



MINUTES

NOVEMBER 19, 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, November 19, 2024 with the following members of the Court present:

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

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

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

Victoria Salin commended the Elections Administration Office for their professionalism and specifically, for Elections Administrator Trudy Hancock's exceptional leadership. Additionally, she spoke in favor of continuing county-wide voting in order to keep voting as accessible as possible.

Cynde Wiley expressed ongoing concerns regarding county-wide voting and electronic voting machines. A copy of Ms. Wiley's comments were submitted for the minutes and are attached hereto.

John Book shared his concerns regarding the Inner Loop East Study. He addressed a lack of clarity and communication to the public on the proposed design. He asked the Court for thoughtful consideration when making decisions that effect people's homes.

Keith King reiterated concerns regarding election integrity noting, a need to update the list of registered voters and to get rid of electronic voting machines.

Mark Holtzapple discussed an article in the Texas Tribune that references the members of the public speaking on election integrity in Brazos County Commissioners Court. He shared that the group's goal is to help elevate election security throughout the County. A copy of Mr. Holtzapple's comments were submitted for the minutes and attached hereto.

Karen Simpson urged the Court to do their own research into the material brought to their attention regarding election integrity.

Cathie Viens commented on a lack of a cooperative atmosphere between the Court and members of the public that are raising concerns on election integrity. Ms. Viens then referenced an article regarding a whistleblower sharing that election results can be manually overwritten. A copy of the article was submitted for the minutes and attached hereto.

County Clerk Karen McQueen introduced members of the A&M Consolidated High School Life Skills Class in attendance to observe their local elected officials in action.

Consider and take action on agenda items: 3 - 27

3. Approval of Extension of the Declaration of Disaster.

Interim Emergency Management Coordinator Jason Ware recommended to extend the Declaration of Disaster. He explained that while there has been some rain this week, there has not been enough to change the drought conditions in Brazos County. The Court voted unanimously to extend the Declaration of Disaster issued by the County Judge on October 17, 2024.

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

4. Approval of non-profit organization application for Brazos County Inmate Work Crew Labor to assist with the National Guard in set up of tents for the Annual Radio Mash Toy Drive.

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

5. Approval of Resolution amending the Brazos County Property Assessed Clean Energy Act ("PACE") Program.

The Court voted unanimously to adopt Resolution 24-025 to amend the Brazos County Property Assessed Clean Energy Act Program.

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

6. Approval of Professional Service Agreement between Texas Property Assessed Clean Energy (PACE) Authority (d/b/a Texas PACE Authority) and Brazos County for the Administration of Brazos County's Property Assessed Clean Energy ("PACE") Program.

A copy of the service agreement 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 of Professional Service Agreement between Lone Star PACE and Brazos County for the Administration of Brazos County's Property Assessed Clean Energy Act ("PACE") Program.

A copy of the services agreement is attached.

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

8. Request from the Public Defender for the following personnel changes with effective date as of November 23, 2024. This change has no effect to the Texas Indigent Defense Commission Grant's FY 2025 budget.
 - a. Increase B0132-3 Public Defender I, biweekly rate \$3,496.74 to \$3,884.62, Salary Full-Time
 - b. Decrease B0132-2 Public Defender I, biweekly rate \$4,056.36 to \$3,769.23, Salary Full-Time

A copy of the position control changes is attached.

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

9. Approval of the Interlocal Agreement - Surplus Property Transfer between Brazos County and Texas Historical Commission (Boonville).

Commissioner Aldrich noted that he was glad to have this Interlocal Agreement in place. General Counsel Bruce Erratt stated that the trees were being relocated to Washington on the Brazos. A copy of the Interlocal Agreement is attached.

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

10. Approval of Interlocal Agreement - Water Transport Permit Protest between Brazos County, City of College Station, and City of Bryan.

Commissioner Aldrich commented on the importance of preserving the County's water resources. Judge Peters reiterated the necessity of protecting the water supply for

Brazos County and surrounding areas. A copy of the Interlocal Agreement is attached.

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

11. Approval of the Administrative Services Agreement with Texas Association of Counties for 2025.

A copy of the service agreement is attached.

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

12. Approval of the following change orders to RFP #18-097 Expansion of Juvenile Detention Facility with Collier Construction:
 - a. Change Order #3 - Partial Release of Retainage
 - b. Change Order #4 - Increase the contract sum by \$179,657.44 for additional labor. The new contract sum will be \$17,612,903.22.

A copy of the change orders is attached.

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

13. Approval of updated insurance requirements for Contract #23-100 Event Management Software for the Brazos County Expo with Ungerboeck Systems International, LLC.

A copy of the contract is attached.

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

14. Approval of Renewal to Contract #25-079R for Emergency Notification System with OnSolve, LLC to extend the contract for an additional three years.

A copy of the renewal contract is attached.

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

15. Approval of the following committee for RFQ #25-080 Independent Auditor Services for Guardianship.
 - a. Judge Amanda Matzke
 - b. Judge Roy Brantley
 - c. Krista Faust
 - d. Rebecca Lewis
 - e. Terry Hammond - Citizen
 - f. Purchasing - Non-Voting
 - g. Legal - Non-Voting

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

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

16. Permission to Advertise RFP #25-080 Independent Auditor Services for Guardianship.

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

17. Approval of the following committee for RFP CIP #25-569 Leonard Road Stabilization Project.
- a. William Hadley
 - b. Jimmy LeFlore
 - c. Shawn Eldridge
 - d. Purchasing - Non-Voting
 - e. Legal - Non-Voting

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

18. Permission to Advertise RFP CIP #25-569 Leonard Road Stabilization Project.

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

19. Consider and take action on the Bahia Pipeline, LLC utility permits to construct road bores for 30-inch LNG pipeline crossings under Bickham Cemetery Road, Bickham-Francis-Locke Intersection, Locke Road, Zweifel Road, Ferrill Creek Road, Dilly Shaw Tap Road, Operstény Lane, Democrat Road, Oak Lake Road and Hearne Road. All roadway crossings will be a minimum of 10-feet below bottom of ditch. Sites are located in Precinct 2.

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

20. Consider and take action on the Frontier utility permit to install 23 feet of fiber optic cable within the right-of-way of Carrabba Road at SH 21 intersection. Site is located in Precinct 2.

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

21. Consider and take action on the Wellborn SUD utility permit to construct a road bore at 5137 Britten Road to provide water service. Site is located in Precinct 4.

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

22. Tax Refund Applications for the following:

Overpayments

- a. Magda Escalona & Alfredo Gonzalez - \$22.90
- b. Troy Scheppler - \$42.05
- c. MHCA Homes, LLC - \$19.75
- d. Stanley & Donna Jessee - \$138.58
- e. 5B Management - \$505.78

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

23. Budget Amendments.

- a. FY 23/24 Budget Amendments 56.01 - 56.02
- b. FY 24/25 Budget Amendments 8.01 - 8.05

FY 23/24 56.01 - 56.02

56.01 - Reallocate funds for Justice of the Peace and Constable, Precinct 1.

56.02 - Reallocate funds for Road and Bridge.

FY 24/25 8.01 - 8.05

8.01 - Transfer of funds from Contingency to Sheriff's Office - Jail.

8.02 - Transfer of funds from Fleet Services to Sheriff's Office - Jail.

8.03 - Reallocate funds for Texas Indigent Defense Commission Grant.

8.04 - Reallocate funds for Brazos Valley Human Trafficking Task Force Development.

8.05 - Reallocate funds for Texas Indigent Defense Commission Grant.

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

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

25. Payment of Claims.

Approval of Payment of Claims:

- a. 8206338 - 8206510
- b. 9202820 - 9202874

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

26. Convene into Executive Session pursuant to the following:

- a. Texas Government Code §551.0785 for deliberations involving medical or psychiatric records of a county employee.
- b. Texas Government Code §551.072 to deliberate the purchase, exchange, lease, or value of real property.
- c. Texas Government Code §551.074 to discuss the appointment, employment, evaluation, reassignment, and duties of county personnel.

At this point, the County Judge announced the Court would consider items 28 through 31 and then return to convene into Executive Session.

Having considered the previously noted agenda items, at 10:44 a.m. the County Judge stated that the Court would convene into Executive Session to deliberate pursuant to Section 551.074 as stated above.

a. Texas Government Code §551.0785 for deliberations involving medical or psychiatric records of a county employee. The following individuals were asked to stay for the session:

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, Assistant Director of Human Resources

b. Texas Government Code §551.072 to deliberate the purchase, exchange, lease, or value of real property. The following individuals were asked to stay for the session:

Cheryl Coffman, Executive Assistant
Ed Bull, Chief of Staff/Civil Counsel
Bruce Erratt, General Counsel
Allison Lindblade, Assistant General Counsel
Patrick Corley, Executive Director of Emergency Communications District
Laura Blackburn, Associate Director of Emergency Communications District
Nina Payne, Budget Officer

c. Texas Government Code §551.074 to discuss the appointment, employment, evaluation, reassignment, and duties of county personnel. The following individuals were asked to stay for the session:

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, Assistant Director of Human Resources
Julie Anderson, Health and Wellness Clinic Medical Manager

27. Consider and possible action on Executive Sessions.

At 11:36 a.m. the County Judge announced the meeting open to the public. On motion by Commissioner Berry, seconded by the Commissioner Watson, the Court voted unanimously to approve authorization for the County Judge to compose an engagement letter with an attorney for the purchase of real property.

28. Acknowledgement of the 2024-2025 Budget to Actuals by Fund as of November 13, 2024.

Acknowledgement of the 2024-2025 Contingency Budget to Actuals by Fund as of November 13, 2024.

The Court acknowledged receipt of the 2024-2025 Budget to Actuals by Fund and Contingency Fund Budget to Actuals as of November 13, 2024.

29. Juvenile director's report on detention population.

Judge Peters reported on behalf of Juvenile Director Linda Ricketson, there are 41 juveniles in the detention center, 28 are male, 13 are female, and 36 have electronic monitors.

30. Sheriff's report on inmate population.

Sheriff Wayne Dicky reported there were 767 inmates in jail, 636 inmates are male, 131 are female, and 33 have electronic monitors.

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

Commissioner Konderla expressed his condolences to the family and friends of Judge Richard Myers of Calhoun County.

Commissioner Konderla and Commissioner Aldrich attended the Texas AgriLife Extension Volunteer Celebration last Wednesday, where a number of outstanding volunteers in the community were honored. They congratulated each of those volunteers on a job well done noting, they are a blessing to our community.

Commissioner Aldrich welcomed the Life Skills Class that joined Commissioners Court this morning and commended College Station ISD for their approach to all inclusive education.

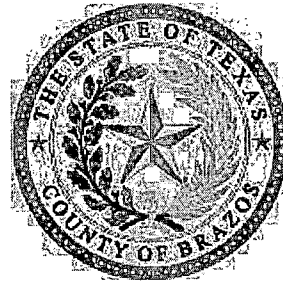
Chief of Staff, Ed Bull thanked Pam Beltrand, retired Brazos County Landscape Manager, for her hard work and dedication to the County for many years.

32. Adjourn.

DATE 11/15/2024AT 3:20 O'CLOCK P. M

KAREN MCQUEEN

BRAZOS COUNTY CLERK

By *Kathleen Bowman*

**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 NOVEMBER 19, 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)**

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 - Approval of Personnel Change of Status.
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 30. Sheriff's report on inmate population.
 31. Announcement of interest items and possible future agenda topics.
 32. Adjourn.

PUBLIC COMMENTS

Public Comment during the Commission Meeting may be for all matters, both on and off the agenda, and be limited to four minutes per person. Public participation sign-up sheets must be submitted at least five (5) minutes prior to the start of the posted meeting time. Persons are invited to submit comments in writing on the agenda items and/or attend and make comment at the Commission meeting. Members of the public are reminded that the Brazos County Commissioners Court is a Constitutional Court, with both judicial and legislative powers, created under Article V, Section 1 and Section 18 of the Texas Constitution. As a Constitutional Court, the Brazos County Commissioners Court also possesses the power to issue a Contempt of Court Citation under Section 81.024 of the Texas Local Government Code. Accordingly, members of the public in attendance at any Regular, Special and/or Emergency meeting of the Court shall conduct themselves with proper respect and decorum in speaking to, and/or addressing the Court; in participating in public discussions before the Court; and in all actions in the presence of the Court. Those members of the public who are inappropriately attired and/or who do not conduct themselves in an orderly and appropriate manner will be ordered to leave the meeting. Refusal to abide by the Court's Order and/or continued disruption of the meeting may result in a Contempt of Court Citation.

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

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

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

INVOCATION

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

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

BRAZOS COUNTY
COMMISSIONER'S COURT

19 DAY OF November, 2024
10:00 AM/PM, Regular Meeting

Name

(PLEASE PRINT)

Cheryl Coffman
Aubrey Leggett
Sharyl Lowe
Karen McQueen
Ashlee Peters-Bowman
Cathie Viens
Mary Ann
MIKE STREET
Allison Lindblade
Kestie Conner
Ed Bull
Nina Payne
Spencer Mays
A B W A
Glen Silva

Organization

(PLEASE PRINT)

Com Court
Com Court
Com Court
Co. clk
Co. CLK OFF.
taxpayer
Co. Judge
CS off.
Auditor
Com Court
Budget
Budget
self
Loan Sona PACB

BRAZOS COUNTY COMMISSIONER'S COURT

19th DAY OF November, 2024
10:00 (AM)/PM, Regular

Name

(PLEASE PRINT)

Organization

(PLEASE PRINT)

Donald Lampo

Constable Pct 2

Bruce Erratt

CJ Off

VICTORIA SALIN

none. citizen

Thomas Caraness

Brazos County Democratic Party

MARK HOLTZAPPEL

CITIZEN

Bob Lanter

Project Management

Cynde Wiley

Self

marci nune

auditor

Keith King

Jason Ware

EM

John Beck

Citizen

Paul Malin

BCSO

Laura Blackburn

Brazos County 911 District

Patrick Corley

Brazos County 911 District

Kevin Joyner

IT

BRAZOS COUNTY COMMISSIONER'S COURT

19th DAY OF November, 20 24
10:00 (AM)/PM, Regular

Name

(PLEASE PRINT)

Organization

(PLEASE PRINT)

Kimberly Row	CD Judge
Karen Simpson	self
Kevin Stuch	BCCO
Wayne Dickey	SO
Ann Boney	NARAC
Kaitlyn Battles	Purchasing
Beth Martinez	I
Ralanna McConatny	HR
Jennifer Salazar	HR
Jeri Anderson	
T.J. Solether	B+A
Cristian Villarreal	Treas
Kyle Hawthorne	ST TH DIST
Jody Quimby	SELF
Jalen Washington	Jella

BRAZOS COUNTY COMMISSIONER'S COURT

19th DAY OF November, 2024
10:00 (AM/PM), Regular

Name

(PLEASE PRINT)

Organization

(PLEASE PRINT)

Chiquita Hartford

AMCHS STRIVE LIFE SKILLS

Juliet Sledge

TEKIA WATKINS
MAL EUBANKS

Eleazar Rodarte

Darius Anderson



Vindication: Whistleblower Confirms Election Systems Do Allow Election Results to Be Manually Changed

Last fall [Joe Hoft](#) published a story exposing a clause in BPro/KNOWiNK's contract with the state of Oregon which explicitly states:

"The System shall allow the County Elections Staff to override the results, if necessary."

The article was widely shared online prompting a "fact check" article to appear in USA Today "debunking" the claim that election officials can manually override election results. They claimed the feature referenced in the BPro/KNOWiNK contract only allowed election officials to "manually update unofficial vote counts on election night in case of failure by the automated system...this action has no effect on the certified results." (<https://joeoft.com/shocker-knowink-systems-allow-election-staff-to-override-election-results/>)

After coming across Joe Hoft's article, a Texas election official with direct knowledge of ES&S and Hart election systems reached out under condition of anonymity to confirm that the functional capability to override official election results does indeed exist in the systems the whistleblower is familiar with.

Excerpt from ES&S User's Manual for "Manual Results Entry"

Sorry, USA Today, not only can "unofficial" election night reporting provided by BPro/KNOWiNK be manually overridden, but so can the official election results in the tabulation system itself.

The only way to tell if results have been manually overridden is to check the cast vote record or ballot images - records which are increasingly harder and harder, or even impossible, to obtain.

Election results produced in election systems used in US elections can be changed and updated. It's a function in the software.

Truth

Tweet

Telegram

Gettr



Gab

Share

Blog

< Crowd Surrounds Bronx Rapist Who Strangled a Woman with a Belt - Police Forced to Step In

> HOLY SMOKES! 80,000 in New Jersey to See President Trump

9 thoughts on "BREAKING EXCLUSIVE: Whistleblower Confirms Election Systems Do Allow Election Results to Be Manually Changed"



golmann

May 11, 2024 at 6:05 pm

"will not have images or cast vote records..."

Gee... how many missing images and fake ballots have we heard about?

Reply

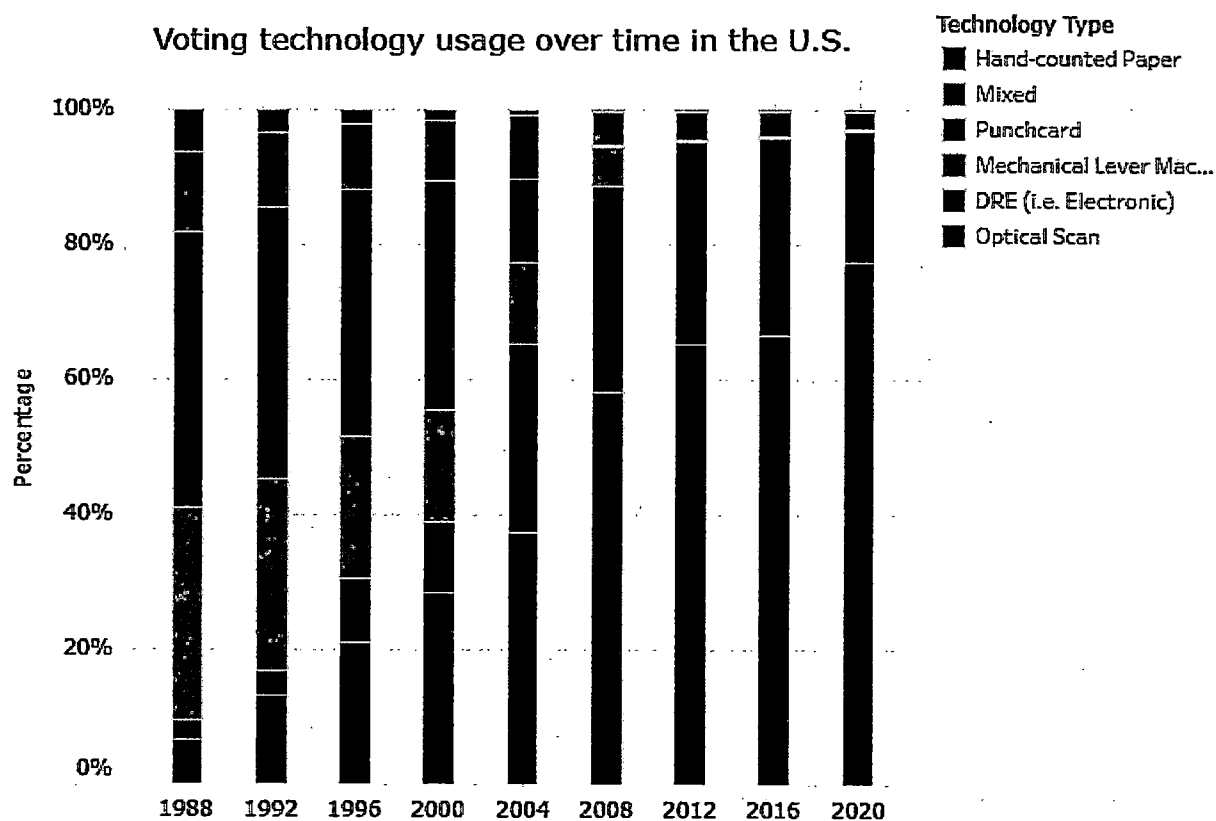
Press Release

Brazos County Citizens Engage with Election Officials to Increase Election Security

November 18, 2024

Famously, the 2000 Bush/Gore election employed punch card ballots. The controversial “hanging chads” highlight the impact of voting technology on the outcome of U.S. elections. In recent decades, electronic voting—either with optically scanned paper or direct-recording electronic (DRE) voting machines—has dominated U.S. elections.

Electronic voting employs proprietary algorithms to count the votes, and the source code is secret. The average citizen views electronic voting as a “black box”; the detailed procedures involved in the counting process are difficult to comprehend. Consequently, electronic voting leads to distrust in the election process both by Democrats (2016 election) and Republicans (2020 election).



Election technology in U.S. elections [1].

MEDIA CONTACTS: Mark Holtzapple (979) 219-2599
Cynde Wiley backtohandcount@proton.me

Press Release

To seek constructive resolution of these issues, the four citizens have met with election officials both separately and together as a group. They prepared a 50-page report that documents their concerns and offers concrete suggestions [7]. The four citizens are seeking continued engagement with election officials to resolve the issues in an amiable manner.

To improve election security, the following recommendations have been offered:

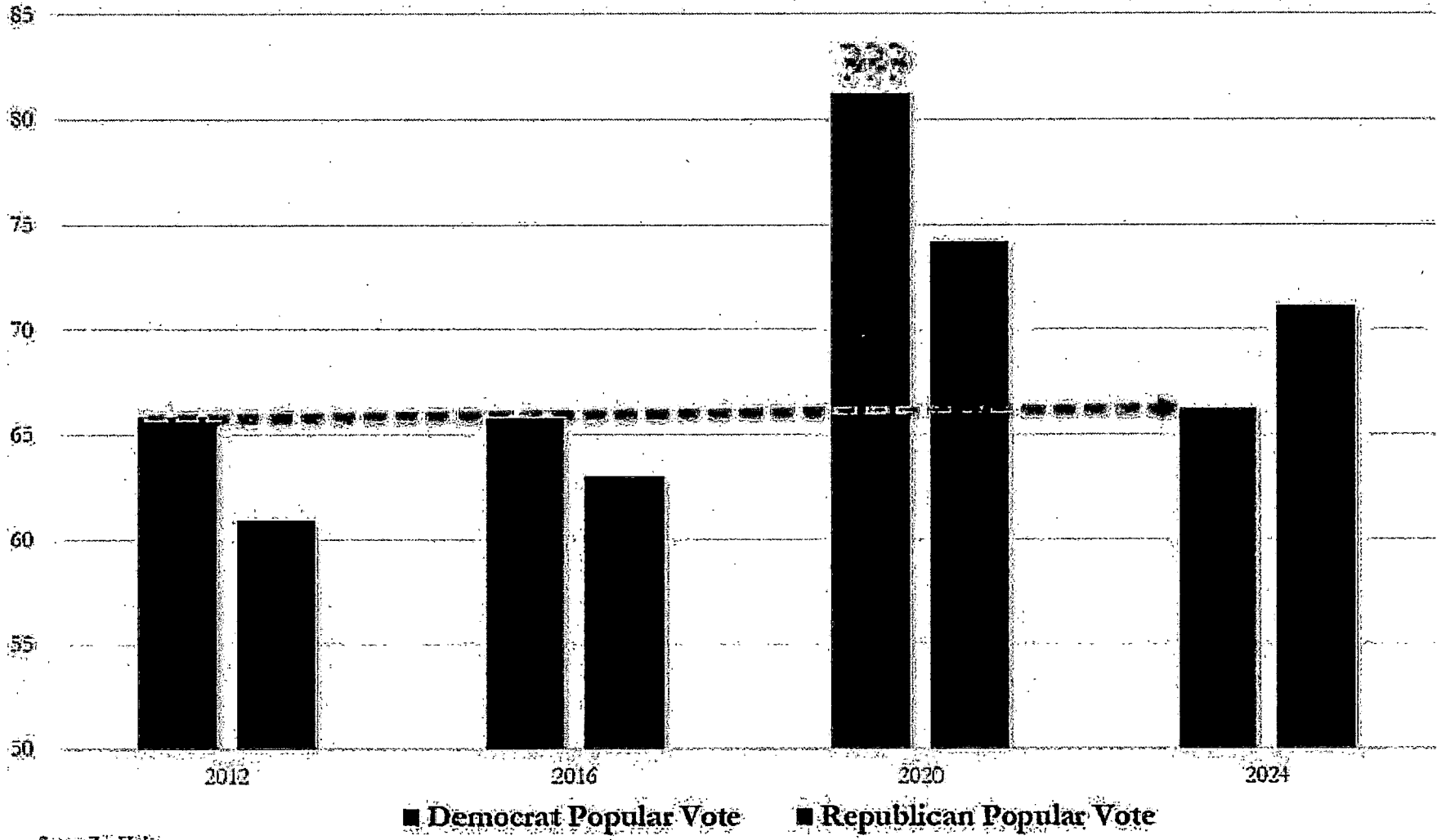
- Establish a formal procedure whereby citizens can help election officials “clean” the voter rolls.
- Install security patches on election machines.
- Fill in internet ports with epoxy to ensure that it is not possible to hardwire the election machine into the internet.
- Encourage election officials to prepare written emergency procedures for voting machine failures, as required by state law.
- Hire an independent auditor to investigate the “anomalies” in the 2020 Brazos County cast vote record.
- Address the exposed hinges on the ballot boxes by employing security tape on all hinges or changing to a non-collapsible design.
- Return to precinct-only voting.
- Require ballots to have a handwritten signature from the election judge rather than an easily forged stamp.
- After the election, sequentially order the numbered ballots to verify that all numbers are accounted for in the following categories: issued, voted, provisional voted, spoiled, unused, and missing. In addition, ballots used in logic and accuracy testing must be accounted for.
- Hand-count critical federal and state elections, such as president, senate, and house.

These suggestions are offered in the spirit of making Brazos County a model of election security that will be emulated by other counties in Texas, and across the country.

11/19/2024 Cynde Wiley

- October 2023, Judge Brandon Gaines and I stood in this room and talked about .. trying to curb the peoples lack of confidence in theses electronic voting machines (EVM). Judge suggested adding 3 more audits, chosen locally not thru the SoS. We all agreed and Judge said he would talk to Trudy.
- Please look at graph ... 2012, 2016 and 2024 Democrats voters hovered around 65 million. Yet in 2020, 15 million more democrats voted that failed to vote in 2 prior Presidential elections. Then in 2024, Democrat voters fit back into the norm of around 65 million and somehow 10 million voters stayed home and did not vote in Nov. what reason can be given for that anomaly?
- Fast forward to today, its like we are in grade school, Elected vs. Citizens.
- On 1 side, name labelling ... the other side, no name labelling, just showing up and speaking about the processes and machines.
- Look at us, we are intelligent, productive citizens, professionals, homeowners, tax payers, non-felons, retired business owners, mothers, fathers, contributors to society, volunteers; meals on wheels, CASA, City groups, church attendees and elections.
- What are we guilty of? .. Advocating for a Return to a Transparent, Auditable, Verifiable way to exercise our sacred right to choose our representatives by way of our vote?
- This binder represents the facts and evidence we have presented to support our concerns. I invite anyone who wants to look at it to please do so. We are not hiding information; it is in plain sight.
- To my knowledge, no one in our group has accused our EA or her staff of "flipping votes".

US Presidential Election Popular Vote: Democrat vs Republican (in millions)



Source: ZeroHedge



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 11/19/2024

ITEM: Approval of Extension of the Declaration of Disaster.

TO: Commissioners Court

DATE: 11/06/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

Description

Type

[Extension of Extension of Declaration of Disaster 11-13-24_Final.pdf](#)

Extension of Declaration of Disaster

Backup Material



**BRAZOS COUNTY
BRYAN, TEXAS**

Extension of Declaration of Disaster

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

WHEREAS, on the 22nd of October 2024 Commissioners Court of Brazos County determined that the conditions necessitating a declaration of a state of disaster continued to exist and were likely to continue to impact the county and extended the Declaration of Disaster to expire on November 20, 2024; and

WHEREAS, as of November 13, 2024 one hundred percent of Brazos County is classified as being in moderate drought conditions and that the average KBDI number for the county is 651 out of 800, which still indicates a high potential for forest fire potential in the county; and

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

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

That the local state of disaster originally proclaimed for Brazos County by Judge Duane Peters that was continued by the Brazos County Commissioners Court until November 20, 2024, shall continue for an additional period of thirty (30) days and expire on December 20, 2024, unless or until terminated or extended by order of the Commissioners Court of Brazos County.

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

DECLARED this 19TH day of NOVEMBER 2024.

Duane Peters
County Judge

Steve Aldrich
County Commissioner, Precinct 1

Nancy Berry
County Commissioner, Precinct 3

Chuck Konderla
County Commissioner, Precinct 2

Wanda Watson
County Commissioner, Precinct 4

ATTEST:

Karen McQueen, County Clerk



**BRAZOS COUNTY
BRYAN, TEXAS**

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

DATE OF COURT MEETING: 11/19/2024

ITEM: Approval of non-profit organization application for Brazos County Inmate Work Crew Labor to assist with the National Guard in set up of tents for the Annual Radio Mash Toy Drive.

TO: Commissioners Court

FROM: Chief Kevin Stuart, CJM

DATE: 11/11/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

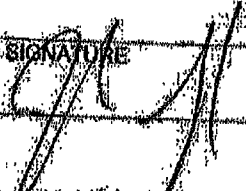
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2024 Radio Mash application- Toy Drive.pdf	Non-Profit application for Work Crew Labor	Cover Memo

2024

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

ORGANIZATION Radio MASH Toy Drive, Inc.		PHONE 979-776-1240
ADDRESS STATE ZIP CITY 1240 E Villa Maria Road Bryan TX 77802	FAX	
CEO NAME John Seigler	CONTACT NAME Ana Fraga	

I certify that the above named organization is a nonprofit organization that qualifies for a tax exemption under Section 501(c)(3), Internal Revenue Code of 1986, as an organization described by Section 501(c)(3) of that code, and is organized as a nonprofit corporation under the Texas Non-Profit Corporation Act (Article 1306-1.01 et seq., Vernon's Texas Civil Statutes.

DESIGNATURE 	DATE 11/11/24
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Please provide a description of the type of work that will be assigned and equipment that will be used.

The workers will be using their hands (may need gloves) to assist the National Guard in putting up two (2) National Guard tents (with supervision from National Guard members.)
They will also be putting up four (4) 10x10 and one (1) 20x20 frame tent from Party Time Rentals and Tents Over Texas (with supervision from Party Time and Tents Over Texas employees.) Please make sure they have coats/jackets, as the weather may be cold.

Tuesday December 3rd.	9:00 am
Monday December 9th.	8:00 am

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



Brazos County Office of the Sheriff Request for Work Crew Assignment

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


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

Signature  Title Chief Deputy Date 11/11/24



Brazos County Commissioners Court Approval for Work Crew Assignment

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

Approved by Commissioners Court on: NOVEMBER 19, 2024
 County Judge  Date 11/19/24



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 11/19/2024

ITEM: Approval of Resolution amending the Brazos County Property Assessed Clean Energy Act ("PACE") Program.

TO: Commissioners Court

DATE: 11/14/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

Description

Type

[2024_PACE_Resolution_with_Update_Report.pdf](#) 2024 PACE Resolution with Update Report

Backup Material

**BRAZOS COUNTY COMMISSIONERS COURT
RESOLUTION AMENDING THE BRAZOS COUNTY PACE PROGRAM**

STATE OF TEXAS §
 §
BRAZOS COUNTY §

WHEREAS, the 83rd Regular Session of the Texas Legislature enacted the Property Assessed Clean Energy Act, Texas Local Government Code Chapter 399 (the "PACE Act"), which allows the governing body of a local government, including a City or County, to designate an area of the territory of the local government as a region within which an authorized representative of a local government and the record owners of commercial, industrial, and large multifamily residential (5 or more dwelling units) real property may enter into written contracts to impose assessments on the property to repay the financing by the owners of permanent improvements fixed to the property intended to decrease energy or water consumption or demand; and

WHEREAS, the installation or modification by property owners of qualified energy or water saving improvements to commercial, industrial, and large multifamily residential real property in Brazos County ("County") will further the goals of energy and water conservation without cost to the public; and

WHEREAS, the Commissioners Court finds that third-party financing of energy and water conserving projects through contractual assessments maintained by the County ("PACE financing") furthers essential government purposes, including but not limited to, economic development, reducing energy consumption and costs, conserving water resources, and reducing greenhouse gas emissions; and

WHEREAS, the Commissioners Court adopted a Resolution of Intent to establish a PACE program for Brazos County on October 4, 2016, including a reference to the report on the proposed program prepared as required by Section 399.009 of the PACE Act and made the report available to the public on the County website and for inspection in the County Judge's office; and

WHEREAS, The Commissioners Court finds that the administration of the PACE Program by one or more registered municipal advisor ("RMA") or nonprofit organizations as independent third-party ("Authorized Representative or Authorized Representatives") contracted by the County and compensated by application and administration fees paid by the participating property owners, will enable the program to be administered without use of Brazos County resources, will assure the objectives of impartiality and confidentiality of owner information, and will be convenient and advantageous to Brazos County; and

WHEREAS, the Commissioners Court also finds that because no County funds will be expended for PACE financing of the Authorized Representative's services, the selection of such an independent third-party Authorized Representatives is not subject to the Professional Services Procurement Act or other Brazos County purchasing requirements; and

WHEREAS, the Commissioners Court held a public hearing on October 11, 2016 at 10:15 a.m. in the Brazos County Commissioners Courtroom of the County Administration Building, 200 South Texas Avenue, Suite 106, Bryan, Texas, at which the public could comment on the proposed program, including the report available for public inspection as mentioned above and as required by Section 399.008(a)(2); and

WHEREAS, the Commissioners Court adopted a Resolution Establishing the Brazos County PACE Program on October 18, 2016; and

WHEREAS, the Commissioners Court held a public hearing on November 19, 2024 at 9:30 a.m. in the Brazos County Commissioners Courtroom of the County Administration Building, 200 South Texas Avenue, Suite 106, Bryan, Texas, at which the public could comment on the proposed program, including the report available for public inspection as mentioned above and as required by Section 399.008(a)(2); and

NOW THEREFORE, be it resolved by the Commissioners Court of Brazos County that:

1. Recitals. The recitals to this Resolution are true and correct and are incorporated into this resolution for all purposes.
2. Amendment of Program. Brazos County hereby adopts this Resolution Amending the Brazos County Property Assessed Clean Energy Program ("Brazos County PACE"), herein called "the Program," and finds that financing qualified projects through contractual assessments pursuant to the PACE Act is a valid public purpose and is convenient and advantageous to Brazos County and its citizens.
3. Contractual Assessments. Brazos County will, at the property owner's request, impose contractual assessments on the property to repay PACE financing for qualified energy and water conserving projects available to owners of privately owned commercial industrial, and large multifamily property.
4. Qualified Projects. The following types of projects are qualified projects for PACE financing that may be subject to such contractual assessments:

Projects that (a) involve the installation or modification of a permanent improvement fixed to privately owned commercial industrial or residential real property with five (5) or more dwelling units, and (b) are intended to decrease energy or water consumption or demand, including a product, device, or interacting group of products or devices on the customer's side of the meter that uses energy technology to generate electricity, provide thermal energy, or regulate temperature.

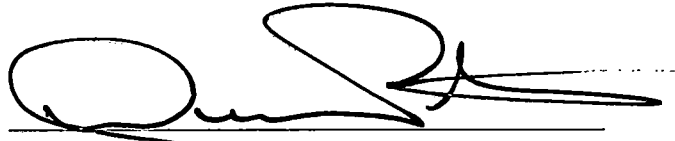
An assessment may not be imposed to repay the financing of facilities for undeveloped lots or lots undergoing development at the time of the assessment, or the purchase or installation of products or devices not permanently fixed to real property.

5. Region. The boundaries of the entire geographic area within the County's jurisdiction are included in the boundaries of the region where PACE financing and assessments can occur.
6. Third- Party Financing. Financing for qualified projects under the Program will be provided by qualified third-party lenders chosen by the owners. Such lenders will execute written contracts with the Authorized Representative to service the debt through assessments, as required by the PACE Act. The contracts will provide for the lenders to determine the financial ability of owners to fulfill the financial obligations to be repaid through assessments, advance the funds to owners on such terms as are agreed between the lenders and the owners for the installation or modification of qualified projects, and service the debt secured by the assessments, directly or through a servicer, by collecting payments from the owners pursuant to financing documents executed between the lenders and the owners. Brazos County will maintain and continue the assessments for the benefit of such lenders and will enforce the assessment lien for the benefit of a lender in the event of a default by an owner. Brazos County will not, at this time, provide financing of any sort for the Brazos County PACE program.
7. Authorized Representatives. The Brazos County Commissioners Court will designate one or more registered municipal advisor firms or non-profit organizations to act as Authorized Representatives with authority to enter into written contracts with the record owners of real property in Brazos County to impose assessments pursuant to the PACE Act to repay the financing of qualified projects on the owners' property, to enter into written contracts with the parties that provide third-party financing for such projects to service the debts through assessments, and to file written notice of each contractual assessment in the real property records of the County, all on behalf of Brazos County. The Authorized Representative may make technical and conforming updates as necessary so long as the changes are consistent

with the resolution to establish the PACE program and the statute. The County Judge or his designee will be the liaison with the Authorized Representatives.

8. Enforcement. The County will enforce the collection of past due assessments and may contract with a qualified law firm to assist in collection efforts.
9. Report. The amended report on the Brazos County PACE program, prepared in accordance with Section 399.009 of the Texas Local Government Code is attached and incorporated into this resolution. The County will post the resolution and report on the County's website.
10. Further Amendment of Program. The Commissioners Court may further amend the Brazos County PACE Program by resolution. However, another public hearing is required before the Program may be further amended to provide for Brazos County financing of qualified improvements through assessments.

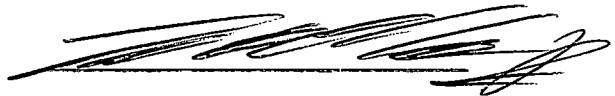
Adopted this 19TH day of NOVEMBER, 2024.



Honorable Duane Peters, County Judge



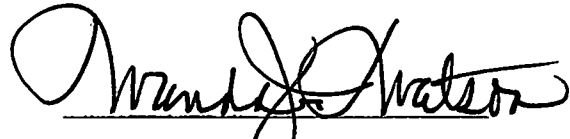
Honorable Steve Aldrich
Commissioner, Precinct 1



Honorable Chuck Konderla
Commissioner, Precinct 2



Honorable Nancy Berry
Commissioner, Precinct 3



Honorable Wanda Watson
Commissioner, Precinct 4

**UPDATED REPORT REQUIRED BY TEXAS LOCAL GOVERNMENT CODE
SECTION 399.009**

**FOR BRAZOS COUNTY PROPERTY ASSESSED CLEAN ENERGY (PACE)
PROGRAM**

This Updated Report is adopted by the County Commissioners Court for Brazos County, Texas (the “County”) Property Assessed Clean Energy (“PACE”) Program (the “PACE Program”) in accordance with the requirements of the Property Assessed Clean Energy Act (the “PACE Act”) as set forth in Texas Local Government Code Chapter 399.

The County and its constituents benefit when older existing buildings are modified with new technology and equipment that increases energy efficiency and reduces water consumption. On October 18, 2016, the County established the commercial PACE Program to encourage private sector investment in energy efficiency and water conservation. The PACE Program is offered to property owners on a strictly voluntary basis and does not require the use of any public funds.

Authorized under the PACE Act enacted in 2013, the PACE Program is an innovative financing program that enables private sector owners of privately owned commercial, industrial, and multi-family residential properties with five or more dwelling units to obtain low-cost, long-term loans to pay for water conservation, energy-efficiency improvements, and renewable energy retrofits. PACE loans provide up to 100% financing of all project costs, with little or no up-front out-of-pocket cost to the owner. The County has chosen, in part, to follow the administrative principles, program processes, and model documents of the uniform Texas PACE in a Box model program.¹

Loans made under the PACE Program by independent lenders are to be secured by voluntary assessments on the property that are imposed by Local Government at the request of the owner. Assessments may be amortized over the projected life of the improvements. The utility cost savings derived from improvements financed with PACE loans are expected to equal or exceed the amount of the assessment. In turn, these improvements are able to generate positive cash flow upon installation because the debt service will be less than the savings.

