEYING";
7)N 86° 59' 29" E a distance of 22.56 feet to the northwest corner of said Lot 1, Block 1, LGL Subdivision (5996/197 OPRBCT) from which a 3/4 inch iron rod found bears N 44° 41' 56" W a distance of 0.3 feet;

THENCE, with the west line of said Lot 1, Block 1, LGL Subdivision, S 02° 57' 21" E a distance of 400.65 feet to the POINT OF BEGINNING hereof and containing 14.061 acres of land, more or less.

Surveyed on the ground in 2020 through 2022 under my supervision. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation. Distances described herein are surface distances. To obtain grid distances (not grid areas) multiply by a combined scale factor of 0.9999059410912 (calculated using GEOID12B).

Table with 4 columns: PHASE, BLOCK, LOT, AREA (AC). Lists lots 105 through 83 with their respective areas.

Table with 4 columns: PHASE, BLOCK, LOT, AREA (AC). Shows common areas A 105 & EE (0.023) and B 105 AND PUE (0.039).

Table with 4 columns: PHASE, BLOCK, LOT, AREA (AC). Shows parkland 1P 105 NEIGHBORHOOD PARK (0.925).

CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF TEXAS COUNTY OF BRAZOS

I, Wallace Phillips, Manager of BV Southern Pointe Development, Inc., owner and developer of the land shown on this plat, and designated herein as the Southern Pointe Subdivision, Section 105, in Brazos County, Texas, and whose name is 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.

Wallace Phillips, Manager BV Southern Pointe Development, Inc.

STATE OF TEXAS COUNTY OF BRAZOS

Before me, the undersigned authority, on this day personally appeared Wallace Phillips, 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 COUNTY JUDGE

This subdivision 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

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.

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, Texas.

City Engineer City of College Station, Texas

CERTIFICATE OF THE SURVEYOR

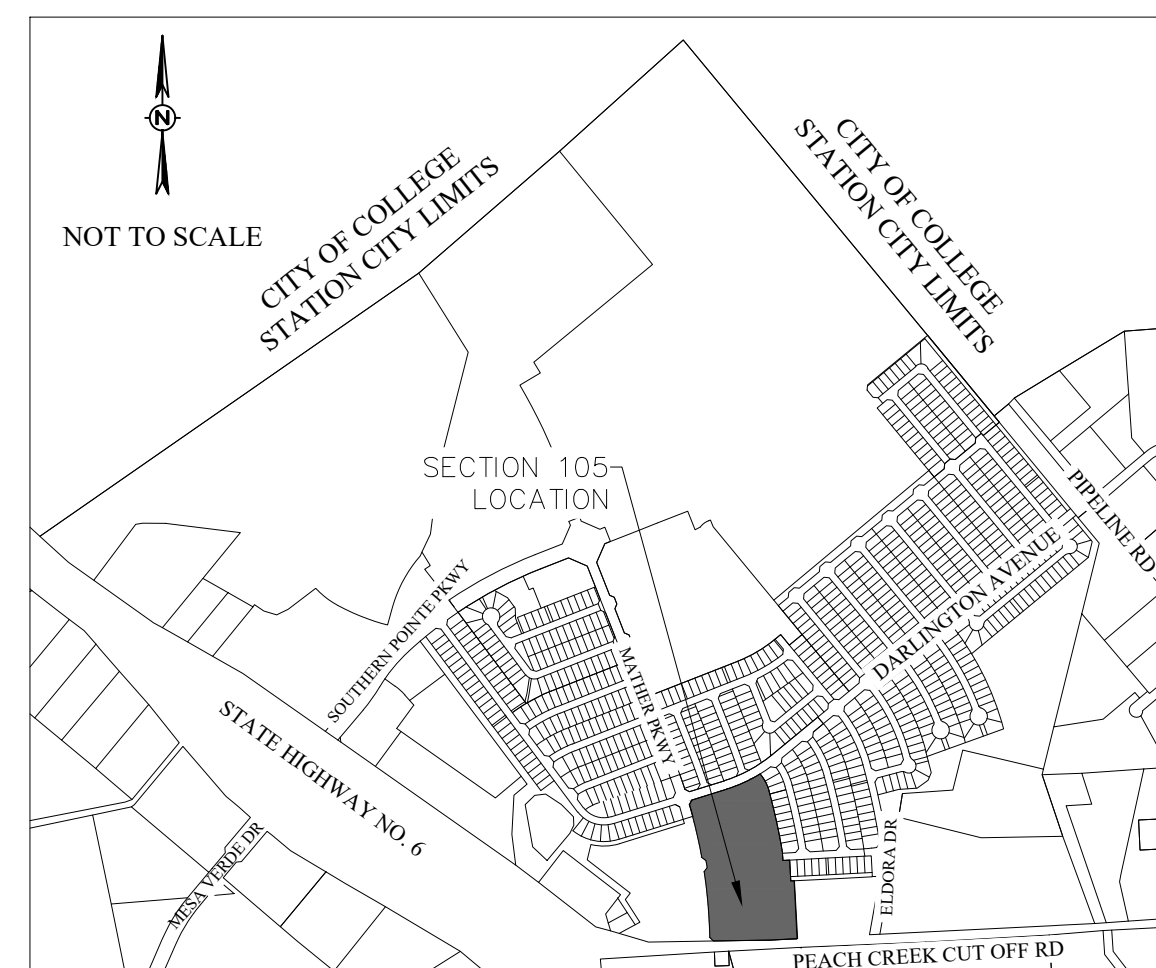
STATE OF TEXAS COUNTY OF BRAZOS

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

County Clerk Brazos County, Texas

VICINITY MAP



FINAL PLAT OF SOUTHERN POINTE SUBDIVISION SECTION 105

BLOCK 8, LOTS 13-34
BLOCK 9, LOTS 1-12
BLOCK 11, LOTS 18-27
BLOCK 12, LOTS 1-8
BLOCK 83, LOTS 1-17
COMMON AREAS A 105 & B 105
PARKLAND 1P 105
14.061 ACRES
69 LOTS

STERRETT D. SMITH LEAGUE SURVEY, A-210 BRAZOS COUNTY, TEXAS

OWNER/DEVELOPER: BY SOUTHERN POINTE DEVELOPMENT, INC. 1140 MIDTOWN DRIVE COLLEGE STATION, TX 77845

SURVEYOR: KERR SURVEYING

Kerr Surveying, LLC 1718 Briarcrest Dr Bryan, TX 77802 (979) 268-3195

SCALE 1" = 30' OCTOBER, 2024

ENGINEER: SCHULTZ ENGINEERING, INC.

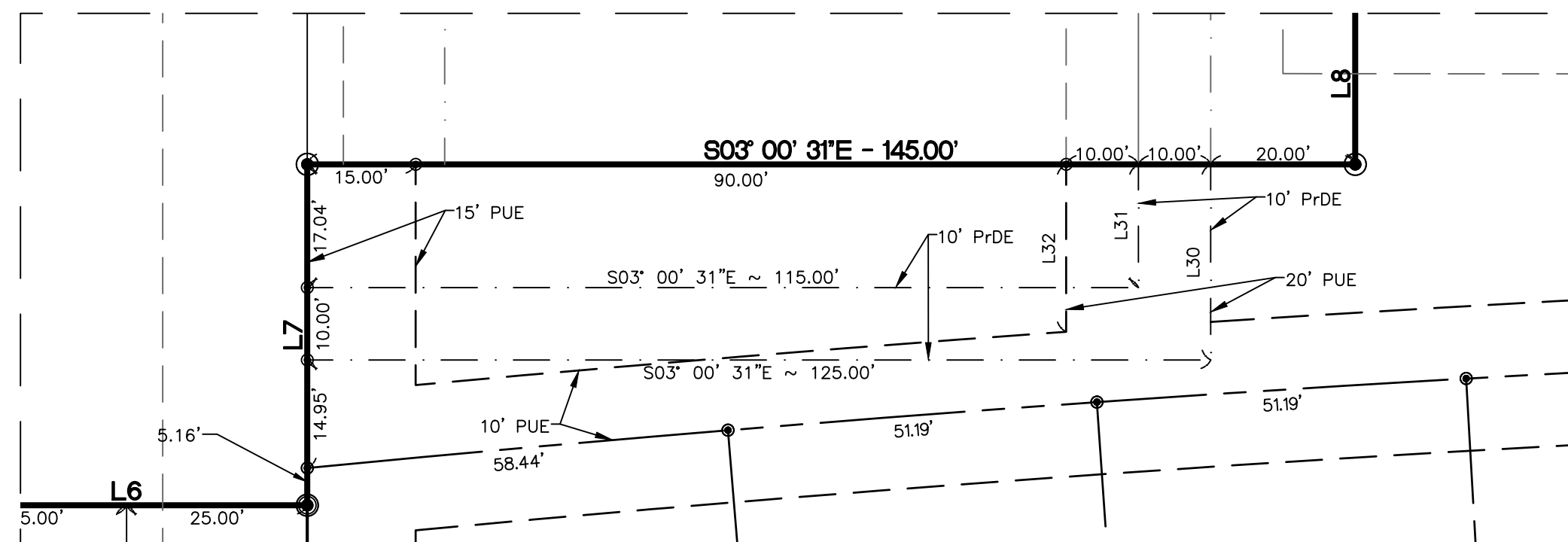
TBPE NO. 12327 911 SOUTHWEST PKWY E College Station, Texas 77840 (979) 764-3900

TBPE'S FIRM # 10018500 SURVEYS@KERRSURVEYING.NET KERR JOB 23-1273

SHEET 2 OF 2

INSET "A"

1"=20'





**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Road and Bridge NUMBER: CC2024 Southern Pointe Subd
Section 109 - Final Plat

DATE OF COURT MEETING: 10/29/2024

ITEM: Approval of the Final Plat of Southern Pointe Subdivision Section 109, Block 25, Lot 41, Common Area A 109; 3.121 Acres; 1.443 Acres Right of Way; Sterrett D. Smith League Survey, A-210; City of College Station ETJ, Brazos County, Texas. Site is located in Precinct 1.

TO: Commissioners Court

FROM: Karen Tyler

DATE: 10/23/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
2024-04-03_FP_APP_Southern_Pointe_109_FIRST.pdf	Application for Development	Backup Material
Southern_Pointe_109-FINAL_PLAT.pdf	Plat	Backup Material



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Road and Bridge NUMBER: CC2024 Southern Pointe Subd
Section 109 - Final Plat

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TO: Commissioners Court

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DATE: 10/23/2024

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BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
2024-04-03_FP_APP_Southern_Pointe_109_FIRST.pdf	Application for Development	Backup Material
Southern_Pointe_109-FINAL_PLAT.pdf	Plat	Backup Material

APPROVED

Duane Peters
County Judge

Date



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

PLAT APPLICATION

SUBJECT PROPERTY INFORMATION			
APPLICATION DATE *: 4-2-2024	RESUBMITTAL:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
PROJECT / SUBDIVISION NAME: Southern Pointe Subdivision Section 109			
PROJECT ADDRESS OR LOCATION: 17565 SH-6 S TX			
LEGAL DESCRIPTION: A021000, S D SMITH (OCL), TRACT 25, 341.551 ACRES			
IF RESUBMITTAL, PROJECT FORMERLY KNOWN AS: N/A			
NUMBER OF LOTS: 1	TOTAL ACREAGE 3.121		
JURISDICTION : <input type="checkbox"/>	CITY LIMITS	<input checked="" type="checkbox"/>	College Station ETJ <input type="checkbox"/>
		<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 checked="" type="checkbox"/>	FINAL PLAT	<input type="checkbox"/>	PRELIMINARY PLAN
<input type="checkbox"/>		<input type="checkbox"/>	AMENDING PLAT
<input type="checkbox"/>		<input type="checkbox"/>	REPLAT

APPLICATION PURPOSE		
<input checked="" type="checkbox"/>	RESIDENTIAL	<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
<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
<p>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.</p>	

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: Schultz Engineering, LLC

CONTACT: Ricky Flores, P.E.

ADDRESS: 911 Southwest Parkway East

CITY: College Station

STATE: TX

ZIP: 77840

PHONE: 979-764-3900

FAX: 979-764-3910

EMAIL: ricky@schultzeng.com

PROPERTY OWNER INFORMATION

FIRM NAME: Phillips 3 Land Holdings, LLC

CONTACT: Wallace Phillips

ADDRESS: 1140 Midtown Drive

CITY: College Station

STATE: TX

ZIP: 77845

PHONE: 979-255-4466

FAX:

EMAIL: wsphillips3@gmail.com

ENGINEER INFORMATION

FIRM NAME: Schultz Engineering, LLC

CONTACT: Ricky Flores, P.E.

ADDRESS: 911 Southwest Parkway East

CITY: College Station

STATE: TX

ZIP: 77840

PHONE: 979-764-3900

FAX: 979-764-3910

EMAIL: ricky@schultzeng.com

SURVEYOR INFORMATION

FIRM NAME: Kerr Surveying, LLC

CONTACT: Nathan Paul Kerr

ADDRESS: 409 N Texas Ave

CITY: Bryan

STATE: TX

ZIP: 77803

PHONE: 979-268-3195

FAX:

EMAIL: nathan@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: 	PRINTED NAME: Wallace Phillips	DATE: 4/3/2024
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 + \$5 per lot
FINAL PLAT:	\$150 + \$10 per lot	AMENDING PLAT:	\$100	REPLAT:	\$150

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)

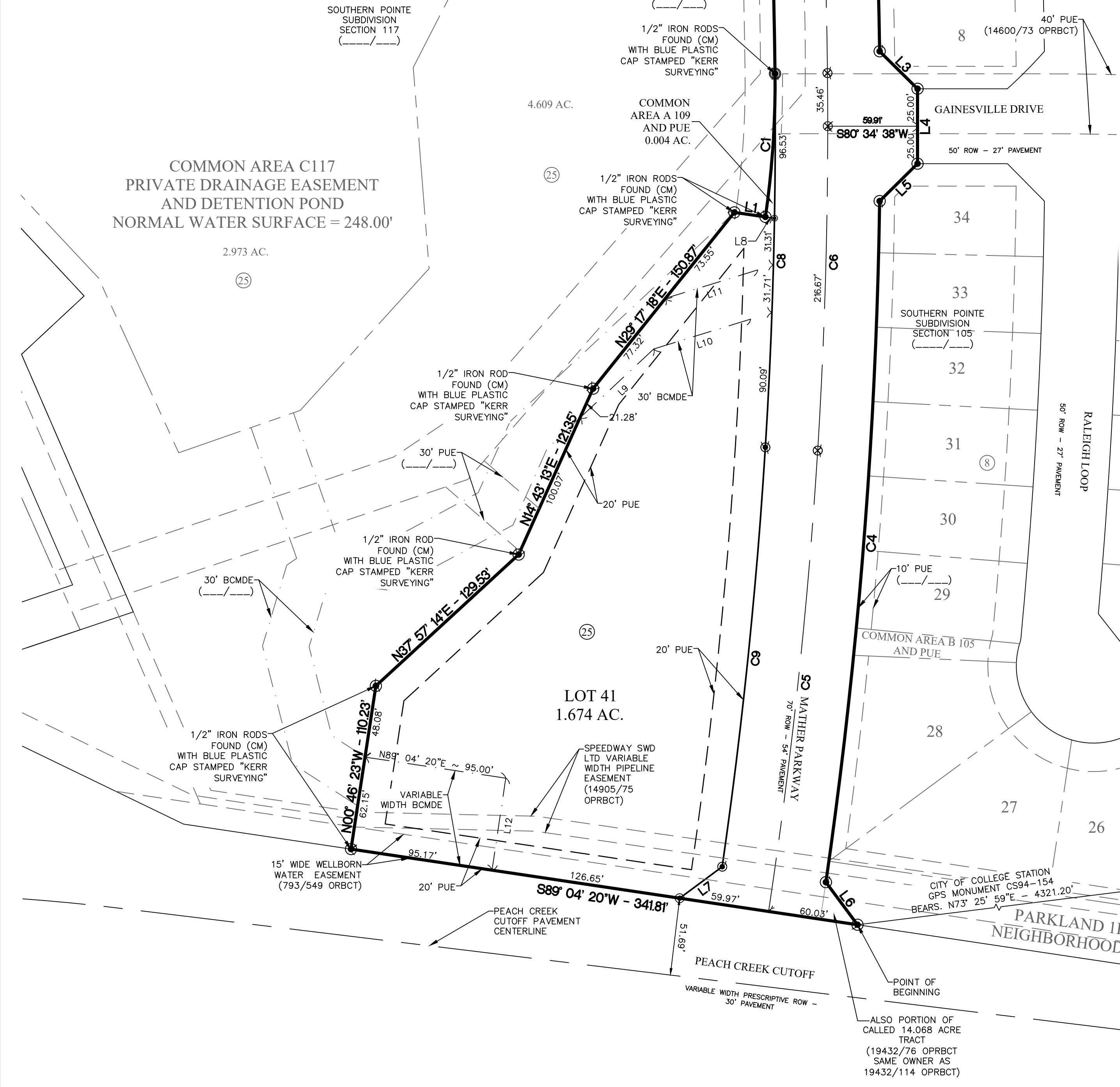
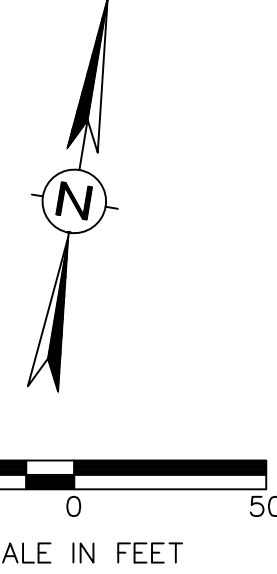
- All Subdivision external corners, angle points, points of curvature and points of tangency shall be set by a Registered Professional Land Surveyor (RPLS) before the plat is recorded and shall be a TxDOT "Light Duty Setting" monument with an aluminum or bronze disk as specified in Appendix C of the 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.

CURVE #	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD DIRECTION
C1	95.96'	621.50'	008°50'46"	48.07'	95.86'	N05°34'46"W
C2	295.79'	3465.00'	004°53'28"	147.98'	295.70'	N12°26'55"W
C3	290.51'	3535.05'	004°42'31"	145.34'	290.43'	S12°35'15"E
C4	456.48'	3535.00'	007°23'55"	228.56'	456.16'	S04°54'46"E
C5	309.58'	3500.00'	005°04'05"	154.89'	309.48'	N03°20'28"W
C6	252.16'	3500.00'	004°07'41"	126.14'	252.11'	N07°56'21"W
C7	300.24'	3500.00'	004°54'54"	150.21'	300.15'	N12°27'38"W
C8	249.64'	3465.00'	004°07'41"	124.88'	249.59'	S07°56'21"E
C9	281.56'	3465.00'	004°39'21"	140.86'	281.48'	S03°32'50"E

LINE #	LENGTH	DIRECTION
L1	20.96'	N88° 50' 35"E
L2	70.06'	N72° 42' 27"E
L3	35.54'	S54° 43' 36"E
L4	50.00'	S9° 25' 22"E
L5	35.54'	S35° 52' 53"W
L6	35.38'	S45° 58' 10"E
L7	35.33'	S44° 01' 47"W
L8	6.12'	N88° 50' 35"E
L9	67.41'	S37° 34' 18"W
L10	67.58'	S63° 28' 07"W
L11	64.44'	S63° 28' 07"W
L12	62.15'	S0° 55' 40"E



- NOTES:**
- THE PROPOSED DEVELOPMENT IS LOCATED IN THE CITY OF COLLEGE STATION ETJ. THIS DEVELOPMENT IS BEING REVIEWED AS AN "IN CITY" DEVELOPMENT PER LETTER REQUEST BY THE DEVELOPER TO THE CITY.
 - BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS STATE PLANE CENTRAL ZONE GRID NORTH (NAD 83) AS ESTABLISHED FROM GPS OBSERVATION.
 - DISTANCES SHOWN HEREON ARE SURFACE DISTANCES. TO DETERMINE GRID DISTANCES MULTIPLY BY A COMBINED SCALE FACTOR OF 0.9999059410912.
 - 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. 48041C0350E, EFFECTIVE DATE: MAY 15, 2012.
 - 1/2" IRON RODS WITH BLUE PLASTIC CAP STAMPED "KERR SURVEYING" WILL BE SET AT ALL LOT CORNERS AND ANGLE POINTS UNLESS NOTED OTHERWISE.
 - DISTANCES SHOWN ON CURVES ARE CHORD LENGTHS.
 - PROPOSED COMMERCIAL USES ARE IN COMPLIANCE WITH THE SIGNED DEVELOPMENT AGREEMENT BETWEEN THE CITY OF COLLEGE STATION AND MCMASTER OPPORTUNITY FUND 2012, L.P., DATED MARCH 12, 2015 RECORDED IN VOLUME 12656, PAGE 190 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY (AMENDED NOVEMBER 10, 2016).
 - THE DEVELOPMENT AGREEMENT BETWEEN THE CITY AND THE DEVELOPER HAS ESTABLISHED AN EFFECTIVE DATE OF MARCH 12, 2015 BASED ON ARTICLE II OF THE DEVELOPMENT AGREEMENT (DA), THE PROPOSED DEVELOPMENT WILL COMPLY WITH THE UNIFIED DEVELOPMENT ORDINANCE OF THE CITY OF COLLEGE STATION AS OF THE "EFFECTIVE" DATE OF THE DA. THEREFORE, THE EFFECTIVE UDO IS THE FEBRUARY 10, 2015, SUPPLEMENT 4 (EFFECTIVE UDO).
 - PER THE EXECUTED UTILITY AGREEMENT BETWEEN THE CITY OF COLLEGE STATION AND BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1, EXECUTED AUGUST 21, 2015 AND AMENDED NOVEMBER 10, 2016, WATER AND WASTE WATER SERVICE ARE TO BE PROVIDED BY CITY OF COLLEGE STATION.
 - PER THE EXECUTED UTILITY AGREEMENT BETWEEN THE CITY OF COLLEGE STATION AND BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1, EXECUTED AUGUST 21, 2015 AND AMENDED NOVEMBER 10, 2016, THE CITY OF COLLEGE STATION WILL, UPON ACCEPTANCE, OWN AND OPERATE ALL PUBLIC WATER AND PUBLIC SANITARY SEWER FACILITIES IN BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1.
 - A WATER DESIGN REPORT FOR THIS SUBDIVISION WILL BE PROVIDED PER CITY STANDARDS.
 - WATER, SEWER, DRAINAGE, AND STREETS WILL BE DESIGNED AND CONSTRUCTED TO THE 2012 EDITION OF THE B/C/S UNIFIED DEVELOPMENT GUIDELINES, STANDARDS, AND SPECIFICATIONS.
 - PER THE EXECUTED DEVELOPMENT AGREEMENT (DA) BETWEEN THE CITY OF COLLEGE STATION AND MCMASTER OPPORTUNITY FUND 2012, L.P., EFFECTIVE MARCH 12, 2015, AS AMENDED, STREETS WILL BE CONSTRUCTED BASED ON THE THOROUGHFARE ROAD STANDARDS AS OF THE DATE OF THE AGREEMENT.
 - STORM SEWER SYSTEM, INCLUDING DRAINAGE CHANNELS, UNDERGROUND STORMWATER CONVEYANCE SYSTEMS, AND DETENTION PONDS WILL BE MAINTAINED BY BRAZOS COUNTY MUD NO. 1 UNTIL ANNEXATION BY THE CITY OF COLLEGE STATION. UPON ANNEXATION, THE MAINTENANCE OF THE DETENTION PONDS WILL BE THE RESPONSIBILITY OF THE HOA UNLESS THE CITY REQUESTS A CONTINUATION OF THE MUD TAXING AUTHORITY FOR THE PURPOSE OF DETENTION POND MAINTENANCE AS SET FORTH IN THE DA.
 - THE OPERATION AND MAINTENANCE OF THE LOCAL STREETS IS BASED ON AN EXECUTED INTER-LOCAL AGREEMENT BETWEEN BRAZOS COUNTY AND BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1.
 - THE OPERATION AND MAINTENANCE OF THE MAJOR STREETS IS BASED ON AN EXECUTED INTER-LOCAL AGREEMENT BETWEEN BRAZOS COUNTY AND BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1.
 - SIDEWALK MAINTENANCE IS THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION.
 - COMMON AREAS AND PARKLAND WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION. UPON ANNEXATION, THE PARKLAND OWNERSHIP AND MAINTENANCE WILL BE TRANSFERRED TO THE CITY. THE REMAINING COMMON AREAS WILL CONTINUE TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
 - ELECTRICAL SERVICE FOR THIS DEVELOPMENT IS PROVIDED BY ENTERGY.
 - PROPERTY OWNERS ASSOCIATION EASEMENT ACTIVITIES AND/OR INFRASTRUCTURE WILL BE REFERENCED IN THE COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE SUBDIVISION.
 - 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.
 - ALL PUBLIC DRAINAGE EASEMENTS WILL BE IMPROVED ACCORDING TO THE DRAINAGE POLICY AND DESIGN STANDARDS.
 - STORM WATER DETENTION FACILITIES FOR THIS PHASE ARE LOCATED OFF SITE.
 - COMPACTION OF FILL OR AN ENGINEERED SLAB IS REQUIRED FOR LOTS THAT HAVE GREATER THAN 2 FEET OF FILL.
 - THE SUBJECT TRACT LIES WITHIN THE EXTRA-TERRITORIAL JURISDICTION (ETJ) OF THE CITY OF COLLEGE STATION.
 - EASEMENTS AND BUILDING SETBACK LINES PER DEVELOPMENT AGREEMENT, 12656/190 (O.P.R.B.C.T.). THE SETBACK LINES ARE AS FOLLOWS:
FRONT - 25'
SIDE - 7.5'
REAR - 15'
SIDE STREET - 15'
 - MAXIMUM IMPERVIOUS COVER TO BE 85%. THIS MAXIMUM PERCENTAGE IS IN ACCORDANCE WITH THE DRAINAGE REPORT TITLED, "DRAINAGE REPORT FOR SOUTHERN POINTE SUBDIVISION - BASIN C BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1", DATED JANUARY 2022 PREPARED BY SCHULTZ ENGINEERING, LLC.
 - THIS PLAT WAS PREPARED TO REFLECT THE TITLE REPORT PREPARED BY UNIVERSITY TITLE COMPANY, GF NO. 240303205, CERTIFICATION DATE 03-24-2024 AND NOTHING FURTHER CERTIFICATE PREPARED BY UNIVERSITY TITLE COMPANY, GF NO. 240487665, EFFECTIVE DATE 09-16-2024. EXCEPTIONS ARE ADDRESSED AS FOLLOWS:
- 15' WIDE WELLBORN WATER SUPPLY CORP. EASEMENT (793/549 ORBCT) DOES CROSS THIS TRACT AS SHOWN HEREON.
- 30' WIDE PIPELINE RIGHT-OF-WAY EASEMENT TO FERGUSON BURLISON COUNTY GAS GATHERING SYSTEM (6090/61 ORBCT) AS AMENDED IN (13445/58 ORBCT) DOES APPLY TO THIS TRACT BUT MAY OR MAY NOT CROSS THIS TRACT; 6090/61 ORBCT LACKS SUFFICIENT DESCRIPTION TO LOCATE EASEMENT.
- SEWER LINE AGREEMENT (8348/46 ORBCT) DOES APPLY TO THIS TRACT AND MAY OR MAY NOT CROSS THIS TRACT BUT CANNOT BE SHOWN DUE TO LACK OF DESCRIPTION. THE CALLED 563,002 ACRE OWNER TRACT DESCRIPTION IN EXHIBIT A IS INCOMPLETE BUT DOES NOT DESCRIBE THE SEWER LINE LOCATION. EXHIBIT B IS THE CALLED 20.00 ACRE RECIPIENT TRACT AND DOES NOT DESCRIBE THE LOCATION OF THE SEWER LINE. NO DESCRIPTION OF THE SEWER LINE APPEARS IN THIS DOCUMENT SO THE LOCATION OF THE SEWER LINE MAY OR MAY NOT CROSS THIS TRACT BUT CANNOT BE SHOWN DUE TO LACK OF DESCRIPTION.
- DEVELOPMENT AGREEMENT (12656/190 ORBCT) AND PARTIAL ASSIGNMENTS AND ASSUMPTIONS (13809/78; 15446/46; 17854/89 ORBCT) DO APPLY TO THIS TRACT BUT HAVE NO PLOTTABLE OBJECTS SHOWN ON THIS PLAT.
- ORDER GRANTING THE PETITION FOR THE CREATION OF BRAZOS COUNTY MUD NO. 1 AND INFORMATION FORM (12483/207; 12689/37; AS AMENDED 14393/265 ORBCT) DO APPLY TO THIS TRACT BUT HAVE NO PLOTTABLE OBJECTS.
- PUBLIC UTILITY EASEMENT (14600/73 ORBCT) DOES CROSS THIS TRACT AS SHOWN HEREON.
- UNRECORDED RIGHT OF WAY AGREEMENT TO SPEEDWAY SMO LIMITED DATED 5-30-1994, AMENDED (14905/63; 14905/75 ORBCT) DOES CROSS THIS TRACT AS SHOWN HEREON.
- VARIABLE WIDTH SANITARY SEWER EASEMENT (15028/13; 15313/203 ORBCT) DOES CROSS THIS TRACT AS SHOWN HEREON.
- RESTRICTIONS (15485/143 ORBCT) DO APPLY TO THIS TRACT. BLANKET HOA COMMUNICATION AND LANDSCAPE EASEMENT DOES APPLY TO THIS TRACT BUT HAS NO PLOTTABLE OBJECTS.
- EASEMENT TO ATMOS ENERGY CORPORATION (14802/1 ORBCT) DOES NOT CROSS THIS TRACT.
- HUMBLE PIPE LINE CO. EASEMENT (49/194 ORBCT) AS RELEASED, RESERVING RIGHT OF INGRESS AND EGRESS FOR EXXONMOBIL PIPELINE CO. (13644/17 ORBCT) MAY OR MAY NOT APPLY TO THIS TRACT. CANNOT BE DETERMINED DUE TO LACK OF DESCRIPTION.
- EASEMENT AGREEMENT (15655/269 ORBCT) GRANTING PM FIBER, LLC USE OF DEDICATED UTILITY EASEMENTS DOES APPLY TO THIS TRACT.
- BLANKET EASEMENT (18685/29 ORBCT) TO ENTERGY TEXAS, INC. DOES APPLY TO THIS TRACT BUT HAS NO PLOTTABLE OBJECTS AND IS NOT SHOWN HEREON.
- FROM NFC: SPECIAL WARRANTY DEED (19432/114 ORBCT) DOES APPLY TO THIS TRACT.
- ALL OTHER ITEMS ARE NOT SURVEY ITEMS OR ARE NOT SHOWN HEREON.

CERTIFICATE OF APPROVAL
 This subdivision plat was fully 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

CERTIFICATE OF COUNTY CLERK

 County Clerk
 Brazos County, Texas

CERTIFICATE OF OWNERSHIP AND DEDICATION
 STATE OF TEXAS
 COUNTY OF BRAZOS
 I, Wallace Phillips, Manager of BV Southern Pointe Development, Inc., owner and developer of the land shown on this plat, and designated herein as the Southern Pointe Subdivision, Section 109, in Brazos County, Texas, and whose name is 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.

 Wallace Phillips, Manager
 BV Southern Pointe Development, Inc.

STATE OF TEXAS
 COUNTY OF BRAZOS
 Before me, the undersigned authority, on this day personally appeared Wallace Phillips, 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 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

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 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

FIELD NOTES DESCRIPTION
 OF A
 3.121 ACRE TRACT
 STERRETT D. SMITH LEAGUE SURVEY, ABSTRACT NO. 210
 BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF 3.121 ACRES IN THE STERRETT D. SMITH LEAGUE SURVEY, ABSTRACT NO. 210, IN BRAZOS COUNTY, TEXAS, BEING ALL OF A CALLED 3.121 ACRE TRACT DESCRIBED IN A DEED TO BY SOUTHERN POINTE DEVELOPMENT, INC., A TEXAS CORPORATION IN VOLUME 19432, PAGE 114 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (ORBCT); SAID 3.121 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with blue plastic cap stamped "KERR SURVEYING" set on the north right-of-way of Peach Creek Cut-Off Road (variable width right-of-way appears to be prescriptive in nature) and on the south line of a called 14,068 acre tract described in a deed to by Southern Pointe Development, Inc., a Texas corporation (19432/76 ORBCT); for reference the City of College Station monument CS94-154 bears N 73° 25' 59" E a distance of 4,321.20 feet;

- 1) N 00° 46' 23" W a distance of 110.23 feet to a 1/2 inch iron rod found with blue plastic cap stamped "KERR SURVEYING";
- 2) N 37° 57' 14" E a distance of 129.53 feet to a 1/2 inch iron rod found with blue plastic cap stamped "KERR SURVEYING";
- 3) N 14° 43' 13" E a distance of 121.35 feet to a 1/2 inch iron rod found with blue plastic cap stamped "KERR SURVEYING";
- 4) N 29° 17' 18" E a distance of 150.87 feet to a 1/2 inch iron rod found with blue plastic cap stamped "KERR SURVEYING";
- 5) N 89° 50' 35" E a distance of 20.96 feet to a 1/2 inch iron rod found with blue plastic cap stamped "KERR SURVEYING";
- 6) With a curve to the left having a radius of 621.50 feet, an arc length of 95.96 feet, a delta angle of 08° 50' 46", and a chord which bears N 05° 34' 46" W a distance of 95.86 feet to a 1/2 inch iron rod found with blue plastic cap stamped "KERR SURVEYING";

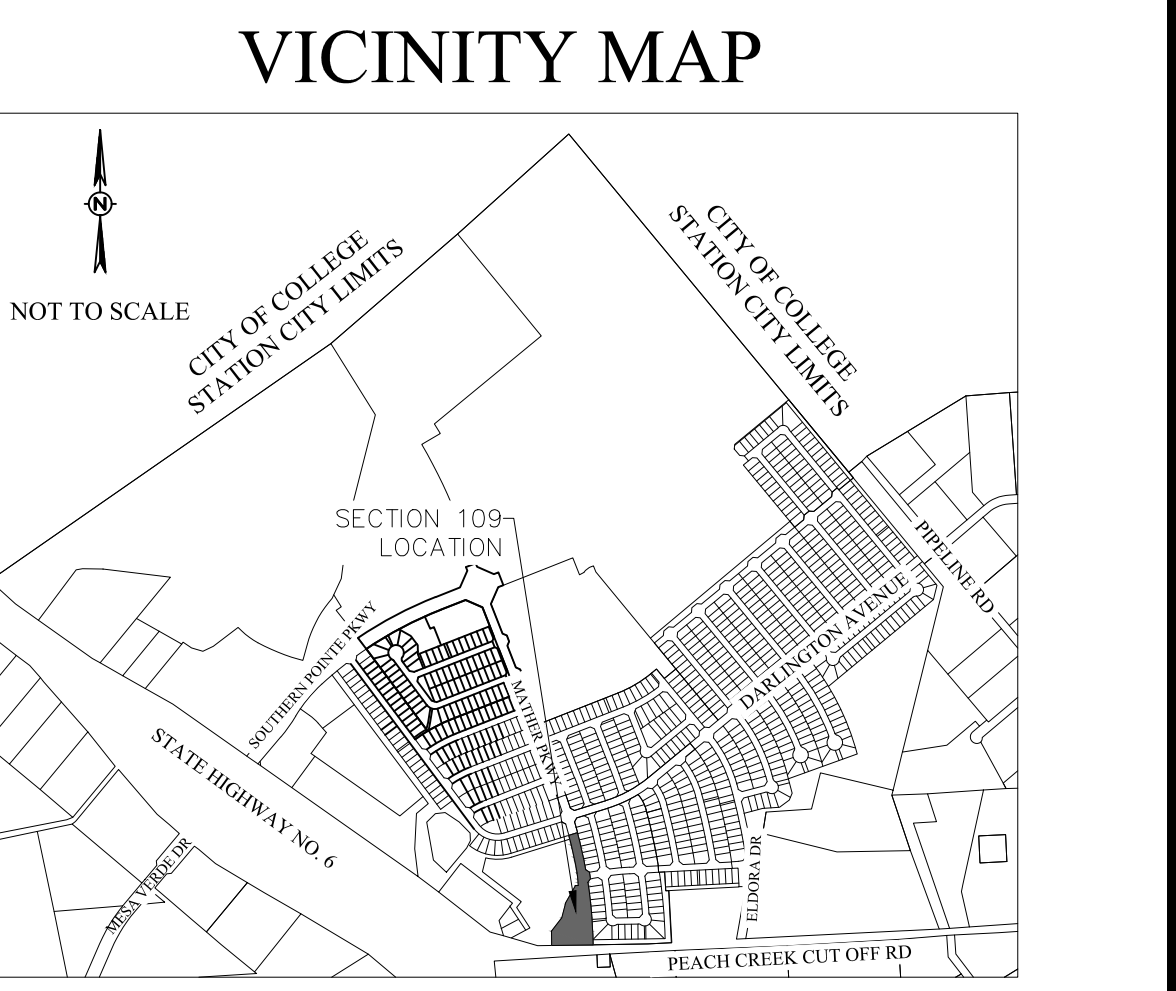
THENCE, with the boundary of said Parkland IP 117 and with the boundary of Parkland IP of Southern Pointe Section 200, as depicted on the plat filed in Volume 17155, Page 211 (ORBCT), both common with the boundary of said 3.121 acre tract with a compound curve to the left having a radius of 3,465.00 feet, an arc length of 295.79 feet, a delta angle of 04° 53' 28", and a chord which bears N 12° 26' 55" W a distance of 295.70 feet to a 1/2 inch iron rod found on the west right-of-way of Mather Parkway (70 foot wide right-of-way, 17135/211 ORBCT) marking the southeast corner of Lot 40, Block 25, said Section 200;

THENCE, with the southeast right-of-way of said Mather Parkway as plotted (17135/211 ORBCT), N 72° 42' 27" E a distance of 70.06 feet to a 1/2 inch iron rod set with blue plastic cap stamped "KERR SURVEYING";

THENCE, with the east boundary of said 3.121 acre tract common with the west boundary of said 14,068 acre tract for the following five (5) courses and distances:

- 1) With a non-tangent curve to the right having a radius of 3,535.05 feet, an arc length of 290.51 feet, a delta angle of 04° 42' 31", and a chord which bears S 12° 35' 15" E a distance of 290.43 feet to a 1/2 inch iron rod set with blue plastic cap stamped "KERR SURVEYING";
- 2) S 54° 43' 36" E a distance of 35.54 feet to a 1/2 inch iron rod set with blue plastic cap stamped "KERR SURVEYING";
- 3) S 09° 25' 22" E a distance of 50.00 feet to a 1/2 inch iron rod set with blue plastic cap stamped "KERR SURVEYING";
- 4) S 35° 52' 53" W a distance of 35.54 feet to a 1/2 inch iron rod set with blue plastic cap stamped "KERR SURVEYING";
- 5) With a non-tangent curve to the right having a radius of 3,535.05 feet, an arc length of 456.48 feet, a delta angle of 07° 23' 55", and a chord which bears S 04° 54' 46" E a distance of 456.16 feet to a 1/2 inch iron rod set with blue plastic cap stamped "KERR SURVEYING";

THENCE, with an east line of said 3.121 acre BV Southern Pointe Development, Inc. tract and through said 14,068 acre BV Southern Pointe Development, Inc. tract, S 45° 58' 10" E a distance of 35.38 feet to the POINT OF BEGINNING hereof and containing 3.121 acres of land, more or less. Surveyed on the ground in 2021, 2022, and 2024 under my supervision.



FINAL PLAT

OF
SOUTHERN POINTE SUBDIVISION
 SECTION 109
 BLOCK 25, LOT 41
 COMMON AREA A 109
 3.121 ACRES
 1.443 ACRES RIGHT OF WAY
 STERRETT D. SMITH LEAGUE SURVEY, A-210
 BRAZOS COUNTY, TEXAS

SCALE 1" = 50'
 OCTOBER, 2024
 SURVEYOR:

OWNER/DEVELOPER:
 BY SOUTHERN POINTE DEVELOPMENT, INC.
 1140 MIDTOWN DRIVE
 COLLEGE STATION, TX 77845

ENGINEER:
 KERR SURVEYING, LLC
 1718 Briarcrest Dr.
 Bryan, TX 77802
 (979) 268-3195
 TBPFLS FIRM # 10018500
 SURVEYS@KERRSURVEYING.NET
 KERR JOB 23-1272

TBPFE FIRM NO. 12327
 911 SOUTHWEST PKWY E.
 COLLEGE STATION, TEXAS 77840
 (979) 764-9000

LEGEND

—	PROPERTY BOUNDARY
—	RIGHT OF WAY
---	LOT LINE
- - - -	PUBLIC UTILITY EASEMENT (P.U.E.)
- - - -	PUBLIC DRAINAGE EASEMENT (P.D.E.)
- - - -	BRAZOS COUNTY MUD NO. 1 DRAINAGE EASEMENT
- - - -	PUBLIC ACCESS EASEMENT (P.A.E.)
- - - -	EXISTING PUBLIC UTILITY EASEMENT (P.U.E.)
- - - -	EXISTING PUBLIC DRAINAGE EASEMENT (P.D.E.)
- - - -	EXISTING BRAZOS COUNTY MUD NO. 1 DRAINAGE EASEMENT (B.C.M.E.)
- - - -	EXISTING PUBLIC ACCESS EASEMENT (P.A.E.)
●	LOT CORNER - 1/2" IRON ROD SET WITH BLUE PLASTIC CAPS STAMPED "KERR SURVEYING" UNLESS OTHERWISE NOTED
⊗	RIGHT OF WAY CENTERLINE "X" SET IN CONCRETE
#	BLANK LABEL
(CM)	CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY LINES
ORBCT	OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS
()	RECORDING INFORMATION
ROW	RIGHT-OF-WAY



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 10/29/2024

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

TO: Commissioners Court

DATE: 10/23/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ACTION REQUESTED OR
ALTERNATIVES: Approval

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
Treasurer Report August 2024.pdf	Treasurer Report August 2024	Backup Material
Treasurer Report Approval August 2024.pdf	Treasurer Report Approval	Backup Material