PACE assessments are tied to the property and follow title from one owner to the next. Each owner is responsible only for payment of the assessments accruing during its period of ownership. When the property is sold, the payment obligation for the remaining balance of the assessment is transferred automatically to the next owner. As a result, the PACE Program will help property owners overcome market barriers that often discourage investment in energy efficiency and water conservation improvements.

1. Eligible Properties

The County’s PACE Program is a strictly voluntary program. All private sector owners of Eligible Properties located within the County’s PACE region may participate in PACE financing. “*Eligible Properties*” include commercial, industrial, and multi-family residential properties with five or

¹ <https://www.keepingpaceintexas.org/pace-in-a-box>.

more dwelling units. Governmental real property, residential property,² undeveloped property and property undergoing development at the time of the assessment are not Eligible Properties.

2. Qualified Improvements

PACE financing may be used to pay for Qualified Improvements to Eligible Properties. *“Qualified Improvements”* are permanent improvements intended to decrease water or energy consumption or demand, including a product, device, or interacting group of products or devices on the customer’s side of the meter that use energy technology to generate electricity, provide thermal energy, or regulate temperature. Under the PACE Act, products or devices that are not permanently fixed to real property are not Qualified Improvements.

The following upgrades may constitute Qualified Improvements:

- High efficiency heating, ventilating and air conditioning (“HVAC”) systems
- High efficiency chillers, boilers, and furnaces
- High efficiency water heating systems
- Energy management systems and controls
- Distributed generation systems
- High efficiency lighting system upgrades
- Building enclosure and envelope improvements
- Water conservation and wastewater recovery and reuse systems
- Combustion and burner upgrades
- Heat recovery and steam traps
- Water management systems and controls (indoor and outdoor)
- High efficiency irrigation equipment.

An assessment under the PACE Program may not be imposed to repay the financing of facilities for undeveloped lots or lots undergoing development at the time of the assessment.

3. Benefits of PACE to Property Owners

The PACE Program will enable owners of Eligible Properties to overcome traditional barriers to capital investments in energy efficiency and water conservation improvements, such as unattractive returns on investment, split incentives between landlords and tenants, and uncertainty of recouping the investment.

By financing Qualified Improvements through the PACE Program, property owners may achieve utility cost savings that exceed the amount of the assessment and reduce their exposure to utility price volatility. As a result, the value of the property will be enhanced, and the owner will only be obligated to pay the assessment installments that accrue during its period of ownership of the property. Additionally, by investing in energy efficiency and water conservation with PACE financing, property owners may also qualify for various rebate, tax credit, and incentive programs offered by utility providers and state or federal governmental authorities to encourage these types of investments.

² This encompasses single family residential and any multi-family properties with fewer than five units.

4. Benefits of PACE to Brazos County

The PACE Program benefits the entire County by improving buildings, increasing property values, encouraging economic development, and saving energy and water, all without requiring any public funds.

Among other things, projects financed through the PACE Program will:

- Enable property owners and occupants to save substantial amounts in utility costs;
- Reduce demand on the electricity grid;
- Mitigate greenhouse gas emissions associated with energy generation;
- Enhance the value and efficiency of existing buildings;
- Boost the local economy by creating new job opportunities and new business;
- Provide opportunities for contractors, engineers, commercial lenders, professionals, and equipment vendors and manufacturers;
- Increase business retention and expansion in the PACE region by enabling cost effective energy and water saving updates to existing property;
- Improve productivity through optimized energy usage;
- Support the State's water conservation plan; and
- Better enable the County to meet its water conservation goals.

Finally, through the reduction in energy consumption as a result of the PACE Program, there will be a decreased demand for power resulting in lower emissions from power plants.

The PACE Program requires minimal support from the County. It is designed to be self-sustaining and is administered by qualified third-party administrators. Furthermore, because the PACE Program is not tax supported, it achieves all the benefits listed in this report without imposing a burden on the County's general fund.

Under the PACE Act, the establishment and operation of the PACE Program are governmental functions.³ The 84th Texas Legislature added a provision to the PACE Act that shields from liability a local government, employees of a local government, and board members, executives, employees, and contractors of a third party who enter into a contract with a local government to provide administrative services for a PACE Program under the PACE Act.⁴

5. The Benefits of PACE to Lenders

PACE loans are attractive to lenders because they are secure investments. Like a property tax lien, the assessment lien securing the PACE loan has priority over other liens on the property. Therefore, the risk of loss from non-payment of a PACE loan is low compared to most other types of loans. PACE assessments provide lenders with an attractive new product to assist existing and new

³ Tex. Local Gov't Code §399.003(b).

⁴ Tex. Local Gov't Code §399.019. In the 85th Legislature, HB 2654 clarified that the personal immunity provisions apply to all elected officials performing rights and duties under chapter 399 of the Local Government Code. Acts 2017, 85th Leg. R.S., Ch. 864 (H.B. 2654), Sec. 1, eff. September 1, 2017.

customers in addressing a demand for needed commercial and industrial property equipment modernization. To protect the interests of holders of existing mortgage loans on the property, the PACE Act requires their written consent to the PACE assessment as a condition to obtaining a PACE loan.

6. The Benefits of PACE to Contractors, Engineers, and Manufacturers

PACE loans provide attractive sources of financing for water and energy saving retrofits and upgrades, thereby encouraging property owners to make substantial investments in existing commercial and industrial buildings. As a result, PACE will unlock business opportunities for contractors, engineers, and manufacturers throughout the commercial and industrial sectors.

7. Administration of the Brazos County PACE Program

The PACE Act authorizes the County to enter a contract with one or more third parties to provide administrative services for the PACE Program and act as a representative of the County in executing the contracts with property owners and lenders (the “*Authorized Representative*”). The County has chosen to delegate administration of the PACE Program to the following qualified third parties that can administer the PACE Program at no cost to the County: Texas PACE Authority⁵ and Lone Star PACE.⁶ The property owner has the choice of which Authorized Representative to use for their project.

The Authorized Representative’s role is to act on behalf of the County to provide oversight of the PACE Program, to ensure best practices in a transparent and ethical manner, and to provide education and outreach. The Authorized Representatives will not receive compensation or reimbursement from the County. Authorized Representatives must agree to the County’s administrative, underwriting, and technical standards.⁷

Because the PACE Program is created by the County as a benefit to constituents and because the County imposes, maintains and enforces assessments on behalf of the property owners, constituents have a reasonable expectation that the PACE Program will be administered ethically and transparently. To that end, Authorized Representatives are expected to adhere to the highest ethical standards on behalf of the County, including:

- a. Financial Transparency and Prohibition of Self-Dealing. Authorized Representatives (including its officers, directors, partners, employees, affiliates and other similarly related parties, family member, or any company that Authorized Representatives own or have a financial interest in) may not:
 1. have an ownership or financial interest in any Project or any person or company involved in the project, the real property, or its owner;

⁵ <https://www.texaspaceauthority.org/>.

⁶ <https://www.lonestarpace.com/>.

⁷ The County has chosen to closely follow the administrative principles, program processes, technical standards, and model documents of the uniform Texas PACE in a Box model program at <https://www.keepingpaceintexas.org/pace-in-a-box/>.

2. review, approve or participate in funding any project in which it has or may have a direct or indirect interest or may derive a potential financial benefit (apart from authorized application and administration fees); or
 3. receive or accept any financial benefit from any organization involved in any PACE project within the jurisdiction of the local government (other than application and administration fees or other appropriate travel, event sponsorships) without prior written authorization from the County.
- b. **Fee Approval and Disclosure.** All fees charged or received in conjunction with administration of a PACE project under the PACE Program by the Authorized Representative (including its officers, directors, partners, employees, affiliates and other similarly related parties, family member, or any company that the Authorized Representatives own or have a financial interest in) must be approved in advance by the County consistent with the PACE Act, publicly disclosed, and reviewed annually by the local government.⁸
- c. **Marketplace Distortion.** Authorized Representatives (including its officers, directors, partners, employees, affiliates and other similarly related parties) shall not:
1. Provide or offer to provide any commercial services of any nature for or in connection with PACE projects located within the jurisdiction of the local government without prior written authorization from the County.; or
 2. Require property owners to obtain services from specific, favored vendors other than objective minimum standards for quality assurance that apply to all parties.
- d. **Stakeholder Inclusion.** Authorized Representatives will endeavor to provide education, outreach and training to all potential stakeholders including underserved communities and small businesses and describe these efforts annually to the County.

The Authorized Representatives will be funded by administrative fees paid by the property owners participating in the PACE Program, authorized charitable grants or other authorized sources of revenue. Authorized Representatives must obtain authorization in advance and in writing from County to receive any direct or indirect fee income, charitable grants, or donations that are received from property owners, lenders, or contractors participating in the PACE Program.

Periodic updates to the standard form documents (described in Section 9) will be necessary as the PACE Program evolves, incorporating best practices and standardizing the PACE documents using Texas PACE in a Box. Authorized Representatives will be tasked with maintaining the form documents and making technical and conforming updates as necessary so long as all Authorized

⁸ Tex. Local Gov't Code §399.008(e).

Representatives and the County approve of the changes to the form documents in advance and the changes are consistent with the PACE Act and the resolution to establish and update the PACE Program.

8. Eligible Lenders

The PACE Act does not set criteria for financial institutions or investors to be PACE lenders. The County will follow best practices of other PACE programs and the Texas PACE in a Box model program by requiring that lenders be:

- A federally insured depository institution such as a bank, savings bank, savings and loan association and federal or state credit union;
- An insurance company authorized to conduct business in one or more states;
- A registered investment company, registered business development company, or a Small Business Administration small business investment company;
- A publicly traded entity; or
- A private entity that:
 - Has a minimum net worth of \$5 million;
 - Has at least three years' experience in business or industrial lending or commercial real estate lending (including multifamily lending), or has a lending officer that has at least three years' experience in business or industrial lending or commercial real estate lending; and
 - Can provide independent certification as to availability of funds; and
- All lenders must be financially stable and have the ability to carry out, either directly or through a servicer, the bookkeeping and customer service work necessary to manage the assessment accounts.

Any financially stable entity with the ability to carry out, either directly or through a servicer, the obligations of a lender under the PACE Lender Contract may participate in the PACE Program. The property owner, not the County or the Authorized Representative, selects the lender and Authorized Representatives may not limit a property owner's choice of qualified lender.

Authorized Representatives will not guarantee or imply that funding will automatically be provided by a third-party lender; endorse or take responsibility for, any lender; or create any type of express or implied favoritism for any lender.

9. Components of the PACE Program

As required under Section 399.009 of the PACE Act, the following components describe the PACE Program:

- a. Map of Region. A map of the boundaries of the region included in the PACE Program is attached to this Report as Exhibit 1. The region encompasses the entire territory within the County limits.
- b. Form Contract with Owner. A PACE form contract between the County and the record owner of the Eligible Property is attached as Exhibit 2. It specifies the

terms of the assessment under the PACE Program and the financing to be provided by an Eligible Lender of the property owner's choosing.

- c. Form Contract with Lender. A PACE form contract between the County and the Eligible Lender chosen by a property owner is attached to this Report as Exhibit 3. It specifies the terms of financing and servicing of the debt through assessments.
- d. Form Notice of Contractual Assessment Lien. In compliance with the PACE Act, a PACE form Notice of Assessment Lien to be filed by the Authorized Representative with the County Clerk for each project is attached to this Report as Exhibit 4.
- e. Qualified Improvements. The following types of projects include Qualified Improvements that may be subject to financing by contractual assessments under the PACE Program:

Projects that (i) involve the installation or modification of a permanent improvement fixed to privately owned commercial, industrial or residential real property with five (5) or more dwelling units;⁹ and (ii) are intended to decrease energy or water consumption or demand by installing a product, device, or interacting group of products or devices on the customer's side of the meter that uses energy technology to generate electricity, provide thermal energy, or regulate temperature.¹⁰

A sample list of potential Qualified Improvements appears in Section 2 above.

The PACE Program may not be used to finance facilities for undeveloped lots or lots undergoing development at the time of the assessment, or for the purchase or installation of products or devices not permanently fixed to real property.¹¹

- f. Authorized Representative. The PACE Act authorizes the County to delegate administration of the PACE Program to a third-party "Authorized Representative." The County may delegate all official administrative responsibilities, such as the execution of individual contracts with property owners and lenders, to one or more Authorized Representatives. This relationship will be monitored and maintained by the County Judge or his designee.
- g. Project Review. Authorized Representatives shall track and provide a public overview with savings metrics for all PACE projects in accordance with the PACE Act.¹²

⁹ Tex. Local Gov't Code §399.002(5).

¹⁰ Tex. Local Gov't Code §399.002(3).

¹¹ Tex. Local Gov't Code §399.004.

¹² Tex. Local Gov't Code §399.009, §399.011.

- h. Plans for Ensuring Sufficient Capital. Lenders will extend loans to finance Qualified Improvements. Financing documents executed between owners and lenders will impose a contractual assessment on Eligible Property to repay the owner's financing of the Qualified Improvements. Lenders will ensure that property owners demonstrate the financial ability to fulfill the financial obligations to be repaid through contractual assessments. Authorized Representatives may list qualified lenders on their websites to help property owners identify capital providers. Such web pages must state that the list is not exclusive and the property owner may use any eligible qualified lender.
- i. No Use of Bonds or Public Funds. The County does not intend to issue bonds or use any other public monies to fund PACE projects. Property owners will obtain all financing from the Eligible Lenders they choose.
- j. Limit on Length of Financing. The PACE Act prohibits the assessment payment period from exceeding the useful life of the Qualified Improvement that is the basis for the assessment. As part of the application process, the property owners will submit an independent third-party review prepared by a licensed engineer showing the water or energy baseline conditions and the projected water or energy savings.
- k. Application Process. Authorized Representatives will accept applications from property owners seeking to finance Qualified Improvements under the PACE Program. Each application must be accompanied by the required application fee and must include:
 - (1) A description of the specific Qualified Improvements to be installed or modified on the property;
 - (2) A description of the specific real property to which the Qualified Improvements will be permanently fixed; and
 - (3) The total amount of financing, including any transaction costs, to be repaid through assessments.

Based on this information, Authorized Representatives may issue a preliminary letter indicating that, subject to verification of all requirements at closing, the proposed project appears to meet PACE Program requirements. Based on this preliminary letter, the property owner may initiate an independent third-party review of the project and submit the project to Eligible Lenders for approval of financing.

Once the above processes are completed, the property owner must submit the application to their chosen Authorized Representative to obtain preliminary approval. The property owner is expected to provide the following documentation to the Authorized Representative prior to closing on the PACE loan:

- (1) A report conducted by a qualified, independent third-party reviewer, showing water or energy baseline conditions and the projected water or energy savings, or the amount of renewable energy generated attributable to the project;

- (2) Such financial information about the owner and the property as the lender chosen by the owner deems necessary to determine that the owner has demonstrated the financial ability to fulfill the financial obligations to be paid through assessments; and
- (3) All other information required by the Authorized Representative.

1. **Financial Eligibility Requirements.** Authorized Representatives will determine whether the owner, the property, and the improvements are eligible for financing under the PACE Program. The Eligible Lender chosen by the owner has the responsibility to determine whether the owner has demonstrated the financial ability to repay the financial obligations to be collected through contractual assessments. The statutory method for ensuring such a demonstration of financial ability must be based on appropriate underwriting factors, including the following:
 - (1) verification that the person requesting to participate in the PACE Program is the legal record owner of the benefitted property;
 - (2) the applicant is current on mortgage and property tax payments;
 - (3) the applicant is not insolvent or in bankruptcy proceedings;
 - (4) the title of the benefitted property is not in dispute; and
 - (5) there is an appropriate ratio of the amount of the assessment to the assessed value of the property. The County determines that it will follow the Texas PACE in a Box model program recommendation for determining the appropriate loan to assessed value of the property.¹³

In order to be eligible for PACE financing, the County requires that the projected savings derived from the Qualified Improvement must be greater than the cost of the PACE assessment and lien over the life of the assessment (i.e., the Savings to Investment Ratio (SIR) should be greater than one, $SIR > 1$).¹⁴ A third-party lender and a for profit-property owner may request a waiver in writing for a project with an $SIR < 1$ and address the interests of tenants and future property owners. Authorized Representatives may consider factors in a variance request including:

- (a) Are there other environmental benefits such as air or water quality or resiliency that are not captured in the SIR analysis;
- (b) Will the proposed qualifying improvements generate environmental marketable credits that can be monetized;
- (c) What is the SIR calculation for the project (how far below 1);
- (d) If the SIR is < 1 over the term of the assessment, is the SIR > 1 over the useful life of the equipment;
- (e) What is the impact of a variance request on affected third parties; and
- (f) Other information the owner and lender wish to submit regarding the impact of the qualified improvements on the community.

¹³ Tex. Local Gov't Code §399.009(b).

¹⁴ Subject to the current Texas PACE in a Box requirements.

Any such variance request must be formerly approved in advance by the County.

- m. Mortgage Holder Notice and Consent. As a condition to the execution of a written contract between the chosen Authorized Representative and the property owner imposing an assessment under the PACE Program, the holder of any mortgage lien on the property must be given notice of the owner's intention to participate in the PACE Program on or before the 30th day before the date the contract is executed, and the owner must obtain the written consent of all mortgage holders.¹⁵
- n. Imposition of Assessment. The chosen Authorized Representative may enter a written contract with the property owner, only after:
 - (1) The property owner delivers to the Authorized Representative written consent of all mortgage lien holders;
 - (2) The Authorized Representative's determination that the owner and the property are eligible to participate in the PACE Program, that the proposed improvements are reasonably likely to decrease energy or water consumption or demand, and that the period of the requested assessment does not exceed the useful life of the Qualified Improvements; and
 - (3) The Eligible Lender notifies the Authorized Representative that the owner has demonstrated the financial ability to fulfill the financial obligations to be repaid through contractual assessments.

The contract will impose a contractual assessment on the owner's Eligible Property to repay the lender's financing of the Qualified Improvements. The Authorized Representative will file "A Notice of Contractual Assessment Lien," in substantially the form in Exhibit 4 in the Official Public Records of Brazos County, the county where the property is located, as notice to the public of the assessment, from the date of filing. The contract and the notice must contain the amount of the assessment, the legal description of the property, the name of the property owner, and a reference to the statutory assessment lien provided under the PACE Act.

- o. Collection of Assessments. The execution of the written contract between the County and the property owner and recording of the Notice of Contractual Assessment Lien incorporate the terms of the financing documents executed between the property owner and the lender to repay the financing secured by the assessment. The lender will advance financing to the owner, and the terms for repayment will be such terms as are agreed between the lender and the owner. Under the PACE form lender contract attached as Exhibit 3, the lender or a designated servicer will agree to service the debt secured by the assessment.

With funds from the lender, the property owner can purchase directly the equipment and materials for the Qualified Improvement and contract directly, including through lease, power purchase agreement, or other service contract, for the installation or modification of the Qualified Improvements. Alternatively, the

¹⁵ Tex. Local Gov't Code §399.010.

lender may make progress payments to the property owner as the Qualified Improvement is installed.

The lender will receive the owner's assessment payments to repay the debt and remit to the chosen Authorized Representative any administrative fees. The lender will have the right to assign or transfer the right to receive the installments of the debt secured by the assessment, provided all the following conditions are met:

- (1) The assignment or transfer is made to an Eligible Lender, as defined above;
- (2) The property owner and the Authorized Representative are notified in writing of the assignment or transfer and the address to which payment of the future installments should be mailed at least thirty (30) days before the next installment is due according to the schedule for repayment of the debt; and
- (3) The assignee or transferee, by operation of the financing documents or otherwise, written evidence of which shall be provided, assumes lender's obligations under the lender contract.

- p. Verification Review. After a Qualified Improvement is completed, the chosen Authorized Representative will require the property owner to provide verification by a qualified independent third-party reviewer that the Qualified Improvement was properly completed and is operating as intended.¹⁶ The verification report conclusively establishes that the improvement is a Qualified Improvement and the project is qualified under the PACE Program.¹⁷
- q. PACE Program Marketing and Education Services. Authorized Representatives will provide service provider outreach and education for all stakeholders including presentations, conference booths and individual meetings, and provide written and electronic materials such as case studies, flyers, and webinars. The County may choose to collaboratively promote energy and water conservation and economic development to facilitate marketing, outreach and education services for the PACE Program.
- r. Quality Assurance and Antifraud Measures. Authorized Representatives will institute quality assurance and antifraud measures for the PACE Program and will review each PACE application for completeness and supporting documents through independent review and verification procedures. The application and required attachments will identify and supply the information necessary to ensure that the property owner, the property itself, and the proposed project all satisfy PACE Program underwriting and technical standard requirements. Measures will be put in place to provide safeguards, including a review of the energy and water savings baseline and certification of compliance with the technical standards manual from an independent third-party reviewer (ITPR), who must be a registered professional engineer, before the project can proceed. This review will

¹⁶ TX Local Gov't Code §399.011(b).

¹⁷ TX Local Government Code §399.011(a-1)

include a site visit, report, and a letter from the ITPR certifying that he or she has no financial interest in the project and is an independent reviewer. After the construction of the project is complete, an ITPR will conduct a final site inspection and determine whether the project was completed and is operating properly. The reviewer's certification will also include a statement that the reviewer is qualified and has no financial interest in the project.

s. Delinquency. Under the terms of the PACE form lender contract attached as Exhibit 3, if a property owner fails to pay an agreed installment when due on the PACE assessment, the lender agrees to take at least the following steps to collect the delinquent installment:

- (1) Mail a written notice of delinquency and demand for payment to the property owner. Lender shall mail a copy of the first notice of delinquency to the holder(s) of any mortgage lien on the Property, to HUD if this is a HUD assisted or FHA insured Project; and to Freddie Mac if the lien is held by Freddie Mac.
- (2) Mail a second notice of delinquency and demand for payment to the property owner at least 30 days after the date of the first notice if the delinquency is continuing; and lender shall also mail a copy of the second notice of delinquency to the holder(s) of any mortgage lien on the Property, to HUD if this is a HUD assisted or FHA insured Project, and to Freddie Mac if the lien is held by Freddie Mac.

The holder(s) of any mortgage lien on the property, HUD, if this is a HUD assisted or FHA insured Project, and Freddie Mac if the mortgage lien is held by Freddie Mac, shall have not less than a 60-day notice and right to cure the delinquency by paying the amount of the delinquent Installment. If property owner or other parties with the right to cure under this contract fails to cure the delinquency on or before the 30th day after the mailing of the second notice of delinquency, lender or its designee may notify the chosen Authorized Representative in writing of a default in payment by property owner. Upon receipt of such notice and after doing its own due diligence, Authorized Representative shall certify the default to the County.

Upon request by the lender, the Authorized Representative will initiate steps to enforce the assessment lien in the same manner as a property tax lien against real property may be enforced. Delinquent installments will incur penalties and interest in the same manner and at the same rate as delinquent property taxes, according to Texas Local Government Code Section 399.014(d), and such statutory penalties and interest will be due to the County to offset the cost of collection.

To ensure that the collection of delinquent installments of assessments is congruent with the collection of delinquent property taxes the following procedures will be followed:

- (1) Any delinquent account on which two thirty (30) day notices of delinquency have been mailed as specified herein shall be enforced by means of Judicial Enforcement.
- (2) Delinquent installments of assessment(s) through November 30 of any year will incur penalties and accrue interest as specified in the Financing Documents.
- (3) On or after February 1 of any year, the Authorized Representative will notify the County Tax Assessor/Collector and the entity that collects delinquent taxes for the County of the amount due as of January 31 of said year. The amount due on January 31 shall become the base amount of delinquency which will incur penalties and accrue interest and collection fees in the same manner and on the same schedule as delinquent property taxes.
- (4) Installments of assessment(s) becoming delinquent after November 30 of any year will incur penalties and accrue interest as specified in the Financing Documents but, notification of the County Tax Assessor/Collector and the entity that collects delinquent taxes for the County shall not occur until February 1 following delinquency. The amount due on January 31 following delinquency shall become the base amount of delinquency which will incur penalties and accrue interest and collection fees in the same manner and on the same schedule as delinquent property taxes.

If the County files suit to enforce collection of an assessment, the County may recover costs and expenses, including its attorney's fees, in a suit to collect a delinquent installment of an assessment in the same manner and at the same rates as in suit to collect delinquent property taxes. If a delinquent installment of an assessment is collected in a judicial foreclosure proceeding, the County may recover the payment of any delinquent ad valorem taxes due to it, and the costs and expenses as set forth in the Texas Tax Code Sec. 33.48, and the Lender will be remitted the net amount of the delinquent assessment installments and any additional sums collected that are due to it under the Financing Documents. The County shall also remit to the Authorized Representative the amount of any administrative fees collected.

- t. Judicial Enforcement: Authorized Representatives are authorized to enter into a contract with the entity that collects delinquent taxes for the County to enforce the collection of delinquent installments of the assessments including interest, penalties, and fees in accordance with Texas Law governing delinquent property tax collection and the agreement between the parties. Any lawsuit to enforce collection of an assessment including foreclosure of a delinquent assessment lien shall be brought in the name of the County. Such lawsuits will be filed and prosecuted in accordance with the statutes, procedures, and rules for the collection of delinquent property taxes.

EXHIBIT 1

MAP OF THE BRAZOS COUNTY PACE REGION

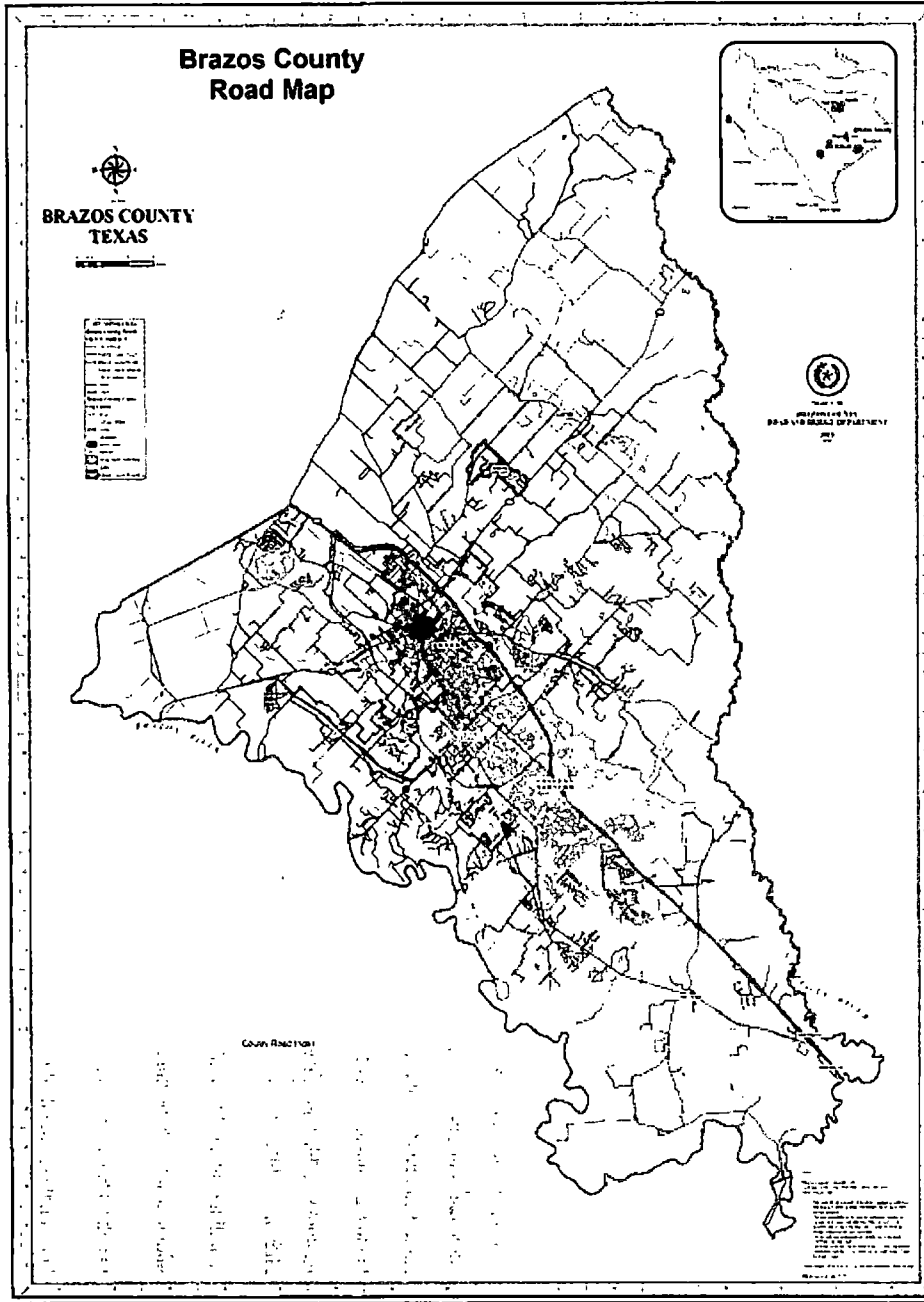


EXHIBIT 2
FORM PACE OWNER CONTRACT

FORM PACE OWNER CONTRACT

THIS PROPERTY ASSESSED CLEAN ENERGY (“PACE”) OWNER CONTRACT including the attached exhibits (“PACE Owner Contract”) is made as of the _____ day of _____, _____ (“Effective Date”), by and between Brazos County, Texas (“Local Government”), and _____ (“Property Owner”). Local Government and Property Owner are hereafter referred to collectively as “the parties” or individually as “party.”

RECITALS

A. The Property Assessed Clean Energy Act (“PACE Act”), Texas Local Government Code Chapter 399, authorizes the governing body of a Local Government to establish a program and designate a region within the Local Government’s jurisdiction within which an authorized representative of the Local Government may enter into written contracts with the record owners of privately owned commercial, industrial, and large multifamily residential (5 or more dwelling units) real property to impose assessments on the property to finance the cost of permanent improvements fixed to the property intended to decrease water or energy consumption or demand.

B. Local Government has established a program under the PACE Act pursuant to a resolution dated October 18, 2016, adopted by the Commissioners Court (“PACE Program”). Pursuant to a resolution dated _____ and adopted by the Commissioners Court, the Program was updated and designated _____ as a representative of Local Government (“Authorized Representative”) authorized to enter into the written contracts with the owners of such property and the providers of such financing described herein. Local Government has designated the entire territory within the boundaries of Brazos County, Texas jurisdiction as a region (the “Region”) within which the Authorized Representative and the record owners of such real property may enter into written contracts to impose assessments to repay the financing by owners of qualified improvements on the owner’s property pursuant to the PACE Program.

C. Property Owner is the legal and record owner of the qualified “real property,” as defined in Section 399.002 of the PACE Act, within the Region located at _____, _____, Texas _____ - _____ (the “Property”). The Property being more particularly described in the Notice of Contractual Assessment Lien, attached hereto as Exhibit A.

D. Pursuant to Application number _____, Property Owner has applied to Local Government to participate in the PACE Program by installing or modifying on the Property certain permanent improvements which are intended to decrease water or energy consumption or demand, and which are or will be fixed to the Property as “qualified improvements”, as defined in Section 399.002 of the PACE Act (the “Qualified Improvements”). The installation or modification of such Qualified Improvements on the Property will be a “qualified project” as defined in Section 399.002 of the PACE Act (the “Project”). Property Owner has requested that

Local Government enter into this PACE Owner Contract pursuant to the PACE Act and the PACE Program and has requested Local Government to impose an assessment (the "Assessment") on the Property as set forth in the Notice Of Contractual Assessment Lien Pursuant To Property Assessed Clean Energy Act to be filed in the Official Public Records of Brazos, County, Texas (the "Notice of Contractual Assessment Lien"), a copy of which is attached hereto as Exhibit A and made a part hereof, to repay the financing of such Qualified Improvements. The Property, Qualified Improvements and Assessment are more fully described in the Notice of Contractual Assessment Lien.

E. Financing of such Qualified Improvements for the Project ("**Financing**") will be provided to Property Owner by _____ ("**Lender**"), a qualified lender selected by Property Owner, pursuant to a written contract executed by Lender and Local Government as required by Section 399.006(c) of the PACE Act (the "**PACE Lender Contract**"). The financing will include only those costs and fees for which an assessment may be imposed under the PACE Act. Local Government has agreed to maintain and continue the Assessment for the benefit of Lender until such financing is repaid in full and to release the Assessment upon notice from Lender of such payment, or to foreclose the lien securing the Assessment for the benefit of Lender upon notice from Lender of a default by Property Owner.

F. As required by Section 399.010 of the PACE Act, Property Owner represents and warrants that it has notified the holder(s) of any mortgage liens on the Property at least thirty (30) days prior to the effective date of this PACE Owner Contract of Property Owner's intention to participate in the PACE Program. The written consent of each mortgage holder to the Assessment was obtained on or prior to the date of this PACE Owner Contract and is attached hereto as Exhibit B and made a part hereof ("**Lender Consents**").

AGREEMENT

The parties agree as follows:

1. Imposition of Assessment. In consideration for the Financing advanced or to be advanced to Property Owner by Lender for the Project under the PACE Program pursuant to the PACE Lender Contract, Property Owner hereby requests and agrees to the imposition by Local Government of the Assessment in the principal amount of \$_____, as set forth in the Notice of Contractual Assessment Lien. In the event the actual total of costs and fees for which an assessment may be imposed under the PACE Act is different from the stated amount or any other term requires correction, Authorized Representative on behalf of Local Government, Property Owner, and Lender agree to execute an amended Owner Contract and Lender Contract, and thereafter Authorized Representative shall record an amended Notice of Contractual Assessment Lien. The Assessment includes the application and administration fees authorized by the PACE Program and Section 399.006(e) of the PACE Act. Property Owner promises and agrees to pay the Assessment, Contractual Interest thereon, any prepayment penalty, and all penalties, interest, fees, attorney's fees, and costs due under and/or authorized by the PACE Act, PACE Program and the financing documents between Property Owner and Lender (the "**Financing Documents**") which are described or listed in Exhibit C attached hereto and made a part hereof by reference.

Property Owner promises and agrees pay such amount and interest to Local Government, in care of or as directed by Lender, in satisfaction of the Assessment imposed pursuant to this PACE Owner Contract and the PACE Act. Accordingly, Local Government hereby imposes the Assessment on the Property to secure the payment of such amount, in accordance with the requirements of the PACE Program and the provisions of the PACE Act.

2. Maintenance and Enforcement of Assessment. In consideration for Lender's agreement to advance Financing to Property Owner for the Project pursuant to the Financing Documents, Local Government agrees to maintain and continue the Assessment on the Property for the benefit of Lender until the Assessment, including all interest, fees, penalties, costs, and other sums due under and/or authorized by the PACE Act, PACE Program and the Financing Documents are paid in full, and to release or cause the release of the Assessment upon notice from Lender of such payment. Local Government, through its delinquent property tax collection process, agrees to undertake reasonable efforts to enforce the Assessment against the Property for the benefit of Lender in the event of a default by Property Owner. Authorized Representative agrees to send an annual notice of assessment to the Property Owner each year there is a PACE lien balance. However, any failure of Local Government or Authorized Representative to deliver an annual notice of assessment to Property Owner will not affect the Assessment or Property Owner's obligations under the PACE Owner Contract.

3. Installments. The Assessment, including the amount financed and contractual interest, is due and payable in installments ("**Installments**") as set forth in the Notice of Contractual Assessment Lien and the Financing Documents. The Assessment shall include: (1) an application fee to be paid by Property Owner to the Authorized Representative at the time of application, and (2) a closing fee (less application fee) paid to the Authorized Representative at the closing of the Financing. The Property Owner is further required to pay a recurring administration fee to Authorized Representative until the Assessment is released. The recurring administration fee amount shall be collected by Lender and paid to the Authorized Representative within thirty (30) days of receipt by Lender. The administration fees amounts due to Authorized Representative are identified in Exhibit C hereto.

(a) If this is a US Department of Housing and Urban Development ("**HUD**") assisted or a Federal Housing Administration ("**FHA**") insured Project, then the Financing Documents shall provide for Installments to be escrowed in a manner acceptable to HUD or FHA lender and paid to Lender.

(b) When the Assessment, together with any prepayment premium, and/or default penalties and interest, if any, has been paid in full, Local Government's rights under this PACE Owner Contract will cease and terminate, except for rights under Section 18, 19, 20, and 21. Upon notice from Lender that all amounts due have been paid in full, Local Government will direct the Authorized Representative to execute a release of the Assessment and this PACE Owner Contract and record the release. As required by Section 399.009(a)(8) of the PACE Act, the Property Owner represents to the Local Government that the period during which such Installments are payable does not exceed the useful life of the Project.

4. Assignment of Right to Receive Installments or Require Enforcement of Lien. Lender will have the right, with or without the consent of Property Owner, to assign or transfer the right to receive the Installments or require Local Government to enforce the assessment lien in the event of a default in payment, together with all corresponding obligations, provided that all of the following conditions are met:

(a) The assignment or transfer is made to a qualified lender as defined in the PACE Lender Contract;

(b) Property Owner, Authorized Representative, the holder(s) of any mortgage lien on the Property, and HUD, if this is a HUD assisted or FHA insured Project are notified in writing of the assignment or transfer and the address to which payment of the future Installments should be mailed not less than 30 days before the next Installment is due according to the payment schedule included in the Financing Documents, and

(c) The assignee or transferee of the right to receive the payments executes an explicit written assumption of all of Lender's rights and obligations under the PACE Lender Contract related to the receipt of the Installments or the enforcement of the assessment lien and provides a copy of such assumption to Property Owner and Authorized Representative not later than ten (10) days after execution of the assignment.

Lender may assign or transfer the right to receive the Installments or the right to require enforcement of the assessment lien separately. Upon written notice to Property Owner and Authorized Representative of an assignment or transfer of the right to receive the installments that meets all of these conditions, the assignor shall be released of all of the obligations of the Lender under such PACE Lender Contract accruing after the date of the assignment assumed by and transferred to such assignee or transferee and all of such obligations shall be assumed by and transferred to the assignee. Any attempt to assign or transfer the right to receive the installments that does not meet all of these conditions is void.

5. Lien Priority and Enforcement. Pursuant to Section 399.014 of the PACE Act:

(a) Delinquent installments of the Assessment will incur penalties and accrue interest in the same manner and in the same amount as delinquent property taxes under Texas law. Statutory penalties and statutory interest payable under this paragraph will be retained by Local Government to compensate it for the cost of enforcing the Assessment. Additional interest at any default rate imposed by Lender pursuant to the Financing Documents, along with any other fees and charges that become due pursuant to the Financing Documents, may be imposed and retained by Lender. To ensure that the collection of delinquent installments of Assessments and other amounts due pursuant to the Financing Documents is congruent with the collection of delinquent property taxes the following procedures will be followed:

(1) Any delinquent account on which two thirty (30) day notices of delinquency have been mailed as specified herein shall be enforced by means of Judicial Enforcement as defined in Section 9(u) in Brazos County's PACE Program Updated Report.¹

(2) Delinquent installments of Assessment(s) through November 30 of any year will incur penalties and accrue interest as specified in the Financing Documents.

(3) On or after February 1 of any year, the Authorized Representative will notify the County Tax Assessor/Collector and the entity that collects delinquent taxes for the County of the amount due as of January 31 of said year. The amount due on January 31 shall become the base amount of delinquency which will incur penalties and accrue interest and collection fees in the same manner and on the same schedule as delinquent property taxes.

(4) Installments of Assessment(s) becoming delinquent after November 30 of any year will incur penalties and accrue interest as specified in the Financing Documents but, notification of the County Tax Assessor/Collector and the entity that collects delinquent taxes for the County shall not occur until February 1 following delinquency. The amount due on January 31 following delinquency shall become the base amount of delinquency which will incur penalties and accrue interest and collection fees in the same manner and on the same schedule as delinquent property taxes.