AUGUST 2024 TREASURER'S REPORT


FUND NUMBER & NAME	CASH BALANCE 7/31/2024	INCOMING	INVESTED INTEREST	SUB-TOTAL	DISBURSED	CASH BALANCE 8/31/2024	INVESTED	CK.ACCT.BAL. 8/31/2024
0100 - GENERAL FUND	186,927,301.85	5,716,627.65	724,200.10	193,368,129.60	10,585,624.74	182,782,504.86	133,302,547.18	49,479,957.68
1100 - HOTEL OCCUPANCY TAX	6,226,910.05	411,626.78		6,638,536.83	335,580.60	6,302,956.23		6,302,956.23
1200 - STATE LATERAL ROAD	260,744.84	1,586.19		262,331.03	0.00	262,331.03		262,331.03
1300 - UNCLAIMED FUNDS	496,829.25	5,403.46		502,232.71	0.00	502,232.71		502,232.71
1500 - LAW LIBRARY	163,339.33	10,443.64		173,782.97	5,460.41	168,322.56		168,322.56
1800 - LEOSE FUND	88,538.40	0.00		88,538.40	1,665.98	86,872.42		86,872.42
1900 - COUNTY RECORDS MANAGEMENT	691,869.25	4,258.85		696,128.10	0.00	696,128.10		696,128.10
2000 - COUNTY CLERK MGMT.FUND	1,306,682.64	33,438.94		1,340,121.58	44,926.20	1,295,195.38		1,295,195.38
2001 - COUNTY CLERK ARCHIVAL FUND	1,437,667.76	33,535.76		1,471,203.52	22,501.79	1,448,701.73		1,448,701.73
2200 - COURTHOUSE SECURITY FUND	143,346.32	7,945.68		151,292.00	9.33	151,282.67		151,282.67
2201 - JUSTICE COURT SECURITY FUND	248,277.86	4,510.22		252,788.08	0.00	252,788.08		252,788.08
2300 - DISTRICT CLERK MANAGEMENT FUND	288,029.36	13,510.82		301,540.18	3,468.53	298,071.65		298,071.65
2301 - DISTRICT CLERK ARCHIVAL FUND	1,460.94	58.89		1,519.83	0.00	1,519.83		1,519.83
2400 - JUSTICE @ PEACE - TECHNOLOGY FUND	213,222.46	3,817.70		217,040.16	1,237.45	215,802.71		215,802.71
2401 - CO.& DIST.COURT TECHNOLOGY FUND	131,353.86	1,443.52		132,797.38	0.00	132,797.38		132,797.38
2500 - SPECIAL FORFEITURE FUND	37,230.79	226.49		37,457.28	0.00	37,457.28		37,457.28
2600 - D/A HOT CHECK COLLECT FEES	5,262.41	32.01		5,294.42	0.00	5,294.42		5,294.42
2700 - BAIL BOND BOARD FEES	113,818.59	692.39		114,510.98	9.68	114,501.30		114,501.30
2800 - VOTER REGISTRATION	0.00	0.00		0.00	0.00	0.00		0.00
2900 - VIT INTEREST FUND	377,075.91	5,597.82		382,673.73	160.00	382,513.73		382,513.73
3000 - COUNTY GRANTS	(1,065,823.56)	516,789.69		(549,033.87)	369,870.02	(918,903.89)		(918,903.89)
3100 - AMERICAN RESCUE PLAN ACT	22,145,854.79	0.00	95,709.36	22,241,564.15	184,835.51	22,056,728.64	21,518,132.70	538,595.94
3200 - SB 22 2023 RURAL	543,353.07	3,305.38		546,658.45	148,572.20	398,086.25		398,086.25
3400 - D/A CRIME FUND	219,834.28	12,283.93		232,118.21	4,303.16	227,815.05		227,815.05
3500 - PRIMARY ELECTION SERVICES	56,715.48	3,011.16		59,726.64	211.48	59,515.16		59,515.16
3901 - BC HOUSING FINANCE CORP	513,263.93	3,122.34		516,386.27	0.00	516,386.27		516,386.27
4320 - CO 2020	6,126,587.08	76,835.30	25,406.79	6,228,829.17	550,369.78	5,678,459.39	3,922,857.60	1,755,601.79
4323 - ON SYSTEM ROAD BOND-TXDOT	18,402,399.61	3,736.41	79,335.47	18,485,471.49	1,520,305.39	16,965,166.10	14,867,526.48	2,097,639.62
43231 - OFF SYSTEM ROAD BOND	7,351,714.89	4,267.06	30,659.73	7,386,641.68	216,248.96	7,170,392.72	6,680,935.71	489,457.01
43232 - 2023 CERTIFICATES OF OBLIGATIONS	10,408,932.97	6,946.97	42,723.40	10,458,603.34	0.00	10,458,603.34	9,309,681.60	1,148,921.74
4500 - GEN.PERMANENT IMPV.	18,951,829.73	0.00		18,951,829.73	279,257.65	18,672,572.08		18,672,572.08
5000 - HEALTH & LIFE INSURANCE	13,400,386.54	4,896,202.85		18,296,589.39	4,859,983.15	13,436,606.24		13,436,606.24
5800 - COUNTY ATTORNEY OPERATING FUND	69,269.35	105.00		69,374.35	0.00	69,374.35		69,374.35
6000 - PAYROLL	1,887,473.01	6,216,784.13		8,104,257.14	6,284,061.68	1,820,195.46		1,820,195.46
9100 - HEALTH DEPARTMENT	3,235,415.95	576,397.66		3,811,813.61	383,119.72	3,428,693.89		3,428,693.89
9300 - REGIONAL MOBILITY AUTHORITY	7,754.95	47.18		7,802.13	0.00	7,802.13		7,802.13
9700 - COMMUNITY SUPERVISION	1,332,949.41	259,439.69		1,592,389.10	336,248.12	1,256,140.98		1,256,140.98
TTL.OF ACCTS.IN POOL	302,746,873.35	18,834,031.56	998,034.85	322,578,939.76	26,138,031.53	296,440,908.23	189,601,681.27	106,839,226.96
1600 - LOCAL PROVIDER PARTICIPATION	35,555,066.40	164,447.84		35,719,514.24	10,881,277.03	24,838,237.21		24,838,237.21
4100 - GEN.OBLIG.DEBT SVC.	14,988,196.76	76,234.98	18,139.23	15,082,570.97	599,005.00	14,483,565.97	3,952,647.15	10,530,918.82
TOTAL	353,290,136.51	19,074,714.38	1,016,174.08	373,381,024.97	37,618,313.56	335,762,711.41	193,554,328.42	142,208,382.99

This report is submitted as true and correct to Commissioners Court by Cristian T. Villarreal, Brazos County Treasurer, on October 29, 2024.

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


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

Witness my hand this 29 day of OCTOBER A.D. 2024


Karen McQueen *By: Julie Peters Brown*
County Clerk, County of BRAZOS, State of Texas
Chief Deputy

Examined and approved in open Commissioners' Court this 29 day of

OCTOBER 2024.


Duane Peters, County Judge


Steve Aldrich, Commissioner Precinct #1


Chuck Konderla, Commissioner Precinct #2


Nancy Berry, Commissioner Precinct #3


Wanda J. Watson, Commissioner Precinct #4

Treasurer's Report for the MONTH AUGUST 2024



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 10/29/2024

ITEM: **Overpayments**

- a. Frances or Allan Jackson - \$6.79
- b. KJMC/Southern Comfort Homes - \$1,056.57

TO: Commissioners Court

DATE: 10/23/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
CC_Refund_Request10_22_2024.pdf	Tax Refund Applications	Backup Material

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

REFUNDS PENDING 10/22/2024

REQUESTOR	FRANCES OR ALLAN JACKSON
ADDRESS	2230 WAVERLY DR LANCASTER TX 75146
OWNER NAME	ALLAN JACKSON
PROP ID#	437769
REFUND AMOUNT	\$ 6.79

REQUESTOR	KJMC/ SOUTHERN COMFORT HOMES
ADDRESS	7828 E ST HWY 21 BRYAN TX 77808
OWNER NAME	ROBERT CASEY
PROP ID#	425259
REFUND AMOUNT	\$1056.57

REQUESTOR	
ADDRESS	
OWNER NAME	
PROP ID#	
REFUND AMOUNT	

REQUESTOR	
ADDRESS	
OWNER NAME	
PROP ID#	
REFUND AMOUNT	

REQUESTOR	
ADDRESS	
OWNER NAME	
PROP ID#	
REFUND AMOUNT	

REQUESTOR	
ADDRESS	
OWNER NAME	
PROP ID#	
REFUND AMOUNT	

REQUESTOR	
ADDRESS	
OWNER NAME	
PROP ID#	
REFUND AMOUNT	

REQUESTOR	
ADDRESS	
OWNER NAME	
PROP ID#	
REFUND AMOUNT	

APPLICATION FOR TAX REFUND

Collecting Office Name

Brazos County Tax Office

4151 County Park Court

Bryan, Texas 77802 Ph. 979-775-9930

Collecting Tax for: (taxing entities)

Brazos County, City of Bryan, City of College Station

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

City of Kurten, Navasota ISD

OWNER'S NAME AND ADDRESS

JACKSON ALLAN W

2230 WAVERLY DR

LANCASTER TX 75146-1262

PROPERTY DESCRIPTION

Legal: COLLEGE STATION A 2H 30027826-000 WILDFIRE ENER/GIDDINGS (EAGLEFORD) AB 48 /RUIZ, F SUR .0028864600 R

Address:

Account # 437769

TAX PAYMENT INFORMATION

Name of Taxing Unit	Tax Year of Refund	Payment Date	Amount Paid	Refund Amount Requested
ZREFUND	2023	05/30/2024	\$390.28	\$6.79

Taxpayer's reason for refund: OP-Overpayment

REFUND TO:

JACKSON ALLAN W, JACKSON FRANCES V

2230 WAVERLY DR

LANCASTER TX 75146-1262

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

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

Francis V. Del
Signature

10-16-2024

Date

972-218-6609

N/A

Phone #

Email Address

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

TAX REFUND DETERMINATION

The tax refund is Approved Disapproved

[Signature]
Authorized Officer Signature

10/29/24
Date

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

Authorized Officer Signature

Date

TAX RECEIPT

06/07/2024 03:11PM

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

Receipt Number	
3355206	
Date Posted	05/30/2024
Payment Type	P
Payment Code	Over/Refund
Total Paid	\$390.28

PAID BY:

JACKSON ALLAN W
 JACKSON FRANCES V
 2230 WAVERLY DR
 LANCASTER, TX 75146-1262

Property ID	Geo	Legal Acres	Owner Name and Address
437769	30-027826-000-R-030027826000R001001	0.0000	JACKSON ALLAN W JACKSON FRANCES V 2230 WAVERLY DR LANCASTER, TX 75146-1262
Legal Description			DBA Name
COLLEGE STATION A 2H 30027826-000 WILDFIRE ENER/GIDDINGS (EAGLEFORD) AB 48 /RUIZ, F SUR .0028864600 R			
Situs			

Entity	Year	Rate	Taxable Value	Stmt #	Void	Original Tax	Discnts	P&I	Att Fees	Overage	Amount Pd
Z REFUND ENTITY	2023	0.00000	0	149182	N	6.79	0.00	0.00	0.00	0.00	6.79
EMG SVCS DIST #4	2023	0.05206	24,053	65648	N	12.52	0.00	1.64	0.00	0.00	14.16
BRYAN ISD	2023	0.94920	24,053	65648	N	228.31	0.00	29.67	0.00	0.00	257.98
BRAZOS COUNTY	2023	0.40970	24,053	65648	N	98.54	0.00	12.81	0.00	0.00	111.35
											390.28

Balance Due As Of 05/30/2024: -6.79

Tender	Details	Description	Amount
Check	2839		390.28
			390.28

Operator	Batch	Total Paid
crsalgado	51694 (06/07/2024_CRS)	390.28

APPLICATION FOR TAX REFUND

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

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

OWNER'S NAME AND ADDRESS

CASEY ROBERT T
%KJMC INC
7828 E STATE HIGHWAY 21
BRYAN TX 77808-8664

PROPERTY DESCRIPTION

Legal: SER# 125000HA008176A, HUD# NTA1871258, A011300, JESSE ELLISON, TRACT 1.1, 46.94 ACRES
Address: 11444 FERRILL CREEK RD ,
Account # 425259

TAX PAYMENT INFORMATION

Name of Taxing Unit	Tax Year of Refund	Payment Date	Amount Paid	Refund Amount Requested
ZREFUND	2024	10/21/2024	\$1418.46	\$1056.57

Taxpayer's reason for refund: **OP-Overpayment**

REFUND TO:

SOUTHERN COMFORT HOMES
7828 E STATE HIGHWAY 21
BRYAN TX 77808-8664

Sign below and return form to the Brazos County Tax Office.
"I hereby apply for the refund of the above-described taxes and certify that the information on this form is true and correct."



10/22/24

Signature

Date

979-778-8224

karl@schomestx.com

Phone #

Email Address

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

TAX REFUND DETERMINATION

The tax refund is Approved Disapproved



10/29/24

Authorized Officer Signature

Date

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

Authorized Officer Signature

Date

TAX RECEIPT

10/21/2024 12:24PM

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

Receipt Number	
3367806	
Date Posted:	10/21/2024
Payment Type	P
Payment Code	Over/Refund
Total Paid	\$1,418.46

PAID BY:

SOUTHERN COMFORT HOMES
 7828 E STATE HWY 21
 BRYAN, TX 77808

Property ID	Geo	Legal Acres	Owner Name and Address
425259	702020-0000-0122	0.0000	CASEY ROBERT T %KJMC INC 7828 E STATE HIGHWAY 21 BRYAN, TX 77808-8664
Legal Description:			
SER# 125000HA008176A, HUD# NTA1871258, A011300, JESSE ELLISON, TRACT 1.1, 46.84 ACRES			
Situs		DBA Name	
11444 FERRILL CREEK RD			

Entity	Year	Rate	Taxable Value	Stmnt #	Void	Original Tax	Discnts	P&I	Att Fees	Overage	Amount Pd
Z REFUND ENTITY	2024	0.00000	0	149864	N	1,056.57	0.00	0.00	0.00	0.00	1,056.57
EMG SVCS DIST #2	2024	0.02008	74,660	24116	N	14.98	0.00	0.00	0.00	0.00	14.98
BRYAN ISD	2024	0.94690	3,544	24116	N	33.56	0.00	0.00	0.00	0.00	33.56
BRAZOS COUNTY	2024	0.41970	74,660	24116	N	313.35	0.00	0.00	0.00	0.00	313.35
											1,418.46

Balance Due As Of 10/21/2024: -1056.57

Tender	Details	Description	Amount
Check	REPOST		1418.46
			1418.46

Operator	Batch	Total Paid
tnoore	53438 (2024_MH Escrow_10212024)	1,418.46



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Budget Office NUMBER:
DATE OF COURT MEETING: 10/29/2024
ITEM: • FY 24/25 Budget Amendments 5.01 - 5.06
TO: Commissioners Court
FROM: Nina Payne
DATE: 10/24/2024
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>
5_Coversheet.pdf	FY 25 - 5.01 - 5.06 Coversheet	Cover Memo
5.01 - 5.06.pdf	FY 25 Budget Amendments 5.01 - 5.06	Budget Amendment

BRAZOS COUNTY, TEXAS

BUDGET AMENDMENT(S) FOR THE 2024-2025 BUDGET YEAR

NO. 24/25 5.01 – 5.06

On this the 29th 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 29th 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 29th day of October 2024.

THE COMMISSIONERS COURT OF BRAZOS COUNTY, TEXAS.

By: 
Duane Peters, County Judge

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



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Human Resources NUMBER:
DATE OF COURT MEETING: 10/29/2024
ITEM: • Approval of Personnel Change of Status
TO: Commissioners Court
DATE: 10/24/2024
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
Employment Separations - Public - 10-29-2024.pdf	Cover Sheet	Cover Memo

Personnel Change of Status

(Oct 24, 2024)

Commissioners' Court Date: 10-29-2024
Department Submitting Information: Human Resources
Purpose of Submissions: Consider and Take Action on Change

Employment

Department Name	Employee Name
County Court at Law #1	Davenport, Safiya
Veteran Services	Murray, Kale

Separations

Department Name	Employee Name
Juvenile Services - Detention	Rooks, NaSerea
Tax Assessor - Collector - Administration	Parra-DeJesus, Angelica

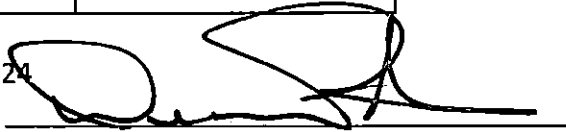
Personnel Action Forms

Department Name	Employee Name
District Attorney	Baker, Brian
District Attorney	Capps, Kevin
District Attorney	Carter, Melissa
District Attorney	Comte, Kara
District Attorney	Cooks, Melva
District Attorney	Davis, Tonika
District Attorney	Escue, Jessica
District Attorney	Hernandez Hollowell, Solangie
District Attorney	Howell, Douglas III
District Attorney	James, Amanda
District Attorney	Love, Claire
District Attorney	McLemore, Phillip
District Attorney	Price, Brian
Information Technology	Olivarez, Jason
Information Technology	Shaw, Travis
Sheriff's Office - Administration	Alo, Nicholas
Sheriff's Office - Administration	Braly, Christopher
Sheriff's Office - Administration	Dennis, Nathan
Sheriff's Office - Administration	Donaldson, Dillon

Sheriff's Office - Administration	Fuller, Jacob
Sheriff's Office - Administration	Greiner, Christopher
Sheriff's Office - Administration	Hyney, Vincent
Sheriff's Office - Administration	Pace, Lonnie III
Sheriff's Office - Administration	Searles, Christopher
Sheriff's Office - Administration	Sever, Eric
Sheriff's Office - Administration	Turner, Joshua
Sheriff's Office - Administration	Wetz, Morgan
Sheriff's Office - Administration	Wilhelm, Ashley
Sheriff's Office - CSISD School Security	Lyday, Jayson

Approved in Commissioners' Court: 10-29-2024

County Judge's or Commissioner's Signature:

A handwritten signature in black ink, appearing to be "Christopher Greiner", written over a horizontal line.



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: NUMBER:

DATE OF COURT MEETING: 10/29/2024

ITEM: Approval of Payment of Claims
• a. 8205939 - 8206086
• b. 9202659 - 9202701

TO: Commissioners Court

DATE: 10/25/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
Bill_List-Public_10.29.24.pdf	Payment of Claims	Backup Material



BRAZOS COUNTY
BRYAN, TEXAS

CLAIMS

COMMISSIONERS COURT MEETING: October 29, 2024

CLAIMS TO BE PAID BY BRAZOS COUNTY:

CLAIM # 8205939 Thru CLAIM # 8206088
CLAIM # 9202659 Thru CLAIM # 9202701

The Court voted unanimously to approve these Claims as submitted.

Duane Peters
County Judge

Karen McQueen
County Clerk

By: *Ashley Peters Bowman*
Chief Deputy

Bill List Commissioners Court

Time run: 10/28/2024 10:35:11 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	Austi*****		ADV000276386493	741.00	
			Samue*****		ADV000276386497	741.00	
01000-00000000-26930000-00000-0000-000000	General Fund-No Value-Prepaid Contracts-No Value-No Value-No Value	102754	Silkt*****	240004528	INV-0341	0.00	
01000-00000000-27140000-00000-0000-000000	General Fund-No Value-Dyed Diesel-No Value-No Value-No Value	97508	Fikes*****	250000502	INV-035059	4,523.32	
01000-00000000-27150000-00000-0000-000000	General Fund-No Value-Diesel-No Value-No Value-No Value	97508	Fikes*****	250000502	INV-034246	6,526.71	
					INV-035059	2,458.88	
01000-00000000-27210000-00000-0000-000000	General Fund-No Value-Gasoline-No Value-No Value-No Value	97508	Fikes*****	250000502	INV-034246	13,108.56	
					INV-035059	11,432.53	
01000-00000000-30002000-00000-0000-000000	General Fund-No Value-Accrued Expenditures Pay-No Value-No Value-No Value	96753	Norma*****ervices LLC		Pay App #1-2085	142,526.71	
01000-00000000-30202000-00000-0000-000000	General Fund-No Value-District Attorney Restitution Payable-No Value-No Value-No Value	102962	BCS T*****estitution		1036MJ101624	6,738.29	
01000-00000000-30340000-00000-0000-000000	General Fund-No Value-Deposits Payable \- Brazos Center-No Value-No Value-No Value	102953	Newto*****nd		19355	150.00	
			102956	Dorse*****d		19342	150.00
			102957	BVGOP*****		19373	250.00
01000-00000000-37013100-00000-0000-000000	General Fund-No Value-New Deferred Revenue Justice of the Peace 3-No Value-No Value-No Value	102963	Kerry*****und		3024-02178N	1,200.00	
			102964	Ruiz,*****d		3024-02972N	1,000.00
01000-10000100-61110000-00000-0000-000000	General Fund-County Judge \- Administration-Conference & Seminar Fees-No Value-No Value-No Value	6313	Texas*****Counties	250000896	358627	150.00	
01000-10002000-61620000-00000-0000-000000	General Fund-Veteran Services-Subscriptions & Publications-No Value-No Value-No Value	102355	Panor*****c	250000567	14566	495.00	
01000-10002000-65540000-00000-0000-000000	General Fund-Veteran Services-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	9038	Xerox*****ons Southwest	240000727	IN5323575	20.00	
					IN5323578	20.00	
					IN5323581	20.00	
					IN5323583	20.00	
					IN5323584	20.00	
					IN5323627	20.00	
01000-10500000-61500000-00000-0000-000000	General Fund-Budget Office \- Administration-Printing-No Value-No Value-No Value	1229	Alpha*****	250000001	67621	1,494.12	
01000-11000100-61801000-00000-0000-000000	General Fund-Commissioners Court \- Administration-Travel-No Value-No Value-No Value	Employee	Charj*****a		TRVL000276227437	28.50	
01000-11000100-65540000-00000-0000-000000	General Fund-Commissioners Court \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	9038	Xerox*****ons Southwest	240000727	IN5323575	65.00	
					IN5323578	65.00	
					IN5323581	65.00	