(b) The Assessment, together with any penalties and interest thereon,

(1) is a first and prior lien against the Property from the date on which the Notice of Contractual Assessment Lien is filed in the Official Public Records of Brazos County as provided by Section 399.013 of the PACE Act, until the financing secured by the Assessment and any penalties and interest (including any Contractual Interest and penalties) are paid; and

(2) such lien has the same priority status as a lien for any other ad valorem tax.

(c) Pursuant to Section 399.014(b) of the PACE Act, the lien created by the Assessment runs with the land, and according to, any portion of the Assessment that has not yet become due shall not be eliminated by foreclosure of (i) a property tax lien, or (ii)

¹ **Judicial Enforcement:** The Authorized Representative is authorized to enter into a contract with the entity that collects delinquent taxes for the County to enforce the collection of delinquent installments of the Assessments including interest, penalties, and fees in accordance with Texas Law governing delinquent property tax collection and the agreement between the parties. Any lawsuit to enforce collection of an Assessment including foreclosure of a delinquent Assessment lien shall be brought in the name of the Local Government. Such lawsuits will be filed and prosecuted in accordance with the statutes, procedures, and rules for the collection of delinquent property taxes.

the lien for a past due portion of the Assessment. In the event of a sale or transfer of the Property by Property Owner, the obligation for the Assessment and the Property Owner's obligations under the Financing Documents will be transferred to the succeeding owner without recourse on Local Government or Authorized Representative and with recourse on Property Owner only for any unpaid installments of the Assessment that became due during Property Owner's period of ownership.

(d) In the event of a default by Property Owner in payment of the installments called for by the Financing Documents, the lien created by the Assessment will be enforced by Local Government, in the same manner according to Texas Tax Code Secs. 33.41 through 34.23 that a property tax lien against real property may be enforced by a local government, to the extent the enforcement is consistent with Section 50, Article XVI, Texas Constitution.

(e) In a suit to collect a delinquent Installment of the Assessment, Local Government will be entitled to recover costs and expenses, including attorney's fees, penalties, and interest due, in the same manner according to Texas Tax Code Sec. 33.48 as in a suit to collect a delinquent property tax. Lender shall be entitled to any additional sums due to it under the Financing Documents in connection with a suit to collect a delinquent Installment of the Assessment.

(f) Distribution of Proceeds of a foreclosure sale pursuant to a Judgment ordering foreclosure of Property Tax Lien(s) and delinquent installments(s) of an Assessment Lien shall be made in the following order:

- (1) the payment of the costs of suit and sale;
- (2) the payment of ad valorem taxes, penalties, interest, and attorney's fees due under the judgment; and
- (3) the payment of delinquent installment(s) of the Assessment, penalties, interest, fees, costs, and attorney's fees due under the judgment.

(g) As provided in Section 399.014 (a-1) of the PACE Act, after the Notice of Contractual Assessment Lien is recorded in the Official Public Records of the County in which the Property is located, the lien created by the Assessment may not be contested on the basis that the improvement is not a "qualified improvement" or the project is not a "qualified project", as such terms are defined in Section 399.002 of the PACE Act.

6. Written Contract Required by PACE Act. This PACE Owner Contract constitutes a written contract for the Assessment between the Property Owner and Local Government as required by Section 399.005 of the PACE Act. The Notice of Contractual Assessment Lien will be recorded in the Official Public Records of Brazos County as public notice of the contractual Assessment, in accordance with the requirements of Section 399.013 of the PACE Act.

7. Qualified Improvements. Property Owner agrees that all improvements purchased, constructed, and/or installed through the financing obtained pursuant to this PACE Owner Contract

shall be permanently affixed to the Property and will transfer with the Property to the transferee in the event of a sale or transfer of the Property. Property Owner agrees to provide to Authorized Representative within 30 days after the completion of the Project a verification by an independent third-party reviewer ("ITPR") that the project was properly completed and is operating as intended. Property Owner agrees that Lender may retain the final advance of Financing until such verification is submitted or require Property Owner to pay liquidated damages for a failure to do so, according to paragraph 19 below.

8. Water or Energy Savings. For so long as the Assessment encumbers the Property, Property Owner agrees, on or before January 31st of each year, to report to Authorized Representative the water or energy savings realized through the Project in accordance with the reporting requirements established by Local Government.

9. Construction and Definitions. This PACE Owner Contract is to be construed in accordance with and with reference to the PACE Program and PACE Act. Terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the PACE Program and/or the PACE Act.

10. Binding Effect. This PACE Owner Contract is binding upon and inures to the benefit of the parties hereto and their respective heirs, successors, representative, agents, and assigns.

11. Notices. All notices and other communications required or permitted by this PACE Owner Contract shall be in writing and delivered by first class mail return receipt requested or by electronic mail with written confirmation of receipt, addressed to the other party at its address shown below the signature of such party or at such other address as such party may from time to time designate in writing to the other party, and shall be effective from the date of receipt.

12. Governing Law and Venue. This PACE Owner Contract shall in all respects be governed by and construed in accordance with the laws of the State of Texas without regard to Texas' choice of law provisions. Venue for any disputes or suits between the parties arising from or related to this PACE Owner Contract shall be in a state court located in the Region, and the parties consent to the personal and subject matter jurisdiction of such state court.

13. Entire Agreement. This PACE Owner Contract and its Exhibits constitutes the entire agreement between Local Government and Property Owner with respect to the subject matter hereof and may not be amended or altered in any manner except by a document in writing executed by both parties.

14. If this is a HUD assisted or FHA insured Project, then HUD and FHA must also consent in writing to any amendment or alteration of this PACE Owner Contract, for as long as the Project remains HUD assisted or FHA insured.

15. Captions. Paragraph and section titles are for convenience of reference only and shall not be of any legal effect.

16. Counterparts. This PACE Owner Contract may be executed in any number of counterparts, and each counterpart may be delivered on paper or by electronic transmission, all of which when taken together will constitute one agreement binding on the parties, notwithstanding that all parties are not signatories to the same counterpart.

17. Interest. Interest and penalties in the event of default, as provided above, are explicitly authorized by Section 399.014(d) of the PACE Act. However, in no event will the total amount of interest on the Assessment, including statutory interest payable to Local Government and Contractual Interest payable to Lender under the Financing Documents, exceed the maximum amount or rate of nonusurious interest that may be contracted for, charged, or collected under Texas law (the “**Usury Limit**”). If the total amount of interest payable to Local Government exceeds the Usury Limit, the interest payable to Local Government will be reduced and any interest in excess of the Usury Limit will be credited to the amount payable to Local Government or refunded. This provision overrides any conflicting provisions in this PACE Owner Contract.

18. Costs. No provisions of this PACE Owner Contract will require Local Government to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder.

19. Inspection and Audits. Local Government’s representatives may perform, or have performed, (a) audits of Property Owner’s documents, books and records, and (b) inspections of all places where Qualified Improvements are undertaken in connection with this PACE Owner Contract. Property Owner shall keep its documents, books and records available for this purpose for at least three (3) years after this PACE Owner Contract terminates. This provision does not affect the applicable statute of limitations.

20. Further Assurances. Property Owner further covenants and agrees to do, execute and deliver, or cause to be done, executed, and delivered all such further acts for implementing the intention of this PACE Owner Contract as may be reasonably necessary or required.

21. Release. PROPERTY OWNER AGREES TO AND SHALL RELEASE THE LOCAL GOVERNMENT, ITS AUTHORIZED REPRESENTATIVES, AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE “RELEASED PERSONS”) FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS CONTRACT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE RELEASED PERSON’S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE RELEASED PERSON’S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, AND EVEN IF THE INJURY, DEATH, DAMAGE OR LOSS IS CAUSED BY THE RELEASED PERSON’S WRONGFUL OR NEGLIGENT ENFORCEMENT OF THE ASSESSMENT OR FORECLOSURE, ACTION OR INACTION.

22. Indemnification. TO THE MAXIMUM EXTENT ALLOWED BY LAW, PROPERTY OWNER SHALL INDEMNIFY AND HOLD LOCAL GOVERNMENT, ITS

AUTHORIZED REPRESENTATIVES, AND THEIR RESPECTIVE AFFILIATES, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS (EACH SUCH PERSON HEREIN REFERRED TO AS AN "INDEMNITEE") ABSOLUTELY HARMLESS FROM AND AGAINST ALL CLAIMS, LIABILITIES, LOSSES, DAMAGES, OBLIGATIONS OR RELATED EXPENSES INCURRED BY OR IMPOSED UPON OR ALLEGED TO BE DUE OF INDEMNITEE IN CONNECTION WITH THE EXECUTION OR DELIVERY OF THIS PACE OWNER CONTRACT, THE NOTICE OF CONTRACTUAL ASSESSMENT LIEN, THE FINANCING DOCUMENTS, AND ANY OTHER DOCUMENT OR ANY OTHER AGREEMENT OR INSTRUMENT CONTEMPLATED HEREBY OR THEREBY, THE PERFORMANCE BY THE PARTIES HERETO OF THEIR RESPECTIVE OBLIGATIONS HEREUNDER OR THEREUNDER, THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, OR, IN THE CASE OF ANY INDEMNITEE, THE ADMINISTRATION OF THIS PACE OWNER CONTRACT AND ANY OTHER AGREEMENTS RELATED TO THE PROJECT. However, If HUD later acquires title to all or any portion of Property pursuant to a foreclosure, deed in lieu of foreclosure, or otherwise, then notwithstanding anything in this PACE Owner Contract to the contrary, HUD shall not be obligated to indemnify any Indemnatee or entity or be liable for, or to carry out, any indemnity.

23. No Personal Liability. Pursuant to Section 399.019 of the PACE Act, the Property Owner acknowledges that the members of the governing body of the Local Government, other elected officials of a local government, employees of a local government, and board members, executives, employees, and contractors of a third party who enter into a contract with a Local Government to provide administrative services for a program under this chapter are not personally liable as a result of exercising any rights or responsibilities under the PACE Program or any agreement in furtherance of the PACE Program.

24. Construction Terms. If the PACE Lender Contract includes requirements related to the construction of the Project and disbursement of Financing, such requirements are set forth in Exhibit D attached hereto and incorporated herein by reference. Such requirements may include, among other things, (1) the disbursement schedule and (2) any holdback amount to be funded following verification of final Project completion.

PROPERTY OWNER:

By: _____

Name: _____

Title: _____

Address: _____

Email address: _____

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF _____ §

This PACE Owner Contract pursuant to Property Assessed Clean Energy Act was acknowledged before me on _____, _____ by _____, _____, on behalf of _____.

_____ (print name)

NOTARY PUBLIC, STATE OF TEXAS

LOCAL GOVERNMENT:

BRAZOS COUNTY, TEXAS

By: _____
AUTHORIZED REPRESENTATIVE
Pursuant to Tex. Local Gov't Code §399.006(b)

By: _____

Name: _____

Title: _____

Address: _____

Email Address: _____

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF _____ §

This PACE Owner Contract pursuant to Property Assessed Clean Energy Act was acknowledged before me on _____, 20__ by _____ of _____, on behalf of said corporation and as Authorized Representative for the Local Government.

(print name)

NOTARY PUBLIC, STATE OF TEXAS

OWNER CONTRACT EXHIBIT A
NOTICE OF CONTRACTUAL ASSESSMENT LIEN
PURSUANT TO
PROPERTY ASSESSED CLEAN ENERGY ACT

OWNER CONTRACT EXHIBIT B
MORTGAGE HOLDER(S) CONSENT

OWNER CONTRACT EXHIBIT D
CONSTRUCTION TERMS

Retainage or Liquidated Damages:

Lender will retain _____% of the Financing until a report of completion by a qualified Independent Third Party Reviewer (“ITPR”) is provided to Authorized Representative.

OR

Property Owner will pay liquidated damages to Lender of \$_____ per day for every day after 30 days following completion of the Project that such a report of completion is not provided. Lender will then provide the report of completion to Authorized Representative.

Additional Construction Terms

Date	Draw down Amount	Purpose

EXHIBIT 3
FORM PACE LENDER CONTRACT

FORM PACE LENDER CONTRACT

THIS PROPERTY ASSESSED CLEAN ENERGY (“PACE”) LENDER CONTRACT including the attached exhibit (“PACE Lender Contract”) is made as of the _____ day of _____, _____, (“Effective Date”) by and between Brazos County, Texas (“Local Government”) and _____ (“Lender”). Local Government and Lender are hereafter referred to collectively as “the parties” or individually as “party.”

RECITALS

A. The Property Assessed Clean Energy Act (“PACE Act”), Texas Local Government Code Chapter 399, authorizes the governing body of a Local Government to establish a program and designate a region within the local government’s jurisdiction within which an authorized representative of the Local Government may enter into written contracts with the record owners of privately owned commercial, industrial, and large multifamily residential (5 or more dwelling units) real property to impose assessments on the property to finance the cost of permanent improvements fixed to the property intended to decrease water or energy consumption or demand.

B. Local Government has established a program under the PACE Act pursuant to a resolution dated October 18, 2016, adopted by the Commissioners Court (“PACE Program”). Pursuant to a resolution dated _____ and adopted by the Commissioners Court, the Program was updated and designated _____ as the representative of Local Government (“Authorized Representative”) authorized to enter into the written contracts with the owners of such property and the providers of such financing described herein. Local Government has designated the entire territory within the boundaries of Brazos County, Texas jurisdiction as a region (the “Region”) within which the Authorized Representative and the record owners of such real property may enter into written contracts to impose assessments to repay the financing by owners of qualified improvements on the owner’s property pursuant to the PACE Program.

C. Pursuant to Project Application Number _____, _____ (“Property Owner”), the sole legal and record owner of the following qualified “real property,” as defined in Section 399.002 of the PACE Act, within the Region has applied to Local Government to participate in the PACE Program with respect to certain real property located at _____, _____, Texas, _____ - _____ (the “Property”) (the Property being more particularly described in the Notice of Contractual Assessment Lien, attached hereto as Exhibit A to the PACE Owner Contract which appears below as Exhibit A to this PACE Lender Contract) by installing or modifying on the Property certain permanent improvements which are intended to decrease water or energy consumption or demand, and which are or will be fixed to the Property as “qualified improvements”, as defined in Section 399.002 of the PACE Act (“Qualified Improvements”). The installation or modification of such Qualified Improvements

on the Property will be a “qualified project” as defined in Section 399.002 of the PACE Act (the “Project”).

D. Property Owner and Local Government have entered into a written contract as required by Section 399.005 of the PACE Act, a copy of which is attached hereto as Exhibit A and made a part hereof (the “PACE Owner Contract”), in which Property Owner has requested that Local Government impose an assessment (the “Assessment”) on the Property as set forth in the Notice Of Contractual Assessment Lien Pursuant To Property Assessed Clean Energy Act to be filed in Official Public Records of Brazos County, Texas (the “Notice of Contractual Assessment Lien”), to repay the financing of such Qualified Improvements. A copy of the Notice of Contractual Assessment Lien is attached as Exhibit A to the PACE Owner Contract which appears below as Exhibit A to this PACE Lender Contract and made a part hereof. The Property, Qualified Improvements, and Assessment are more fully described in the Notice of Contractual Assessment Lien.

E. Financing for the Project (the “Financing”) shall be provided to Property Owner by Lender in accordance with financing documents which are described in or copies of which are attached as Exhibit C to the PACE Owner Contract attached hereto as Exhibit A and made a part hereof (“Financing Documents”). Such Financing includes only those costs and fees for which an assessment may be imposed under Section 399.006(e) of the PACE Act. This PACE Lender Contract is entered into between Local Government and Lender as required by Section 399.006(c) of the PACE Act to provide for repayment of the Financing secured by the Assessment.

F. As required by Section 399.010 of the PACE Act, Property Owner represents and warrants that they have notified the holder(s) of any mortgage lien(s) on the Property at least thirty (30) days prior to the effective date of the PACE Owner Contract of Property Owner’s intention to participate in the PACE Program. The written consent of each mortgage lien holder to the Assessment was obtained on or prior to the effective date of the PACE Owner Contract, as shown by the copy of such consent(s) attached as Exhibit B to the PACE Owner Contract which appears below as Exhibit A to this PACE Lender Contract (“Lender Consent(s)”).

AGREEMENT

The parties agree as follows:

1. Maintenance and Enforcement of Assessment. Lender agrees to provide Financing for the Project in the total principal amount of \$ _____, according to the terms set out in the Financing Documents attached hereto as Exhibit C to the PACE Owner Contract attached as Exhibit A. In the event the actual total of costs and fees for which an assessment may be imposed under the PACE Act is different from the stated amount or any other term requires correction, Authorized Representative on behalf of Local Government, Property Owner, and Lender agree to execute an amended PACE Owner Contract and PACE Lender Contract, and thereafter Authorized Representative shall record an amended Notice of Contractual Assessment Lien. In consideration for the Financing provided or to be provided by Lender for the Project, and subject to the terms and conditions of this PACE Lender Contract, Local Government agrees to maintain and continue the Assessment for the benefit of Lender until the Assessment, all contractual interest (“Contractual Interest”), any prepayment penalty, and any penalties, interest, attorney’s fees,

and/or costs due under or authorized by the PACE Act and the Financing Documents are paid in full, and to release the Assessment upon notice from Lender of such payment in full. Authorized Representative shall record release of the lien in the real property records of Brazos County. Local Government shall not release, sell, assign or transfer the Assessment or the lien securing it without the prior written consent of Lender. Upon written request of Lender, and with the written consent of Property Owner, Authorized Representative on behalf of Local Government may execute a partial release of the assessment lien and record the partial release. Local Government agrees to enforce the assessment lien against the Property at the request of Lender in the event of a default in payment by Property Owner in accordance with the provisions set forth in paragraph 6 below as may be limited by applicable law. Local Government shall have no obligation to repurchase the Assessment and no liability to Lender should there be a default in the payment thereof or should there be any other loss or expense suffered by Lender or under any other circumstances.

2. Installments. The Assessment and Contractual Interest thereon are due and payable to Lender in installments (“**Installments**”) according to the payment schedule set forth in the Financing Documents attached hereto as Exhibit C to the PACE Owner Contract attached as Exhibit A. To participate in the PACE Program, the Property Owner is required to pay (1) an application fee to Authorized Representative at the time of the application; (2) a closing fee (less the application fee) to Authorized Representative at the time of closing; and (3) a recurring administration fee to Authorized Representative until the Assessment is released. The recurring administration fee amount shall be collected by Lender and paid to Authorized Representative not later than thirty (30) days after receipt by Lender, unless otherwise agreed to in writing by Authorized Representative. Notwithstanding the foregoing, in the event of delinquency in the payment of any Installment, Lender shall, upon notice to Authorized Representative, withhold payment of any amounts due to Authorized Representative in connection with such Installment until the Installment is paid. Lender agrees that any such temporary withholding shall not reduce the amount of administration fees included in the Assessment or due to Authorized Representative. The amounts due to Authorized Representative are identified in Exhibit C to the PACE Owner Contract attached hereto as Exhibit A. As required by Section 399.009(a)(8) of the PACE Act, the period during which such Installments are payable does not exceed the useful life of the Project. When the Assessment together with any prepayment premium, and/or default penalties and interest, if any, has been paid in full, Local Government’s rights under this Lender Contract will cease and terminate, except for rights under Section 18, 19, 20 and 21. Upon notice from Lender that all amounts owing have been paid in full, Authorized Representative will execute a release of the Assessment and this Lender Contract. Thereafter, the Authorized Representative will record the release.

3. Assignment of Right to Receive Installments or Require Enforcement of Lien. Lender has the right, without the consent of Property Owner, to assign or transfer the right to receive the Installments or require Local Government to enforce the assessment lien in the event of a default in payment, together with the corresponding obligations, provided that all of the following conditions are met:

(a) The assignment or transfer is made to a qualified lender, which may be one of the following:

(1) Any federally insured depository institution such as a bank, savings bank, savings and loan association and federal or state credit union;

(2) Any insurance company authorized to conduct business in one or more states;

(3) Any registered investment company, registered business development company, or a Small Business Administration small business investment company;

(4) Any publicly traded entity; or

(5) Any private entity that:

(i) Has a minimum net worth of \$5 million;

(ii) Has at least three years' experience in business or industrial lending or commercial real estate lending (including multifamily lending), or has a lending officer that has at least three years' experience in business or industrial lending or commercial real estate lending;

(iii) Can provide independent certification as to availability of funds; and

(iv) Has the ability to carry out, either directly or through a servicer, the bookkeeping and customer service work necessary to manage the assessment accounts.

(6) A financially stable entity, whether or not from the list above, with the ability to carry out, either directly or through a servicer, the obligations of this PACE Lender Contract related to the receipt and accounting of the Installments or the enforcement of the assessment lien.

(b) Lender shall notify Property Owner and Authorized Representative in writing of the assignment or transfer and the address to which payment of the future Installments should be mailed not less than 30 days before the next Installment is due according to the payment schedule included in the Financing Documents. The Lender shall also notify the holder(s) of any mortgage lien at the mailing address in the Lender Consent(s), or a subsequent address provided by any mortgage lien holder and, if this is a US Department of Housing and Urban Development ("HUD") assisted or a Federal Housing Administration ("FHA") insured Project, at the address below or a subsequent address provided by HUD.

US Department of Housing and Urban Development
Fort Worth Regional Office
307 W. 7th St., Suite 1000
Fort Worth, Texas 76102

(c) The assignee or transferee shall execute a written assumption agreement according to the Financing Documents of all of Lender's rights and obligations under this PACE Lender Contract related to the receipt of the Installments or enforcement of the assessment lien and provide a copy of such assumption to Property Owner and Authorized Representative not later than 10 days after execution of the agreement. Such written agreement must contain a certification by the Lender and the assignee that all of the conditions in this Section 3 have been met. Lender may assign or transfer the right to receive the Installments or the right to require enforcement of the assessment lien separately.

Upon written notice of an assignment or transfer that complies with all of the foregoing conditions, the assignor shall be released of all of the rights and obligations of the Lender under this PACE Lender Contract accruing after the effective date of the assignment that are specified in the assignment or transfer document, and all of such rights and obligations shall be assumed by and transferred to the assignee. Any attempt to assign or transfer the right to receive the Installments or to require enforcement of the assessment lien that does not comply with all of the foregoing conditions is void. Lender shall retain all of the rights and obligations of Lender under this PACE Lender Contract until such rights and obligations are assigned or transferred according to this section.

4. Financing Responsibility. Lender assumes full responsibility for determining the financial ability of the Property Owner to repay the Financing, advancing the funds as set forth in the Financing Documents and performing Lender's obligations and responsibilities thereunder. In the event the assessment lien on the Property is enforced by foreclosure as provided below, Lender shall have no further obligations to Property Owner with respect to the Installments that were the subject of the foreclosure, but Lender shall retain the rights to enforcement of the lien for any Installments that are not eliminated by the foreclosure, and the succeeding owner of the Property shall be subject to such lien.

5. Lien Priority and Enforcement. As provided in the PACE Owner Contract and Sections 399.014 and 399.015 of the PACE Act:

(a) Delinquent Installments of the Assessment incur penalties and accrue interest on the principal of the Installment in the same manner and in the same amount as delinquent property taxes. Statutory penalties and statutory interest payable under this paragraph will be retained by Local Government to compensate it for the cost of enforcing the Assessment. Additional interest at any default rate imposed by Lender pursuant to the Financing Documents, along with any other fees and charges that become due pursuant to the Financing Documents may be imposed and retained by Lender. To ensure that the collection of delinquent installments of Assessments is congruent with the collection of delinquent property taxes the following procedures will be followed:

(1) Any delinquent account on which two thirty (30) day notices of delinquency have been mailed as specified herein shall be enforced by means of Judicial Enforcement.

(2) Delinquent installments of Assessment(s) through November 30 of any year will incur penalties and accrue interest as specified in the Financing Documents.

(3) On or after February 1 of any year, the Authorized Representative will notify the County Tax Assessor/Collector and the entity that collects delinquent taxes for the County of the amount due as of January 31 of said year. The amount due on January 31 shall become the base amount of delinquency which will incur penalties and accrue interest and collection fees in the same manner and on the same schedule as delinquent property taxes.

(4) Installments of Assessment(s) becoming delinquent after November 30 of any year will incur penalties and accrue interest as specified in the Financing Documents but, notification of the County Tax Assessor/Collector and the entity that collects delinquent taxes for the County shall not occur until February 1 following delinquency. The amount due on January 31 following delinquency shall become the base amount of delinquency which will incur penalties and accrue interest and collection fees in the same manner and on the same schedule as delinquent property taxes.

(b) The Assessment and any interest and penalties thereon,

(1) are a first and prior lien against the Property from the date on which the Notice of Contractual Assessment Lien is recorded in the real property records of Brazos County, as provided by Section 399.013 of the PACE Act, until the Assessment, interest, and penalty is paid; and

(2) such lien has the same priority status as a lien for any other ad valorem tax, pursuant to Section 399.014(a)(2) of the PACE Act.

(c) Pursuant to Section 399.014(b) of the PACE Act, the lien created by the Assessment runs with the land, and any portion of the Assessment that has not yet become due will not be eliminated by foreclosure of (i) a property tax lien, or (ii) the lien for a delinquent Installment of the Assessment. Accordingly, Installments may not be accelerated in the event of default. In the event of a sale or transfer of the Property by Property Owner, the obligation for the Assessment and the Property Owner's obligations under the Financing Documents shall be transferred to the succeeding owner without recourse to Lender, Local Government or Authorized Representative.

(d) In the event of a default by Property Owner in payment of an Installment called for by the Financing Documents or the filing of a case under the U.S. Bankruptcy Code by or against Property Owner, the lien created by the Assessment shall be enforced by Local Government for the benefit of Lender according to paragraph 6(c) below in the same manner according to Texas Tax Code Secs. 33.41 through 34.23 that a property tax lien against real property may be enforced by a local government, to the extent the enforcement is consistent with Section 50, Article XVI, Texas Constitution.

(e) In a suit to collect a delinquent Installment of the Assessment, Local Government shall be entitled to recover costs and expenses, including attorney's fees, penalties, and interest due, in the same manner according to Texas Tax Code Sec. 33.48 as in a suit to collect a delinquent property tax. Lender shall be entitled to any additional sums due to it under the Financing Documents in connection with a suit to collect a delinquent Installment of the Assessment.

(f) Notwithstanding any other provisions in this PACE Lender Contract except Section 16 hereof, distribution of Proceeds of a foreclosure sale pursuant to a Judgment ordering foreclosure of Property Tax Lien(s) and delinquent installments(s) of an Assessment Lien shall be disbursed in the following order:

- (1) the payment of the costs of suit and sale;
- (2) the payment of ad valorem taxes, and associated penalties, interest, and attorney's fees due under the judgment; and
- (3) the payment of delinquent installment(s) of the Assessment, and associated penalties, interest, fees, costs, and attorney's fees due under the judgment.

(g) As provided in Section 399.014(a-1) of the PACE Act, after written notice of the Assessment is recorded in the real property records of the county in which the Property is located, the lien created by the Assessment may not be contested on the basis that the improvement is not a "qualified improvement" or the Project is not a "qualified project", as such terms are defined in Section 399.002 of the PACE Act.

6. Servicing and Enforcement of Assessment.

(a) Servicing. The Installments and other amounts due under the Financing Documents will be billed, collected, received, and disbursed in accordance with the procedures set out in the Financing Documents. Lender or its designee shall be responsible for all servicing duties other than those specifically undertaken by Local Government in this PACE Lender Contract. If this is a HUD assisted or FHA insured Project, then the Financing Documents (i) shall provide for Installments to be escrowed in a manner acceptable to HUD or FHA lender and paid to Lender, and (ii) not make Installments more frequent than semi-annually. Authorized Representative shall deliver an annual notice of assessment to Property Owner by first-class mail or electronic mail each year until the Assessment is released. Any failure of Local Government or Authorized Representative to deliver an annual notice of assessment to Property Owner shall not affect the Assessment or Property Owner's obligations under the PACE Owner Contract.

(b) Remittances. Each of the parties covenants and agrees to promptly remit to the other party any payments incorrectly received by such party with respect to the Assessment after the execution of this PACE Lender Contract.

(c) **Default and Enforcement.** In the event of a default in payment of any Installment according to the Financing Documents, Lender agrees to take at least the following steps to collect the delinquent Installment:

(1) Mail a written notice of delinquency and demand for payment to the Property Owner by both certified mail, return receipt requested, and first-class mail. Lender shall mail a copy of the first notice of delinquency to the holder(s) of any mortgage lien on the Property, to HUD if this is a HUD assisted or FHA insured Project; and to Freddie Mac if the lien is held by Freddie Mac.

(2) Mail a second notice of delinquency and demand for payment to the Property Owner by both certified mail, return receipt requested, and first-class mail at least 30 days after the date of the first notice if the delinquency is continuing; and Lender shall also mail a copy of the second notice of delinquency to the holder(s) of any mortgage lien on the Property, to HUD if this is a HUD assisted or FHA insured Project, and to Freddie Mac if the lien is held by Freddie Mac.

The holder(s) of any mortgage lien on the Property, HUD, if this is a HUD assisted or FHA insured Project, and Freddie Mac if the mortgage lien is held by Freddie Mac, shall have not less than a 60-day notice and right to cure the delinquency by paying the amount of the delinquent Installment.

If Property Owner or other parties with the right to cure under this contract fails to cure the delinquency on or before the 30th day after the mailing of the second notice of delinquency, Lender or its designee may notify Authorized Representative in writing of a default in payment by Property Owner. Upon receipt of such notice and after doing its own due diligence, Authorized Representative shall certify the default to Local Government, which shall then enforce the assessment lien for the benefit of Lender pursuant to Sec. 399.014(c) of the PACE Act, in the same manner as a property tax lien against real property may be enforced, to the extent the enforcement is consistent with Section 50, Article XVI, Texas Constitution. However, if a case under the U.S. Bankruptcy Code is filed by or against Property Owner or if the enforcement of the assessment lien is prevented by the order of a court, Local Government shall notify Authorized Representative and shall file a proof of claim for the balance of the Assessment, accrued interest and penalties, and all costs and expenses, including attorney's fees, as authorized by Section 399.014 of the PACE Act. Authorized Representative shall notify Lender of the filing of the proof of claim. Lender shall not be required to mail a notice of delinquency to Property Owner or a notice of default to Local Government. Lender shall reimburse Local Government for any costs and expenses, including attorney's fees, required to file and present the claim.

(d) **Priority.** Pursuant to Sec. 399.014(a)(2) of the PACE Act, if the assessment lien is enforced by foreclosure or collected through a bankruptcy or similar proceeding, the delinquent Installment(s) and any interest, costs, and penalties on them shall have the same priority status as a secured claim for any other ad valorem tax. The parties understand that the assessment lien is a statutory tax lien under Sec. 399.014 of the PACE Act.

(e) **Final Payment and Release.** When the Assessment, Contractual Interest, any prepayment penalty, and any penalties, interest, fees, attorney fees, and costs due under

or authorized by the PACE Act or the Financing Documents have been paid in full, Local Government's rights under the PACE Owner Contract shall cease and terminate. Upon notice from Lender that all amounts due have been paid in full, Authorized Representative on behalf of Local Government, shall execute a release of the Assessment and the PACE Owner Contract and record the release.

(f) Limitations on Local Government's Actions. Local Government shall not enter into any amendment or modification of or deviation from the PACE Owner Contract without the prior written consent of Lender. Local Government or Authorized Representative shall not institute any legal action with respect to the PACE Owner Contract, the Assessment, or the assessment lien without the prior written request of Lender.

(g) Limitations of Local Government's Obligations. Local Government undertakes to perform only such duties as are specifically set forth in this PACE Lender Contract, and no implied duties on the part of Local Government are to be read into this PACE Lender Contract. Local Government shall not be deemed to have a fiduciary or other similar relationship with Lender. Local Government may request written instructions for action from Lender and refrain from taking action until it receives satisfactory written instructions. Local Government shall have no liability to any person for following such instructions, regardless of whether they are to act or refrain from acting.

(h) Costs. No provisions of this PACE Lender Contract will require Local Government to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder.

7. Lender's Warranties and Representations. With respect to this PACE Lender Contract, Lender hereby warrants and represents that on the Effective Date of this PACE Lender Contract:

(a) Lender is a qualified lender under the PACE Program, as defined in paragraph 3(a) above, and is fully qualified under the PACE Program to enter into this PACE Lender Contract and the Financing Documents;

(b) Lender has independently and without reliance upon Local Government conducted its own credit evaluation, reviewed such information as it has deemed adequate and appropriate, and made its own analysis of the PACE Owner Contract, the Project, and Property Owner's financial ability to perform the financial obligations set out in the Financing Documents; and

(c) Lender has not relied upon any investigation or analysis conducted by, advice or communication from, or any warranty or representation by Local Government, Authorized Representative, or any agent or employee of Local Government or Authorized Representative, express or implied, concerning the financial condition of the Property Owner or the tax or economic benefits of an investment in the Assessment.

8. Written Contract Required by the PACE Act. This PACE Lender Contract constitutes a written contract between Local Government and Lender, as required under Section 399.006(c) of the PACE Act.

9. Construction and Definitions. This PACE Lender Contract is to be construed in accordance with and with reference to the PACE Program and PACE Act. Terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the PACE Program, or the PACE Act.

10. Binding Effect. This PACE Lender Contract is binding upon and inures to the benefit of the parties hereto and their respective representatives, agents, successors, and assigns.

11. Notices. Unless otherwise specifically provided herein, all notices and other communications required or permitted hereunder shall be in writing and delivered by first-class mail return receipt requested or by electronic mail with written confirmation of receipt, addressed to the other party at the address stated below the signature of such party or at such other address as such party may from time to time designate in writing to the other party, and shall be effective from the date of receipt.

12. Governing Law and Venue. This PACE Lender Contract shall in all respects be governed by and construed in accordance with the laws of the State of Texas without regard to Texas' choice of law provisions. Venue for any disputes or suits between the parties arising from or related to this PACE Lender Contract shall be in a state court located in the Region, and the parties consent to the personal and subject matter jurisdiction of such state court.

13. Entire Agreement. This PACE Lender Contract, including its exhibit, constitutes the entire agreement between Local Government and Lender with respect to the subject matter hereof and shall not be amended or altered in any manner except by a document in writing executed by both parties. If this is a HUD assisted or FHA insured Project, then HUD or FHA must also consent in writing to any amendment or alteration of this PACE Lender Contract, for as long as the Project remains HUD assisted or FHA insured.

14. Further Assurances. Lender further covenants and agrees to do, execute and deliver, or cause to be done, executed, and delivered all such further acts for implementing the intention of this PACE Lender Contract as may be reasonably necessary or required.

15. Captions. Paragraph and section titles are for convenience of reference only and shall not be of any legal effect.

16. Counterparts. This PACE Lender Contract may be executed in any number of counterparts, and each counterpart may be delivered on paper or by electronic transmission, all of which when taken together shall constitute one agreement binding on the parties, notwithstanding that all parties are not signatories to the same counterpart.

17. Interest. Interest and penalties in the event of default, as provided above, are explicitly authorized by Section 399.014(d) of the PACE Act. However, in no event will the total amount of interest on the Assessment, including statutory interest payable to Local Government and Contractual Interest payable to Lender under the Financing Documents, exceed the maximum

amount or rate of nonusurious interest that may be contracted for, charged, or collected under Texas law (the “**Usury Limit**”). If the total amount of interest payable to Local Government and Contractual Interest payable to Lender exceeds the Usury Limit, interest payable to Local Government shall be reduced and any interest in excess of the Usury Limit shall be credited to the amount payable to Local Government or refunded. This provision overrides any conflicting provisions in this PACE Lender Contract.

18. **Certification.** Local Government certifies that the PACE Program has been duly adopted and is in full force and effect on the Effective Date of this PACE Lender Contract. Property Owner has represented to Lender and Local Government that the Project is a “qualified project” as defined in the PACE Program and Section 399.002 of the PACE Act. The Assessment has been imposed on the Property as a lien in accordance with the PACE Owner Contract and the PACE Act. Local Government has not assigned or transferred any interest in the Assessment or the PACE Owner Contract.

19. **Costs.** No provision of this Lender Contract will require Local Government to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder.

20. **Release.** LENDER AGREES TO AND SHALL RELEASE THE LOCAL GOVERNMENT, ITS AUTHORIZED REPRESENTATIVES, AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE “RELEASED PERSONS”) FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS CONTRACT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE RELEASED PERSON’S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE RELEASED PERSON’S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, AND EVEN IF THE INJURY, DEATH, DAMAGE OR LOSS IS CAUSED BY THE RELEASED PERSON’S WRONGFUL OR NEGLIGENT ENFORCEMENT OF THE ASSESSMENT OR FORECLOSURE. NOTWITHSTANDING THE FOREGOING, LOCAL GOVERNMENT AGREES THAT ITS OBLIGATION TO MAINTAIN, CONTINUE, AND ENFORCE THE ASSESSMENT AS WELL AS ITS OBLIGATION TO REMIT AMOUNTS IN ACCORDANCE WITH THIS AGREEMENT ARE MINISTERIAL ACTS, AND THE LENDER MAY BRING AN ACTION IN MANDAMUS, A CLAIM FOR SPECIFIC PERFORMANCE, OR ANY SIMILAR ACTION OR REMEDY (EXCEPT AN ACTION SEEKING MONETARY DAMAGES FROM THE LOCAL GOVERNMENT) AGAINST ANY NECESSARY PARTY TO ENSURE THE NECESSARY MINISTERIAL ACTS LISTED ABOVE ARE PERFORMED PURSUANT TO THIS AGREEMENT.

21. **Indemnification.** TO THE MAXIMUM EXTENT ALLOWED BY LAW, LENDER SHALL INDEMNIFY AND HOLD LOCAL GOVERNMENT, AUTHORIZED REPRESENTATIVES, AND THEIR RESPECTIVE AFFILIATES, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS (EACH SUCH PERSON HEREIN REFERRED TO AS AN “INDEMNITEE”) ABSOLUTELY HARMLESS FROM AND AGAINST ALL CLAIMS, LIABILITIES, LOSSES, DAMAGES, OBLIGATIONS OR RELATED EXPENSES INCURRED BY OR IMPOSED UPON OR ALLEGED TO BE DUE OF INDEMNITEE IN

CONNECTION WITH THE EXECUTION OR DELIVERY OF THIS CONTRACT, THE NOTICE OF CONTRACTUAL ASSESSMENT LIEN, THE FINANCING DOCUMENTS, AND ANY OTHER DOCUMENT OR ANY OTHER AGREEMENT OR INSTRUMENT CONTEMPLATED HEREBY OR THEREBY, THE PERFORMANCE BY THE PARTIES HERETO OF THEIR RESPECTIVE OBLIGATIONS HEREUNDER OR THEREUNDER, THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, OR, IN THE CASE OF ANY INDEMNITEE, THE ADMINISTRATION OF THIS CONTRACT AND ANY OTHER AGREEMENTS RELATED TO THE PROJECT. NOTWITHSTANDING THE FOREGOING OR ANYTHING CONTAINED HEREIN TO THE CONTRARY, LENDER SHALL HAVE NO OBLIGATION TO INDEMNIFY AND HOLD ANY INDEMNITEE HARMLESS FROM AND AGAINST ALL CLAIMS, LIABILITIES, LOSSES, DAMAGES, OBLIGATIONS OR RELATED EXPENSES INCURRED BY OR IMPOSED UPON OR ALLEGED TO BE DUE OF AN INDEMNITEE IF SUCH CLAIMS, LIABILITIES, LOSSES, DAMAGES, OBLIGATIONS OR RELATED EXPENSES ARE CAUSED BY OR ARISE FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH INDEMNITEE RELATED TO THE FAILURE TO MAINTAIN, CONTINUE, AND ENFORCE THE ASSESSMENT AS WELL AS ITS OBLIGATION TO REMIT AMOUNTS IN ACCORDANCE WITH THIS AGREEMENT.

22. Inspection and Audits. Local Government's representatives may perform, or have performed, audits of Lender's documents, books and records. Lender shall keep its documents, books and records available for this purpose for at least three (3) years after this PACE Lender Contract terminates. This provision does not affect the applicable statute of limitations.