					IN5323583	65.00
					IN5323584	65.00
					IN5323627	65.00
01000-11000500-60620000-00000-0000-000000	General Fund-Non\ -Departmental-Postage & Shipping-No Value-No Value-No Value	1055 7467	FedEx***** UPS	240000908 240000909	1248-3151-2 0000f6731x424	40.85 153.15
01000-11000500-61010000-00000-0000-000000	General Fund-Non\ -Departmental-Advertising \ - Legal Notices-No Value-No Value-No Value	95234	Thryv*****	250000361	710004538-102024	93.00
01000-11000500-61400000-00000-0000-000000	General Fund-Non\ -Departmental-Insurance-No Value-No Value-No Value	102890	Allia*****vices Inc	250000908	2852003	52,560.26
01000-11000500-61880000-00000-0000-000000	General Fund-Non\ -Departmental-Utilities Expenditure-No Value-No Value-No Value	20	Bryan*****	240000528	2043085 0924	378.16
01000-11002000-73420000-00000-0000-000000	General Fund-Community Support-Brazos Valley Economic Development Cor-No Value-No Value	7130	Brazo*****c Development Corporation	250000564	FY25 1024	29,166.66
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	101451	Navar*****rney at Law		2403071	650.00
		102106	The G*****p		2104240	650.00
					2303740	650.00
					2303908	650.00
					2402790	0.00
		801423	Davis*****		2400077	650.00
		802239	Gimbe*****		2304259	650.00
		91523	Herna*****		2402339	650.00
		95315	Law O*****tsberger		2402232	650.00
		95611	Law O*****helps, PC, The		2302879	0.00
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	802239	Gimbe*****		2403381	650.00
		805046	Gusti*****orney PLLC		2401976	650.00
		95611	Law O*****helps, PC, The		2302879	650.00
			Law O*****helps, PC, The		2303230	650.00
01000-11010000-72203000-00000-0000-000000	General Fund-Court Support \ - Criminal-Court Appointed Attorneys \ - Preindictment/Dismissal-No Value-No Value-	801423	Davis*****		2400552-	0.00
					unfiled102224	0.00
01000-11010000-72203000-00000-1102-000000	General Fund-Court Support \ - Criminal-Court Appointed Attorneys \ - Preindictment/Dismissal-No Value-Adult Felony-No Value	801423	Davis*****		unfiled102224	75.00
01000-11010000-72204000-00000-0000-000000	General Fund-Court Support \ - Criminal-Court Appointed Attorneys \ - 472nd-No Value-No Value-No Value	801423	Davis*****		13j2022-1023	150.00
					243j2024,1023	150.00
					249j2023-1015	800.00
					272j2024-1023	75.00
					286j2023-1023	600.00
					288j2023-1023	600.00
					312j2024-1023	150.00
					43j2024-1023	150.00

				476j2023-1023	75.00
				82j2024-1023	800.00
		95315	Law O*****tsberger	160j2024-1023	800.00
		96520	Thoma*****	177j2024-1015	800.00
				241j2024-1015	150.00
				262j2024-1023	150.00
				272j2024-1023	150.00
				287j2024-1023	150.00
				314j2024-1023	150.00
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	2304768	650.00
				2402790	1,000.00
		96520	Thoma*****	2304503	1,000.00
01000-11010000-72206000-00000-0000-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- 272nd-No Value-No Value-No Value	800568	Lewis*****y	2003191	500.00
				2400314	725.00
				2401384	500.00
		801423	Davis*****	2400552-	1,000.00
		802205	Cune,*****	1904544	208.33
				2002271	208.33
				2002840	1,000.00
				2301917	208.34
				2402128	1,000.00
		802239	Gimbe*****	2301047	1,000.00
		91624	James*****gelhauer & Ask	2002420	2,606.25
				2402086	2,606.25
		92302	Turnb*****PLLC	2104558-	1,000.00
				2302295	291.67
				2303521	291.67
				2303523	291.66
				2304820	1,000.00
		95315	Law O*****tsberger	2400992	1,000.00
				2403376	650.00
		96520	Thoma*****	2204319	1,000.00
				2204467	1,000.00
				2300969	725.00
				2301316	725.00
				2301524	725.00
				2301936	1,000.00
				2403712	650.00
				2403829	1,000.00
01000-11010000-72207000-00000-0000-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- 361st-No Value-No Value-No Value	102106	The G*****p	2201541	650.00
				2304318	1,750.00

					2401065	1,000.00
		102828	Sarah*****LLC		2002945	633.33
					2302642	633.34
					2302643	633.33
		801423	Davis*****		2303656	206.25
					2303972	206.25
					2304521	206.25
					2304523	206.25
					2402420	1,000.00
		95315	Law O*****tsberger		2200782-	1,000.00
		96520	Thoma*****		2401566	650.00
					2402118	1,000.00
		97495	Calde*****PLLC		1901535	1,000.00
01000-11010000-72207100-00000-0000-000000	General Fund-Court Support \- Criminal-Investigator Fees \- 361st-No Value-No Value-No Value	102828	Sarah*****LLC		2002945	1,195.00
01000-11010000-72208000-00000-0000-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- Juvenile-No Value-No Value-No Value	102636	Gendr*****	250000573	FY25 1024	28,125.00
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		5983	133.00
		91804	Sanch*****		2237	797.15
01000-11010000-72660000-00000-0000-000000	General Fund-Court Support \- Criminal-Psychiatric Services-No Value-No Value-No Value	96087	Rocke*****PhD PLLC		24-02703-CRM-CCL2	800.00
01000-11020000-71040000-00000-0000-000000	General Fund-Court Support \- Civil-Contract Placement \- Secure-No Value-No Value-No Value	94771	Nuece*****		CI000700	6,000.00
01000-11020000-71041000-00000-0000-000000	General Fund-Court Support \- Civil-Contract Placement \- Non\Secure-No Value-No Value-No Value	8175	Luthe*****ces of the South Inc		101826-CL-00002	8,598.47
01000-11022720-72110000-00000-1005-000000	General Fund-Court Support \- Child Protective Svc \- 272nd-Attorney Fees-No Value-Children-No Value	101406	Law O*****e J Latray		23000533-102124,8805	8,805.00
01000-11023610-72110000-00000-1006-000000	General Fund-Court Support \- Child Protective Svc \- 361st-Attorney Fees-No Value-Adult Appeal-No Value	101503	Meyer*****		23001106-101024,4740	4,740.00
01000-11024720-72110000-00000-1002-000000	General Fund-Court Support Child Protective Svc \- 472nd-Attorney Fees-No Value-Non Custodial Parents-No Value	95870	Burns*****PLLC		24000746-091824,270	205.00
					24001551-091824,475	115.00
01000-11024720-72110000-00000-1005-000000	General Fund-Court Support Child Protective Svc \- 472nd-Attorney Fees-No Value-Children-No Value	95870	Burns*****PLLC		23000968-091824,160	165.00
01000-11100000-61880000-00000-0000-000000	General Fund-Fleet Shop \- Light Equipment \- Administration-Utilities Expenditure-No Value-No Value-No Value	20	Bryan*****	250000599	2016104 1024	864.60
01000-11100000-65540000-00000-0000-000000	General Fund-Fleet Shop \- Light Equipment \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	9038	Xerox*****ons Southwest	240000727	IN5323575	10.00
					IN5323578	5.00
					IN5323581	5.00

					IN5323583	5.00
					IN5323584	5.00
					IN5323627	5.00
01000-11100000-65720000-00000-0000-000000	General Fund-Fleet Shop \- Light Equipment \- Administration-Shop Supplies-No Value-No Value-No Value	11682	Napa*****	250000047	330244	164.64
		3354	O'Rej*****	250000006	2016-266752	189.92
		94243	South*****C	250000801	4590142519	165.33
01000-11100000-65950000-00000-0000-000000	General Fund-Fleet Shop \- Light Equipment \- Administration-Vehicle Maintenance-No Value-No Value-No Value	100138	Gladn*****utions LLC	250000776	77780	175.00
		10090	Sterl*****	250000019	5274786	139.45
		21268	Brazo*****	250000013	430655-25	7.50
		3354	O'Rej*****	250000027	2016-261285	(61.62)
					2016-263859	(65.48)
					2016-266407	149.50
					2016-266788	166.02
					2016-266829	8.85
					2016-267207	129.10
					2016-267302	33.84
					2016-268197	47.84
					2016-268200	169.99
		91345	CC Cr*****	250000460	N767640	22.50
				250000461	N769183	22.50
		95889	Inspe*****	250000014	10949	7.00
					10952	7.00
					10980	7.00
		97256	Texas*****s	250000762	37032	673.98
01000-11200200-60500000-00000-0000-000000	General Fund-Collections \- Administration-Equipment & I.T. Enhancement-No Value-No Value-No Value	94874	GovCo*****	250000498	75773017	107.08
					75777192	11.26
01000-11200200-65540000-00000-0000-000000	General Fund-Collections \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	9038	Xerox*****ons Southwest	240000727	IN5323575	20.00
01000-11210020-60500000-00000-0000-000000	General Fund-Elections Administrator-Equipment & I.T. Enhancement-No Value-No Value-No Value	11869	Lowes*****	250000737	970975	227.84
					971378	56.96
					999375	1,008.44
01000-11210020-60600000-00000-0000-000000	General Fund-Elections Administrator-Office Supplies-No Value-No Value-No Value	94806	Perry*****	250000774	IN-1561178	173.24
				250000798	IN-1561179	18.71
		97501	Inclu*****LC	250000685	151521	401.15
01000-11210020-61880000-00000-0000-000000	General Fund-Elections Administrator-Utilities Expenditure-No Value-No Value-No Value	20	Bryan*****	240000521	2046467 0924	524.12
01000-12000100-65540000-00000-0000-000000	General Fund-County Treasurer \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	9038	Xerox*****ons Southwest	240000727	IN5323575	10.00
					IN5323578	10.00
					IN5323581	10.00

					IN5323583	10.00
					IN5323584	10.00
					IN5323627	10.00
01000-12500100-61240000-00000-0000-000000	General Fund-Risk Management \- Administration-Drug Testing-No Value-No Value-No Value	97285	Any T*****	240000417	9755	60.00
01000-12500100-65010000-00000-0000-000000	General Fund-Risk Management \- Administration-Accidents & Claims-No Value-No Value-No Value	102187	Choic*****	240005071	6570	3,200.00
		6313	Texas*****Counties	240004489	NRDD-0011097	1,000.00
					NRDD-0011136	1,442.17
					NRDD-0011144	55.00
01000-12500100-65540000-00000-0000-000000	General Fund-Risk Management \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	9038	Xerox*****ons Southwest	240000727	IN5323575	25.00
					IN5323578	25.00
					IN5323581	25.00
					IN5323583	25.00
					IN5323584	25.00
					IN5323627	25.00
01000-13000100-65540000-00000-0000-000000	General Fund-Tax Assessor \- Collector \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	9038	Xerox*****ons Southwest	240000727	IN5323575	90.00
					IN5323578	80.00
					IN5323581	80.00
					IN5323583	80.00
					IN5323584	80.00
					IN5323627	80.00
01000-14000006-65440000-00000-0000-000000	General Fund-Information Technology \- Non Capital-Network Maintenance-No Value-No Value-No Value	90531	Anixt*****	250000673	672770424	67.19
					672770486	193.38
					672770717	(31.39)
					672770718	(36.18)
01000-14000006-71020000-00000-0000-000000	General Fund-Information Technology \- Non Capital-Computer Contracts-No Value-No Value-No Value	101911	Conco*****	240003193	D573857	586.46
		102754	Silkt*****	240004528	INV-0341	1,440.80
01000-14000100-65540000-00000-0000-000000	General Fund-Information Technology \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	9038	Xerox*****ons Southwest	240000727	IN5323575	10.00
01000-14000100-71020000-00000-0000-000000	General Fund-Information Technology \- Administration-Computer Contracts-No Value-No Value-No Value	95710	Tyler*****c		M&S Credit	(66,948.53)
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	250000777	TR# 00201	157.80
01000-15000100-61520000-00000-0000-000000	General Fund-Human Resources \- Administration-Recruiting-No Value-No Value-No Value	16490	Wal-M*****c	250000910	TR# 04261	126.05
01000-15000100-61620000-00000-0000-000000	General Fund-Human Resources \- Administration-Subscriptions & Publications-No Value-No Value-No Value	95956	Diner*****		463182726	10.32
					250000696	783134AF-0012
		97259	Auror*****tage	250000907	540807	299.00

01000-15000100-65540000-00000-0000-000000	General Fund-Human Resources \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	9038	Xerox*****ons Southwest	240000727	IN5323575	45.00
					IN5323578	45.00
					IN5323581	45.00
					IN5323583	45.00
					IN5323584	45.00
IN5323627	45.00					
01000-16000100-61680000-00000-0000-000000	General Fund-County Auditor \- Administration Training-No Value-No Value-No Value	102933	Yello*****	250000370	3901	150.00
01000-16000100-61801000-00000-0000-000000	General Fund-County Auditor \- Administration Travel-No Value-No Value-No Value	Employee	Marci*****		TRVL000276374403	808.30
01000-16000100-65540000-00000-0000-000000	General Fund-County Auditor \- Administration Copier/Printer/Fax Maintenance-No Value-No Value-No Value	9038	Xerox*****ons Southwest	240000727	IN5323575	20.00
					IN5323578	20.00
					IN5323581	20.00
					IN5323583	20.00
					IN5323584	20.00
IN5323627	20.00					
01000-16000100-71025000-00000-0000-000000	General Fund-County Auditor \- Administration Contract Services-No Value-No Value-No Value	101724	The G*****	250000837	000118	4,000.00
01000-17000006-71206000-00000-0000-000000	General Fund-Facility Services \- Non Capital-Maintenance-No Value-No Value-No Value	93852	Sentr*****ners Inc	250000494	5872	21,011.20
01000-17000100-60350000-00000-0000-000000	General Fund-Facilities Services \- Administration-Food and Food Supplements-No Value-No Value-No Value	97596	Amazo*****	240004487	17TT-G6HN-9WV4	62.83
01000-17000100-60440000-00000-0000-000000	General Fund-Facilities Services \- Administration-Janitorial Supplies-No Value-No Value-No Value	11869	Lowes*****	250000072	999657	332.57
		21638	Home *****	250000193	831808738	98.46
		96958	Sew V*****	250000516	186456226	48.00
01000-17000100-61880000-00000-0000-000000	General Fund-Facilities Services \- Administration-Utilities Expenditure-No Value-No Value-No Value	20	Bryan*****	240004034	2409871 0924	324.79
01000-17000100-65050000-00000-0000-000000	General Fund-Facilities Services \- Administration-Building Maintenance-No Value-No Value-No Value	11807	Grain*****	250000183	9281529363	45.24
		11869	Lowes*****	250000143	987051	186.14
		21638	Home *****	250000149	830930665	67.46
01000-17000100-65051000-00000-0000-000000	General Fund-Facilities Services \- Administration-Air Conditioning/Heating Maintenance-No Value-No Value-No Value	321	Johns*****	250000077	10432745	30.14
		97431	Johns*****llege Station	250000075	8033055	17.50
01000-17000100-65053000-00000-0000-000000	General Fund-Facilities Services \- Administration-Electrical System Maintenance-No Value-No Value-No Value	262	Deale*****pply	250000181	S101356097.001	103.10
01000-17000100-65056000-00000-0000-000000	General Fund-Facilities Services \- Administration-Plumbing Maintenance-No Value-No Value-No Value	494	Valle*****upply Co Inc	250000080	405830	201.74
		92196	Fergu*****Inc	250000060	1127454	191.63
01000-17000100-71512000-00000-0000-000000	General Fund-Facilities Services \- Administration-Plumbing Maintenance-No Value-No Value-No Value	19837	Unifi*****	250000036	2960104609	14.28

	Administration-Rental \- Uniforms-No Value-No Value				2960104610	113.23
					2960104611	10.96
					2960104612	9.67
01000-17000200-71512000-00000-0000-000000	General Fund-Landscaping-Rental \- Uniforms-No Value-No Value	19837	Unifi*****	250000036	2960104610	8.58
01000-18000100-61110000-00000-0000-000000	General Fund-County Attorney \- Administration-Conference & Seminar Fees-No Value-No Value	3745	Texas*****ty Attorneys Association	250000900	256295	350.00
				250000901	256301	350.00
01000-18000100-61218000-00000-0000-000000	General Fund-County Attorney \- Administration-Court Costs \- Mental Cases-No Value-No Value	61732	Travi*****	250000113	C-1-MH-24-001428	607.00
					C-1-MH-24-001449	607.00
01000-18000100-65540000-00000-0000-000000	General Fund-County Attorney \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value	9038	Xerox*****ons Southwest	240000727	IN5323575	150.00
					IN5323578	70.00
					IN5323581	70.00
					IN5323583	70.00
					IN5323584	70.00
					IN5323627	70.00
01000-19000100-60170000-00000-0000-000000	General Fund-District Attorney \- Administration-Copier/Printer/Fax Supplies-No Value-No Value	94806	Perry*****	250000862	IN-1561725	153.40
01000-19000100-60600000-00000-0000-000000	General Fund-District Attorney \- Administration-Office Supplies-No Value-No Value	94806	Perry*****	250000862	IN-1561725	198.08
01000-19000100-61010000-00000-0000-000000	General Fund-District Attorney \- Administration-Advertising \- Legal Notices-No Value-No Value	100120	YourM*****c	250000870	R69153373	679.20
01000-19000100-61970000-00000-0000-000000	General Fund-District Attorney \- Administration-Witness Reimbursement-No Value-No Value	95956	Diner*****	250000879	NOFRSF	1,570.93
		96870	Best *****BCS	250000529	245851	114.59
01000-19000100-65540000-00000-0000-000000	General Fund-District Attorney \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value	9038	Xerox*****ons Southwest	240000727	IN5323575	40.00
					IN5323578	40.00
					IN5323581	40.00
					IN5323583	40.00
					IN5323584	40.00
					IN5323627	40.00
01000-21000100-61210000-00000-0000-000000	General Fund-County Clerk \- Administration-Court Costs-No Value-No Value	10803	Texas*****ublic Safety		CRS-202409-294851	10.00
01000-21000100-65540000-00000-0000-000000	General Fund-County Clerk \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value	9038	Xerox*****ons Southwest	240000727	IN5323575	40.00
					IN5323578	40.00
					IN5323581	40.00
					IN5323583	40.00
					IN5323584	40.00
					IN5323627	40.00
01000-22000100-65540000-00000-0000-000000	General Fund-85th District Court \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value	9038	Xerox*****ons Southwest	240000727	IN5323575	40.00

01000-22100100-61110000-00000-0000-000000	General Fund-272nd District Court \- Administration-Conference & Seminar Fees-No Value-No Value-No Value	Employee	John *****		TRVL000276843700	25.46
01000-22200100-65540000-00000-0000-000000	General Fund-361st District Court \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	9038	Xerox*****ons Southwest	240000727	IN5323575	10.00
01000-22300100-61750000-00000-0000-000000	General Fund-472nd District Court \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	250000819	287339274736X10082024	162.92
01000-22600100-61110000-00000-0000-000000	General Fund-Misdemeanor Associate Court \- Administration-Conference & Seminar Fees-No Value-No Value-No Value	100665	Texas*****Judiciary	250000557	17684	75.00
01000-22600100-61750000-00000-0000-000000	General Fund-Misdemeanor Associate Court \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	240003012	287310375080x10082024	44.32
01000-22600100-65540000-00000-0000-000000	General Fund-Misdemeanor Associate Court \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	9038	Xerox*****ons Southwest	240000727	IN5323575 IN5323627	20.00 5.00
01000-22700100-61680000-00000-0000-000000	General Fund-County Specialty Court Program-Training-No Value-No Value-No Value	102947	Corre*****ng Inc	250000652	55596	19.83
01000-23000100-61750000-00000-0000-000000	General Fund-County Court at Law #1 \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	240000494	287310376385x10082024	167.92
01000-23000100-65540000-00000-0000-000000	General Fund-County Court at Law #1 \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	9038	Xerox*****ons Southwest	240000727	IN5323575 IN5323578 IN5323581 IN5323583 IN5323584	10.00 5.00 5.00 5.00 5.00
01000-23100100-65540000-00000-0000-000000	General Fund-County Court at Law #2 \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	9038	Xerox*****ons Southwest	240000727	IN5323575	10.00
01000-24101100-41009000-00000-0000-000000	General Fund-Justice of Peace \- Precinct 1 \- Administration-Fees \- Warrant/Capias-No Value-No Value-No Value	97251	Texas*****		9-24	50.00
01000-24101100-60620000-00000-0000-000000	General Fund-Justice of Peace \- Precinct 1 \- Administration-Postage & Shipping-No Value-No Value-No Value	126	US Po*****		101724	730.00
01000-24101100-65540000-00000-0000-000000	General Fund-Justice of Peace \- Precinct 1 \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	9038	Xerox*****ons Southwest	240000727	IN5323575	10.00
01000-24201100-65540000-00000-0000-000000	General Fund-Justice of Peace \- Precinct 2 \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	9038	Xerox*****ons Southwest	240000727	IN5323575	15.00

01000-24301100-41009000-00000-0000-000000	General Fund-Justice of Peace \- Precinct 3 \- Administration-Fees \- Warrant/Capias-No Value-No Value-No Value	97251	Texas*****		33A-24	50.00
01000-24301100-60170000-00000-0000-000000	General Fund-Justice of Peace \- Precinct 3 \- Administration-Copier/Printer/Fax Supplies-No Value-No Value-No Value	9728	Wilto*****Ltd	250000715	371747	1,590.85
01000-24301100-65540000-00000-0000-000000	General Fund-Justice of Peace \- Precinct 3 \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	9038	Xerox*****ons Southwest	240000727	IN5323575	20.00
01000-24401100-41009000-00000-0000-000000	General Fund-Justice of Peace \- Precinct 4 \- Administration-Fees \- Warrant/Capias-No Value-No Value-No Value	97251	Texas*****		2-24	50.00
01000-24401100-60170000-00000-0000-000000	General Fund-Justice of Peace \- Precinct 4 \- Administration-Copier/Printer/Fax Supplies-No Value-No Value-No Value	94806	Perry*****	250000791	IN-1561331	125.16
01000-24401100-60600000-00000-0000-000000	General Fund-Justice of Peace \- Precinct 4 \- Administration-Office Supplies-No Value-No Value-No Value	94806	Perry*****	250000791	IN-1561331	149.02
01000-24401100-61110000-00000-0000-000000	General Fund-Justice of Peace \- Precinct 4 \- Administration-Conference & Seminar Fees-No Value-No Value-No Value	21410	Texas*****y		10050 10127 9478 9926	150.00 150.00 150.00 150.00
01000-24401100-61801000-00000-0000-000000	General Fund-Justice of Peace \- Precinct 4 \- Administration-Travel-No Value-No Value-No Value	21410	Texas*****y		10050 10127 9478 9926	120.00 120.00 180.00 120.00
01000-26002000-61730000-00000-0000-000000	General Fund-Health Department \- Support-Telephone \- Long Distance-No Value-No Value-No Value	16011	Depar*****tion Resources		25090869N	3.12
01000-26002000-61880000-00000-0000-000000	General Fund-Health Department \- Support-Utilities Expenditure-No Value-No Value-No Value	20	Bryan*****	240000520	2063650 0924	3,053.06
		60	Atmos*****	240003854	3042120522 0924	619.14
01000-28000100-60080000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Clothing/Uniforms-No Value-No Value-No Value	93357	Galls*****	250000252	029405951	183.32
01000-28000100-60400000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Investigation Supplies-No Value-No Value-No Value	101378	Detec*****	250000789	INV16525	354.20
01000-28000100-60500000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Equipment & I.T. Enhancement-No Value-No Value-No Value	11869	Lowes*****	250000839	989160	59.79
01000-28000100-60600000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Office Supplies-No Value-No Value-No Value	93186	Batte*****	250000319	P76931168	35.60

01000-28000100-61110000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Conference & Seminar Fees-No Value-No Value-No Value	10336	Texas***** Extension Service	250000254	EH7310729	1,800.00
		95956	Diner*****	250000470	96377	495.00
01000-28000100-61500000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Printing-No Value-No Value-No Value	1229	Alpha*****	250000416	67667	412.97
01000-28000100-61801000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Travel-No Value-No Value-No Value	95956	Diner*****		547671213	871.74
		Employee	Paul *****		TRVL000276387142	181.50
01000-28000100-61880000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Utilities Expenditure-No Value-No Value-No Value	20	Bryan*****	250000320	2213212 1024	5,743.12
01000-28000100-65050000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Building Maintenance-No Value-No Value-No Value	11869	Lowes*****	250000839	989160	28.61
01000-28000100-65320000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Equipment Maintenance-No Value-No Value-No Value	11869	Lowes*****	250000243	987214	17.08
01000-28000100-65540000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	9038	Xerox*****ons Southwest	240000727	IN5323575	220.00
					IN5323578	200.00
					IN5323581	200.00
					IN5323583	200.00
					IN5323584	200.00
					IN5323627	200.00
01000-28000100-71020000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Computer Contracts-No Value-No Value-No Value	100604	Lexip*****igital	250000881	INVPR11242321	4,423.67
		101827	Power*****	250000827	INV-56627	4,927.90
		96094	Leads*****	250000814	413717	6,484.00
01000-28000100-71502000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Rental \- Facility-No Value-No Value-No Value	10336	Texas***** Extension Service	250000521	EH7310732	140.00
					EH7310733	140.00
					EH7310792	125.00
					EH7310813	165.00
					EH7310890	175.00
01000-28000100-72157000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Counseling Services-No Value-No Value-No Value	801917	Luepn*****	250000435	10152024	600.00
01000-28002000-60080000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Clothing/Uniforms-No Value-No Value-No Value	7800	Award*****	250000271	52097	13.00
		93357	Galls*****	250000667	029376053	88.00
01000-28002000-60240000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Detention Supplies-No Value-No Value-No Value	95575	Cooks*****	250000308	N874148	1,197.34
01000-28002000-60350000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Food and Food Supplements-No Value-No Value-No Value	101854	Hilan*****mpany LLC	250000256	0541014249021591	2,400.00
					0541021240216479	1,320.00
		10500	US Fo*****	250000790	3134429	7,187.62
		3691	Flowe*****y	250000257	4038748442	1,616.37
					4038757383	65.80
6151	Perfo*****ce Temple	250000785	2476707	5,439.98		

		91168	Ruffi*****Service	250000310	1703195	2,364.48
				250000786	1705588	3,918.65
		96384	Best *****p	250000309	27100	16,883.81
		96957	Sysco*****	250000788	867107515	12,899.52
01000-28002000-60360000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Furniture Expense-No Value-No Value-No Value	93424	ULINE*****	250000783	184434557	951.69
01000-28002000-60440000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Janitorial Supplies-No Value-No Value-No Value	21638	Home *****	240004846	824511836	2,132.53
					826512923	14.64
		94806	Perry*****	250000478	IN-1560940	779.95
				250000828	IN-1561621	1,213.06
01000-28002000-60500000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Equipment & I.T. Enhancement-No Value-No Value-No Value	100597	Less *****	250000666	IN7088	4,465.10
01000-28002000-60600000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Office Supplies-No Value-No Value-No Value	11869	Lowes*****	250000540	975717	43.01
				250000691	975691	379.80
01000-28002000-61110000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Conference & Seminar Fees-No Value-No Value-No Value	92512	Sam H*****iversity		Sparks/Smith	384.00
			Sam H*****iversity	250000033	BelangeriDavis	600.00
				250000233	Wright	300.00
		96628	Texas***** Officers Association	250000882	30003394	1,250.00
01000-28002000-61680000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Training-No Value-No Value-No Value	100604	Lexip*****igital	250000881	INVPRA11242321	4,423.68
01000-28002000-61801000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Travel-No Value-No Value-No Value	95956	Diner*****		770041115049BCDC	7.74
				240004610	3127077545credit	(574.92)
01000-28002000-61806000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Travel \- Inmate Transport-No Value-No Value-No Value	95956	Diner*****	240004610	3127077545 credit	(1.18)
01000-28002000-61880000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Utilities Expenditure-No Value-No Value-No Value	20	Bryan*****	240000524	2043082 0924	35,209.79
				240000525	2042927 0924	15,592.49
				240000526	2427489 0924	663.83
				240000579	2295873 0924	849.23
				240000580	2293418 0924	245.35
01000-28002000-65540000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	9038	Xerox*****ons Southwest	240000727	IN5323575	350.00
					IN5323578	300.00
					IN5323581	300.00
					IN5323583	300.00
					IN5323584	300.00
					IN5323627	300.00
01000-28003000-65540000-00000-0000-000000	General Fund-Jail Medical Services-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	9038	Xerox*****ons Southwest	240000727	IN5323575	60.00
					IN5323578	60.00
					IN5323581	60.00
					IN5323583	60.00

					IN5323584	60.00
					IN5323627	60.00
01000-30101100-61620000-00000-0000-000000	General Fund-Constable Precinct 1 \- Administration-Subscriptions & Publications-No Value-No Value-No Value	465	Texas*****ssion	250000584	PC4818	1,500.00
01000-30101100-65540000-00000-0000-000000	General Fund-Constable Precinct 1 \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	9038	Xerox*****ons Southwest	240000727	IN5323575	75.00
					IN5323578	50.00
					IN5323581	50.00
					IN5323583	50.00
					IN5323584	50.00
					IN5323627	50.00
01000-30201100-60080000-00000-0000-000000	General Fund-Constable Precinct 2 \- Administration-Clothing/Uniforms-No Value-No Value-No Value	3486	GT Dj*****	250000537	Univ0056586	58.79
01000-30201100-61750000-00000-0000-000000	General Fund-Constable Precinct 2 \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	97548	Veriz*****	250000144	9975623680	394.83
01000-30201100-65540000-00000-0000-000000	General Fund-Constable Precinct 2 \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	9038	Xerox*****ons Southwest	240000727	IN5323575	10.00
01000-30301100-60080000-00000-0000-000000	General Fund-Constable Precinct 3 \- Adminstration-Clothing/Uniforms-No Value-No Value-No Value	3486	GT Dj*****	250000208	UNIV0056620	167.98
01000-30401100-60600000-00000-0000-000000	General Fund-Constable Precinct 4 \- Administration-Office Supplies-No Value-No Value-No Value	9728	Wilto*****Ltd	250000518	371670.1	31.91
					371834	18.59
					371834.1	6.60
01000-31000100-61470000-00000-0000-000000	General Fund-Juvenile Services \- Administration Probation-Prescriptions-No Value-No Value-No Value	94771	Nuece*****		CI000700	209.00
01000-31000100-65540000-00000-0000-000000	General Fund-Juvenile Services \- Administration Probation-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	9038	Xerox*****ons Southwest	240000727	IN5323575	100.00
					IN5323578	90.00
					IN5323581	90.00
					IN5323583	90.00
					IN5323584	90.00
					IN5323627	90.00
01000-31000100-72440000-00000-0000-000000	General Fund-Juvenile Services \- Administration Probation-Lab & X-Ray-No Value-No Value-No Value	94771	Nuece*****		CI000700	60.82
01000-31000140-60350000-00000-0000-000000	General Fund-Juvenile Services \- Administration Community Based Mental Health-Food and Food Supplements-No Value-No Value-No Value	16490	Wal-M*****c	250000024	00025	90.62
01000-31000220-60350000-00000-0000-000000	General Fund-Juvenile Services \- Detention-Food and Food Supplements-No Value-No Value-No Value	101646	Gold *****	250000029	3167449	199.64
					3173945	47.50

		101854	Hilan*****mpany LLC	250000018	0541021249029303	235.50		
		102244	Broth*****	250000199	00050347	300.85		
		96917	Gordo*****nc	250000031	9015342737	1,417.81		
01000-31000220-61060000-00000-0000-000000	General Fund-Juvenile Services \- Detention-Bonds-No Value-No Value-No Value	161	Anco *****es of Bryan/College Station Inc	250000434	32269	71.00		
01000-31000220-61880000-00000-0000-000000	General Fund-Juvenile Services \- Detention-Utilities Expenditure-No Value-No Value-No Value	20	Bryan*****	250000323	2222795 1024	249.30		
				250000324	2046376 1024	11,018.95		
				250000325	2046379 1024	1,484.23		
01000-31000220-65540000-00000-0000-000000	General Fund-Juvenile Services \- Detention-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	9038	Xerox*****ons Southwest	240000727	IN5323575	55.00		
					IN5323578	50.00		
					IN5323581	50.00		
					IN5323583	50.00		
					IN5323584	50.00		
					IN5323627	50.00		
01000-31000220-71020010-00000-0000-000000	General Fund-Juvenile Services \- Detention-SBITA \- Principal-No Value-No Value-No Value	96565	Guard*****	250000816	11708	18,795.00		
01000-31000330-65540000-00000-0000-000000	General Fund-Academy \- Community Based-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	9038	Xerox*****ons Southwest	240000727	IN5323575	35.00		
					IN5323578	35.00		
					IN5323581	35.00		
					IN5323583	35.00		
					IN5323584	35.00		
					IN5323627	35.00		
01000-34000100-61470000-00000-0000-000000	General Fund-Indigent Health Care \- Administration-Prescriptions-No Value-No Value-No Value	96727	Integ*****on Managment		092924	782.66		
					093024	2,025.81		
01000-34000100-72440000-00000-0000-000000	General Fund-Indigent Health Care \- Administration-Lab & X\-Ray-No Value-No Value-No Value	1369	Brazo*****ty Action Agency		093024	62.59		
					211	Bryan*****iates Inc	093024	101.04
					21421	Labor*****n of America	093024	145.64
					9331	Clini*****b	093024	10.43
01000-34000100-72540000-00000-0000-000000	General Fund-Indigent Health Care \- Administration-Physician Services-No Value-No Value-No Value	1369	Brazo*****ty Action Agency		093024	278.02		
					94789	Texas*****	093024	111.57
					97593	Scott*****l Hospital	093024	158.24
						Scott*****l Hospital	093024	158.24
01000-36000100-60315000-00000-0000-000000	General Fund-Exposition Center \- Administration-Event Supplies/Services-No Value-No Value-No Value	97545	Queen*****f Texas	250000836	10920	4,972.50		
01000-36000100-60440000-00000-0000-000000	General Fund-Exposition Center \- Administration-Janitorial Supplies-No Value-No Value-No Value	94806	Perry*****	250000713	1561325	314.64		
01000-36000100-61880000-00000-0000-000000	General Fund-Exposition Center \- Administration-Utilities Expenditure-No Value-No Value-No Value	20	Bryan*****	240000555	2382874 0924	15.69		
				240000556	2382791 0924	108.53		
				240000557	2380284 0924	300.78		

				240000560	2306756 0924	560.15
				240000570	2212629 0924	25.40
				240000571	2212630 0924	18.54
				240000572	2337552 0924	204.03
				240000582	2212628 0924	3,941.46
				240000583	2300181 0924	2,537.98
				240000584	2212627 0924	5,377.21
				240000589	2212625 0924	6,536.44
				240000591	2212626 0924	11,066.04
01000-36000100-65320000-00000-0000-000000	General Fund-Exposition Center \- Administration-Equipment Maintenance-No Value-No Value-No Value	11807	Grain*****	250000236	9270747174	638.85
01000-36000100-65540000-00000-0000-000000	General Fund-Exposition Center \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	9038	Xerox*****ons Southwest	240000727	IN5323575	15.00
					IN5323578	5.00
					IN5323581	5.00
					IN5323583	5.00
					IN5323584	5.00
					IN5323627	5.00
01000-36000100-71030000-00000-0000-000000	General Fund-Exposition Center \- Administration-Employment Services-No Value-No Value-No Value	94803	Expre*****	250000527	31481513	1,966.23
01000-36500100-65050000-00000-0000-000000	General Fund-Brazos Center \- Administration-Building Maintenance-No Value-No Value-No Value	102120	Spect*****	240002529	12502388	509.28
01000-36500100-65540000-00000-0000-000000	General Fund-Brazos Center \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	9038	Xerox*****ons Southwest	240000727	IN5323575	3.44
					IN5323578	5.00
					IN5323581	5.00
					IN5323583	5.00
					IN5323584	5.00
					IN5323627	5.00
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	67.77
					371754.4	32.90
01000-37000100-61110000-00000-0000-000000	General Fund-County Agriculture Extension \- Administration-Conference & Seminar Fees-No Value-No Value-No Value	Employee	Chadd*****ton		TRVL000276653779	40.00
01000-37000100-65540000-00000-0000-000000	General Fund-County Agriculture Extension \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	9038	Xerox*****ons Southwest	240000727	IN5323575	300.00
					IN5323578	300.00
					IN5323581	300.00
					IN5323583	300.00
					IN5323584	300.00
					IN5323627	300.00

01000-38000100-60080000-00000-0000-000000	General Fund-Child Protective Services \- Administration-Clothing/Uniforms-No Value-No Value-No Value	102670	Hobbs*****		FY24-BTS-JT	274.78
01000-38000100-61320002-00000-0000-000000	General Fund-Child Protective Services \- Administration-Foster Care \- Other Medical-No Value-No Value-No Value	102321	Walla*****		8471610	180.00
01000-38000100-61320003-00000-0000-000000	General Fund-Child Protective Services \- Administration-Foster Care \- Gift-No Value-No Value-No Value	16490	Wal-M*****c	250000857	10222024-1	500.00
			Wal-M*****c	250000857	10222024	500.00
		96127	Wings*****	250000858	10222024	2,600.00
01000-38000100-61320004-00000-0000-000000	General Fund-Child Protective Services \- Administration-Foster Care \- Parent Support-No Value-No Value-No Value	101657	H-E-B*****	250000855	10222024	2,500.00
		102958	Hawki*****		20231212000014	23.00
		97195	Idemi*****urity USA LLC		101124	37.75
01000-38000100-61320005-00000-0000-000000	General Fund-Child Protective Services \- Administration-Foster Care \- Special Needs-No Value-No Value-No Value	102959	Perez*****ina		3108846075	83.66
01000-38000100-61320008-00000-0000-000000	General Fund-Child Protective Services \- Administration-Foster Care \- Emergency Daycare-No Value-No Value-No Value	100321	Rojo*****		150806	54.00
		102960	Crawl*****		637899	108.00
01000-50000100-65540000-00000-0000-000000	General Fund-County Records Management \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	9038	Xerox*****ons Southwest	240000727	IN5323575	10.00
01000-56001000-61750000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	240000504	287310449001x10082024	501.56
01000-56001000-61880000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Utilities Expenditure-No Value-No Value-No Value	1038	Wicks***** Utility District	240000596	107194 0924	13.21
		20	Bryan*****	240000523	2043190 0924	1,243.21
				240000529	2042813 0924	1,094.34
				240000530	2042812 0924	401.86
		4582	Wellb*****ity District	240000593	102-4480-00 0924	37.69
01000-56001000-65540000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value	9038	Xerox*****ons Southwest	240000727	IN5323575	30.00
					IN5323578	30.00
					IN5323581	30.00
					IN5323583	30.00
					IN5323584	30.00
					IN5323627	30.00
01000-56001000-65660000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Road and Bridge \- Field Supplies-No Value-No Value-No Value	7360	CMC C*****ices	250000692	980906	850.00
		93681	Ilkes *****C	250000693	587735	416.00
01000-56001000-65670000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Road and Bridge \- Maintenance\General-No Value-No Value-No Value	100554	BWI C*****	250000201	18697266*	4,736.04
		102380	BPI M*****	250000160	1024-56	8,516.69
		5493	Vulca*****any	250000391	1985344	15,996.71
					1987565	19,176.76
					2010164	3,143.56
		90361	State*****ransport Ltd	250000264	SMT322615	51,685.68
97043	Texas***** Management Fund	240001883	09302024	300.00		

01000-56001000-7150000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Rental \- Equipment-No Value-No Value-No Value	10153	Musta*****es	250000194	A9131801	3,815.00	
01000-56001000-71512000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Rental \- Uniforms-No Value-No Value-No Value	19837	Unifi*****	250000135	2960104606	168.95	
01000-56002000-65320000-00000-0000-000000	General Fund-Fleet Shop \- Heavy Equipment-Equipment Maintenance-No Value-No Value-No Value	11682	Napa *****	250000093	330186	207.42	
					330234	53.83	
		15561	Capit*****ce of Austin Inc	250000756	06044085	195.37	
					06044137	212.83	
					06044154	2.63	
		90180	Perfo*****	250000065	S0052172461	1,787.94	
					S0052176211	154.40	
					S0052176221	(462.50)	
					S0052176231	25.00	
					S0052177151	675.92	
S0052184531	S0052184541		(160.00)				
			377.18				
01000-56002000-65720000-00000-0000-000000	General Fund-Fleet Shop \- Heavy Equipment-Shop Supplies-No Value-No Value-No Value	91900	Linde***** Inc	250000085	45792742	112.43	
					45845335	116.94	
01000-56002000-65950000-00000-0000-000000	General Fund-Fleet Shop \- Heavy Equipment-Vehicle Maintenance-No Value-No Value-No Value	11682	Napa *****	250000093	331659	76.40	
					332051	43.78	
		96665	Colle*****Lincoln LLC	250000129	414320	167.26	
					414396	16.87	
01000-56002000-71512000-00000-0000-000000	General Fund-Fleet Shop \- Heavy Equipment-Rental \- Uniforms-No Value-No Value-No Value	19837	Unifi*****	250000062	2960105664	27.03	
01000-56005000-61740000-00000-0000-000000	General Fund-Environmental Protection-Telephone-No Value-No Value-No Value	101833	Brigh*****	250000169	313741992-10162024	61.79	
01000-56005000-61880000-00000-0000-000000	General Fund-Environmental Protection-Utilities Expenditure-No Value-No Value-No Value	1038	Wicks***** Utility District	240000596	115970 0924	32.01	
					20	Bryan*****	240000511
		240000513	2075769 0924	54.90			
		240000541	2077216 0924	41.87			
		4582	Wellb*****ity District	240000593	104-2580-00 0924	38.13	
18000-30028000-60500000-00000-0000-000000	Law Enforcement Education Fund-LEOSE \- Sheriffs Office-Equipment & I.T. Enhancement-No Value-No Value-No Value	97596	Amazo*****	250000437	1N9X-KXFQ-GDPD	143.98	
22000-51000100-60500000-00000-0000-000000	Courthouse Security Fund-Courthouse Security Fund-Equipment & I.T. Enhancement-No Value-No Value-No Value	11869	Lowes*****	250000839	989160	20.88	
		97596	Amazo*****	250000437	1N9X-KXFQ-GDPD	110.25	
30000-227100-61680000-00000-0000-000000	Brazos County Grant Fund-Specialty Court (Drug Court) Grant-Training-No Value-No Value-No Value	102947	Corre*****ng Inc	250000652	55596	680.00	