23. No Personal Liability. Pursuant to Section 399.019 of the PACE Act, the Lender acknowledges that the members of the governing body and employees of the Local Government, and board members, executives, employees, and contractors of the Authorized Representative are not personally liable as a result of exercising any rights or responsibilities under the PACE Program or any agreement in furtherance of the PACE Program.

24. Construction Terms. If the PACE Lender Contract includes requirements related to the construction of the Project and disbursement of Financing, such requirements are set forth in Exhibit D attached hereto and incorporated herein by reference. Such requirements may include, among other things, (1) the disbursement schedule and (2) any holdback amount to be funded following verification of final Project completion.

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF _____ §

This PACE Lender Contract pursuant to Property Assessed Clean Energy Act was acknowledged before me on _____, 20__ by _____ of _____, as Authorized Representative for the Local Government.

_____ (print name)

NOTARY PUBLIC, STATE OF TEXAS

PACE LENDER CONTRACT EXHIBIT A

PACE OWNER CONTRACT

EXHIBIT 4
FORM NOTICE OF CONTRACTUAL ASSESSMENT LIEN
PURSUANT TO PROPERTY ASSESSED CLEAN ENERGY ACT

**FORM NOTICE OF CONTRACTUAL ASSESSMENT LIEN
PURSUANT TO
PROPERTY ASSESSED CLEAN ENERGY ACT**

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

RECITALS

A. The Property Assessed Clean Energy Act (“**PACE Act**”), Texas Local Government Code Chapter 399, authorizes the governing body of a local government to establish a program and designate a region within the local government’s jurisdiction within which an authorized representative of the local government may enter into written contracts with the record owners of privately owned commercial, industrial, and large multifamily residential (5 or more dwelling units) real property to impose assessments on the property to finance the cost of permanent improvements fixed to the property intended to decrease water or energy consumption or demand. Unless otherwise expressly provided herein, all terms used herein have the same meanings ascribed to them in the PACE Act.

B. Brazos County, Texas (“**Local Government**”) has established a program under the PACE Act pursuant to a resolution dated October 18, 2016, adopted by the Commissioners Court (“**PACE Program**”), and has designated Texas Property Assessed Clean Energy Authority, dba Texas PACE Authority, as the representative of Local Government (“**Authorized Representative**”) authorized to enter into the written contracts with the owners of such property and the providers of such financing described herein, and has designated the entire territory within the boundaries of Brazos County, Texas jurisdiction as a region (the “**Region**”) within which the Authorized Representative and the record owners of such real property may enter into written contracts to impose assessments to repay the financing by owners of qualified improvements on the owner’s property pursuant to the PACE Program.

C. _____ (“**Property Owner**”) is the sole legal and record owner of the qualified “real property,” as defined in Section 399.002 of the PACE Act, within the Region located at _____, _____, Texas _____-_____ and more fully described in Exhibit A attached hereto and made a part hereof (the “**Property**”).

D. Property Owner has applied to Local Government to participate in the PACE Program by installing or modifying on the Property certain permanent improvements described in Exhibit B attached hereto and made a part hereof, which are intended to decrease water or energy consumption or demand and which are or will be fixed to the Property as “qualified improvements”, as defined in Section 399.002 of the PACE Act (“**Qualified Improvements**”). The installation or modification of such Qualified Improvements on the Property will be a “qualified project” as defined in Section 399.002 of the PACE Act (the “**Project**”). Property Owner has entered into a written contract (the “**PACE Owner Contract**”) with Local Government pursuant to the PACE Act and the PACE Program and has requested Local Government to impose an assessment on the Property to repay the financing of such Qualified Improvements.

E. The financing of such Qualified Improvements shall be provided to Property Owner by _____ (“Lender”), a qualified lender selected by Property Owner, pursuant to a written contract executed by Lender and Local Government as required by the PACE Program and Section 399.006(c) of the PACE Act (the “PACE Lender Contract”). Lender shall be responsible for all servicing duties other than those specifically undertaken by Local Government in the PACE Lender Contract.

THEREFORE, Local Government hereby gives notice to the public pursuant to Section 399.013 of the PACE Act that it has imposed an assessment on the Property in the principal amount of \$ _____ (the “Assessment”). The Assessment includes only those costs and fees for which an assessment may be imposed under Section 399.006(e) of the PACE Act. In the event that the actual total of costs and fees for which an assessment may be imposed is different from the amount stated or any other term requires correction, Authorized Representative on behalf of Local Government, Property Owner, and Lender agree to execute an amended Owner Contract and Lender Contract, and thereafter Authorized Representative shall record an amended Notice of Contractual Assessment Lien.

The Assessment and contractual interest thereon due to the Lender (“**Contractual Interest**”) are due and payable in installments (“**Installments**”) in accordance with the terms and payment schedule included in the financing documents executed between Property Owner and Lender that are described in or copies of which are attached hereto as Exhibit C (the “**Financing Documents**”).

Pursuant to Section 399.014 of the PACE Act,

1. The Assessment, including any interest, costs, fees, attorney fees, and penalties accrued thereon,
 - (i) are a first and prior lien against the Property from the date on which this Notice of Contractual Assessment Lien is recorded in the real property records of the county in which the Property is located, until the Assessment, interest, and penalty is paid; and
 - (ii) such lien, if enforced by foreclosure or collected through bankruptcy or similar proceeding, has the same priority status as a lien for any other ad valorem tax, pursuant to Section 399.014(a)(2) of the PACE Act.
2. Pursuant to Section 399.014(b) of the PACE Act, the lien created by the Assessment runs with the land, and any portion of the Assessment that has not yet become due shall not be eliminated by foreclosure of: (i) a property tax lien, or (ii) the lien for a delinquent Installment of the Assessment. Accordingly, Installments may not be accelerated in the event of default. In the event of a sale or transfer of the Property by Property Owner, the obligation for the Assessment and the Property Owner’s obligations under the Financing Documents shall be transferred to the succeeding owner without recourse to Local Government, or Authorized Representative.
3. As provided in Section 399.014(a-1) of the PACE Act, after this Notice of Contractual Assessment Lien is recorded in the real property records of Brazos County, the lien created

by the Assessment may not be contested on the basis that the improvement is not a “qualified improvement” or the Project is not a “qualified project”, as such terms are defined in Section 399.002 of the PACE Act.

EXECUTED on _____, _____

LOCAL GOVERNMENT:

BRAZOS COUNTY, TEXAS

By: _____
AUTHORIZED REPRESENTATIVE
Pursuant to Tex. Local Gov't Code §399.006(b)

By: _____

Name: _____

Title: _____

Address: _____

Email Address: _____

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF _____ §

This Notice of Contractual Assessment Lien pursuant to Property Assessed Clean Energy Act was acknowledged before me on _____, 20__ by _____, _____ as Authorized Representative for the Local Government.

(print name)

NOTARY PUBLIC, STATE OF TEXAS

PACE NOTICE OF LIEN EXHIBIT A
PROPERTY DESCRIPTION

PACE NOTICE OF LIEN EXHIBIT B
QUALIFIED IMPROVEMENTS



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 11/19/2024

ITEM: Approval of Professional Service Agreement between Texas Property Assessed Clean Energy (PACE) Authority (d/b/a Texas PACE Authority) and Brazos County for the Administration of Brazos County's Property Assessed Clean Energy ("PACE") Program.

TO: Commissioners Court

DATE: 11/14/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

[TPA PSA final signed by TPA.pdf](#)

Description

TPA PSA final signed by TPA

Type

Backup Material

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN BRAZOS COUNTY AND
TEXAS PROPERTY ASSESSED CLEAN ENERGY AUTHORITY**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered by and between **BRAZOS COUNTY, Texas**, hereinafter referred to as "**Local Government**", and **TEXAS PROPERTY ASSESSED CLEAN ENERGY (PACE) AUTHORITY (d/b/a Texas PACE Authority)**, a Texas non-profit business association, hereinafter referred to as "**Services Provider**" to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the Commissioners Court of **Local Government** desires to engage the services of qualified professionals to administer a Texas Property Assessed Clean Energy program for **Local Government** pursuant to the Property Assessed Clean Energy Act, Texas Local Government Code Chapter 399 ("**PACE Act**"), and serve as an Authorized Representative pursuant to Tex. Local Gov't Code §399.006(b), hereinafter referred to as the "**Program**"; and

WHEREAS, **Services Provider** desires to render such services for **Local Government** upon the terms and conditions provided herein.

NOW, THEREFORE, for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

I. ENGAGEMENT

Local Government hereby agrees to retain **Services Provider** to serve as an administrator of **Local Government's Program** and **Services Provider** agrees to perform such services in accordance with the terms and conditions of this Agreement.

II. SCOPE OF SERVICES

The parties agree that **Services Provider** shall perform such services as are further described in **Exhibit "A"** (collectively "**Scope of Services**"). The parties understand and agree that deviations or modifications in the **Scope of Services** may be authorized from time to time by **Local Government** but said authorization must be made in writing and mutually agreed to by both parties.

III. TERM OF AGREEMENT

This Agreement shall commence on the date both Local Government and Services Provider have executed this Agreement and continue for an initial term of three (3) years with three (3) one year extensions as approved by the Commissioners Court of Local Government.

IV. COMPENSATION AND EXPENSES

Services Provider shall be paid for performance of the Scope of Services set forth in Exhibit "A", in accordance with the compensation schedule set forth in Exhibit "B" hereto. All payments to Services Provider shall be made by participants in the Program in accordance with the PACE Act, and Local Government shall have no obligation to pay Services Provider for performance of the Scope of Services.

V. INSURANCE

Services Provider agrees to meet all insurance requirements, and to require all consultants who perform work for Services Provider to meet all insurance requirements, as set forth in Exhibit "C" to this Agreement.

VI. INDEMNIFICATION

SERVICES PROVIDER AGREES TO INDEMNIFY AND HOLD LOCAL GOVERNMENT AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT FROM LOCAL GOVERNMENT ARISING OUT OF OR OCCASIONED BY SERVICES PROVIDER 'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT, VIOLATIONS OF LAW BY SERVICES PROVIDER, OR BY, GROSSLY NEGLIGENT, OR STRICTLY LIABLE ACT OR OMISSION OF THE SERVICES PROVIDER, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS IN THE PERFORMANCE OF THIS AGREEMENT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY TO THE EXTENT RESULTING FROM THE CONCURRENT NEGLIGENCE OF LOCAL GOVERNMENT, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. LOCAL GOVERNMENT DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. NO PARTY SHALL BE LIABLE FOR ANY NON-DIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT. EACH PARTY AGREES TO BE RESPONSIBLE FOR ITS OWN ATTORNEY FEES AND LEGAL COSTS. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR

THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

VII. INDEPENDENT CONTRACTOR

Services Provider covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of **Local Government**; that it shall have exclusive control of and exclusive right to control the details of the services performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between **Local Government** and **Services Provider**, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between **Local Government** and **Services Provider**.

VIII. ASSIGNMENT AND SUBLETTING

Services Provider agrees that this Agreement shall not be assigned without the prior written consent of **Local Government**, except to an Affiliate of **Services Provider**. Affiliate shall mean (1) any corporation or other entity controlling, controlled by, or under common control with (directly or indirectly) **Services Provider**, including, without limitation, any parent corporation controlling **Services Provider** or any subsidiary that **Services Provider** controls; (2) the surviving corporation resulting from the merger or consolidation of **Services Provider**; or (3) any person or entity which acquires all of the assets of **Services Provider** as a going concern. **Services Provider** shall be permitted to enter into subcontracts for performance of portions of the **Scope of Services**; however, **Services Provider** shall not subcontract the entirety of the **Scope of Services** to a single subcontractor without **Local Government's** consent. **Services Provider** further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the **Services Provider** from its full obligations to **Local Government** as provided by this Agreement.

IX. AUDITS AND RECORDS

Services Provider agrees that **Local Government** or its duly authorized representatives shall, until the expiration of three (3) years after termination under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of **Services Provider** which are directly pertinent to the services performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. **Services Provider** agrees that **Local Government** shall have access during normal business hours and days to all necessary **Services Provider's** facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. **Local Government** shall give **Services Provider** reasonable advance notice of intended audits.

X. CONTRACT TERMINATION

The parties agree that **Local Government** and **Services Provider** shall have the right to terminate this Agreement upon thirty (30) days prior written notice to the other party. In the event of such termination, **Services Provider** shall deliver to **Local Government** upon request all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by **Services Provider** in connection with this Agreement. In the event of termination by **Local Government**, **Services Provider** shall be compensated in accordance with Section IV of this Agreement with respect to any third-party agreements under administration by **Services Provider** at the time of termination. In the event of termination by **Services Provider**, **Services Provider** shall continue administration of all third-party agreements financed prior to the time of termination and continue such administration until the final assessment payment and release.

XI. COMPLETE AGREEMENT

This Agreement, including the Exhibits lettered "A" through "D", constitute the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

XII. AMENDMENTS

Amendments to this agreement may be made at any time upon mutual agreement by **Local Government** and **Services Provider**.

XIII. MAILING OF NOTICES

Unless instructed otherwise in writing, **Services Provider** agrees that all notices or communications to **Local Government** permitted or required under this Agreement shall be addressed to **Local Government** at the following address:

Brazos County
Attn: County Judge
200 S. Texas Ave
Suite 332
Bryan, Texas 77803

Local Government agrees that all notices or communications to **Services Provider** permitted or required under this Agreement shall be addressed to **Services Provider** at the following address:

Texas Property Assessed Clean Energy Authority

Attn: Charlene Heydinger
PO Box 200368
Austin, TX 78720-0368

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

XIV. AUTHORITY TO SIGN

The undersigned officers and/or agents of the parties represent and warrant they are the legally authorized officials and have the necessary authority to execute this Agreement on behalf of the parties and to bind them to this Agreement.

XV. MISCELLANEOUS

- A. This is a contract for the purchase of personal or professional services and is therefore exempt from any competitive bidding requirements of **Local Government**.
- B. Paragraph Headings: The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.
- C. Agreement Interpretation: This is a negotiated Agreement, should any part be in dispute, the parties agree that the terms of the Agreement shall not be construed more favorably for either party.
- D. Venue and Governing Law: The parties agree that the laws of the State of Texas shall govern this Agreement, without regard to any choice of law statutes, and that it is performable in Brazos County, Texas. The parties consent to exclusive venue shall lie in Brazos County, Texas.
- E. Successors and Assigns: **Local Government and Services Provider** and their partners, successors, and lawful assigns are hereby bound to the terms and conditions of this Agreement.
- F. Severability: In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect.
- G. Effective Date: This Agreement shall be effective from and after the date of execution by the last signatory hereto as evidenced below.

SIGNED on the date indicated below.

BRAZOS COUNTY, TEXAS

DATE: NOVEMBER 19, 2024 BY:



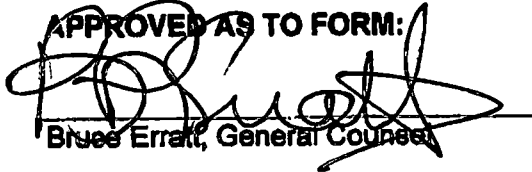
Name: Duane Peters
Title: County Judge

Attest:



Karen McQueen, County Clerk

APPROVED AS TO FORM:




Bruce Erratt, General Counsel

**TEXAS PROPERTY ASSESSED
CLEAN ENERGY AUTHORITY**

DATE: November 14, 2024 BY:

November 14, 2024



Name: Charlene Heydinger
Title: President

Exhibit "A"
Scope of Services

The **Services Provider** will perform the following services in the administration of the **Program**:

1. **Community Outreach**: In furtherance of community outreach efforts, Services Provider will:
 - 1.1. Maintain a website with a page specific to the Program that tallies the cumulative economic and environmental impact of PACE projects closed under the Program;
 - 1.2. Maintain a project database;
 - 1.3. Respond to inquiries from property owners, vendors, contractors, consultants, and the general public;
 - 1.4. Publish the Service Provider's PACE Program Guide on the Program website;
 - 1.5. Link to the most current version of the PACE in a Box Technical Standards Manual on the Program website;
 - 1.6. List interested, qualified lenders on the Program website to enable property owners to identify potential sources of private third-party financing;
 - 1.7. Arrange for training of contractors, independent third-party reviewers ("ITPR"), and other stakeholders on how to apply for PACE financing and comply with the PACE in a Box Technical Standards Manual; and
 - 1.8. Establish quality assurance measures.
2. **Application and Approval Process**: The Services Provider will manage and oversee the application and approval process for PACE transactions by accomplishing the following:
 - 2.1. Publish a preliminary application form on the Program website.
 - 2.2. Provide a Project Application Form upon request to interested parties.
 - 2.3. Review submitted Application forms for administrative completeness and notify the applicants of any missing information.
 - 2.4. Maintain the confidentiality of confidential owner information.
 - 2.5. Maintain the PACE application process, including:
 - 2.5.1. Accept and review the property owner's completed application. When the project meets eligibility requirements, provide written indication that the project meets PACE standards at this stage (subject to verification of all requirements at closing).
 - 2.5.2. Inform the property owner of his or her responsibilities in the process, including hiring a third-party reviewer, obtaining a lender, determining final project scope and completing and submitting a closing verification package.

- 2.5.3. Conduct a Pre-Closing Verification, which will confirm the statutorily required eligibility requirements of the owner including that the property owner:
- Is the legal property owner of the benefited property;
 - Is current on mortgage and tax payments;
 - Is not insolvent or the subject of bankruptcy proceedings;
 - Holds clear title to the property and it is not in dispute; and
 - Has written consent of any pre-existing mortgage lien holder to the proposed PACE assessment.
- 2.6. Require independent third-party verification of expected energy or water savings resulting from a project (provided by ITPR retained by applicant), according to the PACE-in-a-Box Technical Standards Manual. This review will include a:
- Site visit,
 - Report stating the savings (energy, demand, and/or water) and expected project life are reasonable and in compliance with PACE in a Box program guidelines; and
 - Letter from the ITPR certifying that he/she has no financial interest in the project and is an independent reviewer.
- 2.7. Require independent third-party verification, according to the PACE-in-a-Box Technical Services Manual, that the period of an assessment does not exceed the expected life of the improvements or thoroughly review waiver application and justification (provided by ITPR retained by applicant);
- 2.8. Require lender to confirm in writing its determination, based on underwriting factors established by the lender, that the owner has demonstrated the financial ability to repay the financial obligations to be repaid through assessment.
- 2.9. Require the owner to notify the holder of any mortgage lien on the property of the owner's intention to participate in the Program not less than 30 days before closing and obtain the lienholder's written consent prior to the imposition of the PACE assessment;
- 2.10. Review and finalize the terms of every Owner Contract and Lender Contract prior to execution; The Contract must contain:
- Amount of the assessment;
 - The legal description of the property;
 - The name of the property owner; and
 - A reference to the statutory assessment lien provided under the PACE Act.
- 2.11. Collect and retain owner application fees as compensation for administrative services.

- 2.12. Perform closing verification reviews and schedule assessment transaction closings when all requirements are met. Such closing verification must include:
 - o The report conducted by a qualified independent third-party reviewer of water or energy baseline conditions and the projected water or energy savings attributable to the project;
 - o Such financial information about the owner and the property as the lender chosen by the owner deems necessary to determine that the owner has demonstrated the financial ability to fulfill the financial obligations to be paid through assessments; and
 - o All other information required by the Services Provider.
- 2.13. Coordinate and take part in assessment transaction closings.
- 2.14. Execute contracts under the Program as authorized on behalf of Local Government.
- 2.15. Arrange for recordation of a Notice of Contractual Assessment Lien for each approved project in the Official Public Records of the county where the project is located; The Notice must contain:
 - o Amount of the assessment;
 - o The legal description of the property;
 - o The name of the property owner; and
 - o A reference to the statutory assessment lien provided under the PACE Act.
- 2.16. Require independent post-closing third-party verification (by ITPR retained by Applicant or Lender) that each project was properly completed and is operating as intended.
- 2.17. Collect and retain administration fees collected by lenders from owners that receive PACE financing.
3. **Management and Reporting:** The Services Provider will undertake the following to fulfill its management and reporting obligations:
 - 3.1. Manage communications with lenders regarding assessment servicing, payment, and default.
 - 3.2. Upon notification by a lender of an owner's default in payment of an assessment and the lender's compliance with the requirements of the Lender Contract on collection after default, notify the Local Government to enforce the assessment lien in accordance with law and the agreements between the parties.
 - 3.3. Receive and store owner reports on energy and water savings.
 - 3.4. At the request of property owners, prepare annual notices of assessment to be issued by Local Government to the owners, stating the total amount of the payments due on each assessment in the coming calendar year according to the owner contract and the financing documents.

- 3.5. Determine the amounts of the application and administration fees to be paid by owners.
 - 3.6. Produce annual report on Texas PACE financing usage and the resulting energy and water savings enabled through PACE Assessments. The annual report shall also document how obligations under this Scope of Services were fulfilled during the prior year. For example, list training, outreach, education, efforts to reach underserved communities and stakeholders.
4. Miscellaneous:
- 4.1. Service Provider shall implement all Program policies and procedures set forth in Exhibit D, the Updated Report Required by Texas Local Government Code Section 399.009 For Brazos County Property Assessed Clean Energy Program (without exhibits).
 - 4.2. Service Provider shall perform the Authorized Representative's duties and obligations set forth in Exhibit D.
 - 4.3. Service Provider shall adhere to the highest ethical standards on behalf of Local Government, including, but not limited to the standards set forth in Exhibit D.

Exhibit "B"
Compensation and Fees

Service Provider shall determine the amounts of the uniform application and administration fees to be paid by property Owners participating in the **Program**. Such fees will not exceed the fees below:

- An Application Fee of the greater of:
 - \$2,000.00; or
 - Amounting to
 - 1% of the total project cost of the first \$5 million,
 - plus 0.5% of the marginal amount above \$5 million and \$20 million, and
 - 0.25% of the marginal amount above \$20 million.To be paid as follows:
 - \$500.00 per project at the time of application submittal; and
 - the balance of the full remaining application fee paid at closing.

- A recurring Administration Fee of 0.08% of the outstanding principal balance, which amount shall be collected by lender and paid to the **Services Provider** as provided in the Owner Contract and the financing documents. This fee can also be capitalized and paid at closing. If paid under a negotiated regular schedule to the lender by the property owner, the lender shall pay this fee to **Services Provider** at the time of each payment by the property owner in accordance with the financing documents. This recurring Administration Fee is earned at closing and survives termination of this Agreement. In the event a lender, property owner, or other party pays the Local Government in error, the Local Government agrees to forward the fee, without deduction, to **Services Provider** within ten days of receipt.

- When an existing PACE Assessment is amended, the above Application Fee will be calculated on the difference between the original project cost and updated project cost, or \$2,000, whichever is larger. An initial \$500 will be paid with the amendment application. When applicable, the recurring Administration Fee will be reset accordingly. A request for a partial release of the assessment lien shall be considered a form of amendment requiring a \$2,000 fee to prepare, approve, and record.

Project cost is defined as the total assessment amount less the TPA application fee.

- No amounts shall be due by **Local Government** to **Services Provider**.

Exhibit "C"
Insurance Requirements

COVERAGE	LIMIT OF LIABILITY
Professional Liability	\$500,000 per occurrence
General Liability	Bodily Injury and Property Damage, Combined Limits of \$500,000 each Occurrence, and \$1,000,000 aggregate

Exhibit "D"

[attached Updated Report Required by Texas Local Government Code Section 399.009
For Brazos County Property Assessed Clean Energy Program.]

**UPDATED REPORT REQUIRED BY TEXAS LOCAL GOVERNMENT CODE
SECTION 399.009**

**FOR BRAZOS COUNTY PROPERTY ASSESSED CLEAN ENERGY (PACE)
PROGRAM**

This Updated Report is adopted by the County Commissioners Court for Brazos County, Texas (the “County”) Property Assessed Clean Energy (“PACE”) Program (the “PACE Program”) in accordance with the requirements of the Property Assessed Clean Energy Act (the “PACE Act”) as set forth in Texas Local Government Code Chapter 399.

The County and its constituents benefit when older existing buildings are modified with new technology and equipment that increases energy efficiency and reduces water consumption. On October 18, 2016, the County established the commercial PACE Program to encourage private sector investment in energy efficiency and water conservation. The PACE Program is offered to property owners on a strictly voluntary basis and does not require the use of any public funds.

Authorized under the PACE Act enacted in 2013, the PACE Program is an innovative financing program that enables private sector owners of privately owned commercial, industrial, and multi-family residential properties with five or more dwelling units to obtain low-cost, long-term loans to pay for water conservation, energy-efficiency improvements, and renewable energy retrofits. PACE loans provide up to 100% financing of all project costs, with little or no up-front out-of-pocket cost to the owner. The County has chosen, in part, to follow the administrative principles, program processes, and model documents of the uniform Texas PACE in a Box model program.¹

Loans made under the PACE Program by independent lenders are to be secured by voluntary assessments on the property that are imposed by Local Government at the request of the owner. Assessments may be amortized over the projected life of the improvements. The utility cost savings derived from improvements financed with PACE loans are expected to equal or exceed the amount of the assessment. In turn, these improvements are able to generate positive cash flow upon installation because the debt service will be less than the savings.

PACE assessments are tied to the property and follow title from one owner to the next. Each owner is responsible only for payment of the assessments accruing during its period of ownership. When the property is sold, the payment obligation for the remaining balance of the assessment is transferred automatically to the next owner. As a result, the PACE Program will help property owners overcome market barriers that often discourage investment in energy efficiency and water conservation improvements.

1. Eligible Properties

The County’s PACE Program is a strictly voluntary program. All private sector owners of Eligible Properties located within the County’s PACE region may participate in PACE financing. “*Eligible Properties*” include commercial, industrial, and multi-family residential properties with five or

¹ <https://www.keepingpaceintexas.org/pace-in-a-box>.

more dwelling units. Governmental real property, residential property,² undeveloped property and property undergoing development at the time of the assessment are not Eligible Properties.

2. Qualified Improvements

PACE financing may be used to pay for Qualified Improvements to Eligible Properties. ***“Qualified Improvements”*** are permanent improvements intended to decrease water or energy consumption or demand, including a product, device, or interacting group of products or devices on the customer’s side of the meter that use energy technology to generate electricity, provide thermal energy, or regulate temperature. Under the PACE Act, products or devices that are not permanently fixed to real property are not Qualified Improvements.

The following upgrades may constitute Qualified Improvements:

- High efficiency heating, ventilating and air conditioning (“HVAC”) systems
- High efficiency chillers, boilers, and furnaces
- High efficiency water heating systems
- Energy management systems and controls
- Distributed generation systems
- High efficiency lighting system upgrades
- Building enclosure and envelope improvements
- Water conservation and wastewater recovery and reuse systems
- Combustion and burner upgrades
- Heat recovery and steam traps
- Water management systems and controls (indoor and outdoor)
- High efficiency irrigation equipment.

An assessment under the PACE Program may not be imposed to repay the financing of facilities for undeveloped lots or lots undergoing development at the time of the assessment.

3. Benefits of PACE to Property Owners

The PACE Program will enable owners of Eligible Properties to overcome traditional barriers to capital investments in energy efficiency and water conservation improvements, such as unattractive returns on investment, split incentives between landlords and tenants, and uncertainty of recouping the investment.

By financing Qualified Improvements through the PACE Program, property owners may achieve utility cost savings that exceed the amount of the assessment and reduce their exposure to utility price volatility. As a result, the value of the property will be enhanced, and the owner will only be obligated to pay the assessment installments that accrue during its period of ownership of the property. Additionally, by investing in energy efficiency and water conservation with PACE financing, property owners may also qualify for various rebate, tax credit, and incentive programs offered by utility providers and state or federal governmental authorities to encourage these types of investments.

² This encompasses single family residential and any multi-family properties with fewer than five units.

4. Benefits of PACE to Brazos County

The PACE Program benefits the entire County by improving buildings, increasing property values, encouraging economic development, and saving energy and water, all without requiring any public funds.

Among other things, projects financed through the PACE Program will:

- Enable property owners and occupants to save substantial amounts in utility costs;
- Reduce demand on the electricity grid;
- Mitigate greenhouse gas emissions associated with energy generation;
- Enhance the value and efficiency of existing buildings;
- Boost the local economy by creating new job opportunities and new business;
- Provide opportunities for contractors, engineers, commercial lenders, professionals, and equipment vendors and manufacturers;
- Increase business retention and expansion in the PACE region by enabling cost effective energy and water saving updates to existing property;
- Improve productivity through optimized energy usage;
- Support the State's water conservation plan; and
- Better enable the County to meet its water conservation goals.

Finally, through the reduction in energy consumption as a result of the PACE Program, there will be a decreased demand for power resulting in lower emissions from power plants.

The PACE Program requires minimal support from the County. It is designed to be self-sustaining and is administered by qualified third-party administrators. Furthermore, because the PACE Program is not tax supported, it achieves all the benefits listed in this report without imposing a burden on the County's general fund.

Under the PACE Act, the establishment and operation of the PACE Program are governmental functions.³ The 84th Texas Legislature added a provision to the PACE Act that shields from liability a local government, employees of a local government, and board members, executives, employees, and contractors of a third party who enter into a contract with a local government to provide administrative services for a PACE Program under the PACE Act.⁴

5. The Benefits of PACE to Lenders

PACE loans are attractive to lenders because they are secure investments. Like a property tax lien, the assessment lien securing the PACE loan has priority over other liens on the property. Therefore, the risk of loss from non-payment of a PACE loan is low compared to most other types of loans. PACE assessments provide lenders with an attractive new product to assist existing and new

³ Tex. Local Gov't Code §399.003(b).

⁴ Tex. Local Gov't Code §399.019. In the 85th Legislature, HB 2654 clarified that the personal immunity provisions apply to all elected officials performing rights and duties under chapter 399 of the Local Government Code. Acts 2017, 85th Leg. R.S., Ch. 864 (H.B. 2654), Sec. 1, eff. September 1, 2017.

customers in addressing a demand for needed commercial and industrial property equipment modernization. To protect the interests of holders of existing mortgage loans on the property, the PACE Act requires their written consent to the PACE assessment as a condition to obtaining a PACE loan.

6. The Benefits of PACE to Contractors, Engineers, and Manufacturers

PACE loans provide attractive sources of financing for water and energy saving retrofits and upgrades, thereby encouraging property owners to make substantial investments in existing commercial and industrial buildings. As a result, PACE will unlock business opportunities for contractors, engineers, and manufacturers throughout the commercial and industrial sectors.

7. Administration of the Brazos County PACE Program

The PACE Act authorizes the County to enter a contract with one or more third parties to provide administrative services for the PACE Program and act as a representative of the County in executing the contracts with property owners and lenders (the “*Authorized Representative*”). The County has chosen to delegate administration of the PACE Program to the following qualified third parties that can administer the PACE Program at no cost to the County: Texas PACE Authority⁵ and Lone Star PACE.⁶ The property owner has the choice of which Authorized Representative to use for their project.

The Authorized Representative’s role is to act on behalf of the County to provide oversight of the PACE Program, to ensure best practices in a transparent and ethical manner, and to provide education and outreach. The Authorized Representatives will not receive compensation or reimbursement from the County. Authorized Representatives must agree to the County’s administrative, underwriting, and technical standards.⁷

Because the PACE Program is created by the County as a benefit to constituents and because the County imposes, maintains and enforces assessments on behalf of the property owners, constituents have a reasonable expectation that the PACE Program will be administered ethically and transparently. To that end, Authorized Representatives are expected to adhere to the highest ethical standards on behalf of the County, including:

- a. Financial Transparency and Prohibition of Self-Dealing. Authorized Representatives (including its officers, directors, partners, employees, affiliates and other similarly related parties, family member, or any company that Authorized Representatives own or have a financial interest in) may not:
 1. have an ownership or financial interest in any Project or any person or company involved in the project, the real property, or its owner;

⁵ <https://www.texaspaceauthority.org/>.

⁶ <https://www.lonestarpace.com/>.

⁷ The County has chosen to closely follow the administrative principles, program processes, technical standards, and model documents of the uniform Texas PACE in a Box model program at <https://www.keepingpaceintexas.org/pace-in-a-box/>.

2. review, approve or participate in funding any project in which it has or may have a direct or indirect interest or may derive a potential financial benefit (apart from authorized application and administration fees); or
 3. receive or accept any financial benefit from any organization involved in any PACE project within the jurisdiction of the local government (other than application and administration fees or other appropriate travel, event sponsorships) without prior written authorization from the County.
- b. **Fee Approval and Disclosure.** All fees charged or received in conjunction with administration of a PACE project under the PACE Program by the Authorized Representative (including its officers, directors, partners, employees, affiliates and other similarly related parties, family member, or any company that the Authorized Representatives own or have a financial interest in) must be approved in advance by the County consistent with the PACE Act, publicly disclosed, and reviewed annually by the local government.⁸
- c. **Marketplace Distortion.** Authorized Representatives (including its officers, directors, partners, employees, affiliates and other similarly related parties) shall not:
1. Provide or offer to provide any commercial services of any nature for or in connection with PACE projects located within the jurisdiction of the local government without prior written authorization from the County.; or
 2. Require property owners to obtain services from specific, favored vendors other than objective minimum standards for quality assurance that apply to all parties.
- d. **Stakeholder Inclusion.** Authorized Representatives will endeavor to provide education, outreach and training to all potential stakeholders including underserved communities and small businesses and describe these efforts annually to the County.

The Authorized Representatives will be funded by administrative fees paid by the property owners participating in the PACE Program, authorized charitable grants or other authorized sources of revenue. Authorized Representatives must obtain authorization in advance and in writing from County to receive any direct or indirect fee income, charitable grants, or donations that are received from property owners, lenders, or contractors participating in the PACE Program.

Periodic updates to the standard form documents (described in Section 9) will be necessary as the PACE Program evolves, incorporating best practices and standardizing the PACE documents using Texas PACE in a Box. Authorized Representatives will be tasked with maintaining the form documents and making technical and conforming updates as necessary so long as all Authorized

⁸ Tex. Local Gov't Code §399.008(e).

Representatives and the County approve of the changes to the form documents in advance and the changes are consistent with the PACE Act and the resolution to establish and update the PACE Program.

8. Eligible Lenders

The PACE Act does not set criteria for financial institutions or investors to be PACE lenders. The County will follow best practices of other PACE programs and the Texas PACE in a Box model program by requiring that lenders be:

- A federally insured depository institution such as a bank, savings bank, savings and loan association and federal or state credit union;
- An insurance company authorized to conduct business in one or more states;
- A registered investment company, registered business development company, or a Small Business Administration small business investment company;
- A publicly traded entity; or
- A private entity that:
 - Has a minimum net worth of \$5 million;
 - Has at least three years' experience in business or industrial lending or commercial real estate lending (including multifamily lending), or has a lending officer that has at least three years' experience in business or industrial lending or commercial real estate lending; and
 - Can provide independent certification as to availability of funds; and
- All lenders must be financially stable and have the ability to carry out, either directly or through a servicer, the bookkeeping and customer service work necessary to manage the assessment accounts.

Any financially stable entity with the ability to carry out, either directly or through a servicer, the obligations of a lender under the PACE Lender Contract may participate in the PACE Program. The property owner, not the County or the Authorized Representative, selects the lender and Authorized Representatives may not limit a property owner's choice of qualified lender.

Authorized Representatives will not guarantee or imply that funding will automatically be provided by a third-party lender; endorse or take responsibility for, any lender; or create any type of express or implied favoritism for any lender.

9. Components of the PACE Program

As required under Section 399.009 of the PACE Act, the following components describe the PACE Program:

- a. Map of Region. A map of the boundaries of the region included in the PACE Program is attached to this Report as Exhibit 1. The region encompasses the entire territory within the County limits.
- b. Form Contract with Owner. A PACE form contract between the County and the record owner of the Eligible Property is attached as Exhibit 2. It specifies the

terms of the assessment under the PACE Program and the financing to be provided by an Eligible Lender of the property owner's choosing.

- c. Form Contract with Lender. A PACE form contract between the County and the Eligible Lender chosen by a property owner is attached to this Report as Exhibit 3. It specifies the terms of financing and servicing of the debt through assessments.
- d. Form Notice of Contractual Assessment Lien. In compliance with the PACE Act, a PACE form Notice of Assessment Lien to be filed by the Authorized Representative with the County Clerk for each project is attached to this Report as Exhibit 4.
- e. Qualified Improvements. The following types of projects include Qualified Improvements that may be subject to financing by contractual assessments under the PACE Program:

Projects that (i) involve the installation or modification of a permanent improvement fixed to privately owned commercial, industrial or residential real property with five (5) or more dwelling units;⁹ and (ii) are intended to decrease energy or water consumption or demand by installing a product, device, or interacting group of products or devices on the customer's side of the meter that uses energy technology to generate electricity, provide thermal energy, or regulate temperature.¹⁰

A sample list of potential Qualified Improvements appears in Section 2 above.

The PACE Program may not be used to finance facilities for undeveloped lots or lots undergoing development at the time of the assessment, or for the purchase or installation of products or devices not permanently fixed to real property.¹¹

- f. Authorized Representative. The PACE Act authorizes the County to delegate administration of the PACE Program to a third-party "Authorized Representative." The County may delegate all official administrative responsibilities, such as the execution of individual contracts with property owners and lenders, to one or more Authorized Representatives. This relationship will be monitored and maintained by the County Judge or his designee.
- g. Project Review. Authorized Representatives shall track and provide a public overview with savings metrics for all PACE projects in accordance with the PACE Act.¹²

⁹ Tex. Local Gov't Code §399.002(5).

¹⁰ Tex. Local Gov't Code §399.002(3).

¹¹ Tex. Local Gov't Code §399.004.

¹² Tex. Local Gov't Code §399.009, §399.011.

- h. Plans for Ensuring Sufficient Capital. Lenders will extend loans to finance Qualified Improvements. Financing documents executed between owners and lenders will impose a contractual assessment on Eligible Property to repay the owner's financing of the Qualified Improvements. Lenders will ensure that property owners demonstrate the financial ability to fulfill the financial obligations to be repaid through contractual assessments. Authorized Representatives may list qualified lenders on their websites to help property owners identify capital providers. Such web pages must state that the list is not exclusive and the property owner may use any eligible qualified lender.
- i. No Use of Bonds or Public Funds. The County does not intend to issue bonds or use any other public monies to fund PACE projects. Property owners will obtain all financing from the Eligible Lenders they choose.
- j. Limit on Length of Financing. The PACE Act prohibits the assessment payment period from exceeding the useful life of the Qualified Improvement that is the basis for the assessment. As part of the application process, the property owners will submit an independent third-party review prepared by a licensed engineer showing the water or energy baseline conditions and the projected water or energy savings.
- k. Application Process. Authorized Representatives will accept applications from property owners seeking to finance Qualified Improvements under the PACE Program. Each application must be accompanied by the required application fee and must include:
 - (1) A description of the specific Qualified Improvements to be installed or modified on the property;
 - (2) A description of the specific real property to which the Qualified Improvements will be permanently fixed; and
 - (3) The total amount of financing, including any transaction costs, to be repaid through assessments.

Based on this information, Authorized Representatives may issue a preliminary letter indicating that, subject to verification of all requirements at closing, the proposed project appears to meet PACE Program requirements. Based on this preliminary letter, the property owner may initiate an independent third-party review of the project and submit the project to Eligible Lenders for approval of financing.

Once the above processes are completed, the property owner must submit the application to their chosen Authorized Representative to obtain preliminary approval. The property owner is expected to provide the following documentation to the Authorized Representative prior to closing on the PACE loan:

- (1) A report conducted by a qualified, independent third-party reviewer, showing water or energy baseline conditions and the projected water or energy savings, or the amount of renewable energy generated attributable to the project;

- (2) Such financial information about the owner and the property as the lender chosen by the owner deems necessary to determine that the owner has demonstrated the financial ability to fulfill the financial obligations to be paid through assessments; and
- (3) All other information required by the Authorized Representative.

1. Financial Eligibility Requirements. Authorized Representatives will determine whether the owner, the property, and the improvements are eligible for financing under the PACE Program. The Eligible Lender chosen by the owner has the responsibility to determine whether the owner has demonstrated the financial ability to repay the financial obligations to be collected through contractual assessments. The statutory method for ensuring such a demonstration of financial ability must be based on appropriate underwriting factors, including the following:
 - (1) verification that the person requesting to participate in the PACE Program is the legal record owner of the benefitted property;
 - (2) the applicant is current on mortgage and property tax payments;
 - (3) the applicant is not insolvent or in bankruptcy proceedings;
 - (4) the title of the benefitted property is not in dispute; and
 - (5) there is an appropriate ratio of the amount of the assessment to the assessed value of the property. The County determines that it will follow the Texas PACE in a Box model program recommendation for determining the appropriate loan to assessed value of the property.¹³

In order to be eligible for PACE financing, the County requires that the projected savings derived from the Qualified Improvement must be greater than the cost of the PACE assessment and lien over the life of the assessment (i.e., the Savings to Investment Ratio (SIR) should be greater than one, $SIR > 1$).¹⁴ A third-party lender and a for profit-property owner may request a waiver in writing for a project with an $SIR < 1$ and address the interests of tenants and future property owners. Authorized Representatives may consider factors in a variance request including:

- (a) Are there other environmental benefits such as air or water quality or resiliency that are not captured in the SIR analysis;
- (b) Will the proposed qualifying improvements generate environmental marketable credits that can be monetized;
- (c) What is the SIR calculation for the project (how far below 1);
- (d) If the SIR is < 1 over the term of the assessment, is the SIR > 1 over the useful life of the equipment;
- (e) What is the impact of a variance request on affected third parties; and
- (f) Other information the owner and lender wish to submit regarding the impact of the qualified improvements on the community.

¹³ Tex. Local Gov't Code §399.009(b).

¹⁴ Subject to the current Texas PACE in a Box requirements.

Any such variance request must be formerly approved in advance by the County.

- m. **Mortgage Holder Notice and Consent.** As a condition to the execution of a written contract between the chosen Authorized Representative and the property owner imposing an assessment under the PACE Program, the holder of any mortgage lien on the property must be given notice of the owner's intention to participate in the PACE Program on or before the 30th day before the date the contract is executed, and the owner must obtain the written consent of all mortgage holders.¹⁵
- n. **Imposition of Assessment.** The chosen Authorized Representative may enter a written contract with the property owner, only after:
 - (1) The property owner delivers to the Authorized Representative written consent of all mortgage lien holders;
 - (2) The Authorized Representative's determination that the owner and the property are eligible to participate in the PACE Program, that the proposed improvements are reasonably likely to decrease energy or water consumption or demand, and that the period of the requested assessment does not exceed the useful life of the Qualified Improvements; and
 - (3) The Eligible Lender notifies the Authorized Representative that the owner has demonstrated the financial ability to fulfill the financial obligations to be repaid through contractual assessments.

The contract will impose a contractual assessment on the owner's Eligible Property to repay the lender's financing of the Qualified Improvements. The Authorized Representative will file "A Notice of Contractual Assessment Lien," in substantially the form in Exhibit 4 in the Official Public Records of Brazos County, the county where the property is located, as notice to the public of the assessment, from the date of filing. The contract and the notice must contain the amount of the assessment, the legal description of the property, the name of the property owner, and a reference to the statutory assessment lien provided under the PACE Act.

- o. **Collection of Assessments.** The execution of the written contract between the County and the property owner and recording of the Notice of Contractual Assessment Lien incorporate the terms of the financing documents executed between the property owner and the lender to repay the financing secured by the assessment. The lender will advance financing to the owner, and the terms for repayment will be such terms as are agreed between the lender and the owner. Under the PACE form lender contract attached as Exhibit 3, the lender or a designated servicer will agree to service the debt secured by the assessment.

With funds from the lender, the property owner can purchase directly the equipment and materials for the Qualified Improvement and contract directly, including through lease, power purchase agreement, or other service contract, for the installation or modification of the Qualified Improvements. Alternatively, the

¹⁵ Tex. Local Gov't Code §399.010.

lender may make progress payments to the property owner as the Qualified Improvement is installed.

The lender will receive the owner's assessment payments to repay the debt and remit to the chosen Authorized Representative any administrative fees. The lender will have the right to assign or transfer the right to receive the installments of the debt secured by the assessment, provided all the following conditions are met:

- (1) The assignment or transfer is made to an Eligible Lender, as defined above;
- (2) The property owner and the Authorized Representative are notified in writing of the assignment or transfer and the address to which payment of the future installments should be mailed at least thirty (30) days before the next installment is due according to the schedule for repayment of the debt; and
- (3) The assignee or transferee, by operation of the financing documents or otherwise, written evidence of which shall be provided, assumes lender's obligations under the lender contract.

- p. Verification Review. After a Qualified Improvement is completed, the chosen Authorized Representative will require the property owner to provide verification by a qualified independent third-party reviewer that the Qualified Improvement was properly completed and is operating as intended.¹⁶ The verification report conclusively establishes that the improvement is a Qualified Improvement and the project is qualified under the PACE Program.¹⁷
- q. PACE Program Marketing and Education Services. Authorized Representatives will provide service provider outreach and education for all stakeholders including presentations, conference booths and individual meetings, and provide written and electronic materials such as case studies, flyers, and webinars. The County may choose to collaboratively promote energy and water conservation and economic development to facilitate marketing, outreach and education services for the PACE Program.
- r. Quality Assurance and Antifraud Measures. Authorized Representatives will institute quality assurance and antifraud measures for the PACE Program and will review each PACE application for completeness and supporting documents through independent review and verification procedures. The application and required attachments will identify and supply the information necessary to ensure that the property owner, the property itself, and the proposed project all satisfy PACE Program underwriting and technical standard requirements. Measures will be put in place to provide safeguards, including a review of the energy and water savings baseline and certification of compliance with the technical standards manual from an independent third-party reviewer (ITPR), who must be a registered professional engineer, before the project can proceed. This review will

¹⁶ TX Local Gov't Code §399.011(b).

¹⁷ TX Local Government Code §399.011(a-1)

include a site visit, report, and a letter from the ITPR certifying that he or she has no financial interest in the project and is an independent reviewer. After the construction of the project is complete, an ITPR will conduct a final site inspection and determine whether the project was completed and is operating properly. The reviewer's certification will also include a statement that the reviewer is qualified and has no financial interest in the project.

s. Delinquency. Under the terms of the PACE form lender contract attached as Exhibit 3, if a property owner fails to pay an agreed installment when due on the PACE assessment, the lender agrees to take at least the following steps to collect the delinquent installment:

(1) Mail a written notice of delinquency and demand for payment to the property owner. Lender shall mail a copy of the first notice of delinquency to the holder(s) of any mortgage lien on the Property, to HUD if this is a HUD assisted or FHA insured Project; and to Freddie Mac if the lien is held by Freddie Mac.

(2) Mail a second notice of delinquency and demand for payment to the property owner at least 30 days after the date of the first notice if the delinquency is continuing; and lender shall also mail a copy of the second notice of delinquency to the holder(s) of any mortgage lien on the Property, to HUD if this is a HUD assisted or FHA insured Project, and to Freddie Mac if the lien is held by Freddie Mac.

The holder(s) of any mortgage lien on the property, HUD, if this is a HUD assisted or FHA insured Project, and Freddie Mac if the mortgage lien is held by Freddie Mac, shall have not less than a 60-day notice and right to cure the delinquency by paying the amount of the delinquent Installment. If property owner or other parties with the right to cure under this contract fails to cure the delinquency on or before the 30th day after the mailing of the second notice of delinquency, lender or its designee may notify the chosen Authorized Representative in writing of a default in payment by property owner. Upon receipt of such notice and after doing its own due diligence, Authorized Representative shall certify the default to the County.

Upon request by the lender, the Authorized Representative will initiate steps to enforce the assessment lien in the same manner as a property tax lien against real property may be enforced. Delinquent installments will incur penalties and interest in the same manner and at the same rate as delinquent property taxes, according to Texas Local Government Code Section 399.014(d), and such statutory penalties and interest will be due to the County to offset the cost of collection.

To ensure that the collection of delinquent installments of assessments is congruent with the collection of delinquent property taxes the following procedures will be followed:

- (1) Any delinquent account on which two thirty (30) day notices of delinquency have been mailed as specified herein shall be enforced by means of Judicial Enforcement.
- (2) Delinquent installments of assessment(s) through November 30 of any year will incur penalties and accrue interest as specified in the Financing Documents.
- (3) On or after February 1 of any year, the Authorized Representative will notify the County Tax Assessor/Collector and the entity that collects delinquent taxes for the County of the amount due as of January 31 of said year. The amount due on January 31 shall become the base amount of delinquency which will incur penalties and accrue interest and collection fees in the same manner and on the same schedule as delinquent property taxes.
- (4) Installments of assessment(s) becoming delinquent after November 30 of any year will incur penalties and accrue interest as specified in the Financing Documents but, notification of the County Tax Assessor/Collector and the entity that collects delinquent taxes for the County shall not occur until February 1 following delinquency. The amount due on January 31 following delinquency shall become the base amount of delinquency which will incur penalties and accrue interest and collection fees in the same manner and on the same schedule as delinquent property taxes.

If the County files suit to enforce collection of an assessment, the County may recover costs and expenses, including its attorney's fees, in a suit to collect a delinquent installment of an assessment in the same manner and at the same rates as in suit to collect delinquent property taxes. If a delinquent installment of an assessment is collected in a judicial foreclosure proceeding, the County may recover the payment of any delinquent ad valorem taxes due to it, and the costs and expenses as set forth in the Texas Tax Code Sec. 33.48, and the Lender will be remitted the net amount of the delinquent assessment installments and any additional sums collected that are due to it under the Financing Documents. The County shall also remit to the Authorized Representative the amount of any administrative fees collected.

- t. **Judicial Enforcement:** Authorized Representatives are authorized to enter into a contract with the entity that collects delinquent taxes for the County to enforce the collection of delinquent installments of the assessments including interest, penalties, and fees in accordance with Texas Law governing delinquent property tax collection and the agreement between the parties. Any lawsuit to enforce collection of an assessment including foreclosure of a delinquent assessment lien shall be brought in the name of the County. Such lawsuits will be filed and prosecuted in accordance with the statutes, procedures, and rules for the collection of delinquent property taxes.



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 11/19/2024

ITEM: Approval of Professional Service Agreement between Lone Star PACE and Brazos County for the Administration of Brazos County's Property Assessed Clean Energy Act ("PACE") Program.

TO: Commissioners Court

DATE: 11/14/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

Description

Type

[LSP_PSA_Final.pdf](#)

LSP PSA Final.

Cover Memo

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN BRAZOS COUNTY, TEXAS
AND LONE STAR PACE LLC**

THIS AGREEMENT is made and entered by and between Brazos County, Texas, hereinafter referred to as "County," and LONE STAR PACE LLC, hereinafter referred to as "Services Provider" or "Lone Star PACE," to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the County desires to engage the services of an authorized representative ("Authorized Representative") to administer a Texas Property Assessed Clean Energy ("PACE") program for the County pursuant to the Property Assessed Clean Energy Act ("PACE Act"), Texas Local Government Code Chapter 399, hereinafter referred to as the "Program";

WHEREAS, Services Provider desires to render such services for the County upon the terms and conditions provided herein; and

WHEREAS, to administer the Program, the County is not looking to Services Provider to provide, and County shall not otherwise request or require Services Provider to provide, any advice or recommendations with respect to municipal financial products or the issuance of municipal securities (including any advice or recommendations with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues).

NOW, THEREFORE, for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

I. ENGAGEMENT

The County hereby agrees to retain Services Provider to serve as an administrator and an Authorized Representative of the County's PACE program and Services Provider agrees to perform such services in accordance with the terms and conditions of this Agreement.

II. SCOPE OF SERVICES

The parties agree that Services Provider shall perform such services as are further described in Exhibit A hereto (collectively "Scope of Services"). The parties understand and agree that deviations or modifications in the Scope of Services may be authorized from time to time by the County, but said authorization must be made in writing.

III. TERM OF AGREEMENT

This Agreement shall commence on the date both the County and Services Provider have executed this Agreement and continue for an initial term of three (3) years with three (3) one year extensions as approved by the Commissioners Court of Local Government.

IV. COMPENSATION/EXPENSES

Services Provider shall be paid for performance of the Scope of Services described in Exhibit A in accordance with the compensation schedule set forth in Exhibit B.; however, County shall have no obligation to pay Services Provider for performance of the Scope of Services. All payments to Services Provider shall be made by participants in the PACE program in accordance with the PACE Act.

V. INSURANCE

Services Provider agrees to meet all insurance requirements, and to require all consultants who perform work of Services Provider to meet all insurance requirements, as set forth in Exhibit C to this Agreement.

VI. INDEMNIFICATION

SERVICES PROVIDER AGREES TO INDEMNIFY AND HOLD THE COUNTY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT FROM THE COUNTY TO THE EXTENT ARISING OUT OF OR OCCASIONED BY SERVICES PROVIDER'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT, VIOLATIONS OF LAW BY SERVICES PROVIDER, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE SERVICES PROVIDER, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE SERVICES PROVIDER IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS AGREEMENT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY TO THE EXTENT RESULTING FROM THE NEGLIGENCE OF THE COUNTY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE COUNTY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

VII. INDEPENDENT CONTRACTOR

Services Provider covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of Brazos County; that it shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between County and Services Provider its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between County and Services Provider.

VIII. ASSIGNMENT AND SUBLETTING

Services Provider agrees that this Agreement shall not be assigned without the prior written consent of the County, except to an Affiliate of Services Provider. Affiliate shall mean (1) any corporation or other entity controlling, controlled by, or under common control with (directly or indirectly) Services Provider,

including, without limitation, any parent corporation controlling Services Provider or any subsidiary that Services Provider controls; (2) the surviving corporation resulting from the merger or consolidation of Services Provider; or (3) any person or entity which acquires all of the assets of Services Provider as a going concern. Services Provider shall be permitted to enter into subcontracts for performance of portions of the Scope of Services; however, Services Provider shall not subcontract the entirety of the Scope of Services to a single subcontractor without the County's consent. Services Provider further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Services Provider from its full obligations to the County as provided by this Agreement.

IX. AUDITS AND RECORDS

Services Provider agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Services Provider which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Services Provider agrees that County shall have access during normal working hours to all necessary Services Provider's facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Services Provider reasonable advance notice of intended audits.

X. CONTRACT TERMINATION

The parties agree that the County and Services Provider shall have the right to terminate this Agreement upon thirty (30) days prior written notice to the other party. In the event of such termination, Services Provider shall deliver to the County upon request all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Services Provider in connection with this Agreement. In the event of termination by the County, Services Provider shall be compensated in accordance with Section IV of this Agreement with respect to any third-party agreements under administration by Services Provider at the time of termination. In the event of termination by Services Provider, Services Provider shall continue administration of all third-party agreements financed prior to the time of termination and continue such administration until the final assessment payment and release.

XI. COMPLETE AGREEMENT

This Agreement, including Exhibits A through D constitute the entire Agreement by and between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

XII. AMENDMENTS

Amendments to this Agreement may be made at any time upon agreement by County and Services Provider.

XIII. MAILING OF NOTICES

Unless instructed otherwise in writing, Services Provider agrees that all notices or communications to County permitted or required under this Agreement shall be addressed to the County Judge at the following address:

Brazos County Courthouse
Attention: County Judge
200 S. Texas Ave, Suite 332
Bryan, Texas 77803

Brazos County agrees that all notices or communications to Services Provider permitted or required under this Agreement shall be addressed to Services Provider at the following address:

Lone Star PACE LLC
Attention: Program Administrator
6988 Lebanon Road Suite 103
Frisco, TX 75034

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

XIV. AUTHORITY TO SIGN

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

XV. MISCELLANEOUS

A. Professional Services: This is a contract for the purchase of personal or professional services, and is therefore exempt from any competitive bidding requirements of Brazos County.

B. Paragraph Headings: The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

C. Agreement Interpretation: This is a negotiated Agreement, should any part be in dispute, the parties agree that the terms of the Agreement shall not be construed more favorably for either party.

D. Venue/Governing Law: The parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in Brazos County, Texas. Exclusive venue shall lie in Brazos County, Texas.

E. Successors and Assigns: County and Services Provider and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

F. Severability: In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect.

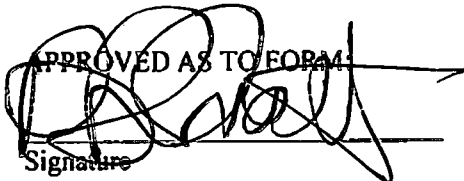
G. Effective Date: This Agreement shall be effective from and after the date of execution by the last signatory hereto as evidenced below.

Signed on the date indicated below.

ATTEST:



Signature

Printed Name: Karen McQueen
Title: Brazos County Clerk


Signature

Printed Name: Bruce Erratt
Title: Brazos County General Counsel

COUNTY OF BRAZOS, TEXAS


Signature

Printed Name: Duane Peters

Title: Brazos County Judge
Date: 11/19/2024

LONE STAR PACE LLC


Signature

Printed Name: Lee A. McCormick
Title: President
Date: 11/19/24

Exhibit A

Scope of Services

The Services Provider will perform the following services in the administration of the Brazos County PACE Program (the "Program"):") subject to the limitation outlined below:

Community Outreach

1. Maintain a Program website and project database;
2. Promote owner participation in the Program;
3. Respond to inquiries from property owners, vendors, contractors, consultants, and the general public;
4. If appropriate, publish the technical standards for the Program on the Program website. (Note: technical standards variances may be approved by the Commissioners Court, County Judge, or designated staff representative for PACE.);
5. List interested, qualified capital providers on the Program website or link to another neutral directory of capital providers to enable property owners to identify potential sources of private third-party financing;
6. Arrange for training of contractors and independent third-party reviewers on how to apply for PACE financing and comply with the published technical standards; and
7. Establish quality assurance measures.

Application and Approval Process

1. Publish a Project Application Form on the Program website;
2. Review submitted Project Application forms for administrative completeness and notify the applicants of any missing information;
3. Maintain the confidentiality of confidential owner information;
4. Maintain the PACE application process, including:
 - Draft and distribute the PACE application, as well as accept and review the property owner's completed application;
 - If the Project meets eligibility requirements, provide written indication that the Project meets PACE standards at this stage (subject to verification of all requirements at closing).
 - Inform the property owner of his or her responsibilities in the process, including hiring a third-party reviewer, obtaining a qualified capital provider, determining final Project scope and completing and submitting a closing verification package.
 - Conduct a pre-closing verification, which will confirm the statutorily required eligibility requirements of the owner including that the property owner:
 - Is the legal property owner of the benefited property;
 - Is current on mortgage and tax payments;
 - Is not insolvent or the subject of bankruptcy proceedings;
 - Holds a title to the property to be subject to a PACE assessment that is not in dispute; and

- Has consent of any pre-existing mortgagee to the proposed PACE assessment through a written contract.
5. Require independent third-party verification of expected energy or water savings resulting from a Project (provided by engineer or consultant retained by applicant), according to the technical standards; This review will include a:
 - Site visit,
 - Report stating the savings (energy, demand, and/or water) and expected Project life are reasonable and in compliance with Program guidelines; and
 - Letter from the ITPR certifying that he/she has no financial interest in the Project and is an independent reviewer.
 6. Require independent third-party verification, according to the technical standards, that the period of an assessment does not exceed the expected life of the improvements or thoroughly review waiver application and justification (provided by engineer or consultant retained by applicant);
 7. Require capital provider to confirm in writing its determination, based on underwriting factors established by the capital provider, that the owner has demonstrated the financial ability to repay the financial obligations to be repaid through assessment.
 8. Require the owner to notify the holder of any mortgage lien on the property of the owner's intention to participate in the Program and obtain the lienholder's written consent prior to the imposition of the PACE assessment;
 9. Review and finalize the terms of every Owner Contract and Capital provider Contract prior to execution; The Contract must contain:
 - Amount of the assessment;
 - The legal description of the property;
 - The name of the property owner; and
 - A reference to the statutory assessment lien provided under the PACE Act.
 10. Collect and retain owner application fees as compensation for administrative services;
 11. Perform closing verification reviews and schedule assessment transaction closings when all requirements are met; such closing verification must include:
 - The report conducted by a qualified independent third-party reviewer of water or energy baseline conditions and the projected water or energy savings attributable to the Project;
 - Such financial information about the owner and the property as the capital provider chosen by the owner deems necessary to determine that the owner has demonstrated the financial ability to fulfill the financial obligations to be paid through assessments; and
 - All other information required by the Program Administrator. Coordinate and take part in assessment transaction closings;
 12. Execute contracts under the Program as authorized on behalf of the County.
 13. Arrange for recordation of a Notice of Contractual Assessment Lien for each approved Project in the Official Public Records of the county where the Project is located; The Notice must contain:
 - Amount of the assessment;
 - The legal description of the property;
 - The name of the property owner; and
 - A reference to the statutory assessment lien provided under the PACE Act.

14. Require independent post-closing third-party verification (by engineer or consultant retained by Applicant) that each Project was properly completed and is operating as intended; and
15. Collect and retain administration fees collected by capital providers from owners that receive PACE financing.

Management and Reporting

1. Manage communications with qualified capital providers regarding assessment servicing, payment, and default;
2. Upon notification by a qualified capital provider of an owner's default in payment of an assessment and the qualified capital provider's compliance with the requirements of the Qualified Capital Provider Contract on collection after default, notify the Local Government to enforce the assessment lien in accordance with law and the agreements between the parties;
3. Receive and store property owner reports on energy and water savings;
4. Prepare annual notices of assessment to be issued by the county to the property owners, stating the total amount of the payments due on each assessment in the coming calendar year according to the Owner Contract and the financing documents;
5. Determine the amounts of the application and administration fees to be paid by property owners pursuant to Exhibit B;
6. Report annually to the County on Program usage and the resulting energy and water savings enabled through PACE assessments.

Limitations on Scope of Services

With respect to the Program, the County is not looking to Services Provider to provide, and the County shall not otherwise request or require Services Provider to provide, any advice or recommendations with respect to municipal financial products or the issuance of municipal securities (including any advice or recommendations with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues);

The provisions of this Agreement and the services to be provided hereunder are not intended (and shall not be construed) to constitute or include any municipal advisory services within the meaning of Section 15B of the U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations adopted thereunder;

Under no circumstances shall Services Provider be asked to provide, nor shall it provide, any advice or recommendations or subjective assumptions, opinions or views with respect to the actual or proposed structure, terms, timing, pricing or other similar matters with respect to any municipal financial products or municipal securities issuances, including any revisions or amendments thereto; and

Notwithstanding all of the foregoing, the County recognizes that interpretive guidance regarding municipal advisory activities is currently quite limited and is likely to evolve and develop during the term of the Agreement and, to that end, the County will work with Services Provider throughout the term of the Agreement to ensure that the Agreement and the services to be provided by Services Provider hereunder, is interpreted by the parties, and if necessary amended, in a manner intended to ensure that

the County is not asking Services Provider to provide, and Services Provider is not in fact providing or required to provide, any municipal advisory services.

Miscellaneous

1. Service Provider shall implement all Program policies and procedures set forth in Exhibit D, the *Updated Report Required by Texas Local Government Code Section 399.009 For Brazos County Property Assessed Clean Energy Program (without exhibits)*.
2. Service Provider shall perform the Authorized Representative's duties and obligations set forth in Exhibit D.
3. Service Provider shall adhere to the highest ethical standards on behalf of Local Government, including, but not limited to the standards set forth in Exhibit D.

Exhibit B

Compensation and Fees

County specifically delegates its authority to collect fees as allowed under section 399.008(e) of the Texas Local Government Code to the Services Provider and retain those fees as consideration for services under this Agreement.

Lone Star PACE LLC shall determine the amounts of the fees to be paid by Property Owners participating in the Program. Such fees will not exceed those listed below:

1. An application fee of up to \$2,500 which will be applied towards Closing Fee; and
2. A closing fee of up to 0.75% of the total amount of the Assessment, (less application fee.); and
3. An annual administration fee of up to 0.10% of the outstanding principal balance, which amount shall be collected by the qualified capital provider and remitted to Lone Star PACE LLC, the Authorized Representative, as provided in the Owner Assessment Contract and financing documents. This fee can also be capitalized and paid at closing. If paid under a negotiated regular schedule to the qualified capital provider by the property owner, the qualified capital provider shall pay this fee to Lone Star PACE at the time of each payment by the property owner in accordance with the financing documents.

No amounts shall be due by the County to Services Provider.

Exhibit C

Insurance Requirements

COVERAGE	LIMIT OF LIABILITY
Professional Liability	\$500,000 per occurrence
General Liability	Bodily Injury and Property Damage, Combined Limits of \$500,000 Each Occurrence, and \$1,000,000 Aggregate

Exhibit D

[attached Updated Report Required by Texas Local Government Code Section 399.009 For Brazos County Property Assessed Clean Energy Program (without exhibits)]

**UPDATED REPORT REQUIRED BY TEXAS LOCAL GOVERNMENT CODE
SECTION 399.009**

**FOR BRAZOS COUNTY PROPERTY ASSESSED CLEAN ENERGY (PACE)
PROGRAM**

This Updated Report is adopted by the County Commissioners Court for Brazos County, Texas (the “County”) Property Assessed Clean Energy (“PACE”) Program (the “PACE Program”) in accordance with the requirements of the Property Assessed Clean Energy Act (the “PACE Act”) as set forth in Texas Local Government Code Chapter 399.

The County and its constituents benefit when older existing buildings are modified with new technology and equipment that increases energy efficiency and reduces water consumption. On October 18, 2016, the County established the commercial PACE Program to encourage private sector investment in energy efficiency and water conservation. The PACE Program is offered to property owners on a strictly voluntary basis and does not require the use of any public funds.

Authorized under the PACE Act enacted in 2013, the PACE Program is an innovative financing program that enables private sector owners of privately owned commercial, industrial, and multi-family residential properties with five or more dwelling units to obtain low-cost, long-term loans to pay for water conservation, energy-efficiency improvements, and renewable energy retrofits. PACE loans provide up to 100% financing of all project costs, with little or no up-front out-of-pocket cost to the owner. The County has chosen, in part, to follow the administrative principles, program processes, and model documents of the uniform Texas PACE in a Box model program.¹

Loans made under the PACE Program by independent lenders are to be secured by voluntary assessments on the property that are imposed by Local Government at the request of the owner. Assessments may be amortized over the projected life of the improvements. The utility cost savings derived from improvements financed with PACE loans are expected to equal or exceed the amount of the assessment. In turn, these improvements are able to generate positive cash flow upon installation because the debt service will be less than the savings.

PACE assessments are tied to the property and follow title from one owner to the next. Each owner is responsible only for payment of the assessments accruing during its period of ownership. When the property is sold, the payment obligation for the remaining balance of the assessment is transferred automatically to the next owner. As a result, the PACE Program will help property owners overcome market barriers that often discourage investment in energy efficiency and water conservation improvements.

1. Eligible Properties

The County’s PACE Program is a strictly voluntary program. All private sector owners of Eligible Properties located within the County’s PACE region may participate in PACE financing. “*Eligible Properties*” include commercial, industrial, and multi-family residential properties with five or

¹ <https://www.keepingpaceintexas.org/pace-in-a-box>.

more dwelling units. Governmental real property, residential property,² undeveloped property and property undergoing development at the time of the assessment are not Eligible Properties.

2. Qualified Improvements

PACE financing may be used to pay for Qualified Improvements to Eligible Properties. *“Qualified Improvements”* are permanent improvements intended to decrease water or energy consumption or demand, including a product, device, or interacting group of products or devices on the customer’s side of the meter that use energy technology to generate electricity, provide thermal energy, or regulate temperature. Under the PACE Act, products or devices that are not permanently fixed to real property are not Qualified Improvements.

The following upgrades may constitute Qualified Improvements:

- High efficiency heating, ventilating and air conditioning (“HVAC”) systems
- High efficiency chillers, boilers, and furnaces
- High efficiency water heating systems
- Energy management systems and controls
- Distributed generation systems
- High efficiency lighting system upgrades
- Building enclosure and envelope improvements
- Water conservation and wastewater recovery and reuse systems
- Combustion and burner upgrades
- Heat recovery and steam traps
- Water management systems and controls (indoor and outdoor)
- High efficiency irrigation equipment.

An assessment under the PACE Program may not be imposed to repay the financing of facilities for undeveloped lots or lots undergoing development at the time of the assessment.

3. Benefits of PACE to Property Owners

The PACE Program will enable owners of Eligible Properties to overcome traditional barriers to capital investments in energy efficiency and water conservation improvements, such as unattractive returns on investment, split incentives between landlords and tenants, and uncertainty of recouping the investment.

By financing Qualified Improvements through the PACE Program, property owners may achieve utility cost savings that exceed the amount of the assessment and reduce their exposure to utility price volatility. As a result, the value of the property will be enhanced, and the owner will only be obligated to pay the assessment installments that accrue during its period of ownership of the property. Additionally, by investing in energy efficiency and water conservation with PACE financing, property owners may also qualify for various rebate, tax credit, and incentive programs offered by utility providers and state or federal governmental authorities to encourage these types of investments.

² This encompasses single family residential and any multi-family properties with fewer than five units.

4. Benefits of PACE to Brazos County

The PACE Program benefits the entire County by improving buildings, increasing property values, encouraging economic development, and saving energy and water, all without requiring any public funds.

Among other things, projects financed through the PACE Program will:

- Enable property owners and occupants to save substantial amounts in utility costs;
- Reduce demand on the electricity grid;
- Mitigate greenhouse gas emissions associated with energy generation;
- Enhance the value and efficiency of existing buildings;
- Boost the local economy by creating new job opportunities and new business;
- Provide opportunities for contractors, engineers, commercial lenders, professionals, and equipment vendors and manufacturers;
- Increase business retention and expansion in the PACE region by enabling cost effective energy and water saving updates to existing property;
- Improve productivity through optimized energy usage;
- Support the State's water conservation plan; and
- Better enable the County to meet its water conservation goals.

Finally, through the reduction in energy consumption as a result of the PACE Program, there will be a decreased demand for power resulting in lower emissions from power plants.

The PACE Program requires minimal support from the County. It is designed to be self-sustaining and is administered by qualified third-party administrators. Furthermore, because the PACE Program is not tax supported, it achieves all the benefits listed in this report without imposing a burden on the County's general fund.

Under the PACE Act, the establishment and operation of the PACE Program are governmental functions.³ The 84th Texas Legislature added a provision to the PACE Act that shields from liability a local government, employees of a local government, and board members, executives, employees, and contractors of a third party who enter into a contract with a local government to provide administrative services for a PACE Program under the PACE Act.⁴

5. The Benefits of PACE to Lenders

PACE loans are attractive to lenders because they are secure investments. Like a property tax lien, the assessment lien securing the PACE loan has priority over other liens on the property. Therefore, the risk of loss from non-payment of a PACE loan is low compared to most other types of loans. PACE assessments provide lenders with an attractive new product to assist existing and new

³ Tex. Local Gov't Code §399.003(b).

⁴ Tex. Local Gov't Code §399.019. In the 85th Legislature, HB 2654 clarified that the personal immunity provisions apply to all elected officials performing rights and duties under chapter 399 of the Local Government Code. Acts 2017, 85th Leg. R.S., Ch. 864 (H.B. 2654), Sec. 1, eff. September 1, 2017.

customers in addressing a demand for needed commercial and industrial property equipment modernization. To protect the interests of holders of existing mortgage loans on the property, the PACE Act requires their written consent to the PACE assessment as a condition to obtaining a PACE loan.

6. The Benefits of PACE to Contractors, Engineers, and Manufacturers

PACE loans provide attractive sources of financing for water and energy saving retrofits and upgrades, thereby encouraging property owners to make substantial investments in existing commercial and industrial buildings. As a result, PACE will unlock business opportunities for contractors, engineers, and manufacturers throughout the commercial and industrial sectors.

7. Administration of the Brazos County PACE Program

The PACE Act authorizes the County to enter a contract with one or more third parties to provide administrative services for the PACE Program and act as a representative of the County in executing the contracts with property owners and lenders (the “*Authorized Representative*”). The County has chosen to delegate administration of the PACE Program to the following qualified third parties that can administer the PACE Program at no cost to the County: Texas PACE Authority⁵ and Lone Star PACE.⁶ The property owner has the choice of which Authorized Representative to use for their project.

The Authorized Representative’s role is to act on behalf of the County to provide oversight of the PACE Program, to ensure best practices in a transparent and ethical manner, and to provide education and outreach. The Authorized Representatives will not receive compensation or reimbursement from the County. Authorized Representatives must agree to the County’s administrative, underwriting, and technical standards.⁷

Because the PACE Program is created by the County as a benefit to constituents and because the County imposes, maintains and enforces assessments on behalf of the property owners, constituents have a reasonable expectation that the PACE Program will be administered ethically and transparently. To that end, Authorized Representatives are expected to adhere to the highest ethical standards on behalf of the County, including:

- a. Financial Transparency and Prohibition of Self-Dealing. Authorized Representatives (including its officers, directors, partners, employees, affiliates and other similarly related parties, family member, or any company that Authorized Representatives own or have a financial interest in) may not:
 1. have an ownership or financial interest in any Project or any person or company involved in the project, the real property, or its owner;

⁵ <https://www.texaspaceauthority.org/>.

⁶ <https://www.lonestarpace.com/>.

⁷ The County has chosen to closely follow the administrative principles, program processes, technical standards, and model documents of the uniform Texas PACE in a Box model program at <https://www.keepingpaceintexas.org/pace-in-a-box/>.

2. review, approve or participate in funding any project in which it has or may have a direct or indirect interest or may derive a potential financial benefit (apart from authorized application and administration fees); or
 3. receive or accept any financial benefit from any organization involved in any PACE project within the jurisdiction of the local government (other than application and administration fees or other appropriate travel, event sponsorships) without prior written authorization from the County.
- b. **Fee Approval and Disclosure.** All fees charged or received in conjunction with administration of a PACE project under the PACE Program by the Authorized Representative (including its officers, directors, partners, employees, affiliates and other similarly related parties, family member, or any company that the Authorized Representatives own or have a financial interest in) must be approved in advance by the County consistent with the PACE Act, publicly disclosed, and reviewed annually by the local government.⁸
- c. **Marketplace Distortion.** Authorized Representatives (including its officers, directors, partners, employees, affiliates and other similarly related parties) shall not:
1. Provide or offer to provide any commercial services of any nature for or in connection with PACE projects located within the jurisdiction of the local government without prior written authorization from the County.; or
 2. Require property owners to obtain services from specific, favored vendors other than objective minimum standards for quality assurance that apply to all parties.
- d. **Stakeholder Inclusion.** Authorized Representatives will endeavor to provide education, outreach and training to all potential stakeholders including underserved communities and small businesses and describe these efforts annually to the County.

The Authorized Representatives will be funded by administrative fees paid by the property owners participating in the PACE Program, authorized charitable grants or other authorized sources of revenue. Authorized Representatives must obtain authorization in advance and in writing from County to receive any direct or indirect fee income, charitable grants, or donations that are received from property owners, lenders, or contractors participating in the PACE Program.

Periodic updates to the standard form documents (described in Section 9) will be necessary as the PACE Program evolves, incorporating best practices and standardizing the PACE documents using Texas PACE in a Box. Authorized Representatives will be tasked with maintaining the form documents and making technical and conforming updates as necessary so long as all Authorized

⁸ Tex. Local Gov't Code §399.008(e).

Representatives and the County approve of the changes to the form documents in advance and the changes are consistent with the PACE Act and the resolution to establish and update the PACE Program.

8. Eligible Lenders

The PACE Act does not set criteria for financial institutions or investors to be PACE lenders. The County will follow best practices of other PACE programs and the Texas PACE in a Box model program by requiring that lenders be:

- A federally insured depository institution such as a bank, savings bank, savings and loan association and federal or state credit union;
- An insurance company authorized to conduct business in one or more states;
- A registered investment company, registered business development company, or a Small Business Administration small business investment company;
- A publicly traded entity; or
- A private entity that:
 - Has a minimum net worth of \$5 million;
 - Has at least three years' experience in business or industrial lending or commercial real estate lending (including multifamily lending), or has a lending officer that has at least three years' experience in business or industrial lending or commercial real estate lending; and
 - Can provide independent certification as to availability of funds; and
- All lenders must be financially stable and have the ability to carry out, either directly or through a servicer, the bookkeeping and customer service work necessary to manage the assessment accounts.

Any financially stable entity with the ability to carry out, either directly or through a servicer, the obligations of a lender under the PACE Lender Contract may participate in the PACE Program. The property owner, not the County or the Authorized Representative, selects the lender and Authorized Representatives may not limit a property owner's choice of qualified lender.

Authorized Representatives will not guarantee or imply that funding will automatically be provided by a third-party lender; endorse or take responsibility for, any lender; or create any type of express or implied favoritism for any lender.

9. Components of the PACE Program

As required under Section 399.009 of the PACE Act, the following components describe the PACE Program:

- a. Map of Region. A map of the boundaries of the region included in the PACE Program is attached to this Report as Exhibit 1. The region encompasses the entire territory within the County limits.
- b. Form Contract with Owner. A PACE form contract between the County and the record owner of the Eligible Property is attached as Exhibit 2. It specifies the

terms of the assessment under the PACE Program and the financing to be provided by an Eligible Lender of the property owner's choosing.

- c. Form Contract with Lender. A PACE form contract between the County and the Eligible Lender chosen by a property owner is attached to this Report as Exhibit 3. It specifies the terms of financing and servicing of the debt through assessments.
- d. Form Notice of Contractual Assessment Lien. In compliance with the PACE Act, a PACE form Notice of Assessment Lien to be filed by the Authorized Representative with the County Clerk for each project is attached to this Report as Exhibit 4.
- e. Qualified Improvements. The following types of projects include Qualified Improvements that may be subject to financing by contractual assessments under the PACE Program:

Projects that (i) involve the installation or modification of a permanent improvement fixed to privately owned commercial, industrial or residential real property with five (5) or more dwelling units,⁹ and (ii) are intended to decrease energy or water consumption or demand by installing a product, device, or interacting group of products or devices on the customer's side of the meter that uses energy technology to generate electricity, provide thermal energy, or regulate temperature.¹⁰

A sample list of potential Qualified Improvements appears in Section 2 above.

The PACE Program may not be used to finance facilities for undeveloped lots or lots undergoing development at the time of the assessment, or for the purchase or installation of products or devices not permanently fixed to real property.¹¹

- f. Authorized Representative. The PACE Act authorizes the County to delegate administration of the PACE Program to a third-party "Authorized Representative." The County may delegate all official administrative responsibilities, such as the execution of individual contracts with property owners and lenders, to one or more Authorized Representatives. This relationship will be monitored and maintained by the County Judge or his designee.
- g. Project Review. Authorized Representatives shall track and provide a public overview with savings metrics for all PACE projects in accordance with the PACE Act.¹²

⁹ Tex. Local Gov't Code §399.002(5).

¹⁰ Tex. Local Gov't Code §399.002(3).

¹¹ Tex. Local Gov't Code §399.004.

¹² Tex. Local Gov't Code §399.009, §399.011.

- h. **Plans for Ensuring Sufficient Capital.** Lenders will extend loans to finance Qualified Improvements. Financing documents executed between owners and lenders will impose a contractual assessment on Eligible Property to repay the owner's financing of the Qualified Improvements. Lenders will ensure that property owners demonstrate the financial ability to fulfill the financial obligations to be repaid through contractual assessments. Authorized Representatives may list qualified lenders on their websites to help property owners identify capital providers. Such web pages must state that the list is not exclusive and the property owner may use any eligible qualified lender.
- i. **No Use of Bonds or Public Funds.** The County does not intend to issue bonds or use any other public monies to fund PACE projects. Property owners will obtain all financing from the Eligible Lenders they choose.
- j. **Limit on Length of Financing.** The PACE Act prohibits the assessment payment period from exceeding the useful life of the Qualified Improvement that is the basis for the assessment. As part of the application process, the property owners will submit an independent third-party review prepared by a licensed engineer showing the water or energy baseline conditions and the projected water or energy savings.
- k. **Application Process.** Authorized Representatives will accept applications from property owners seeking to finance Qualified Improvements under the PACE Program. Each application must be accompanied by the required application fee and must include:
 - (1) A description of the specific Qualified Improvements to be installed or modified on the property;
 - (2) A description of the specific real property to which the Qualified Improvements will be permanently fixed; and
 - (3) The total amount of financing, including any transaction costs, to be repaid through assessments.