30000-227100-71025000-00000-0000-000000	Brazos County Grant Fund-Specialty Court (Drug Court) Grant-Contract Services-No Value-No Value-No Value	96167	Recov*****orp		1002507	3,190.00
30000-272200-61801000-00000-0000-000000	Brazos County Grant Fund-Texas Indigent Defense Commission Grant-Travel-No Value-No Value	95956	Diner*****		1750950812	3.73
					205488565	3.88
30000-283700-80286000-00000-0000-000000	Brazos County Grant Fund-BV Human Trafficking Task Force Development-Equipment \- Other-No Value-No Value-No Value	102786	Valor*****	240004395	INV-1233	2,375.00
30000-424100-65540000-00000-0000-000000	Brazos County Grant Fund-Metropolitan Planning \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	9038	Xerox*****ons Southwest	240000727	IN5323575	20.00
					IN5323578	20.00
					IN5323581	20.00
					IN5323583	20.00
					IN5323584	20.00
					IN5323627	20.00
31000-340500-80100000-00000-0000-000000	American Rescue Plan Act-ARPA \- Medical Examiner's Office-Buildings-No Value-No Value-No Value	102243	PGAL *****	230012622	10063188	227,474.68
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	92607	Doubl*****ks	250000871	001	197.75
34000-19200100-61010000-00000-0000-000000	District Attorney Crime Fund-District Attorney Crime Fund \- Administration-Advertising \- Legal Notices-No Value-No Value-No Value	100120	YourM*****c	250000854	R69559131	679.20
43200-63432010-80101000-00000-0000-000000	2020 Certificates of Obligation-Former Ag Ext Renovations-Building Improvements-No Value-No Value-No Value	101779	Power*****ture NA LLC	230012945	221357.1_07	660.00
43200-63432020-80101000-00000-0000-000000	2020 Certificates of Obligation-R&B Renovations-Building Improvements-No Value-No Value-No Value	101779	Power*****ture NA LLC	230012945	221357.2_08	1,906.50
45000-00000000-30302000-00000-0000-000000	Capital Improvement Fund-No Value-Contract Pay \- Retainages-No Value-No Value-No Value	97578	Jacod*****p		Pay App #8*	0.01
				240001915	Pay App #8	21,953.25
45000-63111000-80890000-00000-0000-000000	Capital Improvement Fund-Fleet Shop \-Light Equipment \-Capital-Vehicles-No Value-No Value-No Value	3486	GT Dj*****	240003961	INV1018402	758.74
				240003973	INV1018405	758.74
				240003979	INV1018401	758.74
				240003983	INV1018403	758.74
				240003985	INV1018404	758.74
45000-63140001-80212000-00000-0000-000000	Capital Improvement Fund-Information Technology \- Capital-Software \- Subscription-No Value-No Value-No Value	95710	Tyler*****c		SAAS 1 month	59,783.50
				240003226	24-534 SAAS	119,567.00
45000-63310001-80101000-00000-0000-000000	Capital Improvement Fund-Juvenile Services \- Capital-Building Improvements-No Value-No Value-No Value	101932	Allen*****	240001966	45755	13,874.59
45000-63340500-80100000-00000-0000-000000	Capital Improvement Fund-Medical Examiner's Building-Buildings-No Value-No Value-No Value	102373	Broad*****	240000741	2391500-13	54,518.00

50000-64005000-71110000-00000-0000-000000	Health and Life Insurance Fund-Group Insurance \- Administration-Administrative Fee \- County-No Value-No Value-No Value	6313	Texas*****Counties		2177252024101501	3,124.57	
50000-64005000-71111000-00000-0000-000000	Health and Life Insurance Fund-Group Insurance \- Administration-Prescription Claims \- County-No Value-No Value-No Value	6313	Texas*****Counties		2177252024101501	240,766.81	
50000-64005000-72590000-00000-0000-000000	Health and Life Insurance Fund-Group Insurance \- Administration-Professional Fees \- Other-No Value-No Value-No Value	95970	USI S*****	250000390	5231743	10,000.00	
50000-64005100-65540000-00000-0000-000000	Health and Life Insurance Fund-Health & Wellness Clinic-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	9038	Xerox*****ons Southwest	240000727	IN5323575	5.00	
					IN5323578	5.00	
					IN5323581	5.00	
					IN5323583	5.00	
					IN5323584	5.00	
IN5323627	5.00						
60000-00000000-31120000-00000-0000-000000	Payroll Agency Fund-No Value-Deferred Compensation \- Nationwide-No Value-No Value-No Value	3382	Natio***** Solutions		10.18.24	7,586.61	
60000-00000000-31125000-00000-0000-000000	Payroll Agency Fund-No Value-Deferred Compensation \- Secur Benefit-No Value-No Value-No Value	6165	Secur***** Insurance Co		10.18.24	2,175.00	
60000-00000000-31128000-00000-0000-000000	Payroll Agency Fund-No Value-Deferred Compensation \- VALIC-No Value-No Value-No Value	10789	Varia***** Insurance Co Inc		10.18.24	4,257.50	
60000-00000000-31150000-00000-0000-000000	Payroll Agency Fund-No Value-County Property Tax Payable-No Value-No Value-No Value	21268	Brazo*****		10.18.24 ****9101	50.00	
					10.18.24 ****9100	50.00	
60000-00000000-31204100-00000-0000-000000	Payroll Agency Fund-No Value-Withholding \- Child Care-No Value-No Value-No Value	101367	McLem*****		DCA 10.18.2024 PM	208.33	
			102138	Fishe*****		DCA 10.18.2024 AF	208.33
			102528	Chest*****		DCA 10.18.2024 CC	150.00
60000-00000000-31244000-00000-0000-000000	Payroll Agency Fund-No Value-Withholding \- Levy\Bankruptcy-No Value-No Value-No Value	94674	Peake*****		10.18.24 *****	618.47	
60000-00000000-31600000-00000-0000-000000	Payroll Agency Fund-No Value-Withholding \- United Way-No Value-No Value-No Value	3395	Unite*****zos Valley		10.18.24	29.77	
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	03328	17.64	
					06547	17.64	
91000-53000100-61500000-00000-0000-000000	Health \- County Health District-Health Department \- Administration-Printing-No Value-No Value-No Value	1229	Alpha*****	250000560	67731	334.50	
					67741	75.00	
				250000561	67730	364.00	
91000-53000100-65540000-00000-0000-000000	Health \- County Health District-Health Department \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	9038	Xerox*****ons Southwest	240000727	IN5323575	65.00	
					IN5323578	45.00	
					IN5323581	45.00	
					IN5323583	45.00	

					IN5323584	45.00
					IN5323627	45.00
		97315	UBEO*****	250000889	2309580	309.80
91000-53000100-71025000-00000-0000-000000	Health \- County Health District-Health Department \- Administration-Contract Services-No Value-No Value-No Value	94324	Audio*****Inc	250000394	75111	35.00
91000-53001000-61280000-00000-0000-000000	Health \- County Health District-Environmental Services Administration-Dues-No Value-No Value-No Value	95956	Diner*****		582L193682059	111.00
91000-53001000-61500000-00000-0000-000000	Health \- County Health District-Environmental Services Administration-Printing-No Value-No Value-No Value	1229	Alpha*****	250000560	67741	45.00
91000-53001000-61750000-00000-0000-000000	Health \- County Health District-Environmental Services Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T*****	240000074	287310437018X10082024	1,969.90
91000-53001000-65950000-00000-0000-000000	Health \- County Health District-Environmental Services Administration-Vehicle Maintenance-No Value-No Value-No Value	11682	Napa*****	250000396	331824	81.18
91000-53003000-60170000-00000-0000-000000	Health \- County Health District-Lab Administration-Copier/Printer/Fax Supplies-No Value-No Value-No Value	9728	Wilto*****Ltd	250000793	371803	241.10
					371803.1	93.14
					371803.2	557.47
91000-531000-60600000-00000-0000-000000	Health \- County Health District-Immunization-Office Supplies-No Value-No Value-No Value	9728	Wilto*****Ltd	250000770	371788	103.78
					371788.1	13.44
					371788.2	35.44
91000-535000-61010000-00000-0000-000000	Health \- County Health District-Texas Healthy Communities-Advertising \- Legal Notices-No Value-No Value-No Value	102836	Comun*****	250000888	429-430	175.00
97000-551100-69302000-00000-0000-000000	CSCD \- Community Supervision-Basic Supervision-Conference & Seminar Fees\CSCD-No Value-No Value-No Value	92512	Sam H*****iversity		1202-12052024	300.00
97000-551100-69306000-00000-0000-000000	CSCD \- Community Supervision-Basic Supervision-Computer Contracts\CSCD-No Value-No Value-No Value	94170	Corre*****Solutions LP	240004859	56394	6,897.00
					56395	520.00
97000-551100-69308000-00000-0000-000000	CSCD \- Community Supervision-Basic Supervision-Professional Fees \- Other\CSCD-No Value-No Value-No Value	96636	Embas*****& Storage LLC	240004833	0039914	140.00
97000-551100-69400000-00000-0000-000000	CSCD \- Community Supervision-Basic Supervision-Office Supplies\CSCD-No Value-No Value-No Value	94806	Perry*****		CM-122726	(224.06)
				240004857	CM-122728	(224.06)
					IN-1556875	558.16
					IN-1556875 - C	224.06
97000-551100-69405000-00000-0000-000000	CSCD \- Community Supervision-Basic Supervision-CSCD \- Awards-No Value-No Value-No Value	7800	Award*****	250000579	52093	144.00
97000-551100-69601000-00000-0000-000000	CSCD \- Community Supervision-Basic Supervision-Telephone \- Cellular-No Value-No Value-No Value	11846	AT&T*****	240004835	287310416812X09082024	63.59
					287310416812X10082024	197.78

97000-551100-69705100-00000-0000-000000	CSCD \- Community Supervision-Basic Supervision-Equipment \- Non\ -FA-No Value- No Value-No Value	94806	Perry*****	240004857	IN-1558086	157.29
Grand Total						1,531,082.21



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: NUMBER:
DATE OF COURT MEETING: 10/29/2024
ITEM: Acknowledgement of the County Auditor's Monthly Report for August 2024.
TO: Commissioners Court
DATE: 10/22/2024
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

[August 2024 Monthly Reports.pdf](#)

Description

August 2024 Auditor Report

Type

Cover Memo



Brazos County, Texas
BALANCE SHEET (Unaudited)
Period Ended August 2024

	Total General Funds	Total Special Revenue Funds	Total Debt Service Funds	Total Capital Project Funds
ASSETS				
Cash and Cash Equivalents	\$ 187,523,240	\$ 59,107,546	\$ 14,483,566	\$ 58,945,194
Prepaid Expenditures	748,834	9,953	750	--
Accounts Receivable	5,499,730	88,262	402,544	--
Inventory	1,783,810	--	--	--
TOTAL ASSETS	\$ 195,555,614	\$ 59,205,761	\$ 14,886,860	\$ 58,945,194
LIABILITIES AND FUND BALANCE				
Liabilities				
Accounts Payable	8,016,403	22,420,007	--	225,149
Deferred Inflow of Resources	4,260,900	--	396,044	--
Total Liabilities	12,277,303	22,420,007	396,044	225,149
Fund Balance				
Reserved and Committed Fund Balance	37,348,252	735,382	--	--
Unreserved Fund Balance	111,871,829	30,956,142	3,985,943	72,308,409
Current Year Change in Fund Balance	34,058,230	5,094,230	10,504,873	(13,588,364)
Total Fund Balance	183,278,311	36,785,754	14,490,816	58,720,045
TOTAL LIABILITIES AND FUND BALANCE	\$ 195,555,614	\$ 59,205,761	\$ 14,886,860	\$ 58,945,194

Brazos County, Texas
General Long Term Debt Payable by Issue
August 31, 2024
(Unaudited)

Debt Issue	Interest Rates (%) And Dates	Final Issue Date	Debt Maturity Date	Debt Authorized And Issued	Debt Outstanding			Remaining Debt Service Requirements For Fiscal Year 2023-2024		
					Principal	Interest	Totals	Principal	Interest	Totals
Certificates of Obligation										
2012 Series, Issued For: Courthouse Renovation, Tax Office, Fleet Maintenance Building, Renovations of Brazos Center and Juvenile Detention Center	2.00 - 5.00 3/1 and 9/1	9/1/2012	9/1/2032	\$ 9,700,000	\$ 2,970,000	\$ 279,537	\$ 3,249,537	\$ -	\$ -	\$ -
2017 Series, Issued For: Remodel and Juvenile Expansion	2.00 - 4.00 3/1 and 9/1	11/1/2017	9/1/2037	11,650,000	8,955,000	2,091,975	11,046,975	505,000	147,975	652,975
2020 Series Issure For: County Jail Kitchen, Ag Extension Building, Justice of the Peace and Constable Pct 1 building, Land and/or Property for County Facilities including Facilities Services and Road and Bridge Dept., Equipment and vehicles for various County departments, Roof replacement and repair for County owned buildings, County wide road improvements and rehabilitation, and Payment of contractual obligations for professional services in connection with such projects	1.375 -4.00 3/1 and 9/1	10/6/2020	9/1/2040	24,020,000	22,135,000	4,468,741	26,603,741	1,000,000	290,572	1,290,572
2023 Series, Issued For: County Admin Building, County Courthouse, County BISD Building including parking lot, Brazos County Dispatch & Emergency Operations Center, Sheriff Department facilities including central receiving, and Payment of contractual obligations for professional services in connection with such projects	2.60 - 4.00 3/1 and 9/1	6/1/2023	9/1/2043	9,290,000	9,290,000	4,767,850	14,057,850	185,000.00	213,400	398,400
Limited Tax Refunding Bonds										
2017 Series, Issued For: Refund portions of the outstanding debt payable from ad valorem taxes	2.25 - 5.00 3/1 and 9/1	11/1/2017	9/1/2034	39,895,000	23,880,000	3,461,931	27,341,931	3,735,000	560,744	4,295,744
General Obligation Bond										
2023 Series, Issued For: Improvements to public roads, bridges, and highways within the County, including aquition of land and right-of-way, and Payment of contractual obligations for professional services in connection with such projects.	2.47 - 4.00 3/1 and 9/1	6/1/2023	9/1/2043	27,110,000	27,110,000	14,764,375	41,874,375	525,000.00	648,026	1,173,026
Notes from Direct Placements										
Certificates of Obligation, 2015 Series, Issued For: Courthouse Renovation & Exposition Center Expansion	1.92 3/1 and 9/1	10/13/2015	9/1/2025	9,100,000	2,160,000	41,664	2,201,664	1,070,000	20,736	1,090,736
Total Long Term Debt				<u>\$ 130,765,000</u>	<u>\$ 96,500,000</u>	<u>\$ 29,876,072</u>	<u>\$ 126,376,072</u>	<u>\$ 7,020,000</u>	<u>\$ 1,881,453</u>	<u>\$ 8,901,453</u>

Note:

- (1) All debt obligations of Brazos County are payable both as to principal and interest solely from and secured by ad valorem taxes levied against all taxable property within the County.
- (2) The County has the right to call the CO's at any time as long as they "make-whole" the holders of the CO's.



Brazos County, Texas
Year to Date Schedule of Fund Balances - Unaudited
For the Period Ended August 2024

	Total Fund Balance as of 10/1/2023	Year to Date Revenues/Transfers In	Year to Date Expenditures/Transfers Out	Estimated Total Ending Fund Balance August 2024
01000-General Fund	\$ 149,220,080.85	\$ 154,125,468.49	\$ 120,067,238.36	\$ 183,278,310.98
02000-County Health Endowment Fund	-	-	-	-
06000-Commissioners' Court - Non Capital	-	-	-	-
60000-Payroll Agency Fund	-	-	-	-
61000-Flex Benefit Cafeteria Fund	-	-	-	-
11000-Hotel Occupancy Tax Fund	5,557,473.86	3,591,604.88	2,846,122.51	6,302,956.23
12000-State Lateral Road Fund	221,519.16	40,811.87	-	262,331.03
13000-Unclaimed Property Fund	74,374.26	18,367.25	-	92,741.51
14000-Appellate Judicial System Fund	-	-	-	-
14010-Court Facility Fund	-	-	-	-
14020-Language Access Fund	-	-	-	-
15000-Law Library Fund	120,247.20	103,054.14	55,968.78	167,332.56
16000-Local Provider Participation Fund	20,373,202.05	41,613,709.87	37,148,674.71	24,838,237.21
17000-Alternative Dispute Resolution Fund	-	-	-	-
18000-Law Enforcement Education Fund	69,559.88	37,584.31	20,271.77	86,872.42
19000-Court Records Preservation Fund	665,769.57	30,358.53	-	696,128.10
20000-County Clerk Records Management Fund	1,283,794.53	340,505.55	329,104.70	1,295,195.38
20010-County Clerk Archival Fund	1,349,125.90	320,305.88	220,730.05	1,448,701.73
22000-Courthouse Security Fund	77,531.19	86,344.33	12,625.26	151,250.26
22010-Justice Court Security Fund	209,959.00	42,829.08	-	252,788.08
23000-District Clerk Records Management Fund	228,516.30	126,433.41	56,878.06	298,071.65
23010-District Clerk Archival Fund	1,209.12	310.71	-	1,519.83
24000-Justice of the Peace Technology Fund	192,498.45	36,606.03	162,239.98	66,864.50
24010-County and District Court Technology Fund	119,599.75	13,197.63	-	132,797.38
25000-Forfeiture Fund	36,078.26	1,917.77	235.00	37,761.03
26000-District Attorney Hot Check Collections Fund	4,991.90	302.52	-	5,294.42
27000-Bail Bond Board Fund	107,519.08	7,401.29	419.07	114,501.30
28000-Voter Registration Fund	-	-	-	-
29000-Vehicle Inventory Interest Fund	339,314.47	45,394.90	2,195.64	382,513.73
30000-Brazos County Grant Fund	157,650.80	3,400,019.77	4,465,824.63	(908,154.06)



Brazos County, Texas
Year to Date Schedule of Fund Balances - Unaudited
For the Period Ended August 2024

	Total Fund Balance as of 10/1/2023	Year to Date Revenues/Transfers In	Year to Date Expenditures/Transfers Out	Estimated Total Ending Fund Balance August 2024
31000-American Rescue Plan Act	0.00	1,325,104.37	1,140,631.63	184,472.74
32000-SB 22 2023 Rural Law Enforcement Salary Assistance Program	-	1,072,132.87	674,046.62	398,086.25
33000-Sheriff's Office Crime Fund	113,669.85	3,743.56	2,967.38	114,446.03
34000-District Attorney Crime Fund	253,840.95	21,444.57	47,809.92	227,475.60
35000-Primary Election Services Fund	65,418.35	17,221.84	16,645.42	65,994.77
58000-County Attorney Operating Fund	68,660.59	913.76	-	69,574.35
41000-General Obligation Debt Service Fund	3,985,943.35	13,468,896.15	2,964,023.53	14,490,815.97
43170-2017 Certificates of Obligation	-	-	-	-
43200-2020 Certificates of Obligation	8,214,098.00	378,531.07	2,924,310.39	5,668,318.68
43230-On System road Bond - TXDOT	20,018,174.06	991,579.01	4,044,586.97	16,965,166.10
43231-Off System Road Bond	10,232,680.90	466,747.66	3,713,631.91	6,985,796.65
43232-2023 Certificates of Obligation	10,047,229.59	509,832.58	98,458.83	10,458,603.34
45000-Capital Improvement Fund	23,796,226.57	(37,500.00)	5,116,566.22	18,642,160.35
Total All Funds	\$ 257,205,957.79	\$ 222,201,175.65	\$ 186,132,207.34	\$ 293,274,926.10



Brazos County, Texas
Schedule of General Fund Expenditures - Budget to Actual- Unaudited
For the Period Ended Aug-24