Based on this information, Authorized Representatives may issue a preliminary letter indicating that, subject to verification of all requirements at closing, the proposed project appears to meet PACE Program requirements. Based on this preliminary letter, the property owner may initiate an independent third-party review of the project and submit the project to Eligible Lenders for approval of financing.

Once the above processes are completed, the property owner must submit the application to their chosen Authorized Representative to obtain preliminary approval. The property owner is expected to provide the following documentation to the Authorized Representative prior to closing on the PACE loan:

- (1) A report conducted by a qualified, independent third-party reviewer, showing water or energy baseline conditions and the projected water or energy savings, or the amount of renewable energy generated attributable to the project;

- (2) Such financial information about the owner and the property as the lender chosen by the owner deems necessary to determine that the owner has demonstrated the financial ability to fulfill the financial obligations to be paid through assessments; and
- (3) All other information required by the Authorized Representative.

1. **Financial Eligibility Requirements.** Authorized Representatives will determine whether the owner, the property, and the improvements are eligible for financing under the PACE Program. The Eligible Lender chosen by the owner has the responsibility to determine whether the owner has demonstrated the financial ability to repay the financial obligations to be collected through contractual assessments. The statutory method for ensuring such a demonstration of financial ability must be based on appropriate underwriting factors, including the following:
- (1) verification that the person requesting to participate in the PACE Program is the legal record owner of the benefitted property;
 - (2) the applicant is current on mortgage and property tax payments;
 - (3) the applicant is not insolvent or in bankruptcy proceedings;
 - (4) the title of the benefitted property is not in dispute; and
 - (5) there is an appropriate ratio of the amount of the assessment to the assessed value of the property. The County determines that it will follow the Texas PACE in a Box model program recommendation for determining the appropriate loan to assessed value of the property.¹³

In order to be eligible for PACE financing, the County requires that the projected savings derived from the Qualified Improvement must be greater than the cost of the PACE assessment and lien over the life of the assessment (i.e., the Savings to Investment Ratio (SIR) should be greater than one, $SIR > 1$).¹⁴ A third-party lender and a for profit-property owner may request a waiver in writing for a project with an $SIR < 1$ and address the interests of tenants and future property owners. Authorized Representatives may consider factors in a variance request including:

- (a) Are there other environmental benefits such as air or water quality or resiliency that are not captured in the SIR analysis;
- (b) Will the proposed qualifying improvements generate environmental marketable credits that can be monetized;
- (c) What is the SIR calculation for the project (how far below 1);
- (d) If the SIR is < 1 over the term of the assessment, is the SIR > 1 over the useful life of the equipment;
- (e) What is the impact of a variance request on affected third parties; and
- (f) Other information the owner and lender wish to submit regarding the impact of the qualified improvements on the community.

¹³ Tex. Local Gov't Code §399.009(b).

¹⁴ Subject to the current Texas PACE in a Box requirements.

Any such variance request must be formerly approved in advance by the County.

- m. **Mortgage Holder Notice and Consent.** As a condition to the execution of a written contract between the chosen Authorized Representative and the property owner imposing an assessment under the PACE Program, the holder of any mortgage lien on the property must be given notice of the owner's intention to participate in the PACE Program on or before the 30th day before the date the contract is executed, and the owner must obtain the written consent of all mortgage holders.¹⁵
- n. **Imposition of Assessment.** The chosen Authorized Representative may enter a written contract with the property owner, only after:
 - (1) The property owner delivers to the Authorized Representative written consent of all mortgage lien holders;
 - (2) The Authorized Representative's determination that the owner and the property are eligible to participate in the PACE Program, that the proposed improvements are reasonably likely to decrease energy or water consumption or demand, and that the period of the requested assessment does not exceed the useful life of the Qualified Improvements; and
 - (3) The Eligible Lender notifies the Authorized Representative that the owner has demonstrated the financial ability to fulfill the financial obligations to be repaid through contractual assessments.

The contract will impose a contractual assessment on the owner's Eligible Property to repay the lender's financing of the Qualified Improvements. The Authorized Representative will file "A Notice of Contractual Assessment Lien," in substantially the form in Exhibit 4 in the Official Public Records of Brazos County, the county where the property is located, as notice to the public of the assessment, from the date of filing. The contract and the notice must contain the amount of the assessment, the legal description of the property, the name of the property owner, and a reference to the statutory assessment lien provided under the PACE Act.

- o. **Collection of Assessments.** The execution of the written contract between the County and the property owner and recording of the Notice of Contractual Assessment Lien incorporate the terms of the financing documents executed between the property owner and the lender to repay the financing secured by the assessment. The lender will advance financing to the owner, and the terms for repayment will be such terms as are agreed between the lender and the owner. Under the PACE form lender contract attached as Exhibit 3, the lender or a designated servicer will agree to service the debt secured by the assessment.

With funds from the lender, the property owner can purchase directly the equipment and materials for the Qualified Improvement and contract directly, including through lease, power purchase agreement, or other service contract, for the installation or modification of the Qualified Improvements. Alternatively, the

¹⁵ Tex. Local Gov't Code §399.010.

lender may make progress payments to the property owner as the Qualified Improvement is installed.

The lender will receive the owner's assessment payments to repay the debt and remit to the chosen Authorized Representative any administrative fees. The lender will have the right to assign or transfer the right to receive the installments of the debt secured by the assessment, provided all the following conditions are met:

- (1) The assignment or transfer is made to an Eligible Lender, as defined above;
- (2) The property owner and the Authorized Representative are notified in writing of the assignment or transfer and the address to which payment of the future installments should be mailed at least thirty (30) days before the next installment is due according to the schedule for repayment of the debt; and
- (3) The assignee or transferee, by operation of the financing documents or otherwise, written evidence of which shall be provided, assumes lender's obligations under the lender contract.

- p. Verification Review. After a Qualified Improvement is completed, the chosen Authorized Representative will require the property owner to provide verification by a qualified independent third-party reviewer that the Qualified Improvement was properly completed and is operating as intended.¹⁶ The verification report conclusively establishes that the improvement is a Qualified Improvement and the project is qualified under the PACE Program.¹⁷
- q. PACE Program Marketing and Education Services. Authorized Representatives will provide service provider outreach and education for all stakeholders including presentations, conference booths and individual meetings, and provide written and electronic materials such as case studies, flyers, and webinars. The County may choose to collaboratively promote energy and water conservation and economic development to facilitate marketing, outreach and education services for the PACE Program.
- r. Quality Assurance and Antifraud Measures. Authorized Representatives will institute quality assurance and antifraud measures for the PACE Program and will review each PACE application for completeness and supporting documents through independent review and verification procedures. The application and required attachments will identify and supply the information necessary to ensure that the property owner, the property itself, and the proposed project all satisfy PACE Program underwriting and technical standard requirements. Measures will be put in place to provide safeguards, including a review of the energy and water savings baseline and certification of compliance with the technical standards manual from an independent third-party reviewer (ITPR), who must be a registered professional engineer, before the project can proceed. This review will

¹⁶ TX Local Gov't Code §399.011(b).

¹⁷ TX Local Government Code §399.011(a-1)

include a site visit, report, and a letter from the ITPR certifying that he or she has no financial interest in the project and is an independent reviewer. After the construction of the project is complete, an ITPR will conduct a final site inspection and determine whether the project was completed and is operating properly. The reviewer's certification will also include a statement that the reviewer is qualified and has no financial interest in the project.

s. **Delinquency.** Under the terms of the PACE form lender contract attached as **Exhibit 3**, if a property owner fails to pay an agreed installment when due on the PACE assessment, the lender agrees to take at least the following steps to collect the delinquent installment:

- (1) Mail a written notice of delinquency and demand for payment to the property owner. Lender shall mail a copy of the first notice of delinquency to the holder(s) of any mortgage lien on the Property, to HUD if this is a HUD assisted or FHA insured Project; and to Freddie Mac if the lien is held by Freddie Mac.
- (2) Mail a second notice of delinquency and demand for payment to the property owner at least 30 days after the date of the first notice if the delinquency is continuing; and lender shall also mail a copy of the second notice of delinquency to the holder(s) of any mortgage lien on the Property, to HUD if this is a HUD assisted or FHA insured Project, and to Freddie Mac if the lien is held by Freddie Mac.

The holder(s) of any mortgage lien on the property, HUD, if this is a HUD assisted or FHA insured Project, and Freddie Mac if the mortgage lien is held by Freddie Mac, shall have not less than a 60-day notice and right to cure the delinquency by paying the amount of the delinquent Installment. If property owner or other parties with the right to cure under this contract fails to cure the delinquency on or before the 30th day after the mailing of the second notice of delinquency, lender or its designee may notify the chosen Authorized Representative in writing of a default in payment by property owner. Upon receipt of such notice and after doing its own due diligence, Authorized Representative shall certify the default to the County.

Upon request by the lender, the Authorized Representative will initiate steps to enforce the assessment lien in the same manner as a property tax lien against real property may be enforced. Delinquent installments will incur penalties and interest in the same manner and at the same rate as delinquent property taxes, according to Texas Local Government Code Section 399.014(d), and such statutory penalties and interest will be due to the County to offset the cost of collection.

To ensure that the collection of delinquent installments of assessments is congruent with the collection of delinquent property taxes the following procedures will be followed:

- (1) Any delinquent account on which two thirty (30) day notices of delinquency have been mailed as specified herein shall be enforced by means of Judicial Enforcement.
- (2) Delinquent installments of assessment(s) through November 30 of any year will incur penalties and accrue interest as specified in the Financing Documents.
- (3) On or after February 1 of any year, the Authorized Representative will notify the County Tax Assessor/Collector and the entity that collects delinquent taxes for the County of the amount due as of January 31 of said year. The amount due on January 31 shall become the base amount of delinquency which will incur penalties and accrue interest and collection fees in the same manner and on the same schedule as delinquent property taxes.
- (4) Installments of assessment(s) becoming delinquent after November 30 of any year will incur penalties and accrue interest as specified in the Financing Documents but, notification of the County Tax Assessor/Collector and the entity that collects delinquent taxes for the County shall not occur until February 1 following delinquency. The amount due on January 31 following delinquency shall become the base amount of delinquency which will incur penalties and accrue interest and collection fees in the same manner and on the same schedule as delinquent property taxes.

If the County files suit to enforce collection of an assessment, the County may recover costs and expenses, including its attorney's fees, in a suit to collect a delinquent installment of an assessment in the same manner and at the same rates as in suit to collect delinquent property taxes. If a delinquent installment of an assessment is collected in a judicial foreclosure proceeding, the County may recover the payment of any delinquent ad valorem taxes due to it, and the costs and expenses as set forth in the Texas Tax Code Sec. 33.48, and the Lender will be remitted the net amount of the delinquent assessment installments and any additional sums collected that are due to it under the Financing Documents. The County shall also remit to the Authorized Representative the amount of any administrative fees collected.

- t. Judicial Enforcement: Authorized Representatives are authorized to enter into a contract with the entity that collects delinquent taxes for the County to enforce the collection of delinquent installments of the assessments including interest, penalties, and fees in accordance with Texas Law governing delinquent property tax collection and the agreement between the parties. Any lawsuit to enforce collection of an assessment including foreclosure of a delinquent assessment lien shall be brought in the name of the County. Such lawsuits will be filed and prosecuted in accordance with the statutes, procedures, and rules for the collection of delinquent property taxes.



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Budget Office

NUMBER:

DATE OF COURT MEETING: 11/19/2024

ITEM: Request from the Public Defender for the following personnel changes with effective date as of November 23, 2024. This change has no effect to the Texas Indigent Defense Commission Grant's FY 2025 budget.

- a. Increase B0132-3 Public Defender I, biweekly rate \$3,496.74 to \$3,884.62, Salary Full-Time
- b. Decrease B0132-2 Public Defender I, biweekly rate \$4,056.36 to \$3,769.23, Salary Full-Time

TO: Commissioners Court

FROM: Nina Payne

DATE: 11/13/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

SOURCE OF FUNDS: Grant Fund 30000 - Texas Indigent Defense Commissioner Grant

ACTION REQUESTED OR ALTERNATIVES: Request approval.

ATTACHMENTS:

File Name

Description

Type



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Budget Office

NUMBER:

DATE OF COURT MEETING: 11/19/2024

ITEM:

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TO: Commissioners Court

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DATE: 11/13/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00


SOURCE OF FUNDS: Grant Fund 30000 - Texas Indigent Defense Commissioner Grant

ACTION REQUESTED OR ALTERNATIVES: Request approval.

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
PD_Memo_11.13.24.pdf	Public Defender Memo	Cover Memo
Public_Defender_11.11.24.pdf	Personnel Change Calculations	Backup Material

APPROVED


Duane Peters
County Judge

11/19/24
Date



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 11/19/2024

ITEM: Approval of the Interlocal Agreement - Surplus Property Transfer between Brazos County and Texas Historical Commission (Boonville).

TO: Commissioners Court

DATE: 11/13/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

[Boonville_Timbers_ILA.pdf](#)

Description

ILA Boonville Timbers

Type

Cover Memo

STATE OF TEXAS §

COUNTY OF BRAZOS §

**INTERLOCAL AGREEMENT
SURPLUS PROPERTY TRANSFER**

This Interlocal Agreement (“Agreement”) is made and entered into on this the 6 day of October, 2024, by and between Brazos County, Texas (“County”) a political subdivision of the State of Texas, and Texas Historical Commission (“Commission”), a governmental entity of The State of Texas:

WHEREAS, the parties to this Agreement are both political subdivisions of the State of Texas,;

WHEREAS, the County is the owner of certain real property known as The Boonville Cemetery (“Boonville”);

WHEREAS, the County has determined that a significant number of dead trees need to be removed from Boonville for public safety reasons;;

WHEREAS, the Commission is in need of logs to be used in the renovation of the Washington-on-the-Brazos State Historic Site; and

WHEREAS, the Brazos County Commissioner’s Court has determined that it is in the best interests of the community to transfer ownership of the timbers to the Commission so they can be used more effectively for the benefit of all:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The County shall provide to the Commission, at Boonville, a number of timbers that are at least four inches (4”) in diameter and not more than sixteen feet (16’) in length.
2. The Commission shall remove the timbers within a reasonable time after being notified that the logs are available.
3. The Commission shall indemnify, defend and hold harmless the County from any and all liability arising out of the pick up and/or transport of the timbers.
4. This Agreement constitutes the sole and only Agreement of the Parties hereto respecting the subject matter covered by this Agreement, and supersedes any prior understandings or written or oral agreements between the parties. No amendment, modification or alteration of the terms hereof shall be binding unless the same shall be in writing and dated subsequent to the date hereof and duly executed by the parties hereto.
5. This Agreement shall be construed under and in accordance with the laws of the State of Texas and the obligations of the parties created hereunder are performable by the parties

in the City of Bryan, Brazos County, Texas. Venue for any litigation arising under this Agreement shall be in a court of appropriate jurisdiction in Brazos County, Texas.

6. The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.

Executed to be effective as of the date above written.

TEXAS STATE HISTORICAL COMMISSION

BRAZOS COUNTY, TEXAS

Jonathan Failor
Jonathan Failor, Site Manager

Duane Peters
Duane Peters, County Judge

ATTEST:

Karen McQueen
Karen McQueen, County Clerk

APPROVED AS TO FORM

Bruce L. Eratt
Bruce L. Eratt, General Counsel



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 11/19/2024

ITEM: Approval of Interlocal Agreement - Water Transport Permit Protest between Brazos County, City of College Station, and City of Bryan.

TO: Commissioners Court

DATE: 11/14/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

[UW_ILA.pdf](#)

Description

ILA - Water Transport Permit Protest

Type

Backup Material

STATE OF TEXAS §

COUNTY OF BRAZOS §

INTERLOCAL AGREEMENT
WATER TRANSPORT PERMIT PROTEST

This Interlocal Agreement (“Agreement”) is entered into by and between Brazos County, (“County”), the City of College Station, (“CoCS”), and the City of Bryan (“Bryan”) executed to be effective when signed by all parties on the date the last party signs (“Effective Date”).

WHEREAS, on or about May 28, 2024, the parties received notice from the Brazos Valley Groundwater Conservation District of seven transport permit applications, each with a co-applicant of UW Brazos Valley Farms, LLC, seeking to export water from Robertson County to counties located along the I-35 corridor; and

WHEREAS, the groundwater to be taken from Robertson County will come from the Simsboro formation, which will directly affect the parties because the water needed for the citizens and students served by the parties comes from that formation; and

WHEREAS, if these permits are granted, the applicant’s intended export of groundwater from the District will have a serious detrimental impact on the supply of water to the parties’ constituents under current permits associated with water supply, and therefore the removal of this water will only benefit communities outside the Brazos Valley, and will be at the expense of the parties and their constituents; and

WHEREAS, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, authorizes all local governments to contract with each other to provide a governmental function or service that each party to the contract is authorized to perform individually and in which the contracting parties are mutually interested; and

WHEREAS, the parties have agreed to engage the services of Jim Mathews of Mathews and Freeland P.C. to present their protest to the Brazos Valley Groundwater District and since Mr. Mathews has a current billing arrangement with Bryan, the parties agree that Mathews and Freeland P.C. will submit invoices to Bryan for payment, and the other parties will reimburse Bryan for their respective share of the costs incurred in presenting the protest; and

WHEREFORE PREMISES CONSIDERED

1. The parties agree to joint legal representation, and cost sharing as set out herein, for protesting the permit applications.
2. Bryan agrees to engage Jim Mathews of Mathews and Freeland, P.C. (“Attorney”) to provide legal services with respect to protesting the permits to transport groundwater out of the Brazos Valley. Bryan affirms that it has complied with the requirements of Chapter 2254 of the Government Code, and the Attorney was selected based on being the most qualified provider.

3. Bryan agrees to pay the Attorney within thirty (30) days of receipt of any reasonable invoices for the work that is the subject of this Agreement, in accordance with the Prompt Payment Act. Bryan shall tender a copy of the invoice to the other parties along with a request for reimbursement. The parties understand that the Attorney may represent Bryan on other matters not related to this Agreement. In the event that an invoice includes matters not related to this Agreement, Bryan may redact information to preserve the attorney/client privilege, provided that the redaction does not include fees charged. The other parties shall not be responsible for any portion of fees for matters not related to this Agreement.
4. CoCS and the County agree to reimburse Bryan for their respective shares of the Attorney's fees related to the protest. It is understood that the Parties are benefiting from work performed prior to the date of this Agreement, and that this Agreement ratifies the decision to engage the Attorney on behalf of the parties.
5. CoCS and the County agree that within thirty (30) days of receipt of the copy of any invoices and the request for reimbursement from Bryan, they will tender a reimbursement within thirty (30) days. Each party is responsible for their share in accordance with the following proportions:
 - a. Bryan 1/3
 - b. CoCS 1/3
 - c. County 1/3
6. **Term.** The initial term of this Agreement shall be for one (1) year from the Effective Date. Thereafter, this Agreement shall automatically renew for additional one (1) year terms until terminated by any Party pursuant to the Termination section, below.
7. **Interlocal Cooperation Act.** The Parties expressly acknowledge that each Party to this Agreement is a local government as that term is defined in the Interlocal Cooperation Act. Nothing in this Agreement will be construed as a waiver or relinquishment by any Party of its right to claim such exemptions, privileges, and immunities as may be provided by the Constitution and the Laws of the State of Texas.
8. **Amendment.** The terms and conditions of this Agreement may be amended upon mutual consent of all Parties. Mutual consent will be demonstrated by approval of each governing body of each Party hereto. No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing, duly approved and signed by the authorized representatives of all Parties.
9. **Termination.** This Agreement may be terminated for cause upon sixty (60) days advance written notice by any Party after providing written notice and giving the other Party an opportunity to cure any alleged breach.
10. **Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the Parties relating to the subject matter of this Agreement. No oral understandings, statements, promises, or inducements contrary to the terms of this agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any Party before or after

the execution of this Agreement shall affect or modify any of the terms or obligations hereunder. Any items not covered in this Agreement are subject to the conditions and standards of the approved permit.

11. **Venue and Choice of Law.** This Agreement has been made under and shall be governed by the laws of the State of Texas. Performance and all matters related thereto shall be in Brazos County, Texas, United States of America and venue shall be in any court having jurisdiction in said county.
12. **Waiver.** Failure of any Party, at any time, to enforce the provision of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this agreement, any part hereof, or the right of either Party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the Party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.
13. **Invalidity.** If any provision of this Agreement shall be held invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The Parties shall use their best efforts to replace the respective provision or provisions of the Agreement with legal terms and conditions approximating the original intent of the Parties.
14. **Notice.** Any official notices by one Party to another must be in writing and be personally delivered or sent by registered or certified United States Mail, properly addressed to the respective Parties as stated below. Any other day to day communication by the Parties' staff may be by any other means of sufficient communication.

City of Bryan
P.O. Box 1000
Bryan, Texas 77805-1000
Attn: City Manager

Brazos County
200 S. Texas Ave. Suite 332
Bryan, Texas 77803
Attn: County Judge

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

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

[signatures to follow]

CITY OF BRYAN

By: _____
Bobby Gutierrez, Mayor

Date: _____

ATTEST:

Mary Lynne Stratta, City Secretary

APPROVED AS TO FORM

Thomas A. Leeper, City Attorney

CITY OF COLLEGE STATION

By: _____
Mayor

Date: _____


ATTEST:

City Secretary

APPROVED AS TO FORM

City Attorney

BRAZOS COUNTY

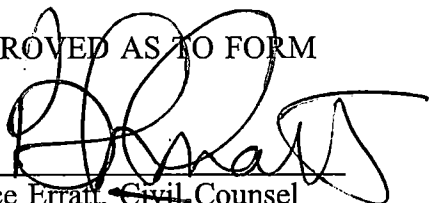
By: 
Duane Peters, County Judge

Date: 11/19/24

ATTEST:


Karen McQueen, County Clerk

APPROVED AS TO FORM


Bruce Erratt, Civil Counsel
GENERAL



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 11/19/2024

ITEM: Approval of the Administrative Services Agreement with Texas Association of Counties for 2025.

TO: Commissioners Court

DATE: 11/14/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

Description

Type



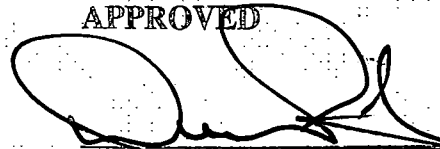
**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: _____ NUMBER: _____
DATE OF COURT MEETING: 11/19/2024
ITEM: Approval of the Administrative Services Agreement with Texas Association of Counties for 2025.
TO: Commissioners Court
DATE: 11/14/2024
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
2025_Brazos_Co_ASA.docx	Administrative Services Agreement	Backup Material
2025_Brazos_Co_Addendum_A.docx	Add. A	Backup Material
2025_Brazos_Co_Addendum_B.docx	Add. B	Backup Material
2025_Brazos_Co_Exhibit_One.docx	Exhibit One	Backup Material
2025_Brazos_Co_FEE_SCHEDULE.doc	Fee Schedule	Backup Material
2025_Brazos_Co_Stop-Loss_Agreement.docx	Stop Loss Agreement	Backup Material

APPROVED



Duane Peters
County Judge

11/19/24
Date



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Purchasing

NUMBER:

DATE OF COURT MEETING: 11/19/2024

ITEM: Approval of the following change orders to RFP #18-097 Expansion of Juvenile Detention Facility with Collier Construction:

- a. Change Order #3 - Partial Release of Retainage
- b. Change Order #4 - Increase the contract sum by \$179,657.44 for additional labor. The new contract sum will be \$17,612,903.22.

TO: Commissioners Court

FROM: Presley Nelson

DATE: 11/13/2024

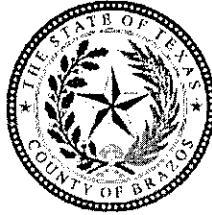
FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
Change Order #3.pdf	Change Order #3	Backup Material
Change Order #4.pdf	Change Order #4	Backup Material
18-097- Collier Construction- Juvenile Expansion- Approved Contract.pdf	Original Contract	Backup Material



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Purchasing NUMBER:
DATE OF COURT MEETING: 3/27/2018
ITEM: Award and approval of contract for RFP # 18-097 Expansion of Juvenile Detention Facility. The committee recommends an award to Collier Construction in the amount of \$17,399,000 including the base bid and all alternates, 1-8.
TO: Commissioners Court
FROM: Wm. Charles Wendt
DATE: 03/07/2018
FISCAL IMPACT: True
BUDGETED: True
DOLLAR AMOUNT: \$17,399,000.00

ACTION REQUESTED OR ALTERNATIVES: Award and approval of contract for RFP # 18-097 Expansion of Juvenile Detention Facility. The committee recommends an award to Collier Construction in the amount of \$17,399,000.

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
Collier_Response.pdf	Vender Response	Backup Material
Brazos_Juvenile_Draft_Agreement.pdf	Agreement	Backup Material
Exhibit_A.pdf	Exhibit A	Backup Material
Exhibit_E.pdf	Exhibit E	Backup Material
Tab_Sheet.pdf	Tab Sheet	Backup Material

**AGREEMENT
FOR CONSTRUCTION OF JUVENILE EXPANSION**

RFP # 18-097

BRAZOS COUNTY, TEXAS

TABLE OF ARTICLES

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

**AGREEMENT FOR CONSTRUCTION OF THE EXPANSION
OF THE JUVENILE JUSTICE FACILITY**

This Agreement for the **EXPANSION OF THE JUVENILE JUSTICE FACILITY**, Brazos County, Texas, in the amount of **SEVENTEEN MILLION, THREE HUNDRED NINETY-NINE THOUSAND DOLLARS (\$ 17,399,000.00)**, is entered into this 13th day of March, 2018 by and between **BRAZOS COUNTY, TEXAS** (hereafter referred to as "Owner"), 200 South Texas Ave., Ste. 352, Bryan, Texas 77803, and **COLLIER CONSTRUCTION LLC** (hereinafter referred to as "Contractor"). The **EXPANSION OF THE JUVENILE JUSTICE FACILITY** is hereinafter referred to as the "Project." The Architect/Engineer for the Project is the firm TreanorHL Architects and is hereinafter referred to as "Architect."

ARTICLE 1
GENERAL PROVISIONS

1.1. BASIC DEFINITIONS

1.1.1 THE COMPLETE CONTRACT DOCUMENTS: The complete Contract Documents consist of the Agreement between Owner and Contractor (hereinafter the "Agreement"), all documents included in **RFP # 18-097**, contractor response, contractor's letter dated 3/6/18 and the Drawings, Project Manual and Bid Specifications, as well as Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract.

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

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

1.1.2.1 SUMMARY OF THE CONTRACT PRICE: Contractor's price schedule, Exhibit E, indicated a best and final offer of **SEVENTEEN MILLION, THREE HUNDRED NINETY-NINE THOUSAND DOLLARS (\$ 17,399,000.00)** inclusive of

the base bid and alternates one through eight.

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

1.1.4 THE PROJECT: The Project is the **EXPANSION OF THE JUVENILE JUSTICE FACILITY** 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: GENERALLY, the Project consists of the "Selective renovation and addition to an existing 43,000 GSF one-story juvenile detention facility. Renovation of approximately 11,400 GSF of the existing facility and an addition of approximately 37,450 GSF. The project will be built in multiple phases as indicated with in the documents. The project includes secure detention housing and program areas, secure educational areas, offices, and a new staff-secure educational facility." Owner and Contractor have further agreed acceptance of the following: all items contained in **ADDENDUM ONE, TWO AND THREE** and letter from Collier Construction dated March 6, 2018

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 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 calculated from the date of signing of this Agreement until Substantial Completion as defined under Article 9.8.
- .6 **Day:** A calendar day beginning and ending at 12:00 midnight.
- .7 **Equal; approved equal; Architect approved; acceptable; approved; satisfactory; required; directed; instructed:** Such terms and related phrases shall relate to the opinions and interpretations of the Contract Documents by the Architect, unless otherwise stated, and shall be limited in authority and responsibility as defined under this Agreement and the contract between the Architect and Owner.
- .8 **Date of Final Completion:** The date when Architect and Owner find all the work of the Contract documents acceptable and the Contract fully performed.
- .9 **Occurrence:** Is defined as follows for purpose of insurance – An event which occurs during the policy period, or a continuous or repeated exposure to conditions which result, during the policy period in bodily injury, sickness or disease, or injury to or destruction of property, excluding injuries or deaths of one or more persons or organizations, including the loss of use thereof, resulting from a common cause or from exposure to substantially the same general condition existing at or emanating from each location shall be deemed to result from one occurrence.
- .10 **Not-In-Contract (N.I.C.):** Work not included in this Contract.
- .11 **And/or:** Shall mean both **"and" and "or"** and shall be enforceable by Owner when read in either manner.
- .12 **General Contractor:** Same as Contractor.
- .13 **Material Man; Material Supplier:** Anyone that supplies material only and does not perform any labor at the site of the work.
- .14 **Timely Change:** A change in the work that can be arranged before the particular item of work has required the expenditure of any non-recoverable costs by the Contractor and/or subcontractors.
- .15 **Late Change:** A change in the work that cannot be performed before the

particular item of work that requires the expenditure of some non-recoverable cost after shop drawings, samples and/or schedules related to the change have been reviewed and found acceptable.

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

- .24 Inspect:** "Inspect" and any derivative thereof, as used in reference to the Architect shall mean; Type of evaluation that a reasonably prudent architect, in the exercise of ordinary care, would make to determine if the Work is in general accordance with the Contract Documents; they are not "inspections" as would necessarily disclose a defect.
- .25 See:** In the interest of conciseness, references to specification sections and details are preceded by the word "see." Any such references are to be interpreted to include applicable form of phrase "...and comply with."

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

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

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

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

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

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

- A. Modifications, Change Orders or a Change Proposal Request
- B. This Agreement, including the General Conditions stated herein.
- C. Addenda
- D. RFP # 18-097 and Contractor Response, including letter dated 3/6/18
- E. Special Conditions
- F. Specifications and Drawings. In the case of an inconsistency between Drawing and specifications or within either document, the better quality and the greater quantity of work shall be provided unless otherwise directed by Architect.
- G. Wage Rate

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

1.2.7 Enumeration of Items: Lists of "work included," "work excluded" and "description of the work" and similar groupings are not intended to enumerate each and every item

of work or appurtenance required therein, but shall be used in conjunction with all other portions of the Contract Documents to establish the requirements for completion of the Work or any portions thereof.

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

1.3 CAPITALIZATION

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

1.4 INTERPRETATION

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

1.5 EXECUTION OF CONTRACT DOCUMENTS

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

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

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

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

Subcontractors, Sub-subcontractors and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect and/or Architect's consultants appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this license shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Architect and/or the Architect's consultants. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's copyright or other reserved rights.

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

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

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

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

1.6.2.4 If documents, including those in electronic form, are modified, revised or changed in any way by the Contractor, Subcontractor, Sub-subcontractor, and material

and equipment supplier, or others, any reference to the Architect and Architect's consultant and any professional seals and signatures shall be removed from the documents.

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

ARTICLE 2 **OWNER**

2.1 DEFINITION

2.1.1 The Owner is Brazos County, Texas. The term "Owner" means the Owner or the Owner's authorized representative. The Owner's representative is **Gary Arnold, Capital Projects 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, legal limitations and utility locations 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, use or occupancy of permanent structures or for permanent changes in existing facilities.

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

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

2.4.3 The Owner reserves the right to:

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

- .3 make changes to the work.
- 2.4.4 The Owner shall not be required to accept from the Contractor (unless specifically agreed upon):
- .1 Partial Substantial Completion, except for phases indicated in the contract documents;
 - .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 Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS

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

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

3.2.3 If the Contractor believes that additional cost or time is involved because of clarifications, interpretations or instructions issued by the Architect in response to the

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

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

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

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

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

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

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

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

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

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

3.3.6 The Contractor shall provide a full-time Project Superintendent with a minimum of five years of similar construction experience. Superintendent shall be approved by Architect and permanently assigned to project until full completion of project.

3.3.7 The Contractor shall employ Licensed Surveyor to locate and stake out the Work and establish necessary reference and bench marks. Work from established bench marks and reference points, layout and correctly establish all lines, levels, grades and locations of all parts of their own Work and be responsible for their accuracy and proper correlation with Work and established data.

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, heat, utilities, transportation and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

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

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

3.5 WARRANTY

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

3.5.2 Immediately prior to each Date of Substantial Completion, Contractor shall

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

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

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

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

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

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

- .1 Damages to the building contents and/or building utilities 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 mechanical, electrical and plumbing 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 shall furnish Owner with sales and use tax exemption reports to enable Owner to meet state reporting requirements.

3.7 PERMITS, FEES AND NOTICES

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

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

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

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

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

3.8 ALLOWANCES

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

3.8.2 Unless otherwise provided in the Contract Documents:

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

3.8.3 Contingency Allowance is established as \$ 795,500 and shall be processed pursuant to the Specifications. \$700,000 per specs plus \$95,500 per letter from Collier Construction dated March 6, 2018.

3.9 SUPERINTENDENT

3.9.1 The Contractor shall employ a competent superintendent with a minimum of five years of similar construction experience and necessary assistants who shall be in attendance at the Project site during performance of the Work. The Superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

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

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

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

3.10.1 The Contractor, promptly (within thirty 30 days) after notification of contract award, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised monthly or at appropriate intervals as required by the conditions of the Work and Project whichever is less, shall be related to the entire Project to the extent required by the Contract Documents and shall provide for expeditious and practicable execution of the Work.

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

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

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

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

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

3.11 DOCUMENTS AND SAMPLES AT THE SITE

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

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way the Contractor proposes to conform to

the information given and the design concept expressed in the Contract Documents. Review by the Architect is subject to the limitations of Subparagraph 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals which are not required by the Contract Documents may be returned by the Architect without action.

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

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

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

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

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

3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In absence of such written notice the Architect's review 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 architecture 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 Architect will specify performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided the Owner and Architect have specified to the Contractor appropriate performance and design criteria that such services must satisfy. Pursuant to this Subparagraph 3.12.10, the Architect will review or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

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

3.13 USE OF SITE

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

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

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

3.14 CUTTING AND PATCHING

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

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

the Owner, or a separate contractor, the Contractor's consent to cutting or otherwise altering the Work.

3.15 CLEANING UP

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

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

3.16 ACCESS TO WORK

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

3.17 ROYALTIES AND PATENTS

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

3.18 INDEMNIFICATION

3.18.1 TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE OWNER, ITS ELECTED OFFICIALS, APPOINTED OFFICIALS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES, ARCHITECT, ARCHITECT'S CONSULTANTS (COLLECTIVELY REFERRED TO AS THE "INDEMNITEES") FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, DAMAGES, LOSSES, COSTS, AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES, ARISING OUT OF, RESULTING FROM, OR OCCURRING IN CONNECTION WITH THE PERFORMANCE OF THE WORK PROVIDED THAT SUCH CLAIM, LIABILITY, DAMAGES, LOSS, COSTS OR EXPENSE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE, OR DEATH OR TO INJURY TO, OR DESTRUCTION OF, TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF), INCLUDING THE LOSS OF USE THEREOF IN ANY WAY OCCURRING, INCIDENT TO, ARISING OUT OF OR IN CONNECTION WITH: (A) A BREACH OF THE WARRANTIES PROVIDED BY THE CONTRACTOR; (B) THE WORK PERFORMED OR TO BE PERFORMED BY THE CONTRACTOR, ITS CONTRACTORS, SUB-CONTRACTORS, SUB-SUB-CONTRACTORS, AND SUPPLIERS, AND THEIR EMPLOYEES AND AGENTS; (C) ANY NEGLIGENT ACTION AND/OR OMISSION OF THE INDEMNITEES RELATED

IN ANY WAY TO THE PROJECT WHETHER THE INDEMNITEES ARE NEGLIGENT IN WHOLE OR IN PART, AND EVEN WHEN THE LOSS IS CAUSED BY THE SOLE FAULT OR NEGLIGENCE (INCLUDING ACTS OR OMISSIONS THAT ARE CHARACTERIZED AS NEGLIGENCE PER SE, NEGLIGENCE PREMISED ON STRICT LIABILITY, OR ANY OTHER TYPE OF NEGLIGENCE) OF THE INDEMNITEES; OR (D) ANY FINES, PENALTIES, DAMAGES (INCLUDING PUNITIVE), LIABILITIES, COSTS AND EXPENSES IN CONNECTION WITH: (1) A VIOLATION OF ANY LAW, STATUTE, RULE, ORDINANCE, CODE OR OTHER REQUIREMENT OF PUBLIC AUTHORITIES; (2) MEANS, METHODS, PROCEDURES OR SEQUENCES OF EXECUTION OR PERFORMANCE OF THE WORK; AND (3) FAILURE TO SECURE AND PAY FOR PERMITS, FEES, APPROVALS, LICENSES AND INSPECTIONS FOR WHICH THE CONTRACTOR IS RESPONSIBLE UNDER THE CONTRACT DOCUMENTS. THE CONTRACTOR'S INDEMNITY OBLIGATION HEREIN SHALL NOT BE CONSTRUED TO NEGATE, ABRIDGE OR REDUCE OTHER RIGHTS OR OBLIGATIONS OF INDEMNITY THAT 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 Architect, the Architect's consultants and agents and employees of any of them arising out of: (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications; or (2) the giving of, or the failure to give, directions or instructions by the Architect, the Architect's consultants and agents and employees of any of them, provided such giving, or failure to give, is the primary cause of the injury or damage. The indemnity for the Architect, the Architect's Consultants, agents and employees does not extend to any indemnity prohibited by Section 130.003 of the Texas Civil Practice and Remedies Code.

3.19 ADDITIONAL REQUIREMENTS

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

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

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

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

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

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

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

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

ARTICLE 4 **ADMINISTRATION OF THE CONTRACT**

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

Prior to Day 0: Award of contract by Commissioners' Court

Day 0: Notice to Proceed is delivered to Contractor after Architect provides response to Schedule of Values, Insurance, Payment and Performance Bonds, List of subcontractors and Construction schedule to Contractor and the Contractor receives the building permit from the City of Bryan

No later than Day 664: Contractor attains Substantial Completion

No later than Day 694: Contractor attains Final Completion.

4.1 ARCHITECT

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

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

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

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

4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT

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

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

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

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

4.2.4 Except as otherwise provided in the Contract Documents or when direct

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

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

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

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

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

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

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

4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If no agreement is made concerning the time within which interpretations required of the Architect shall be furnished in compliance with this Paragraph 4.2, then delay shall not be recognized on account of failure by the Architect to furnish such interpretations until fourteen (14) days after written request is received.

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

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

4.3 CLAIMS AND DISPUTES

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

4.3.1.1 Claims must contain following:

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

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

4.3.3 Time Limits on Claims initiated prior to Final Payment. Claims by either party must be initiated and submitted within **twenty-one (21)** days after occurrence of the event giving rise to such Claim or within **twenty-one (21)** days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be initiated and submitted by written notice to the Architect and the other party. An additional Claim made after the initial Claim has been implemented by Change Order will not be considered unless submitted in a timely manner.

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

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

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

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

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

4.3.8 Claims for Additional Time

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

4.3.8.1.1 The Contractor's request for an increase in the time shall be submitted with monthly 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 due to abnormal weather conditions will be the records of the National Oceanographic and Atmospheric Administration (NOAA) for the prior ten (10) years. In the absence of NOAA records for a specific Project site, upon mutual agreement, local official records will be the basis. Furthermore, the effect of such abnormal weather must be demonstrated.

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

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

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

4.3.10 If unit prices are stated in the Contract Documents, or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive, so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted. For purposes of this provision, "Materially" shall mean a change in quantity of at least twenty-five percent (25%) and a change in price of at least ten thousand dollars (\$10,000.00)

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.

4.4 RESOLUTION OF CLAIMS AND DISPUTES

4.4.1 Decision of Architect:

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

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

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

4.4.4 If the Architect requests a party to provide a response to a Claim or to furnish

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

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

ARTICLE 5 SUBCONTRACTORS

5.1 DEFINITIONS

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

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

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

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

5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, within fourteen (14) days after award of the Contract, shall furnish in writing to the Owner *through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the work.* The Architect will promptly reply to the Contractor in writing stating whether or not the Owner or the Architect, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner or

Architect to reply promptly shall constitute notice of no reasonable objection.

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

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

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

5.3 SUBCONTRACTUAL RELATIONS.

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

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

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

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

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

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

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

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

ARTICLE 6

CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

6.1.1 Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces and to award separate contracts in connection with other portions of the Project or other construction 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.

6.2 MUTUAL RESPONSIBILITY

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

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

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

6.2.4 The Contractor shall promptly remedy damage caused by the Contractor to 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 Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor and an order for a minor change in the Work may be issued by the Architect alone.

7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents and the Contractor shall proceed promptly, unless otherwise

provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

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

7.2 CHANGE ORDERS

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

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

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

7.3 CONSTRUCTION CHANGE DIRECTIVES

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

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

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

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

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

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

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

- .1 costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' or workmen's compensation insurance;
- .2 costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work;
- .5 additional costs of supervision and field office personnel directly attributable to the change; and
- .6 the maximum allowance for overhead and profit combined included in the total cost to Owner shall be based on the following schedule:
 - A. for Contractor, for any work performed by his own forces, 15% of the cost;
 - B. for each subcontractor involved, work performed by his own forces, 10% of the cost;
 - C. for Contractor, for work performed by his subcontractor, 5% of the amount due the subcontractor.

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

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

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

Change Order.

7.4 MINOR CHANGES IN THE WORK

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

ARTICLE 8 **TIME**

8.1 DEFINITIONS

8.1.1 The Contractor shall achieve substantial completion of the Work not later than six hundred sixty-four (664) days (total days for all phases and final completion,) 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 permit acquisition following the final approval of the Agreement and receipt by the Contractor of the written notice to proceed from either the Owner or the Architect."

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

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

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

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

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

8.2 PROGRESS AND COMPLETION

8.2.1 Time limits stated in this Agreement are of the essence of the contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period 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 a approved extension of time, Contractor shall take some or all of following actions and submit supplementary schedule indicating effect of action on progress and completion of Work, all without additional costs to Owner;

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

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

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

8.3 DELAYS AND EXTENSION OF TIME

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

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

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

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

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

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

ARTICLE 9 **PAYMENTS AND COMPLETION**

9.1 CONTRACT SUM

9.1.1 The Contract Sum is SEVENTEEN MILLION, THREE HUNDRED NINETY-NINE THOUSAND DOLLARS (\$ 17,399,000.00) and, subject to authorized adjustments as provided in this Agreement, is the total amount payable by the Owner to the Contractor for performance of the Work.

9.2 SCHEDULE OF VALUES

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

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

9.3 APPLICATIONS FOR PAYMENT

9.3.1 Unless otherwise provided in the Contract Documents; applications for payment shall be submitted monthly by Contractor. The Contractor shall submit to the Architect

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

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

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

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

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

9.4 CERTIFICATES FOR PAYMENT

9.4.1 The Architect will, within five (5) days after receipt of the Contractor's Application for Payment and the Architect's site visit, either, issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Subparagraph 9.5.1.

9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's observations at the site and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the observed aesthetic quality of the Work is in accordance with the Contract Documents. The Architect's Certificate for Payment shall be based, in part, on the recommendation of the Contractor. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract documents upon Substantial Completion, to results of

subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has: (1) made exhaustive or continuous on-site evaluations and/or inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences or procedures; (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the contractor has used money previously paid on account of the Contract Sum.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

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

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

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

9.6 PROGRESS PAYMENTS

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

shall so notify the Architect.

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

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

9.6.2 The Contractor shall pay each Sub-contractor no later than seven (7) days after receipt of payment from the Owner, the amount to which the Sub-contractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Sub-contractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in similar manner.

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

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

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

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

9.7 FAILURE OF PAYMENT

9.7.1. If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within five (5) days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the contractor within seven (7) days after the date established in the Contract Documents the amount certified by the Architect, then the Contractor may, upon seven (7) additional days' written notice to the Owner or Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, as provided for in the Contract Documents.

9.8 SUBSTANTIAL COMPLETION

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

the Work for its intended use.

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

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

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

9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate.

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, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, or the Owner notifies the Contractor of intent to occupy or use a portion of the Work prior to substantial completion, the Contractor shall prepare and submit a list to the Architect as provided under Subparagraph 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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

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

9.10 FINAL COMPLETION AND FINAL PAYMENT

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

9.10.2 Unless otherwise provided in the Contract Documents, neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect: (1) an affidavit that payrolls, bills for materials and equipment and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied; (2) a certificate evidencing that insurance required by the Contract Document to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Owner; (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents; (4) consent of surety, if any, to final payment, and (5) if required

by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner, for Owner's review and approval. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys fees.

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

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

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

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

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

9.11 LIQUIDATED DAMAGES

9.11.1 Owner will suffer financial loss if the Project is not Substantially Complete on the date set forth in the Contract. Contractor and Contractor's Surety shall be liable for and shall pay Owner stipulated and fixed sums, hereinafter agreed to as liquidated damages, for each calendar day of delay after the date established for Substantial Completion until the Work is Substantially Complete: Five hundred dollars (\$500.00). It is understood that said sum shall be considered as liquidated damages and shall not be considered as a penalty against the Contractor

9.11.2 If thirty (30) days after Substantial Completion of the Work the Contractor is unable to achieve Final Completion of the Project 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 agreed to as liquidated damages, for each additional calendar day of delay past thirty (30) days after Substantial Completion until Final Completion is achieved: One Thousand Dollars (\$ 1,000.00). It is understood that said sum shall be considered as liquidated damages and shall not be considered as a penalty against the Contractor.

ARTICLE 10
PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY AND HEALTH PRECAUTIONS AND PROGRAMS

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

10.2 SAFETY OF PERSONS AND PROPERTY

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

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

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

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

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

the prosecution of such work.

10.2.4.1 Use or storage of explosives is prohibited.

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

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

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

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

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

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

determine if Contractor, Subcontractors or their representatives are in compliance with the aforementioned regulations.

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

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

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

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

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

10.3 HAZARDOUS MATERIALS OR SUBSTANCES

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

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

10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor will promptly reply to the

Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If the Contractor has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor has no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

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

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

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

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

10.4 EMERGENCIES

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

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

ARTICLE 11 **INSURANCE AND BONDS**

11.1 CONTRACTOR'S LIABILITY INSURANCE

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

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

11.1.2 The insurance required by Subparagraph 11.1.1 shall be written for not less than the limits of liability specified in the Bid documents or as required by law, whichever

coverage is greater. Coverage shall be written on an occurrence basis and shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment.

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

1. Workers' Compensation:
 - (a) State: **Texas** Statutory
 - (b) Applicable Federal (e.g., Longshoremen harbor work, Work at or outside U.S. Boundaries):
Statutory: **Not Applicable**
 - (c) Maritime: **Not Applicable**
 - (d) Employer's Liability: **\$ 1,000,000** each accident
\$ 1,000,000 disease, policy limit
\$ 1,000,000 disease, each employee
 - (e) Benefits required by union labor contracts: **As Applicable**

 2. Comprehensive or Commercial General Liability (including Premises-Operations; Independent Contractors' Protective: Products and Completed Operations; Broad Form Property Damage):
 - (a) Bodily Injury: **\$ 1,000,000** each occurrence
\$ 1,000,000 aggregate
 - (b) Property Damage: **\$ 1,000,000** each occurrence
\$ 1,000,000 aggregate
 - (c) Products and Completed Operations Insurance to be maintained for a minimum period of **five (5)** year(s) after final payment:
 - (d) Property Damage Liability Insurance shall include coverage for the following hazards:
 - 1) X (Explosion).
 - 2) C (Collapse).
 - 3) U (Underground).
 - (e) Broad Form Property Coverage shall include Completed Operations.

 3. Contractual Liability:
 - (a) Bodily Injury: **\$ 2,000,000** each occurrence
 - (b) Property Damage: **\$ 2,000,000** each occurrence
\$ 4,000,000 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.
-

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

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.

11.3 PROPERTY INSURANCE

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

11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall

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

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

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

11.4 PERFORMANCE BOND AND PAYMENT BOND

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

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

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

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

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

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

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

ARTICLE 12
UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.1 If a portion of the Work is covered contrary to the Architect's, Owner's or governing authority's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's, Owner's or governing authority's examination and be replaced at the Contractor's expense without change in the Contract Time.

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

12.2 CORRECTION OF WORK

12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

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

12.2.2 AFTER SUBSTANTIAL COMPLETION

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

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

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

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

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

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

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

12.3 ACCEPTANCE OF NONCONFORMING WORK

12.3.1 If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Contractor shall bear all direct, indirect and consequential costs attributable to Owner's evaluation of and determination to accept such defective or nonconforming Work (such costs to include but not limited to fees and charges of architects, 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.

13.2 SUCCESSORS AND ASSIGNS

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

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

13.2.3 Contractor shall not assign any monies due or to become due hereunder without written consent of Owner and of Contractor's Surety. The Contractor shall file a copy of such consent of Surety, together with copy of assignment with Owner and Architect. In case Contractor assigns all or any part of any monies due or to become due under this Contract, instrument of assignment must contain a clause substantially to effect that it is agreed that right of assignees in and to any monies due or to become due to Contractor shall be subject to prior liens and claims of all persons, firms and corporations for services rendered; for payment of all laborers and mechanics for labor performed; for payment for all materials and equipment furnished and payment for all materials and equipment used or rented in performance of the Work called for in Contract; and for payment of any liens, claims, or amounts due to governments or any of their funds.

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

13.4 RIGHTS AND REMEDIES

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

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

13.5 TESTS AND INSPECTIONS

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

13.5.2 If the Architect, Owner, Project inspector (if any), or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Subparagraph 13.5.1, the Project inspector (if any), or Architect will, upon written authorization from the Owner, instruct the Contractor to make

arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the testing agency, project inspector (if any), governing agency, and (if requested), Architect of when and where tests and inspections are to be made so they may observe such procedures. The Owner shall bear such costs except as provided in Subparagraph 13.5.3.

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

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

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

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

13.6 INTEREST

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

13.7 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

13.7.1 As between the Owner and Contractor:

- .1 Before Substantial Completion.** Before Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;
 - .2 Between Substantial Completion and Final Certificate for Payment.** As to acts or failures to acts occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate for Payment; and
 - .3 After Final Certificate for Payment.** As to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any warranty provided under Paragraph 3.5, the date of any correction of the Work or failure to correct the Work by the Contractor under paragraph 12.2, or the date of actual commission of any other act or failure to perform
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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 insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth policies of nondiscrimination.
- .2 Contractor and Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

13.9 NON-DISCRIMINATION

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

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

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

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

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

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1 The Owner may terminate the Contract if the Contractor:

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

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

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

14.2.3 When the Owner terminates the Contract for one of the reasons stated in Subparagraph 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

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

14.3 SUSPENSION BY OWNER FOR CONVENIENCE

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

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

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

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

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

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

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

ARTICLE 15 **ACCESS TO THE WORK**

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

ARTICLE 16 **STANDARDS**

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

16.2 The Standards referred to, except as modified in the Specifications, shall have full force and effect as though printed in the Specifications. These Standards are not furnished to bidders for the reason that the manufacturers and trade involved are assumed to be familiar with their requirements. The Architect will furnish, upon request, information as to how copies of the standards referred to may be obtained.

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

ARTICLE 17
PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS

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

ARTICLE 18
PREVAILING WAGE RATES

18.1 PREVAILING WAGE RATE DETERMINATION

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


ARTICLE 19
AUTHORITY TO CONTRACT

The County Judge is authorized to execute this Agreement upon the Commissioners Court's approval of the Agreement as set forth in the minutes of the Court's March 27, 2018 meeting.

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

remainder to the Owner.

OWNER: BRAZOS COUNTY, TEXAS

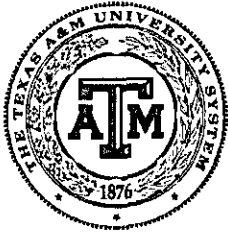

Duane Peters, Brazos County Judge
200 South Texas Ave., Suite. 352
Bryan, Texas 77803
Date:

CONTRACTOR: Mike Collier president

Mike Collier, President
CollierConstruction, LLC

Date: 3/27/18

EXHIBIT A



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

Minimum Prevailing Wage Rate
 County: Brazos

CLASSIFICATION	RATE	NOTES
Acoustic Ceiling Installer	14.66	
Asbestos Abatement Worker	13.07	
Carpenter	14.30	
Concrete – Pour and Finish	14.75	
Crane Operator	25.22	
Driver	12.27	
Drywall Installer	14.33	
Electrician – Journeyman	20.27	
Electrician – Apprentice	13.50	
Elevator Mechanic – Journeyman	56.39	
Elevator Mechanic – Apprentice	47.12	
Fire Protection – Controls	18.86	
Fire Protection – Pipefitter	18.84	
Formwork Builder	14.03	
Glazier	15.84	
HVAC – Journeyman	20.06	
HVAC – Apprentice	13.87	
HVAC – Controls	15.14	
Insulator	12.41	
Ironworker	16.57	
Laborer/Helper	11.31	
Mason	16.92	
Equipment Operator – Light	13.20	
Equipment Operator – Heavy	16.18	
Painter	12.50	
Pipefitter – Journeyman	28.44	
Pipefitter - Apprentice	15.90	
Plasterer	14.81	
Plumber – Journeyman	26.94	
Plumber – Apprentice	16.35	
Reinforcing Steel Worker	13.80	
Roofer	13.80	
Stone Mason	15.51	
Terrazzo Installer	11.64	
Tile Setter	14.76	
Waterproofer	14.26	

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

March 6, 2018

Brazos County Purchasing Office
Brazos County Administration Building
200 South Texas Ave., Ste. 352
Bryan, Texas 77803

Attn: Charles Wendt

Per your request we have considered the following items and information and provide pricing as follows:


- Reduce the overall completion time from 694 to 664 days.
- Delete requirement in spec section 237413 regarding Baked Phenolic Coating of HVAC coils.
- This is to verify the following subcontractors/vendors:
 - o Electrical - DTA
 - o Plumbing - Collier
 - o Mechanical - Kilgore
 - o Detention Equipment - Argyle
 - o Security Electronics - Argyle
 - o Audio/Video - Ford

To include the base bid plus alternates one (1) through eight (8), the total proposal for the above mentioned is (as per our proposal)..... \$17,399,000

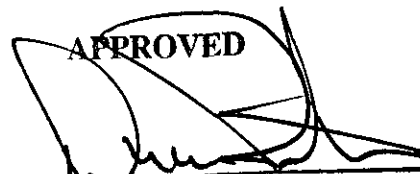
This includes an add to contingency of \$95,500 making the total contingency of \$795,500.

Thank you for your consideration.

Sincerely,



Mike Collier, President
Collier Construction, LLC

APPROVED

Duane Peters
County Judge

3/27/18
Date

18-097- Expansion of Juvenile Detention Center

	Acklam	Webber	Collier*	Turner
Base Proposal	\$ 15,698,000.00	\$ 14,800,000.00	\$ 14,230,000.00	\$ 17,619,311.00
Alternate #1	\$ 2,160,000.00	\$ 2,245,000.00	\$ 1,920,000.00	\$ 2,784,100.00
Alternate #2	\$ 340,000.00	\$ 390,000.00	\$ 260,000.00	\$ 444,300.00
Alternate #3	\$ 95,000.00	\$ 95,000.00	\$ 76,000.00	\$ 135,000.00
Alternate #4	\$ 44,000.00	No Bid	\$ 50,000.00	\$ 171,500.00
Alternate #5	\$ 244,000.00	\$ 235,000.00	\$ 205,000.00	\$ 366,100.00
Alternate #6	\$ 272,370.00	\$ 260,000.00	\$ 210,000.00	\$ 459,800.00
Alternate #7	\$ 71,200.00	\$ 85,000.00	\$ 58,000.00	\$ 93,100.00
Alternate #8	\$ 122,000.00	\$ 130,000.00	\$ 390,000.00	\$ 292,800.00
Total	\$ 19,046,570.00	\$ 18,240,000.00	\$ 17,399,000.00	\$ 22,366,011.00

Unit Price #1	\$25.00/ CY	\$23.00/ CY	\$21.00/ CY	\$25.00/ CY
Unit Price #2	\$35.00/ CY	\$120.00/ CY	\$155.00/ CY	\$125.00/ CY
Unit Price #3	\$15.00/ SF	\$38.00/ SF	\$32.00/ SF	\$43.00/ SF
Unit Price #4	\$3.50/ LB	\$3,400/ Ton	\$3,800/ Ton	\$8.00/ LB
Unit Price #5	\$15.00/ SY	\$31.50/ SY	\$92/ SY	\$35.00/ SY

Days to Complete					
	Phase 1	400	380	530	450
	Phase 2	155	100	119	100
	Phase 3	45	40	45	90
Total		600	520	694	640
	Alternate #1	30	0	0	20
	Alternate #2	30	0	0	0
	Alternate #3	30	0	0	0
	Alternate #4	0	0	0	5
	Alternate #5	0	0	0	10
	Alternate #6	60	0	0	90
	Alternate #7	0	0	0	0
	Alternate #8	15	0	0	0
Total Days with All Phases & Alternates		765	520	664	765

		Max Points Avail.			
Costs	40	37	38	40	31
Completion Time	10	7	10	8	7
Quality of previous, similar contracts w/ Brazos County	10	3	5	8	4
Proposer's reputation with similar projects	20	15	15	15	13
Ability to perform contract	20	13	13	18	15
Total Score	100	75	81	89	70

Committee Recommendation: Collier Construction

Approved: _____

Date: 3/27/18

As the highest evaluated vendor, negotiations were held with Collier and they agreed to reduce the number of days by 30 and provided an additional credit of \$95,500. It was requested by Brazos County and agreed to by Collier that this savings would be added to the Owner's Contingency. The 30 day credit is credited to the total number of days, and will be assessed to the proper phase or phases during the creation of the project schedule.

Brazos County Purchasing Office
200 South Texas Ave.
Bryan, TX 77803

Thank you for the opportunity to complete for your work. We are pleased to submit the enclosed proposal. As for our personnel is concerned, we have assigned the following:

Project Manager: Larry Eder

35+ years of experience because he has expertise with detention facilities, is a seasoned veteran and has experience with Brazos County, Expo Phase II.

Assistant Project Manager: Samantha Medve

4 years of experience and has worked on three Brazos County projects and is familiar with local and Brazos County subs and suppliers

Project Superintendent: Jeff Tackett

30+ years of experience because he also has extensive detention experience, is a seasoned veteran, and also is familiar with local and Brazos County subs and suppliers.

Should we be selected, I pledge to be personally involved, as well as Clayton Collier, and the rest of our team, to complete your project on time and on budget.

Please do not hesitate to contact me should you have any questions.

Office: 979-836-4477

Cell: 979-251-4642

Clayton's Cell: 979-251-4643

Thank you,

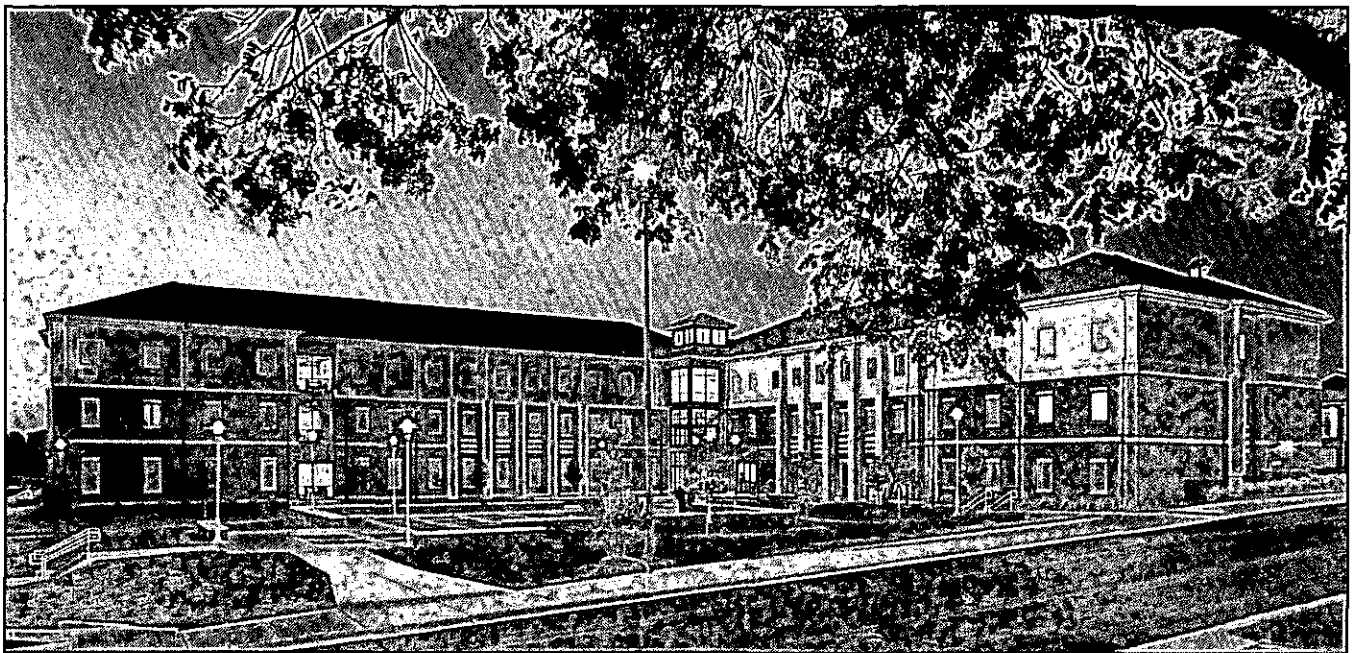
A handwritten signature in cursive script that reads "Mike Collier president".

Mike Collier, President

Collier Construction

Table of Contents

1. AIA A305
2. Bidder's Information
3. Project Experience
4. Personnel
5. Bid Bond & Insurance Information
6. Safety Program
7. References
8. Bid Forms



Blinn College New Student Housing

Brenham, TX

AIA® Document A305™ – 1986

Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO: Brazos County Purchasing Office

ADDRESS: 200 South Texas Ave., Ste 352, Bryan, Texas 77803

SUBMITTED BY: Collier Construction, LLC.

NAME: Collier Construction, LLC.

ADDRESS: P.O.Box 1889, Brenham, TX 77834

PRINCIPAL OFFICE: 1601 Highway 290 West, Brenham, TX 77833

- Corporation
- Partnership
- Individual
- Joint Venture
- Other LLC

NAME OF PROJECT: *(if applicable)* Expansion of Juvenile Detention Facility

TYPE OF WORK: *(file separate form for each Classification of Work)*

- General Construction
- HVAC
- Electrical
- Plumbing
- Other: *(Specify)*

§ 1 ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor? 34 Years

§ 1.2 How many years has your organization been in business under its present business name? 34 years

§ 1.2.1 Under what other or former names has your organization operated?

N/A

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation:

§ 1.3.2 State of incorporation:

§ 1.3.3 President's name:

§ 1.3.4 Vice-president's name(s)

N/A

§ 1.3.5 Secretary's name:

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

§ 1.3.6 Treasurer's name:

§ 1.4 If your organization is a partnership, answer the following:

§ 1.4.1 Date of organization:

§ 1.4.2 Type of partnership (if applicable):

§ 1.4.3 Name(s) of general partner(s)

N/A

§ 1.5 If your organization is individually owned, answer the following:

§ 1.5.1 Date of organization:

§ 1.5.2 Name of owner:

N/A

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

Collier Construction is a Texas Limited Liability Company and has been owned and operated by Mike Collier since 1983. The management team at Collier Construction has remained virtually unchanged for three decades.

§ 2 LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

N/A

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

N/A

§ 3 EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

Carpentry, Site Work, Plumbing, and Concrete

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

No

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

No

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

No

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

No

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

Please see attached

§ 3.4.1 State total worth of work in progress and under contract:

\$27,454,000.00

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

Percentage of cost of work self performed is from 25-35%. Please see attached for the list of completed projects in the past 5 years.

§ 3.5.1 State average annual amount of construction work performed during the past five years:

\$47,800,000.00 average in progress the last 10 years

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

Please see attached

§ 4 REFERENCES

§ 4.1 Trade References:

Haarmeyer Electric
Roy Haarmeyer
Conroe, TX
Phone: 936-756-1068

Mustang CAT
Jason Watson
Bryan/College Station, TX
Phone: 936-291-2181

Joslin Utilites
Curt Joslin
Porter, TX
Phone: 281-354-5840

A-1 Trucking
Anthony
Bryan, TX
Phone: 979-436-2769

Southland Builders
Steve Driver
Montgomery, TX
Phone: 936-224-3992

Lauren Concrete
Robert Conrad
Brenham TX Phone: 281-743-3417

§ 4.2 Bank References:

Citizens State Bank
Ben Flencher, President
PO Box 518
Somerville, TX 77834
Phone: 979-596-1421

§ 4.3 Surety:

§ 4.3.1 Name of bonding company:

Liberty Mutual
2423 Arbor Drive
Round Rock, TX 78681

§ 4.3.2 Name and address of agent:

Edward Arens, Technical Assurance
29811 Interstate 45, Suite #101
The Woodlands, TX 77381

§ 5 FINANCING

§ 5.1 Financial Statement.

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Please see (1) copy of a Confidential Financial Statement enclosed.

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes)

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

Collier Construction, LLC 1601 Hwy 290 West, Brenham, Texas 77833

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

Yes

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsiidiary).

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

§ 6 SIGNATURE

§ 6.1 Dated at this day of

Name of Organization: Collier Construction, LLC.

By: Mike Collier

Mike Collier president

Title: President

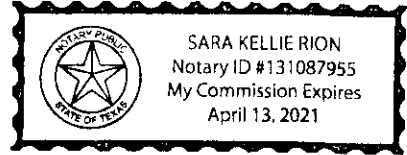
§ 6.2

M Mike Collier being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

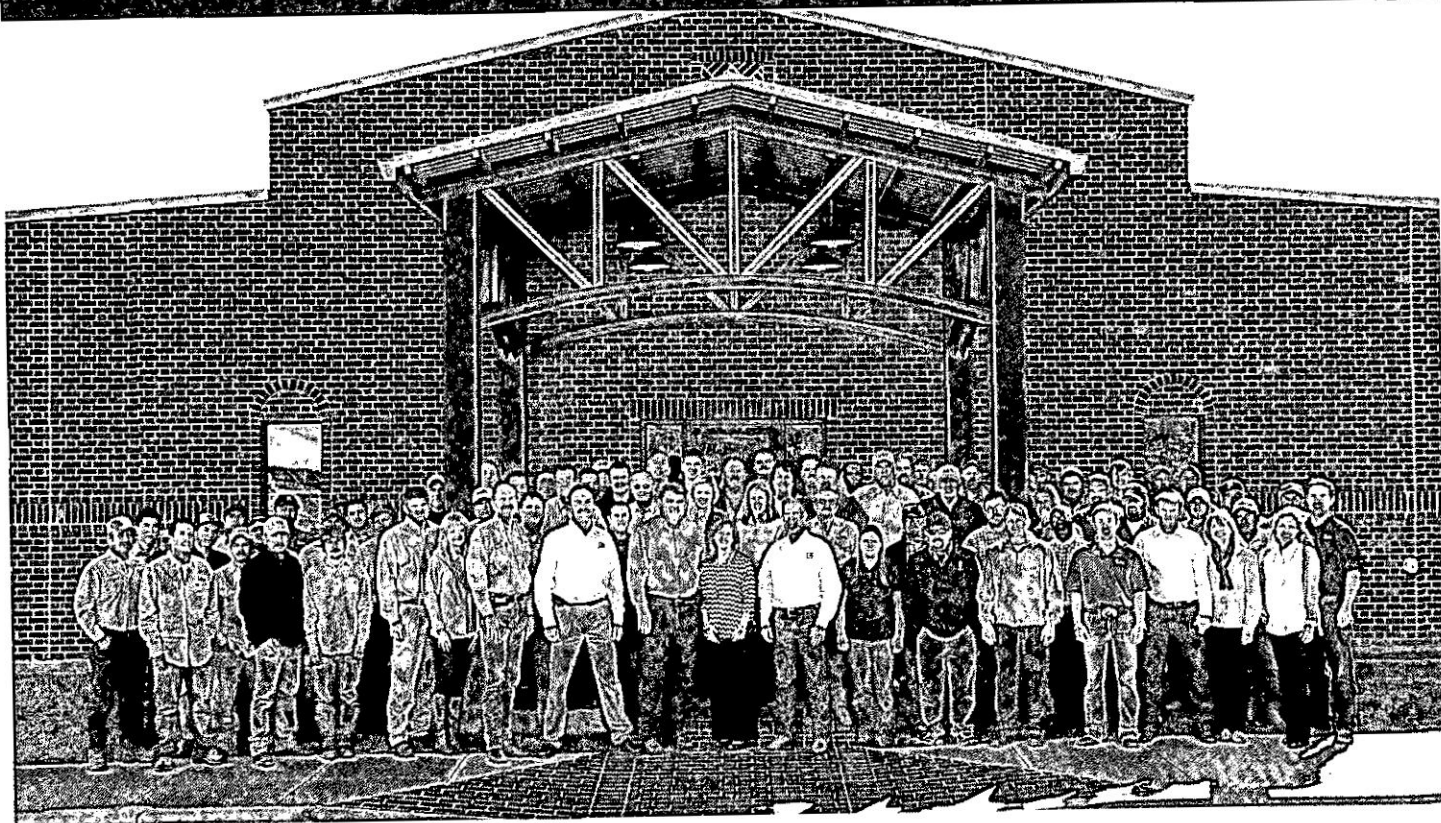
Subscribed and sworn before me this 27th day of February, 2018

Notary Public: *Sara Kellie Rion*

My Commission Expires: *APRIL 13, 2021*



STANDARDS OF THE COLLIER CONSTRUCTION TEAMWORK APPROACH



- We treat people as we would want to be treated.
- Be committed to the highest standards of excellence.
- Do whatever it takes to make each project a complete success to the full satisfaction of the Owner, regardless of the size of project or difficulty.
- Work as a team player in all aspects including being innovative to solving challenges.
- Respect, value and nurture our relationship with the Owner.
- Recognize our people as our most valued assets.
- Provide the opportunity and support for our people to grow, improve and achieve their true potential.
- Maintain a strong work ethic and generate a fair and reasonable profit.
- Be very competitive in the market place, with conservative growth and risk.
- Follow up each project with a relationship of utmost integrity and be on a hand shake basis with all involved.

2. Bidder's Information

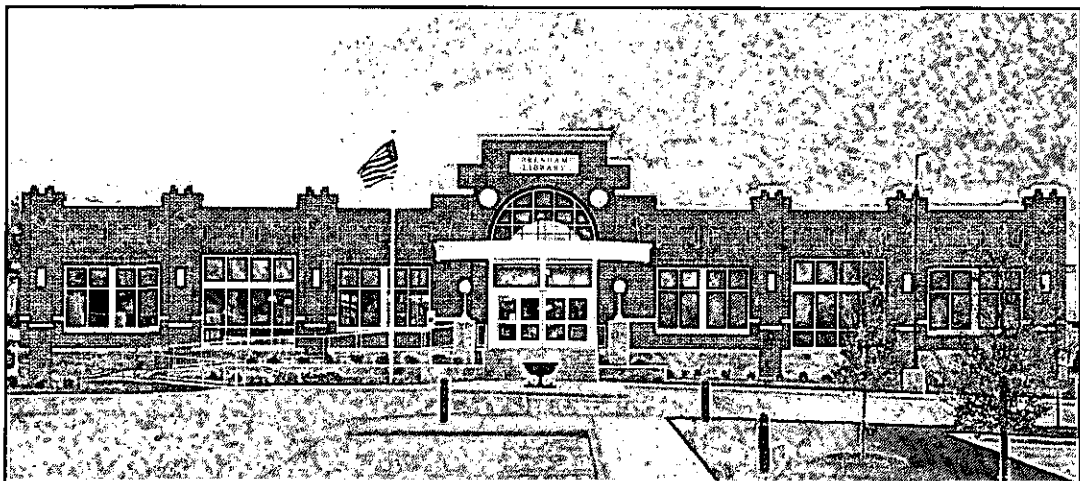
- A. Company Name: Collier Construction LLC
Address of Principle Office: P.O. Box 1889
1601 Hwy 290 West
Brenham, Texas 77833
Phone Number: (979) 836-4477
Fax Number: (979) 836-4940
- B. Contact Person with Title: Mike Collier, President
Cell # 979-251-4642
- C. Location of office(s) from which Pre-Construction and management services are to be conducted: 1601 Hwy 290 West
Brenham, Texas 77833

- D. Brief history of the company.

Collier Construction is a full service construction firm founded in 1983 with offices located in Brenham and League City, Texas. For over 30 years we have been committed to outstanding quality, from project launch through every phase of construction and through the warranty period. We have completed all construction jobs on time and within budget and hold ourselves to the highest standards of excellence. Although we have continued to grow, we still remain a family-owned, family-run business, and we pride ourselves on our quality of craftsmanship, attention to detail, and our loyal team. We leave no stone unturned in achieving complete client satisfaction.

- E. Company's values and philosophy with emphasis on industrial, repair, and fabrication facilities.

The Collier Construction Teamwork Approach Standards, as shown on the first page of this proposal, are inherent and critical to the success of all projects taken on by the Team.



Nancy Carol Memorial Library

Brenham, TX

3. Project Experience

(5) Similar Representative Projects

Project Name	Owner Contact	Architect Contact	1) Reinforced Masonry Lead-Bearing Const.	2) Projects for a municipality, county or state with public safety, law enforcement, detention, or courts projects preferred.	3) Deep foundations	4) Structural slabs	5) Long-span steel-framed roof structure	6) Automated building systems	7) Renovation/Addition work on occupied sites
Bryan ISD Kemp Carter Elementary & Road Construction	Bryan ISD Grady Sladen 979-209-1062	Bay Architects, Inc. Brian Hansen 281-286-6605	✓	✓	✓	✓	✓	✓	✓
Brazos County Expo Center Phase II	Brazos County Expo Tom Quarles, Director 979-823-3976	ISA Architects Inc. Wade Zimmer 979-779-5757	✓	✓	✓	✓	✓	✓	✓
Madisonville ISD 2015 Bond Projects	Madisonville ISD Keith Smith 936-348-2797	Goodwin, Lasiter Strong Larry Lasiter 936-637-4900	✓	✓	✓	✓	✓	✓	✓
Brazos County Expo Center Phase III	Brazos County Expo Gary Arnold 979-436-2716	SZH Architects Wade Zimmer 979-779-5757	✓	✓	✓	✓	✓	✓	✓
New Caney ISD Proter High School & County Road Work	New Caney ISD Rick Cowan, Superintendent 281-577-8600	Bay Architects, Inc. Brad Hughes 281-286-6605	✓	✓	✓	✓	✓	✓	✓

Other Projects Prior to 2000 (with detention):

- Austin County Jail: Additions and Renovations
- Hempstead Police Station

3. Project Experience

RECENT COMPLETED PROJECTS

PROJECT & NATURE OF PROJECT, & LOCATION	CONSTRUCTION DELIVERY METHOD	CONTRACT AMOUNT	CONTRACTUAL COMPETITION DATE	ACTUAL COMPLETION DATE	OWNER & CONTACT	PROJECT ARCHITECT & CONTACT
Madisonville ISD Renovation and New Construction Madisonville, TX	CMAR	\$17,057,767	November 2017	November 2017	Madisonville ISD Keith Smith 936-348-2797 718 Bacon St. Madisonville, TX 77864	Goodwin Lasiter Strong Larry Lasiter 832-315-7526 4077 Cross Park Dr. Bryan, TX 77802
Brazos County Expo Center, Phase III New Construction & Additions Bryan, TX	CSP	\$4,427,000	November 2017	November 2017	Brazos County Expo Gary Arnold 979-436-2716 300 E. 26th St. Bryan, TX 77803	SZH Architects Wade Zimmer 979-779-5757 1711 Cavitt Ave Bryan, TX 77801
Blinn College - Kruse Recreation Center Brenham, TX New Construction	CSP	\$9,804,197	Winter 2017	Winter 2017	Blinn College Richard O'Malley 979-830-4268 902 College Ave Brenham, TX 77833	Marmon Mok Jonathan Olvera 210-223-9492 700 N. St. Mary's St Ste. 1600 San Antonio, TX 78205
Brenham ISD Bond Projects Brenham, TX Additions & Renovations	CMAR	\$23,000,000	August 2014	August 2014	Paul Aschenbeck Brenham ISD Assistant Superintendent 979-277-3700 711 E. Mansfield Brenham, TX 77834	Corgan Associates, Inc. 713-425-4493 20 East Greenway Plaza Ste. 410 Houston, TX 77046
Rockdale ISD Bond Projects Rockdale, TX Additions & Renovations	CMAR	\$22,000,000	Summer 2009	Summer 2009	Dr. Ned Walton 979-229-4586 520 W Davilla Ave Rockdale, TX 76567	Bay IBI Architects Tom Clements 281-286-6605 2200 West Loop S. Houston, TX 77027
Brazos County Fleet Maintenance Facility New Construction Bryan, TX	CSP	\$1,179,000	December 2015	December 2015	Brazos County Gary Arnold 979-436-2716 300 E. 26th St. Bryan, TX 77803	Mitchell & Morgan (Engineer) 979-260-6963 3204 Earl Rudder Fwy S. College Station, TX 77845
Porter High School Bond Projects New Construction New Caney, TX	CMAR	\$56,000,00	June 2011	June 2011	Rick Dowan New Caney ISD Superintendent 281-577-8600 20340 FM 1485 Rd New Caney, TX 77357	Bay IBI Architects Brad Hughes 281-286-6605 2200 West Loop S. Houston, TX 77027

3. Project Experience

RECENT COMPLETED PROJECTS

PROJECT & NATURE OF PROJECT, & LOCATION	CONSTRUCTION DELIVERY METHOD	CONTRACT AMOUNT	CONTRACTUAL COMPETITION DATE	ACTUAL COMPLETION DATE	OWNER	PROJECT ARCHITECT CONTACT
Brazos County Expo Center, Phase II New Construction & Additions Bryan, TX	CSP	\$8,071,000	Spring 2011	Spring 2011	Brazos County Expo Gary Arnold 979-436-2716 300 E. 26th St. Bryan, TX 77803	SZH Architects Wade Zimmer 979-779-5757 1711 Cavitt Ave Bryan, TX 77801
New Caney Bond Projects New Construction & Additions New Caney, TX	CMAR	\$57,341,756	Summer 2011	Summer 2011	Rick Dowan New Caney ISD Superintendent 281-577-8600 20340 FM 1485 Rd New Caney, TX 77357	Bay IBI Architects Brad Hughes 281-286-6605 2200 West Loop S. Houston, TX 77027
Davilla Middle School New Construction & Additions Bryan, TX	CSP	\$21,308,023	Spring 2008	Spring 2008	Rachel Henderson Bryan ISD 979-209-1049 101 N Texas Ave Bryan, TX 77803	Bay IBI Architects Brad Hughes 281-286-6605 2200 West Loop S. Houston, TX 77027
Bellville ISD Bond Program Bellville, TX New Construction & Additions	CSP	\$25,000,000	Summer 2010	Summer 2010	Bellville ISD John Conley Superintendent 979-865-3133 413 S Tech St. Bellville, TX 77418	Bay IBI Architects Brad Hughes 281-286-6605 2200 West Loop S. Houston, TX 77027
Pasadena ISD Pasadena, TX Queens Middle School	CSP	\$16,622,635	June 2015	June 2015	Shauna Gagneaux Pasadena ISD 713-740-5350 1515 Cherrybrook Ln Pasadena, TX 77502	SBWV Architects Michele Lam 713-622-1448 2121 Sage Rd. Ste. 240 Houston, TX 77056
Pasadena ISD Pasadena, TX Keller Middle School	CSP	\$16,455,529	August 2014	August 2014	Kevin Fornoff Director of Facilities Pasadena ISD 713-740-5350 1515 Cherrybrook Ln Pasadena, TX 77502	Cre8 Architects Roger Brownlow 713-526-2738 3815 Montrose Blvd. Ste. 123 Houston, TX 77006
Citizens State Bank Brenham, TX Additions & Renovations	CMAR	\$4,023,708	April 2017	April 2017	Ben Flencher President 979-596-1421 2007 S. Day St. Brenham, TX 77833	BBA Architects Local Contact Cory Flencher 979-251-8844 1702 S. Market St. Brenham, TX 77833