Department	YTD Budget		Total Budget	YTD Expenditures ¹	YTD Obligations	Budgeted Funds	Percentage Spent as of Aug-24
	Initial Budget	Amendments				Available as of Aug-24	
00000000-Transfers from General Fund	\$ 21,634,274.00	\$ 780,351.50	\$ 22,414,625.50	\$ (157,650.80)	\$ -	\$ 22,572,276.30	-0.70%
10000100-County Judge - Administration	2,048,858.00	18,364.80	2,067,222.80	1,476,952.23	2,430.59	587,839.98	71.56%
10002000-Veteran Services	154,689.00	927.79	155,616.79	126,641.28	948.01	28,027.50	81.99%
10003000-Pre-Trial Bond Supervision	210,064.00	-	210,064.00	170,218.70	-	39,845.30	81.03%
10500000-Budget Office - Administration	271,726.00	69,661.92	341,387.92	196,015.44	107.88	145,264.60	57.45%
11000006-Commissioners' Court - Non Capital	-	55,889.12	55,889.12	-	-	55,889.12	0.00%
11000100-Commissioners Court - Administration	4,825,303.00	-	4,825,303.00	4,265,805.25	2,786.86	556,710.89	88.46%
11000500-Non-Departmental	4,174,974.00	-	4,174,974.00	2,705,575.13	226,131.11	1,243,267.76	70.22%
11001000-Boonville Cemetery	21,600.00	-	21,600.00	7,252.00	-	14,348.00	33.57%
11001500-Contingency	6,000,000.00	(2,390,551.05)	3,609,448.95	-	-	3,609,448.95	0.00%
11002000-Community Support	4,119,902.00	378,835.83	4,498,737.83	4,290,303.73	201,314.36	7,119.74	99.84%
11003000-County Fire Protection	1,116,000.00	-	1,116,000.00	600,760.00	365,240.00	150,000.00	86.56%
11004000-County Welfare	5,000.00	-	5,000.00	1,500.00	-	3,500.00	30.00%
11010000-Court Support - Criminal	5,305,750.00	40,408.00	5,346,158.00	3,902,464.72	40,459.37	1,403,233.91	73.75%
11020000-Court Support - Civil	1,414,188.00	294,000.00	1,708,188.00	1,292,853.18	-	415,334.82	75.69%
11022720-Court Support - Child Protective Svc - 272nd	200,000.00	-	200,000.00	141,162.82	-	58,837.18	70.58%
11023610-Court Support - Child Protective Svc - 361st	150,000.00	-	150,000.00	107,161.52	-	42,838.48	71.44%
11024720-Court Support Child Protective Svc - 472nd	-	65,000.00	65,000.00	47,974.55	-	17,025.45	73.81%
11028500-Court Support - Child Protective Svc - 85th	150,000.00	-	150,000.00	114,255.53	-	35,744.47	76.17%
11030000-Court Support - Mental Health	10,000.00	-	10,000.00	750.00	-	9,250.00	7.50%
11040000-Court Support - Child Support Enforcement	5,000.00	10,000.00	15,000.00	10,291.10	-	4,708.90	68.61%
11050000-Court Support - Guardianship	200,000.00	67,000.00	267,000.00	193,284.30	20,004.00	53,711.70	79.88%
11060000-Court Support - Probate	2,000.00	-	2,000.00	-	-	2,000.00	0.00%
11070000-Alternative Dispute Resolution	50,000.00	-	50,000.00	50,000.00	-	-	100.00%
11100000-Fleet Shop - Light Equipment - Administration	949,144.00	3,819.28	952,963.28	805,876.85	27,654.25	119,432.18	87.47%
11200200-Collections - Administration	556,915.00	1,855.58	558,770.58	484,379.76	495.84	73,894.98	86.78%
11210020-Elections Administrator	1,294,868.00	64,667.79	1,359,535.79	1,153,973.91	4,215.90	201,345.98	85.19%
11210026-Elections Administrator - Non Capital	-	84,036.25	84,036.25	-	84,036.25	-	100.00%
116002-American Rescue Plan Revenue Replacement - General Government	1,837,004.00	(478,903.00)	1,358,101.00	15,414.13	-	1,342,686.87	1.13%
12000100-County Treasurer - Administration	804,724.00	4,638.95	809,362.95	587,144.65	1,178.27	221,040.03	72.69%
12500006-Risk Management - Non Capital	-	4,535.00	4,535.00	4,099.09	-	435.91	90.39%
12500100-Risk Management - Administration	501,998.00	40,200.00	542,198.00	404,247.28	23,728.95	114,221.77	78.93%
13000100-Tax Assessor - Collector - Administration	3,077,383.00	16,913.61	3,094,296.61	2,384,458.71	11,335.94	698,501.96	77.43%
13005000-Voter Registration	24,502.00	-	24,502.00	14,705.16	250.00	9,546.84	61.04%
14000006-Information Technology - Non Capital	5,031,617.00	(1,744,229.78)	3,287,387.22	3,512,394.81	237,888.12	(462,895.71)	114.08%
14000100-Information Technology - Administration	4,329,694.00	32,197.40	4,361,891.40	3,314,047.30	8,131.19	1,039,712.91	76.16%
15000006-Human Resources - Non Capital	75,000.00	-	75,000.00	-	-	75,000.00	0.00%
15000100-Human Resources - Administration	1,134,972.00	10,738.60	1,145,710.60	747,598.26	20,589.39	377,522.95	67.05%
16000006-County Auditor - Non Capital	593,697.00	4,958.00	598,655.00	375,783.38	(37,966.00)	260,837.62	56.43%
16000100-County Auditor - Administration	1,812,010.00	(61,240.68)	1,750,769.32	1,391,375.75	4,053.67	355,339.90	79.70%
16500006-Purchasing Administration - Non Capital	731,000.00	(46,857.00)	684,143.00	223,188.75	460,925.25	29.00	100.00%



Brazos County, Texas
Schedule of General Fund Expenditures - Budget to Actual- Unaudited
For the Period Ended Aug-24

Department	YTD Budget		Total Budget	YTD Expenditures ¹	YTD Obligations	Budgeted Funds Available as of Aug-24	Percentage Spent as of Aug-24
	Initial Budget	Amendments					
16500100-Purchasing - Administration	917,374.00	-	917,374.00	664,047.94	6,124.85	247,201.21	73.05%
17000006-Facility Services - Non Capital	932,270.00	485,006.00	1,417,276.00	250,051.23	1,014,231.70	152,993.07	89.21%
17000100-Facilities Services - Administration	4,090,290.00	119,391.37	4,209,681.37	3,522,903.16	126,555.57	560,222.64	86.69%
17000200-Landscaping	723,122.00	2,142.00	725,264.00	521,360.00	37,142.20	166,761.80	77.01%
18000100-County Attorney - Administration	3,770,701.00	11,545.52	3,782,246.52	3,023,041.36	5,225.69	753,979.47	80.07%
19000006-District Attorney - Non Capital	-	-	-	-	-	-	N/A
19000100-District Attorney - Administration	6,037,022.00	19,110.18	6,056,132.18	4,907,118.56	40,344.22	1,108,669.40	81.69%
19010000-District Attorney - Child Protective Services	427,364.00	-	427,364.00	345,250.72	-	82,113.28	80.79%
20000100-District Clerk - Administration	1,507,475.00	8,107.45	1,515,582.45	1,185,027.95	2,430.13	328,124.37	78.35%
20010000-District Clerk - Jury Services	366,993.00	247,461.98	614,454.98	419,105.18	174.25	195,175.55	68.24%
21000100-County Clerk - Administration	1,441,426.00	2,783.37	1,444,209.37	1,203,565.81	42,959.85	197,683.71	86.31%
21010000-Vital Statistics/Preservation	16,700.00	-	16,700.00	708.64	-	15,991.36	4.24%
22000100-85th District Court - Administration	545,285.00	4,085.49	549,370.49	464,444.51	853.41	84,072.57	84.70%
22100100-272nd District Court - Administration	528,630.00	9,440.08	538,070.08	463,489.46	296.68	74,283.94	86.19%
22200006-361st District Court - Non Capital	-	4,958.00	4,958.00	4,481.53	-	476.47	90.39%
22200100-361st District Court - Administration	539,867.00	927.79	540,794.79	445,368.68	10,746.45	84,679.66	84.34%
22300100-472nd District Court - Administration	107,838.00	341,246.14	449,084.14	372,228.64	5.00	76,850.50	82.89%
22500100-Felony Associate Judge/Juvenile Court Referee	235,853.00	3,355.58	239,208.58	208,799.10	-	30,409.48	87.29%
22600100-Misdemeanor Associate Court - Administration	533,241.00	11,348.11	544,589.11	454,120.98	1,449.05	89,019.08	83.65%
22700100-County Specialty Court Program	269,387.00	-	269,387.00	224,519.89	2,088.77	42,778.34	84.12%
22800100-Family Associate Court - Administration	659,652.00	324.99	659,976.99	557,117.97	627.97	102,231.05	84.51%
23000100-County Court at Law #1 - Administration	912,106.00	2,854.50	914,960.50	790,369.30	2,126.46	122,464.74	86.62%
23000200-County Court at Law #1 - Judicial Support	11,090.00	(1,000.00)	10,090.00	2,845.65	-	7,244.35	28.20%
23000300-County Court at Law #1 - Staff Support	6,400.00	1,000.00	7,400.00	5,081.05	-	2,318.95	68.66%
23100006-County Court at Law #2 - Non Capital	-	4,958.00	4,958.00	4,481.53	-	476.47	90.39%
23100100-County Court at Law #2 - Administration	938,576.00	3,711.16	942,287.16	720,622.20	183.80	221,481.16	76.50%
24100006-Justice of Peace - Precinct 1 - Non Capital	-	4,958.00	4,958.00	4,481.53	-	476.47	90.39%
24101100-Justice of Peace - Precinct 1 - Administration	492,837.00	3,500.00	496,337.00	393,720.39	1,952.21	100,664.40	79.72%
24200006-Justice of Peace - Precinct 2 - Non Capital	-	4,958.00	4,958.00	4,481.53	-	476.47	90.39%
24201100-Justice of Peace - Precinct 2 - Administration	456,889.00	-	456,889.00	372,638.87	92.65	84,157.48	81.58%
24300006-Justice of Peace - Precinct 3 - Non Capital	-	4,958.00	4,958.00	4,481.53	-	476.47	90.39%
24301100-Justice of Peace - Precinct 3 - Administration	621,815.00	-	621,815.00	503,404.37	2,216.47	116,194.16	81.31%
24401100-Justice of Peace - Precinct 4 - Administration	378,328.00	-	378,328.00	307,351.78	250.00	70,726.22	81.31%
26001000-Community Supervision - Support	118,359.00	10,904.87	129,263.87	72,500.34	15,699.11	41,064.42	68.23%
26002000-Health Department - Support	78,775.00	-	78,775.00	57,505.25	8,719.72	12,550.03	84.07%
26002006-Health Department - Support - Non Capital	-	33,502.30	33,502.30	33,502.30	-	0.00	100.00%
27000100-Public Defender's Office - Administration	17,058.00	-	17,058.00	-	-	17,058.00	0.00%
28000006-Sheriff Office - Non Capital	96,970.00	28,758.90	125,728.90	30,388.34	-	95,340.56	24.17%
28000100-Sheriff Office - Administration	9,790,090.00	187,112.23	9,977,202.23	8,777,739.79	34,606.21	1,164,856.23	88.32%
28002000-Sheriff Office - Jail Administration	17,863,885.00	490,878.22	18,354,763.22	15,727,981.57	275,629.03	2,351,152.62	87.19%
28002006-Sheriff Office - Jail - Non Capital	1,156,608.00	29,020.65	1,185,628.65	193,416.50	42,961.60	949,250.55	19.94%



Brazos County, Texas
Schedule of General Fund Expenditures - Budget to Actual- Unaudited
For the Period Ended Aug-24

Department	YTD Budget		Total Budget	YTD Expenditures ¹	YTD Obligations	Budgeted Funds		Percentage Spent as of Aug-24
	Initial Budget	Amendments				Available as of Aug-24	Spent as of Aug-24	
28003000-Jail Medical Services	1,375,656.00	74,225.00	1,449,881.00	1,240,345.09	2,693.90	206,842.01	85.73%	
28004000-Sheriff Office - CSISD School Security	1,348,012.00	-	1,348,012.00	1,042,407.92	(43.79)	305,647.87	77.33%	
30101100-Constable Precinct 1 - Administration	763,750.00	5,000.00	768,750.00	662,346.44	2,905.44	103,498.12	86.54%	
30201100-Constable Precinct 2 - Administration	1,120,267.00	6,776.37	1,127,043.37	928,675.03	665.20	197,703.14	82.46%	
30301100-Constable Precinct 3 - Administration	748,394.00	5,990.84	754,384.84	653,568.13	2,275.09	98,541.62	86.94%	
30401100-Constable Precinct 4 - Administration	1,105,011.00	22,537.66	1,127,548.66	940,159.39	1,055.01	186,334.26	83.47%	
31000006-Juvenile Services - Non Capital	-	2,393.60	2,393.60	1,708.47	-	685.13	71.38%	
31000100-Juvenile Services - Administration Probation	1,044,309.00	1,711.00	1,046,020.00	797,917.65	198.06	247,904.29	76.30%	
31000110-Juvenile Services - Administration Court	689,808.00	15,624.76	705,432.76	613,277.99	-	92,154.77	86.94%	
31000130-Juvenile Services - Administration Community Based	954,672.00	-	954,672.00	851,292.08	-	103,379.92	89.17%	
31000140-Juvenile Services - Administration Community Based Mental Health	493,106.00	-	493,106.00	348,949.88	-	144,156.12	70.77%	
31000200 - Juvenile Services Detention	-	-	-	-	-	-	N/A	
31000220-Juvenile Services - Detention	4,208,681.00	(9,950.82)	4,198,730.18	3,301,692.59	16,389.74	880,647.85	79.03%	
31000330-Academy - Community Based	520,101.00	2,461.98	522,562.98	452,198.85	-	70,364.13	86.53%	
31040000-JJAEP	-	-	-	-	-	-	N/A	
31040030-JJAEP - Community Based	333,278.00	10,000.00	343,278.00	312,731.53	-	30,546.47	91.10%	
31900000-Juvenile Services - Commodities	3,500.00	13,131.73	16,631.73	16,333.72	-	298.01	98.21%	
34000100-Indigent Health Care - Administration	8,795,600.00	-	8,795,600.00	1,257,739.55	-	7,537,860.45	14.30%	
340520-American Rescue Plan Revenue Replacement - R U OK Program	30,956.00	-	30,956.00	23,837.70	139.70	6,978.60	77.46%	
35500006-Emergency Management - Non Capital	-	11,924.05	11,924.05	11,924.05	-	-	100.00%	
35500100-Emergency Management - Administration	548,962.00	2,461.98	551,423.98	442,549.71	11,374.70	97,499.57	82.32%	
36000006-Exposition Center - Non Capital	-	77,577.00	77,577.00	75,368.97	(0.00)	2,208.03	97.15%	
36000100-Exposition Center - Administration	3,041,234.00	3,166.77	3,044,400.77	1,863,674.58	80,369.86	1,100,356.33	63.86%	
36100100-Fair Administration	429,382.00	-	429,382.00	246,425.66	-	182,956.34	57.39%	
36500006-Brazos Center - Non Capital	15,000.00	7,967.49	22,967.49	15,907.49	-	7,060.00	69.26%	
36500100-Brazos Center - Administration	902,166.00	1,230.99	903,396.99	704,073.84	33,932.98	165,390.17	81.69%	
37000100-County Agriculture Extension - Administration	630,149.00	7,752.00	637,901.00	448,031.93	2,363.52	187,505.55	70.61%	
38000100-Child Protective Services - Administration	50,000.00	-	50,000.00	35,226.62	3,183.76	11,589.62	76.82%	
39000100-Family Protection Service - Administration	80,900.00	-	80,900.00	80,900.00	-	-	100.00%	
50000100-County Records Management - Administration	487,249.00	-	487,249.00	362,878.31	2,996.79	121,373.90	75.09%	
50000106-County Records Management - Non Capital	-	4,958.00	4,958.00	4,481.53	-	476.47	90.39%	
54001410-Court Facility - Administration	92,000.00	-	92,000.00	91,146.21	-	853.79	99.07%	
56000006-Road & Bridge - Non Capital	-	60,618.62	60,618.62	15,202.03	45,416.59	-	100.00%	
56001000-Road & Bridge - Administration	35,670,487.00	(51,544.91)	35,618,942.09	18,914,519.88	4,603,206.46	12,101,215.75	66.03%	
56002000-Fleet Shop - Heavy Equipment	945,058.00	5,620.00	950,678.00	814,664.10	11,918.38	124,095.52	86.95%	
56005000-Environmental Protection	356,557.00	(941.72)	355,615.28	284,281.00	68,618.82	2,715.46	99.24%	
	\$ 198,198,377.00	\$ (310,780.82)	\$ 197,887,596.18	\$ 120,062,441.52	\$ 8,271,292.46	\$ 69,553,862.20	64.85%	

1. Year to Date Expenditures will vary from Expenditures on Schedule of Fund Balance Report for the General Fund due to timing variances between the Budgeting System and the General Ledger.



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Budget Office

NUMBER:

DATE OF COURT MEETING: 10/29/2024

ITEM: Acknowledgement of the 2024-2025 Budget to Actuals by Fund as of October 23, 2024.
Acknowledgement of the 2024-2025 Contingency Budget to Actuals by Fund as of October 23, 2024.

TO: Commissioners Court

FROM: Nina Payne

DATE: 10/23/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

Description

Type

[Budget to Actuals FY 2025.pdf](#)

FY 2024-2025 Budget to Actuals by Fund as of 10/23/2024

Backup Material

[FY 25 Contingency Budget to Actuals Fund.pdf](#)

FY 2024-2025 Contingency Budget to Actuals by Fund as of 10/23/2024

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	131,167,122	139,852,629	51,803	0%
Charges for Services	14,373,002	13,856,059	13,624,275	11,973	0%
Interest Income	8,311,341	13,119,771	10,275,000	(466,401)	(5)
Other Revenue	1,265,902	2,817,282	1,086,700	3,926	0%
Reserves	-	0	101,741,160	-	-
Intergovernmental	8,218,468	828,043	857,002	246,375	29%
Other Financing Sources	215,777	181,452	210,000	-	-
Total Revenue	\$151,992,753	\$161,969,729	\$267,646,766	(152,323)	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	56,996,794	65,886,023	1,952,044	3%
Outside Labor Costs	104,348	177,763	163,000	-	-
Benefits	27,183,091	31,575,535	37,844,757	2,903,196	8%
Supplies and Other Charges	9,058,121	9,306,594	12,861,535	1,066,120	8%
Contingency	-	-	7,173,793	-	-
Repairs and Maintenance	4,532,190	9,660,483	21,788,638	74,224	0%
Contractual Services	9,372,616	8,017,010	10,745,147	403,853	4%
Professional Services	6,379,393	6,298,358	14,152,695	39,910	0%
Community Contracts	4,716,979	5,616,842	7,570,308	602,599	8%
Capital Outlay	7,260,102	9,629,795	12,168,102	(172,985)	(1)
Other Financing Uses	20,917,731	(157,651)	77,292,768	-	-
Total Expense	\$139,010,628	\$137,121,522	\$267,646,766	\$6,868,961	3%

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	3,883,494	3,780,000	-
Interest Income	119,177	318,887	250,000	-
Other Revenue	1,500	2,750	-	-
Reserves	-	-	2,340,838	-
Other Financing Sources	246,080	-	-	-
Total Revenue	\$4,056,579	\$4,205,131	\$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	75,019	170,364	2,588	2%
Benefits	41,481	36,337	76,620	2,057	3%
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	\$2,896,198	\$6,370,838	\$62,978	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	13,763	11,000	-	-
Reserves	-	-	244,000	-	-
Intergovernmental	30,347	29,508	29,000	29,502	102%
Total Revenue	\$35,403	\$43,271	\$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	23,062	15,000	-
Reserves	-	-	94,000	-
Total Revenue	\$9,140	\$23,062	\$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	8,101	5,000	-
Reserves	-	-	167,500	-
Total Revenue	\$166,057	\$113,175	\$267,500	-

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date	Percent Spent
Supplies and Other Charges	62,593	65,385	267,500	537	0%
Total Expense	\$62,593	\$65,385	\$267,500	\$537	0%

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	1,392,213	1,000,000	-	-
Other Revenue	397,231	487,494	480,000	318,276	66%
Reserves	-	-	23,000,000	-	-
Total Revenue	\$32,559,083	\$41,888,401	\$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	36,545	30,000	-
Reserves	-	-	699,000	-
Total Revenue	\$15,815	\$36,955	\$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	69,629	60,000	-
Reserves	-	-	1,268,000	-
Total Revenue	\$395,347	\$374,888	\$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	124,374	134,033	4,337	3%
Benefits	56,889	62,648	84,743	3,881	5%
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	\$355,401	\$1,628,000	\$8,554	1%

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	74,394	66,000	-
Reserves	-	-	1,440,000	-
Total Revenue	\$321,336	\$355,249	\$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	89,005	90,800	400
Interest Income	5,325	6,601	-	-
Reserves	-	-	161,000	-
Other Financing Sources	294,951	-	-	-
Total Revenue	\$415,322	\$95,606	\$251,800	\$400

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date	Percent Spent
Salaries and Wages	375,202	-	-	-	-
Benefits	155,455	0	-	-	-
Supplies and Other Charges	4,033	2,936	2,510	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	\$14,895	\$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	12,673	11,000	-
Reserves	-	-	256,000	-
Total Revenue	\$37,947	\$48,492	\$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	126,480	120,000	-
Interest Income	5,326	14,174	12,000	-
Reserves	-	-	297,000	-
Total Revenue	\$89,788	\$140,653	\$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	60,195	77,300	2,111	3%
Benefits	1,553	4,718	19,304	523	3%
Contractual Services	149,231	-	312,396	-	-
Professional Services	-	-	20,000	-	-
Total Expense	\$170,763	\$64,914	\$429,000	\$2,634	1%

**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	75	65	-
Reserves	-	-	1,500	-
Total Revenue	\$726	\$395	\$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	10,515	10,000	-
Reserves	-	-	82,000	-
Total Revenue	\$32,534	\$40,584	\$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	13,388	17,800	-
Contingency	-	-	97,200	-
Contractual Services	889	-	6,200	-
Capital Outlay	-	148,938	-	-
Total Expense	\$11,055	\$162,326	\$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	8,304	8,400	-
Interest Income	2,647	6,831	6,000	-
Reserves	-	-	134,000	-
Total Revenue	\$12,706	\$15,135	\$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	1,965	-	-
Reserves	-	-	37,827	-
Total Revenue	\$6,247	\$2,269	\$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	277	100	-	-
Other Revenue	150	75	150	75	50%
Reserves	-	-	5,300	-	-
Total Revenue	\$263	\$352	\$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	5,975	5,000	-
Other Revenue	2,500	2,500	2,500	-
Reserves	-	-	114,000	-
Total Revenue	\$4,928	\$8,475	\$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	53,643	48,000	-
Reserves	-	-	378,266	-
Total Revenue	\$32,009	\$56,108	\$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	3,885,175	4,261,239	1,767,523	41%
Other Financing Sources	336,489	(157,651)	1,148,482	-	-
Total Revenue	\$2,940,325	\$3,787,525	\$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	2,793,002	3,394,634	90,660	3%
Benefits	813,685	1,210,967	1,461,116	61,739	4%
Supplies and Other Charges	106,792	176,132	115,324	3,636	3%
Contingency	-	-	303,192	-	-
Repairs and Maintenance	5,186	3,517	4,900	-	-
Contractual Services	116,713	406,875	110,055	13,130	12%
Professional Services	-	2,500	2,500	-	-
Capital Outlay	158,206	375,021	18,000	-	-
Total Expense	\$2,949,047	\$4,968,014	\$5,409,721	\$169,165	3%

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	813,154	1,668,000	-
Capital Outlay	63,356	953,277	35,000,000	-
Total Expense	\$7,495,180	\$1,761,251	\$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	-	24,592	-	-	-
Intergovernmental	-	1,050,000	1,050,000	1,050,000	100%
Total Revenue	-	\$1,074,592	\$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	Percent Spent
Salaries and Wages	-	446,978	439,118	14,758	3%
Benefits	-	110,487	110,880	3,638	3%
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	-	\$1,049,224	\$1,050,000	\$18,396	2%

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	4,597	4,300	-
Other Revenue	8,000	60	-	-
Reserves	-	-	116,311	-
Total Revenue	\$9,599	\$4,657	\$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	12,302	11,000	-
Reserves	-	-	215,900	-
Total Revenue	\$38,427	\$23,544	\$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	27,105	84,512	1,563	2%
Benefits	9,588	10,539	39,520	669	2%
Supplies and Other Charges	11,007	18,986	20,649	1,357	7%
Contingency	-	-	82,219	-	-
Contractual Services	360	360	20,000	-	-
Total Expense	\$41,339	\$56,990	\$246,900	\$3,589	1%

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	3,591	2,500	-
Reserves	-	-	64,000	-
Total Revenue	\$72,167	\$17,679	\$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	7,163	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	\$26,949	\$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	27,592	0	-
Reserves	-	-	104,000	-
Total Revenue	\$407,384	\$32,926	\$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	5,887
Interest Income	345,490	541,787	450,000	-
Reserves	-	-	2,500,000	-
Other Financing Sources	-	1,250,000	1,250,000	-
Total Revenue	\$10,144,527	\$13,564,320	\$14,807,305	\$5,887

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	411,956	482,000	-
Other Revenue	2,929	-	-	-
Reserves	-	-	5,600,000	-
Total Revenue	\$518,544	\$411,956	\$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	1,070,010	1,040,000	-
Reserves	-	-	16,298,000	-
Other Financing Sources	20,009,102	-	-	-
Total Revenue	\$20,221,390	\$1,070,010	\$17,338,000	-

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date
Contractual Services	-	5,741,125	17,338,000	-
Debt Service	203,216	-	-	-
Total Expense	\$203,216	\$5,741,125	\$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	500,363	263,000	-
Reserves	-	-	5,788,000	-
Other Financing Sources	10,307,719	-	-	-
Total Revenue	\$10,417,211	\$500,363	\$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	561,066	540,000	-
Reserves	-	-	10,420,000	-
Other Financing Sources	10,165,860	-	50,040,000	-
Total Revenue	\$10,272,156	\$561,066	\$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	5,520,150	26,465,286	130,157	0%
Total Expense	\$5,391,415	\$5,520,150	\$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	27,347,734	23,136,458	1,791,150	8%
Reserves	-	-	10,500,000	-	-
Total Revenue	\$23,006,476	\$27,347,734	\$33,636,458	\$1,791,150	5%

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date	Percent Spent
Salaries and Wages	227,069	221,846	613,622	13,686	2%
Benefits	133,569	106,496	255,837	8,217	3%
Supplies and Other Charges	53,669	58,937	124,895	1,084	1%
Contingency	-	-	5,524,827	-	-
Repairs and Maintenance	75	35	125	-	-
Contractual Services	21,346,651	23,805,807	26,691,952	337,232	1%
Professional Services	379,176	372,198	425,200	10,000	2%
Total Expense	\$22,140,208	\$24,565,319	\$33,636,458	\$370,220	1%

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	497	500	-
Other Revenue	-	30,000	10,000	-
Reserves	-	-	37,436	-
Total Revenue	\$494	\$30,497	\$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	(1,000.00)	2,152.00
District Attorney - Child Protective Services Contingency - 19010000 *	1,900.00	-	1,900.00
Vital Statistics/Preservation - 21010000 *	5,000.00	-	5,000.00
County Specialty Court Program Contingency - 22700100 *	20,000.00	-	20,000.00
Court Facility - Administration - 54001410 *	40,000.00	-	40,000.00
Total General Fund Contingency	7,173,793.00	(140,000.00)	7,033,793.00

* 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



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 10/29/2024

ITEM: Acknowledgement of monthly reports submitted in October 2024.

TO: Commissioners Court

DATE: 01/30/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

Description

Type

2024-10-24 Monthly Reports submitted for the Month of October.pdf	Monthly Reports submitted for the Month of October	Backup Material
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BRAZOS COUNTY
MONTHLY REPORT RECAPITULATION
CONSTABLE DONALD LAMPO - PRECINCT 2
FOR THE MONTH OF September **,** 2024

RECEIPTS:

Fees Received	\$ 450.00
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Execution Judgements:	
Constable fees / Expenses	450.00
Constable Commissions	
Due to Attorneys	
Other	\$ 450.00

Other	\$
-------	----

Beginning Balance	
Cash On Hand	\$

GRAND TOTAL OF RECEIPTS	\$ 450.00
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DISBURSEMENTS:


Remitted to Treasurer	
Constable Fees	450.00
Executions / Judgements	
Other	\$ 450.00

Ending Balance	
Cash on Hand	\$

GRAND TOTAL DISBURSEMENTS	\$ 450.00
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Papers Served:	# of
Type	papers received.
125 total civil	2 repair/remedy
18 AG, 1 tax suit	4 summons
37 Citations	1 writ execution
59 Evictions	6 writ possess.

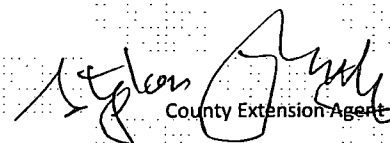
Prepared By: SWendt SW

Approved BY: 
 Constable Donald Lampo - Precinct 2

Texas A&M AgriLife Extension Service
The Texas A&M University System
MONTHLY SCHEDULE OF TRAVEL AND COMMISSIONERS COURT REPORT

Name: ROBERT STEPHEN BRUEGGERHOFF		Title: CEA - Horticulture
County: BRAZOS		Month: SEPTEMBER 2024
DATE	MAJOR ACTIVITIES SINCE LAST REPORT	MILES
9.2.2024	Holiday	
9.3.2024	Construct annual Executive Summary; sick leave (doctor appointment)	
9.4.2024	BCMG Call Center; Pizza Ranch Committee meeting	
9.5.2024	BCMG Ed Committee meeting; BCMG Tree Event planning meeting; KAMU radio 'Garden Success' (215 Lamar St, CS)	10.3
9.6.2024	Floral Fridays broadcast; site visit Chappell Hill Lavender Farm (2250 Dillard Rd, Brenham); site visit herb garden, (Round Top Festival Institute, 248 Jaster Rd, Round Top)	133
9.9.2024	Office conference	
9.10.2024	BCMG 5-year planning meeting; BCMG Board meeting	
9.11.2024	District 9 TX County Agricultural Agents Association meeting - Best Western Plus Waller Hotel (19720 Stokes Rd, Waller); United Salt Corporation (14002 Warren Ranch Rd; Hockley); Waller Rice Drier (2703 Washington St, Waller)	77
9.12.2024	District 9 TX County Agricultural Agents Association meeting - Best Western Plus Waller Hotel (19720 Stokes Rd, Waller); KAMU radio 'Garden Success' (215 Lamar St, CS)	60.3
9.13.2024	Floral Fridays broadcast; writing gardening article for B/CS The Eagle	
9.14.2024	BCMG Demonstration Idea Garden volunteer workday	
9.17.2024	Present Cmmsr. Conderla with Certificate (300 E 26th St, Bryan), Office conference; Gardening presentation - TX A&M Transportation Institute (1111 RELIS Pkwy, Bryan); Brazos Valley Conservation Advisory Group meeting (virtual)	26.1
9.18.2024	BCMG Call Center; AgriLife D-9 Staff Update (virtual); TX Urban Forestry Council meeting (virtual)	
9.19.2024	BCMG Rainwater Harvesting planning meeting; Pizza Ranch Committee meeting; BCMG Gardening with the Master program; KAMU radio 'Garden Success' (215 Lamar St, CS)	10.3
9.20.2024	Giddings Garden Center 2025 planning meeting; Floral Fridays broadcast	
9.21.2024	BCMG Learning at the Library program (Bryan)	
9.23.2024	Office conference; TAMU student interview	
9.24.2024	AgriLife Office and professional appraisal; BCMG Members meeting	
9.25.2024	Site visit (3198 Golden Trail, College Station); 2025 Texas 4-H Roundup Training (virtual)	10
9.26.2024	Pizza Ranch committee meeting	
9.27.2024	Submit garden article to B/CS The Eagle; Floral Fridays broadcast; BCMG Demonstration Idea Garden volunteer workday; site visit (19851 Farm to Market Rd 2154, College Station); support Brazos County ANR 5-CEU event	35
9.28.2024	BCMG Rainwater Harvesting workshop (2617 W State Hwy 21, Bryan)	14.4
9.30.2024	BCMG annual programs marketing meeting	
TOTAL		376.4

10/7/2024
Date

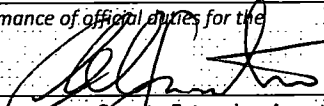

County Extension Agent

Texas A&M AgriLife Extension Service
The Texas A&M University System
MONTHLY SCHEDULE OF TRAVEL AND COMMISSIONERS COURT REPORT

Name: Chadd Caperton		Title: CEA AG/NR		
County: Brazos		Month: Sep-24		
DATE	MAJOR ACTIVITIES SINCE LAST REPORT	MILES	MEALS	LODGING
9/3/2024	Commissioners' Court	10.9		
9/4/2024	Pizza Ranch planning mtg./ KBTX Noon show	7		
9/5/2024	Office management	0		
9/6/2024	Office management	0		
9/9/2024	Office conference/ Site Visit	19.3		
9/10/2024	Commissioner's court/ office management	10.6		
9/11/2024	TCAAA Prof. Development training	131		
9/12/2024	TCAAA Prof. Development training	55.6		
9/13/2024	Office management/ Burlison County for BAHPA Drawing	57.4		
9/16/2024	BAHPA visit to Thomas Ranch/ BVF Livestock Chair mtg.	110.8		
9/17/2024	Commissioners' Court for Konderla Certificate presentation	10.6		
9/18/2024	Staff Update/ Office Management	0		
9/19/2024	Career Fair for AGLS at A&M MSC	10.3		
9/20/2024	4-H mtg with Matthew Pfeifer	0		
9/23/2024	Teams mtg with 4-H Admin	0		
9/24/2024	Annual Performance Appraisal	0		
9/25/2024	Annual Leave/ Judge Burlison County Comm. heifer interviews	0		
9/26/2024	Office Management/ Staff Performance Review	0		
9/27/2024	Brazos 5 Hour CEU Program	0		
9/30/2024	Annual Leave	0		
GRAND TOTAL OF MILES, MEALS AND LODGING		423.5	0	0

I hereby certify this is a true and correct report of activities, travel and other expenses incurred by me in performance of official duties for the month shown.

10/2/24
Date


County Extension Agent


**Texas A&M AgriLife Extension Service
The Texas A&M University System**

MONTHLY SCHEDULE OF TRAVEL AND COMMISSIONERS COURT REPORT

Name:	Matt Pfeifer	Title:	CEA- 4-H
County:	Brazos	Month:	Sept. 24
DATE	MAJOR ACTIVITIES SINCE LAST REPORT	MILES	MEALS
9/2/2024	Labor Day Holiday		
9/3/2024	Vacation		
9/4/2024	Pizza Ranch committee meeting @ 9:30		
9/5/2024	Work on annual reports; Attend Steel Dust Riders meeting @ 6:00		
9/6/2024	Work on annual reports		
9/7/2024	D-9 Fall Meeting (811 a S. May St., Madisonville)	79	
9/9/2024	Work on annual reports; Office conference @ 10:00		
9/10/2024	Southern Classic Committee Meeting @ 10:00; Work on annual reports		
9/11/2024	PR/ SC planning; Personal appointment @ 3:30		
9/12/2024	Office mgmt.; BCYLS meeting @ 6:00		
9/13/2024	Office mgmt.		
9/16/2024	BV Fair meeting @ 2:00; vet science @ 6:00, robotics @ 7:00		
9/17/2024	Office conference @ 2:00; County Council officer meeting @ 6:00		
9/18/2024	Site/ project visit @ 8:00, D-9 staff update @ 10:00; Re-tag heifer @ 3:00		
9/19/2024	Pizza Ranch committee meeting @ 11:00; Pizza Ranch planning		
9/20/2024	Project visits (15598 Macey Rd., Bryan)	50	
9/22/2024	Commercial Steer/ County only steer validation (6097 E. St. Hwy 21, Bryan)	14	
9/23/2024	Office conference @ 10:00; Volunteer meeting @ 11:00; livestock 101 training		
9/24/2024	Performance review; livestock 101 training (10389 Mumford Rd., Bryan)	31	
9/25/2024	Office mgmt.; Roundup updates @ 10:00; Project visits (13770 S. Dowling Rd., C.S.)	22	
9/26/2024	Kellie performance evaluation @ 8:00; PR/ SC planning		
9/27/2024	Present to Ag. Science class @ 8:30; (1244 7th St., Bryan)	28	
9/30/2024	State Fair- Food Challenge/ Barrow		
GRAND TOTAL OF MILES, MEALS AND LODGING		224	0

I hereby certify this is a true and correct report of activities, travel and other expenses incurred by me in performance of official duties for the month

10-17-24
Date


County Extension



Texas A&M AgriLife Extension Service
The Texas A&M University System
Extension Activity and Travel Report to County
Commissioner Court

Name: Flora Williams
 County: Brazos

Title: County Extension Agent
 Month: September-October 1

Date	Monthly Activities/Travel	MILES	MEALS	LODGING
September				
3	Ofc conference			
4	Reports end of-year summaries; website management; social media management			
5	ESP meeting			
6	Met with mentee about end-of-year reports; Friday forum			
9	Continued work on summaries; mentee meeting			
10	Continue work on summaries; virtual employee wellness webinar; Virtual TxDOT committee meeting			
11	Dr. appointment out of town			
12	Office management; 4-H prep; FCH virtual professional development	84.5		
13	Judged Washington County Fair; judged ESP awards	5		
14	Car seat Event at Target*			
16-20	National conference in Tucson; travel to Bush IAH airport in Houston	183.8		
23	Prep for performance review; KBTX the three guest (4-H FAN)	8.8		
24	Performance review			
25	4-H FAN Night (49 contacts)*			
26	Presenter at 4-H FCH IOI*	14.3		
27	Office management; 4-H management; office power outage			
30	Judged Waller County Fair; Traveled to State Fair in Dallas	99.2		
October				
1	Group leader at State Fair of Texas and return trip (round trip)	358.1		
GRAND TOTAL OF MILEAGE, MEALS & LODGING		753.7		

Other expenses (list) _____

CURRENT MONTHS CONTACTS

Extension Office Visits by Clientele	Site Visits Farm, Home, Project Ranch, Business, Etc.	Telephone	Mail	Total Individual Contacts	Total Contact Hours in Group Methods	Media News Articles, TV/Radio, Etc	Newsletters Written

DATE/ACTIVITY

October
 2 Ofc management; ESP meeting; reports
 3 Ofc management; ESP meeting
 4 Doctoral interviews; ESP budget meeting; first Friday forum
 7 Fashion info night; Doctoral focus group
 8 Pizza Ranch workday
 9 Pizza Ranch workday
 10 Pizza Ranch
 11 Childcare Provider training; workday for nutrition summit
 12 4-H Nutrition Summit
 14 FPM
 15 Aggieland Pregnancy Center presentation
 16 D9 Updates
 17 Canning class in Houston
 18 Better Together Booth

 21 FCH Committee meeting
 22 Food Challenge work day
 23 Food Challenge
 24 ESP awards prep
 25 ESP awards presentations
 28-31 ESP National Conference in Virginia Beach

PAGE 2 of 2

I hereby certify this is a true and correct report of activities, travel, and other expenses incurred by me in performance of official duties for the month shown.

Date: 10/2/2024

Signed: *Flora Williams*

Submit

**BRAZOS COUNTY CLERK
MONTHLY REPORT RECAPITULATION
FOR THE MONTH OF
September 2024**

ODYSSEY						Total Daily Deposit	KOFILE																
Date	Chase Closed Batch Report	Odyssey (Efile)	Cash	POS	Checks/MO	Deposit	Hot Ck Fee	Cash	Checks/ MO	Direct Deposit & IRS	POS	CSC	EPN	SMP/ Erx	Escrow Draws	Permillium Draws	Escrow Pay	Charged	A/R pymt	Void	Trust Deposit	Total Kofile	
9/1/2024																							
9/2/2024																							
9/3/2024	548.00	548.00				1,467.00		282.00	1,185.00		911.00	1,994.00	1,594.00	3,542.00	2.00	135.00		41.00				9,686.00	
9/4/2024	386.00	386.00				564.00		210.00	354.00	210.00	1,329.00	827.00	1,207.50	2,391.00	155.00	185.00						6,868.50	
9/5/2024	484.00	484.00				347.00		188.00	159.00		611.00	792.00	1,004.00	1,867.00	206.00	102.00		144.00			500.00	5,573.00	
9/6/2024	598.00	596.00				2,715.20		162.00	2,553.20		1,155.50	708.00	1,448.00	1,782.00	17.00	46.00	250.00	159.00	1,704.00		500.00	6,576.70	
9/7/2024																							
9/8/2024																							
9/9/2024	514.00	514.00				1,196.00		422.00	774.00		790.00	1,379.00	917.00	1,537.00	9.00	244.00		72.00				6,144.00	
9/10/2024	528.00	530.00				341.00		191.00	150.00	120.00	778.00	436.00	498.00	2,695.00		28.00		156.00				5,052.00	
9/11/2024	518.00	518.00				590.00		366.00	224.00		673.00	717.00	991.00	2,721.00	27.00	21.00						5,740.00	
9/12/2024	645.00	645.00	40.00			729.00		233.00	456.00		679.00	710.00	469.00	2,347.00	219.00	46.00	150.00				22,620.00	27,629.00	
9/13/2024	26.00	26.00	24.00	12.00		573.00		263.00	286.00		1,495.00	2,179.00	972.00	1,022.00	23.00	58.00						6,298.00	
9/14/2024																							
9/15/2024																							
9/16/2024	1,409.00	1,409.00				1,174.50		595.50	579.00	150.00	1,599.00	1,361.00	1,135.00	2,835.00	38.00	130.00			72.00	188.00	1,000.00	9,162.50	
9/17/2024	1,247.00	1,247.00	12.00		370.00	1,143.00		139.00	622.00		670.00	744.00	1,366.00	1,917.00	52.00	97.00			104.00		500.00	6,003.00	
9/18/2024	301.00	301.00				453.54		223.00	230.54		850.00	214.00	701.00	1,795.00		88.00		215.00				4,316.54	
9/19/2024	440.00	440.00	30.00			678.00		415.00	233.00		973.00	799.00	914.00	1,808.00	115.00	86.00		53.00				5,396.00	
9/20/2024	22.00	22.00				681.10		395.00	286.10		727.00	305.00	139.00	1,710.00	31.00	42.00		372.00				4,007.10	
9/21/2024																							
9/22/2024																							
9/23/2024	1,518.00	1,518.00				2,937.00		223.00	2,714.00		1,075.00	1,361.00	931.00	1,629.00	9.00	211.00		2.00	1,468.00			6,687.00	
9/24/2024	85.00	85.00				411.00		308.00	103.00	150.00	1,264.00	706.00	1,032.25	2,055.00	149.10	173.00						5,940.35	
9/25/2024	579.00	579.00		12.00		436.33		65.00	371.33		1,025.00	655.00	463.00	1,679.00		102.00						4,360.33	
9/26/2024	113.00	113.00			39.00	855.00		212.00	604.00		826.00	197.00	475.00	1,762.00	39.00	148.00						4,263.00	
9/27/2024	328.00	328.00				453.00		99.00	354.00		1,519.00	712.00	688.00	1,859.00	116.00	21.00		98.00				5,466.00	
9/28/2024																							
9/29/2024																							
9/30/2024	1,101.00	1,101.00		350.00		1,158.00		390.00	768.00		637.00	1,395.00	967.00	2,270.00	36.00	204.00						6,667.00	
TOTAL	11,390.00	11,390.00	106.00	374.00	409.00	18,902.67		5,381.50	13,006.17	630.00	19,586.50	18,191.00	17,911.75	41,223.00	1,243.10	2,167.00	400.00	1,312.00	3,348.00	188.00	25,120.00	141,836.02	

TOTAL REPORT ODYSSEY	12,279.00	12,279.00	Total Fees (Revenue)	
REPORT KOFILE	141,836.02	141,836.02	Diff.	
GRAND TOTAL	154,115.02		Diff.	(2.00)

Karen McQueen
KAREN MCQUEEN, COUNTY CLERK

Ashlie Peters-Bowman
ASHLIE PETERS-BOWMAN, CHIEF DEPUTY

10-1-2024
DATE