3. Project Experience

RECENT COMPLETED PROJECTS

PROJECT & NATURE OF PROJECT, & LOCATION	CONSTRUCTION DELIVERY METHOD	CONTRACT AMOUNT	CONTRACTUAL COMPETITION DATE	ACTUAL COMPLETION DATE	OWNER	PROJECT ARCHITECT CONTACT
Brenham Library Brenham, TX Renovations & Additions	CSP	\$3,108,000	September 2016	September 2016	City of Brenham Dan Rau 979-337-7407 200 W. Vulcan Brenham, TX 77833	Komatsu Architecture Neil Bletsch 817-710-1378 3880 Hulen St. Ste. 300 Forth Worth, TX 76107
Washington County Healthy Living Center Brenham, TX New Construction	CMAR	\$3,168,985	January 2015	January 2015	Washington County Healthy Living Center Toy Kurtz 979-836-6552 1301 E. Tom Green St. Brenham, TX 77833	Cutright & Allen, Inc. Dean Allen 979-968-8888 111 E. Travis St. Ste. 222 La Grange, TX 78945
Grace Community Fellowship Church Brenham, TX New Construction	CMAR	\$2,203,680	December 2016	December 2016	Grace Community Fellowship Church Pastor Mike Rod 979-836-0078 107 S. Saeger St. Brenham, TX 77833	PlanNorth Architectural Co. Katie Burch 979-421-8003 107 South Baylor St. Brenham, TX 77833
Milano ISD Milano, TX Bond Campus Projects	CSP	\$4,263,000	January 2017	January 2017	Robert Westbrook Milano ISD Superintendent 432-940-7652 600 N. 5th Street Milano, TX 76556	Rabe + Partners Architects Dale Rabe 512-349-7173 4201 Bee Caves Rd. Bldg. C, Ste. 201 Austin, TX 78746
Mustang Caterpillar Houston, TX Additions & Renovations	CMAR	\$4,997,522	November 2016	November 2016	Mustang Caterpillar Earl Calkins 713-329-7703 12800 Northeast Fwy Houston, TX 77040	Wilson Architectural Group, Inc. David Baker 713-621-8714 5051 Westheimer Rd. Houston, TX 77056
Brazos Valley School Credit Union Katy, TX New Service Branch	CMAR	\$3,651,198	Summer 2017	Summer 2017	BVSCU Yvonne Kersner 281-644-3600 25525 Katy Mills Parkway Katy, TX 77494	Turner Duran Architects, LP Greg Turner 281-497-1040 333 Cypress Run Ste. 350 Houston, TX 77094
Blinn College - Phase 2 Admin. Bldg. & Student Center Reno. Brenham, TX	CSP	\$3,450,000	Summer 2016	Summer 2016	Blinn College Richard O'Malley 979-830-4268 902 College Ave Brenham, TX 77833	The Arkitex Studio Eva Read-Warden 979-821-2635 308 N. Bryan Ave. Bryan, TX 77803

3. Project Experience

RECENT COMPLETED PROJECTS

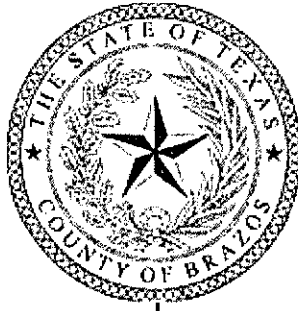
PROJECT & NATURE OF PROJECT, & LOCATION	CONSTRUCTION DELIVERY METHOD	CONTRACT AMOUNT	CONTRACTUAL COMPETITION DATE	ACTUAL COMPLETION DATE	OWNER	PROJECT ARCHITECT CONTACT
West I-10 Fire Station No. 5 Katy, TX Admin. & Maintenance Buildings	CMAR	\$9,198,566	October 2016	October 2016	Harris County ESD 48 Frank Freeman 281-675-3639 22855 Franz Rd. Katy, TX 77449	Randall Porterfield Architects, Inc. Carrie Sheldon 281-332-6680 565 FM-270 League City, TX 77573
Bellville ISD HVAC Replacement at 4 Campus Bellville, TX Renovations	CMAR	\$2,677,500	August 2017	August 2017	J.D. Higginbotham BISD Director of Operations 713-582-4562 413 S. Tech St. Bellville, TX 77418	Rice & Gardner Scott Fendrick 281-467-0080 6161 Savoy Dr. Ste. 1212 Houston, TX 77036
Brenham Pet Adoption Center, Brenham, TX New Construction	CSP	\$2,960,000	September 2016	September 2016	City of Brenham Dan Rau 979-337-7407 200 W. Vulcan Brenham, TX 77833	Edward Associates, LLC. Richard Edwards 713-621-1890 4544 Post Oak Place Dr. Houston, TX 77027
Blinn College - Phase 3 Building G Brenham, TX	CSP	\$599,422	Summer 2015	Summer 2015	Blinn College Richard O'Malley 979-830-4268 902 College Ave Brenham, TX 77833	The Arkitex Studio Eva Read-Warden 979-821-2635 308 N. Bryan Ave. Bryan, TX 77803
WCTractor Bryan, TX New Sales Facility	CMAR	\$2,953,401	June 2015	June 2015	WCTractor 979-836-4591 1889 Hwy 290 E. Brenham, TX 77833	PlanNorth Architectural Co. Sam White 979-421-8003 107 South Baylor St. Brenham, TX 77833
Trinity ISD Landsberry Elementary School Trinity, TX Additions and Renovations	CMAR	\$1,268,000	January 2014	January 2014	Dave Plymale Now Goliad ISD 936-594-3569 101 W. Jefferson Trinity, TX 75862	SZH Jim Singleton Architects 979-779-5757 1711 Cavitt Ave Bryan, TX 77801
Blue Bell Creameries Brenham, TX Houston Distribution Center	CMAR	\$3,372,000	October 2015	October 2015	Blue Bell Creameries Paul Prazak 979-836-7977 1101 S. Blue Bell Rd. Brenham, TX 77833	Gresham, Smith, and Partners Paul Prazak 979-836-7977 2929 Allen Pkwy Ste. 200 Houston, TX 77019

3. Project Experience

RECENT COMPLETED PROJECTS

PROJECT & NATURE OF PROJECT, & LOCATION	CONSTRUCTION DELIVERY METHOD	CONTRACT AMOUNT	CONTRACTUAL COMPETITION DATE	ACTUAL COMPLETION DATE	OWNER	PROJECT ARCHITECT CONTACT
Madisonville ISD Madisonville, TX Phase I, II, & III 2015 Bond Projects	CMAR	\$57,805	December 2015	December 2015	Madisonville ISD Keith Smith 936-348-2797 718 Bacon St. Madisonville, TX 77864	Goodwin Lasiter Strong Larry Lasiter 832-315-7526 4077 Cross Park Dr. Bryan, TX 77802
Citizens State Bank Snook, TX Additions & Renovations	CMAR	\$396,088	December 2014	December 2014	Ben Flecher President 979-596-1421 2007 S. Day St. Brenham, TX 77833	PlanNorth Architectural Co. Sam White 979-421-8003 107 South Baylor St. Brenham, TX 77833
Pasadena ISD 3 Gyms Additions Schneider, DeZavala, & Shaw Middle School Pasadena, TX	CMAR	\$3,514,274	August 2014	August 2014	Kevin Fornoff Director of Facilities Pasadena ISD 713-740-5350 1515 Cherrybrook Ln Pasadena, TX 77502	Cre8 Architects 713-526-2738 3815 Montrose Blvd. Ste. 123 Houston, TX 77006
Pasadena ISD Tegeler High School Pasadena, TX	CMAR	\$2,710,718	August 2013	August 2013	Kevin Fornoff Director of Facilities Pasadena ISD 713-740-5350 1515 Cherrybrook Ln Pasadena, TX 77502	Cre8 Architects 713-526-2738 3815 Montrose Blvd. Ste. 123 Houston, TX 77006
Woodland Oaks Church of Christ The Woodlands, TX New Auditorium & Fellowship Center	CMAR	\$4,261,193	January 2015	January 2015	Mark H. Freeman President 936-273-0010 7300 Crownridge Dr. The Woodlands, TX 77382	PlanNorth Architectural Co. Sam White 979-421-8003 107 South Baylor St. Brenham, TX 77833
Pasadena ISD South Houston Elementary School Houston, TX Additions and Renovations	CSP	\$8,965,943	August 2013	August 2013	Kevin Fornoff Director of Facilities Pasadena ISD 713-740-5350 1515 Cherrybrook Ln Pasadena, TX 77502	Bay IBI Architects Danny Brewster 281-286-6605 2200 West Loop S. Houston, TX 77027
Liberty ISD High School & Elementary Liberty, TX Renovations	CMAR	\$1,369,700	February 2013	February 2013	Dr. Cody Abshier Liberty ISD Superintendent 936-339-7213 1600 Grand Ave. Liberty, TX 77575	Rabe + Partners Architects Dale Rabe 512-349-7173 4201 Bee Caves Rd. Bldg. C, Ste. 201 Austin, TX 78746

4. Personnel



TREANORHL

Collier
CONSTRUCTION



**COLLIER CONSTRUCTION:
GENERAL CONTRACTOR**
Mike Collier, President



SENIOR PROJECT MANAGER:
Clayton Collier



PROJECT MANAGER:
Larry Eder or Brad Gay

PROJECT SUPERINTENDENT:
Jeff Tackett

ACCOUNTING

PROJECT COORDINATORS

SAFETY DIRECTOR/ CONSULTANT:
John White and Associates

CONSULTANTS

CONSTRUCTION PROJECT PERSONNEL:
*Assistant Superintendents
and Laborers*

**SUBCONTRACTORS
VENDORS
SUPPLIERS**

MIKE COLLIER



Mike Collier founded Collier Construction in 1983. He is the President of Collier Construction. During a difficult economic time, Mike focused on creating a conservative growth pattern based on integrity and a body of reliable employees. Thirty-four years later, sixteen out of over seventy employees have worked exclusively for Collier for over twenty to thirty years. Approaching its second generation, Collier Construction remains on the forefront of new technology and developments in an evolving field, becoming one of the first firms of its size to employ innovative strategies with respect to site construction, safety, and green building. At the same time, Mike continues the original plan for conservative growth minimal employee turn-over. Mike will oversee progress during construction to verify schedule and make decisions to improve schedule on a monthly basis. He will also oversee any punch list, closeout and warranty items as necessary.

Education: Rice University, Houston Texas: Graduate 1978, BA Managerial Studies

Years with Collier Construction: 34

RECENT PROJECTS:

See Lists of Projects. Additional Project Lists available upon request.

OWNER REFERENCES:

Keith Smith , Superintendent of Madisonville ISD	936-348-2797
Jim Palmer , Burton ISD Superintendent (2011)	979-289-3131
Charlie Camarillo , Superintendent Somerville ISD	979-596-2153
Dr. Walter Pond , Former Superintendent, Rockdale ISD	512-446-3236
Dr. Ned Walton , Owner's Representative: Brenham ISD, Rockdale ISD, Snook ISD	979-229-4586
Ben Flencher , President, Citizens State Bank	979-820-5449
David Yeager , Former Superintendent, Brenham ISD	979-830-2145

ARCHITECT REFERENCES:

Larry Lasiter , P.E., Goodwin-Lasiter	936-637-4900
Dale Rabe , Rabe+Architects	512-349-7173
Wade Zimmer , SZH Architects	979-799-5757

CLAYTON COLLIER

SENIOR PROJECT MANAGER



Clayton has worked for over fifteen years at Collier Construction. Clayton visits the project on a regular basis (weekly) and remains in control of job quality issues. Clayton also plays a major role in the schedule of every project, making sure that all projects are complete on time. Clayton is directly responsible for all civil and site work including field engineering and survey. His foremost responsibility is to make certain that all dimensions, elevations, and tie-ins are exact and in accordance with the plans and specifications. He will remain actively involved in all quality control issues and field operations throughout the project and the warranty.

Education: Texas A&M University
Bach. of Science, Construction Management
Minor, Business Administration

Positions Held: General Superintendent, Estimator, Scheduler

Certifications: OSHA 10-Hour Construction Safety Course
Associate Constructor, American Institute of Constructors, CPR Certified

Years with Collier Construction: 15 Years

RECENT PROJECTS:	CONTRACT AMOUNT
Brazos County Exposition Center Additions, Renovations, and paved fairgrounds	\$9,716,559
Blinn College - Kruse Recreation Center	\$9,804,197
Bryan ISD Kemp Elementary & Carver Early Childhood Center Additions & Renovations	\$17,290,680
Rockdale ISD: New Intermediate School & High School	\$28,000,000
Snook ISD Additions and Renovations	\$10,000,000
Brenham ISD: Brenham Middle School Additions and Renovations & Alton Elementary School	\$21,382,000
Bryan ISD Arthur Davilla Middle School	\$21,308,023
Klein ISD Early Childhood and Pre-K Center	\$8,142,100
North Zulch: Cafeteria, Gym, and Classroom Bldg.	\$5,919,738
Porter High School	\$56,000,000
New Caney ISD 2004 Bond Projects	\$89,700,000
New Caney ISD 2006 Bond Projects	\$49,600,000
Blue Bell Creameries Building Program	\$32,000,000
Blinn College Building Program: New Student Housing Facility, Music Building, Ag Shop	\$15,831,002
Madisonville CISD : Elementary, Intermediate, Jr. High Band Hall, CATE & Autotech, & High School	\$17,057,767

REFERENCES:	
Larry Lasiter, P.E., Goodwin-Lasiter	832-315-7526
Earl Galkins, Mustang CAT	713-823-0506
Dr. Ned Walton, Owner's Representative	979-229-4586
Jon Forsythe, Brenham ISD	979-277-3700
Paul Prazak, Blue Bell Creameries	979-251-2280

LARRY EDER

PROJECT MANAGER



Larry has been a valued, honest and hardworking member of the Collier Team for over two decades. As a member of our proposed Team, Larry will serve as Project Manager. In this capacity Larry will work closely in daily contact with the project manager, attend all meetings with the Owner, process RFI's, and review submittals and shop drawings for accuracy. He will also work out details onsite as needed and be on site everyday to insure a smooth flow of communication between all Team members.

Positions Held: Project Manager, Superintendent
Certifications: CPR Certified, Equipment Certification
Years with Collier Construction: 22 years as a full time, employee
Construction Experience: 40+

Recent Projects:	Contract Amount
Bellville Administration Building Renovation, Bellville ISD Additions and Renovations/ Bond Projects and other misc. projects	\$17,501,218
Brenham Bond Projects, Middle School & New Elementary, Brenham ISD	\$23,000,000
Brazos County Exposition Center Additions, Renovations, and paved fairgrounds	\$9,716,559
Houston City Jail, Additions and Renovations	Various
Brazos High School Additions and Renovations, Brazos ISD, Wallis, Texas	\$5,147,000
Sam W. Houston Elementary School, Huntsville ISD	\$7,642,000
La Dieu Technology Center, Wharton County Jr. College, Wharton ISD Campus Renovations	\$8,412,000
J L Lyons Elementary	\$8,500,000
Bloomington Bond Projects, Bloomington ISD	\$5,884,209
Citizens State Bank, Somerville	\$4,520,000
Citizens State Bank, Navasota	\$1,994,369
Citizens State Bank, Brenham	\$1,395,277
Citizens State Bank, Brenham 2017	\$4,023,708
Brazos Valley Schools Credit Union - New Service Branch Katy, TX	\$3,651,198

References:	
Wade Zimmer, SZH Architects	979-799-5757
John Conley, Former Superintendent, Bellville ISD	979-865-9949
Bellville ISD, Buck Eckermann, Board Member	979-836-8858

Jeff Tackett

PROJECT SUPERINTENDENT



Perhaps the single most important individual to the success of a construction project is the person who remains onsite throughout the duration of the project, working one on one with subcontractors and suppliers, as well as communicating with the project managers each day. Jeff Tackett is a valued team player at Collier Construction.

Jeff will serve as superintendent and act as Collier Construction's main supervisor on the job site directing the work. He drives the schedule of the project and is responsible for performing the work in the shortest time possible, keeping costs to a minimum. The superintendent is readily available for contact by the Architect and Owner at all times.

Education: Southwest Texas State University
OSHA 10-Hour Construction Safety Course
CPR Certified

Positions Held: Superintendent

Years with Collier Construction: 14+

Construction Experience: 30+

Recent Projects:	Contract Amount
Brenham ISD: Brenham Bond Projects	\$23,000,000
Bellville Administration Building Renovation, Bellville ISD Additions and Renovations/ Bond Projects and other misc. projects	\$17,501,218
Milano ISD: Jr. High Additions, Elementary Multi Purpose, Vo-Ag Building	\$4,236,833
Juvenile Detention Center - Camp Joseph Scott	100,000 SF
Detention Facility—Lancaster County	150,000+ SF
Washington County Healthy Living Association: Commercial Kitchen and Cafeteria	\$3,513,900
Brazos ISD Wallis High School	\$4,500,000
North Zulch ISD High School Addition and Gymnasium	\$4,500,000
Bastrop Convention Center	\$3,748,000
Bellville ISD Tech Building	\$2,828,085
Citizens State Bank, Somerville	\$4,520,000

References:	
Robert Westbrook, Superintendent of Milano ISD	432-940-7652
John Conley, Former Superintendent, BISD	979-865-9949
Dale Rabe, Rabe+Partners	512-349-7173

5. Bond and Insurance Information

Bond-

Bonding Capacity- See enclosed Surety Letter

Bonding Company reference(s)

Bond Company:

Liberty Mutual
2423 Arbor Drive
Round Rock, Texas 78681

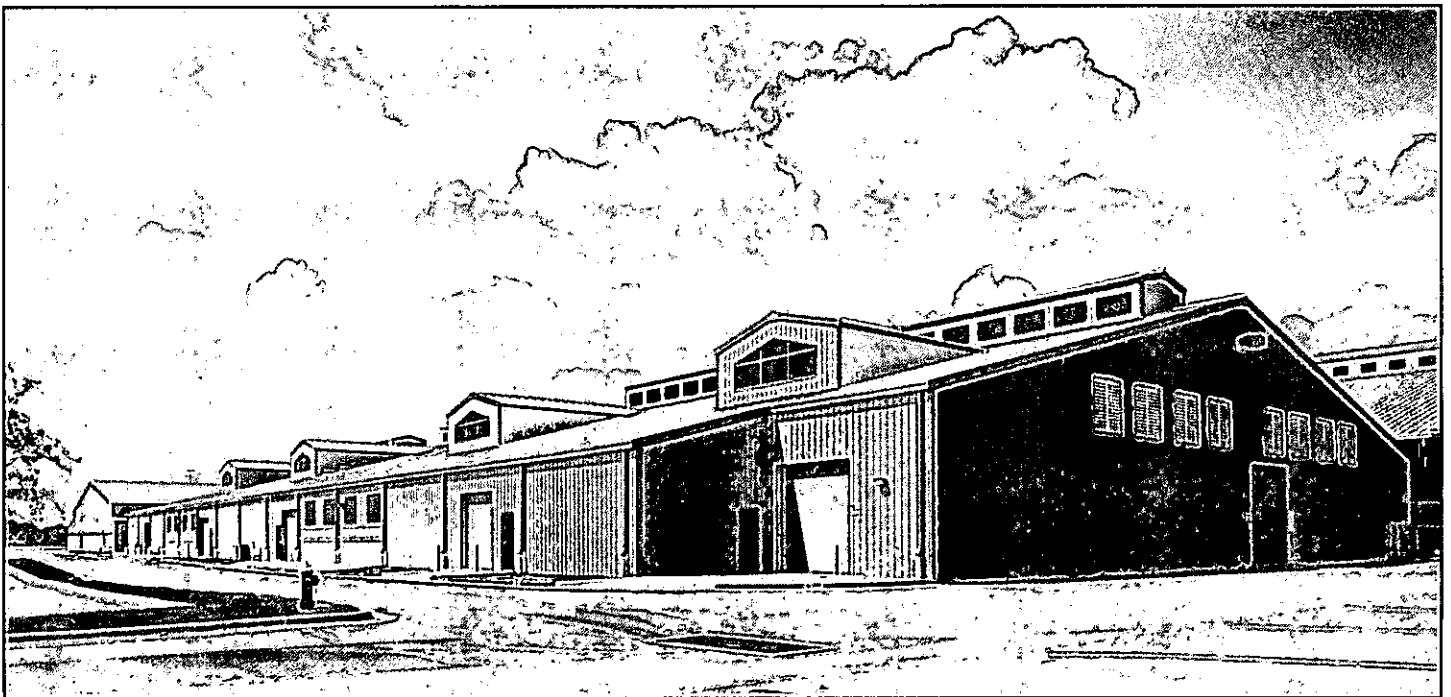
In Care of Bond Company Agent:

Edward Arens, Technical Assurance
29811 Interstate 45 Suite #101
The Woodlands, Texas 77381
281-296-9998

Collier Construction has had the same bond company agent for over 30 years. Please see the following letter from Liberty Mutual, and feel free to contact Ed Arens as a reference.

Insurance Coverage-

Please see the following insurance certificate.



Brazos County Exposition Center

Bryan, Texas

5. Bond and Insurance Information



Liberty Mutual.

SURETY

Allen S. Knepper
Contract Sr. Underwriter
13201 Northwest Freeway, Ste. 810
Houston, TX 77040
713.744.1756
866.547.6203

February 23, 2018

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

RE: Collier Construction, LLC
Expansion of Juvenile Detention Facility

To Whom it May Concern:

We are pleased to confirm our surety bond relationship with Collier Construction. We consider Collier Construction a valued bond client and hold them in our highest regard. Liberty Mutual Insurance Company has not set a firm maximum single job limit but can confirm support for Collier Construction on single projects up to the \$60,000,000 range.

Similarly, we have not established a firm maximum aggregate limit but have supported programs up to the \$100,000,000 range and would be willing to consider higher single and aggregate programs subject to our normal and customary underwriting and risk selection criteria. At present Collier Construction has an available remaining capacity in excess of \$70,000,000.

Over it's more than 34 years in business Collier Construction has developed an impressive portfolio of successfully completed construction management, general contracting, and LEED projects for both public and private owners including K-12 schools, higher education facilities, religious facilities, municipal/government buildings, financial institutions and more in the Southeast Texas and the Brazos Valley area.

Further, during our tenure as surety, Collier Construction has satisfactorily completed all obligations under the many performance and payment bonds issued on their behalf. These bonds represent many millions of dollars in construction value.

This letter is intended to be a bonding reference. It is not an assumption of liability, nor is it to be construed as a bid, performance or payment bond.

Liberty Mutual is licensed to do business in the State of Texas and has an A.M. Best rating of A (Excellent), Size Group XV and has a Treasury Listing in excess of \$1,387,856,000. Their home office address is 175 Berkeley Street, Boston, MA 02117.

Please feel free to contact us with any questions you may have regarding our relationship with our client.

Sincerely,

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

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.

Certificate No. 6521480

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations 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 Edward D. Arens; Erica A. Cox; Jillian McKenzie; Michèle M. Bonnin; Philip W. Baker

all of the city of The Woodlands, state of TX 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 8th day of April, 2014.



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

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

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 8th day of April, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
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 American Fire and Casualty Company, 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, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, 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 27th day of February, 2018.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

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

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



TEXAS
IMPORTANT NOTICE

To obtain information or make a complaint:

You may call toll-free for information or to make a complaint at
1-877-751-2640

You may also write to:

Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA 19462-1644

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
Consumer Protection (111-1A)
P. O. Box 149091
Austin, TX 78714-9091
FAX: (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should first contact the agent or call 1-800-843-6446. 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.

TEXAS
AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis para informacion o para someter una queja al
1-877-751-2640

Usted tambien puede escribir a:

Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA 19462-1644

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 Consumer Protection (111-1A)
P. O. Box 149091
Austin, TX 78714-9091
FAX # (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o 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.

DESCRIPTIONS (Continued from Page 1)

the auto, general liability and workers compensation policies as per policy provision when required by written contract.

As per policy provision the general liability policy contains an endorsement with Primary and Noncontributory wording.

General liability, auto and workers compensation policies include(s) a 30 Days Notice of Cancellation endorsement providing 30 days advance notice if policy is canceled by the company other than for nonpayment of premium, or direct cancellation by named insured as per policy provision.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.
This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p>Named Insured:</p> <p>Endorsement Effective Date:</p>
--

SCHEDULE

<p>Name(s) Of Person(s) Or Organization(s): Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the bodily injury or property damage occurs and that is in effect during the policy period</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
DESIGNATED PERSON OR ORGANIZATION
PRIMARY/NON-CONTRIBUTORY COVERAGE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement is subject to the terms, conditions, exclusions and any other provisions of the BUSINESS AUTO COVERAGE FORM or any endorsement attached thereto unless changes or additions are indicated below.

For the purpose of this endorsement, Section II A 1 Who Is An Insured is amended by adding the following:

1. Any person or organization designated in the schedule below is an "insured" for Liability Coverage but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.
2. This insurance is primary and non-contributory to other coverages of the person or organization shown in the Schedule when so required in a written contract or agreement that is executed prior to the loss for which coverage is sought.

SCHEDULE

Name of Person or Organization:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the bodily injury or property damage occurs and that is in effect during the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO FIRST CHOICE COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

NOTE: The following are additions, replacements and amendments to the Business Auto Coverage Form, and will apply unless excluded by separate endorsement(s) to the Business Auto Coverage Form.

With respect to coverages provided by this endorsement, the provisions of the Business Auto Coverage Form apply unless modified by this endorsement.

The Business Auto Coverage Form is amended as follows:

SECTION II – COVERED AUTOS LIABILITY COVERAGE is amended as follows:

A. Paragraph 1. Who Is An Insured in section **A. Coverage** is amended by the addition of the following:

- d. Any legally incorporated subsidiary of yours in which you own more than 50% of the voting stock on the effective date of this coverage form. However, "insured" does not include any subsidiary that is an "insured" under any other liability policy or would be an "insured" under such a policy but for its termination or the exhaustion of its limits of insurance. In order for such subsidiaries to be considered insured under this policy, you must notify us of such subsidiaries within 60 days of policy effective date.
- e. Any organization you newly acquire or form during the policy period, other than a partnership or joint venture, and over which you maintain sole ownership or a majority interest. However, coverage under this provision:
 - (1) Does not apply if the organization you acquire or form is an "insured" under another liability policy or would be an "insured" under such a policy but for its termination or the exhaustion of its limits of insurance;
 - (2) Does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - (3) Is afforded only for the first 90 days after you acquire or form the organization or until the end of the policy period, whichever comes first.
- f. Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.
- g. Any "employee" of yours using:
 - (1) a covered "auto" you do not own, hire or borrow, or a covered "auto" not owned by an "employee" or a member of his or her household, while performing duties related to the conduct of your business or your personal affairs; or
 - (2) an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business. However, your "employee" does not qualify as an insured under this paragraph (2) while using a covered "auto" rented from you or from any member of the "employee's" household
- h. Your members, if you are a limited liability company, while using a covered "auto" you do not own, hire or borrow, while performing duties related to the conduct of your business or your personal affairs.

B. Paragraphs (2) and (4) under section 2. Coverage Extensions, a. Supplementary Payments are deleted and replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" solely at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Paragraph 5. under section B. **Exclusions** is deleted and replaced by the following:

5. Fellow Employee

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of a fellow "employee's" employment or while performing duties related to the conduct of your business. However, this exclusion does not apply to your "employees" that are officers or managers if the "bodily injury" results from the use of a covered "auto" you own, hire or borrow. Coverage is excess over any other collectible insurance; or
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph a. above.

SECTION III – PHYSICAL DAMAGE COVERAGE is amended as follows:

A. Paragraph 4. **Coverage Extensions** under section A. **Coverage** is deleted and replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$75 per day to a total maximum of \$2,000 for temporary transportation expense incurred by you due to covered loss to any covered auto. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after a loss and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for hired "autos";
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for hired "autos"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for hired "autos".

However, the most we will pay for any expenses for loss of use to any one vehicle is \$75 per day, to a total maximum of \$2,000.

B. The following is added to paragraph 4. **Coverage Extensions** under section A. **Coverage**:

c. Fire Department Service Charge

When a fire department is called to save or protect a covered "auto", its equipment, its contents, or occupants from a covered cause of loss, we will pay up to \$1,000 for your liability for fire department service charges assumed by contractor or agreement prior to loss.

No deductible applies to this additional coverage.

d. Auto Loan/Lease Gap Coverage

The following provisions apply:

- (1) If a long term leased "auto", under an original lease agreement, is a covered "auto" under this coverage form and the lessor of the covered "auto" is named as an additional insured under this policy, in the event of a total loss to the leased covered "auto", we will pay any unpaid amount due on the lease, less the amount paid under the Physical Damage Coverage Section of the policy; and less any:

- (a) Overdue lease or loan payments including penalties, interest, or other charges resulting from

overdue payments at the time of the "loss";

- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c) Security deposits not refunded by the lessor;
- (d) Costs for extended warranties, Credit Life Insurance, Health Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases.

(2) If an owned "auto" is a covered "auto" under this coverage form and the loss payee of the covered "auto" is named a loss payee under this policy, in the event of a total loss to the covered "auto", we will pay any unpaid amount due on the loan, less the amount paid under the Physical Damage Coverage Section of the policy; and less any:

- (a) Overdue loan payments at the time of the "loss";
- (b) Costs for extended warranties, Credit Life Insurance, Health Accident or Disability Insurance purchased with the loan; and
- (c) Carry-over balances from previous loans.

C. Paragraph 3. under section B. **Exclusions** is deleted and replaced by the following:

3. We will not pay for "loss" due and confirmed to:
- a. Wear and tear, freezing, mechanical or electrical breakdown
 - b. Bowouts, punctures or other road damage to tires

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto"

However, this exclusion does not include the discharge of an airbag in a covered "auto" you own that inflates due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b** and **A.1.c.** but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated

We will pay up to a maximum of \$1,000 for any one "loss".

D. Section D. **Deductible** is deleted and replaced by the following:

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations subject to the following:

Any Comprehensive Coverage deductible shown in the Declarations does not apply to:

- (1) "Loss" caused by fire or lightning; and
- (2) "Loss" arising out of theft of your vehicle if your vehicle is equipped with an active GPS tracking system.
- (3) Glass damage to the side or rear windows if the glass is repaired rather than replaced. However, no deductible shall apply to damage to the windshield of any covered "auto" or to safety glass.

SECTION IV – BUSINESS AUTO CONDITIONS is amended as follows:

A. The following is added to paragraph a. under section A. **Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss:**

This duty applies when the "accident", claim, "suit" or "loss" is first known to:

- (a) You, if you are an individual;
- (b) A partner, if you are a partnership;
- (c) An executive officer or insurance manager, if you are a corporation; or

(d) A member or manager, if you are a limited liability company.

- B. Condition 5. **Transfer of Rights of Recovery against Others to Us** under section A. **Loss Conditions** is deleted and replaced by the following:

5. Transfer of Rights of Recovery against Others to Us

If a person or organization to or for whom we make payment under this coverage form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. However, if the insured has waived rights to recover through a written contract, or if your work was commenced under a letter of intent or work order, subject to a subsequent reduction in writing of such a waiver with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this coverage form.

- C. The following is added to Condition 2. **Concealment, Misrepresentation or Fraud** under section B. **General Conditions**:

However, if you unintentionally fail to disclose any hazards at the inception of your policy, we will not deny coverage under this coverage form because of such failure. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

- D. Paragraph b. of Condition 5. **Other Insurance** under section B. **General Conditions** is deleted and replaced by the following:

b. For **Hired Auto Physical Damage Coverage**, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto", nor is any "auto" you hire from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
AUTOMATIC STATUS WHEN REQUIRED IN CONTRACT OR AGREEMENT –
ONGOING OPERATIONS AND PRODUCTS-COMPLETED OPERATIONS
(TEXAS LIMITED SOLE NEGLIGENCE)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE (OPTIONAL)

Name of Additional Insured Persons or Organizations
(As required by written contract or agreement per Paragraph A. below.)

Locations of Covered Operations
(As per the written contract or agreement, provided the location is within the "coverage territory".)

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. **Section II – Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement in effect during the term of this policy that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above; and
3. The particular person or organization, if any, scheduled above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" occurring after the execution of the contract or agreement described in Paragraph 1. above and caused, in whole or in part, by:

- a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured; or
- c. "Your work" performed for the additional insured and included in the "products-completed operations hazard" if such coverage is specifically required in the written contract or agreement.

With respect to liability of the additional insured for "bodily injury" of an employee or agent of a named insured or the employee of a named insured's subcontractor, coverage shall apply for the partial or sole negligence of the additional insured, but only if such coverage is specifically required in the written contract or agreement.

However, the insurance afforded to such additional insured(s) described above:

- a. Only applies to the extent permitted by law;
 - b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured;
 - c. Will not be broader than that which is afforded to you under this policy; and
 - d. Nothing herein shall extend the term of this policy.
- B. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 2. Supervisory, inspection, architectural or engineering activities.
- C. This insurance is excess over any other valid and collectible insurance available to the additional insured whether on a primary, excess, contingent or any other basis; unless the written contract or agreement requires that this insurance be primary and non-contributory, in which case this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.
- D. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- E. **Section IV – Commercial General Liability Conditions** is amended as follows:

The Duties In The Event of Occurrence, Offense, Claim or Suit condition is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement must as soon as practicable:

1. Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
2. Send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions; and

3. Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement and agree to make available all such other insurance. However, this condition does not affect Paragraph C. above.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit".

- F. This endorsement does not apply to any additional insured or project that is specifically identified in any other additional insured endorsement attached to the Commercial General Liability Coverage Form.

Policy Number: CPP00216273

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

In the event of cancellation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

1. Number of days advance notice: 30

2. Notice will be mailed to:

Any person or organization when required by written contract
Per schedule on file with FCCI
2435 N Central Expy Ste 1000
Richardson, TX 75080-2736

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 12/15/2017
Insured
Collier Construction LLC
Insurance Company
FCCI INSURANCE COMPANY

Policy No. WC00003572 3 Endorsement No.
Premium

Countersigned by _____

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

- 1. () Specific Waiver

Name of person or organization

- (X) Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

- 2. Operations: All Texas Operations

- 3. Premium:

The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

- 4. Advance Premium: Refer to Premium Calculation Page

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 12/15/2017
Insured Collier Construction LLC
Insurance Company FCCI INSURANCE COMPANY

Policy No. WC00003572 3 Endorsement No. Premium INCLUDED

Countersigned by _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE CHANGES

POLICY NUMBER CPP0021627 3	POLICY CHANGES EFFECTIVE 12/15/2017	COMPANY NATIONAL TRUST INSURANCE COMPANY
NAMED INSURED Collier Construction LLC PO Box 1889 Brenham, TX 77834-1889		AUTHORIZED REPRESENTATIVE 07095-001 Nitsche Group Inc 143 E Austin
COVERAGE PARTS AFFECTED This endorsement modifies insurance provided under the following: GENERAL LIABILITY		
CHANGES PREMIUM: \$0 This endorsement modifies insurance provided under the following: Blanket 3rd Party Notice of Cancellation IL 011 (07/09) If we cancel this policy for any statutorily permitted reason other than nonpayment of premium we will mail notice of cancellation to any person or organization to whom you have agreed in a written contract that notice of cancellation of this policy will be given, but only if: 1. You send us a written request to provide such notice, including the name and address of such person or organization, after the first Named Insured shown in the Declarations receives notice from us of the cancellation of this policy; and 2. We receive such written request at least 45 days before the effective date of cancellation. We will mail such notice at least 30 days before the effective date of the cancellation. All other terms and conditions remain unchanged.		

Authorized Representative Signature

6. Collier Safety Program

Collier Construction prides itself on the safety and well being of our most valued asset: our people. Please take a look at the letter outlining our program from our safety and health consultant, John White, which explains our current safety policy, and our current OSHA Record showing 0 accidents.

We are also including our Statement of Safety Policy as well as the Table of Contents from our current Safety Manual.

With such items in place, clients can rest assured that their General Contractor is actively working toward a safe environment for everyone involved.

Collier Construction's safety program is making a difference. Throughout the past 9 years, we have had 9 "surprise" OSHA inspections, and have not received a single citation.

Collier last 5 (five) years of OSHA Form 300A. This form lists all lost time accidents.

Please see the following forms

Collier last 5 (five) years' Experience Modifier Rate (EMR).

WORKERS COMPENSATION MODIFIER

2018- .68

2017- .75

2016- .75

2015- .75

2014- .75



6. Collier Safety Program: OSHA Records

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 20 16



U.S. Department of Labor
Occupational Safety and Health Administration
Form 300A-OSHA 309-102

An establishment covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0".

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 300 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these items.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0 (G)	0 (H)	0 (I)	0 (J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0 (K)	0 (L)

Injury and Illness Types

Total number of ... (M)	(N)	(O)	(P)
(1) Injuries	0	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

This reporting form for the collection of information is required to average 50 employees per employer, including firms that receive the information, search and make its data available, and compare and review the collection of information. It is exempt from the collection of information unless a display is made to all employees. For more information on this form, contact the Office of Information Management, U.S. Department of Labor, OSHA, Office of Statistical Analysis, Room 3034, 200 Constitution Avenue, NW, Washington, DC 20036. Do not send the completed form to OSHA.

Establishment Information

Your establishment name: Collier Construction, LLC

Street: PO Box 1889

City: Brenham State: TX ZIP: 77834

Industry description (e.g., Manufacturer of metal work valves):
General Contractor

Standard Industrial Classification (SIC), if known (e.g., 3715):

NAICS:

North American Industrial Classification (NAICS), if known (e.g., 336212):
2 3 6 2 1 0

Employment Information (If you don't have this figure, see the instructions on the back of this page to estimate.)

Annual average number of employees: 55

Total hours worked by all employees last year: 120,970

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

[Signature]
Date: 1/25/17

OSHA 300A-4477

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 20 15



U.S. Department of Labor
Occupational Safety and Health Administration
Form 300A-OSHA 309-102

An establishment covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0".

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 300 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these items.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0 (G)	0 (H)	0 (I)	0 (J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0 (K)	0 (L)

Injury and Illness Types

Total number of ... (M)	(N)	(O)	(P)
(1) Injuries	0	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

This reporting form for the collection of information is required to average 50 employees per employer, including firms that receive the information, search and make its data available, and compare and review the collection of information. It is exempt from the collection of information unless a display is made to all employees. For more information on this form, contact the Office of Information Management, U.S. Department of Labor, OSHA, Office of Statistical Analysis, Room 3034, 200 Constitution Avenue, NW, Washington, DC 20036. Do not send the completed form to OSHA.

Establishment Information

Your establishment name: Collier Construction LLC

Street: PO Box 1889

City: Brenham State: TX ZIP: 77834 1889

Industry description (e.g., Manufacturer of metal work valves):
General Contractor

Standard Industrial Classification (SIC), if known (e.g., 3715):

NAICS:

North American Industrial Classification (NAICS), if known (e.g., 336212):
2 3 6 2 1 0

Employment Information (If you don't have this figure, see the instructions on the back of this page to estimate.)

Annual average number of employees: 55

Total hours worked by all employees last year: 112,814.50

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

[Signature]
Date: 1/31/16

OSHA 300A-4477

6. Collier Safety Program: OSHA Records

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2012

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-006

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0".

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
<u>0</u>	<u>0</u>
(K)	(L)

Injury and Illness Types

Total number of ...	(M)	(N)	(O)	(P)
(1) Injuries	<u>0</u>	(4) Poisonings	<u>0</u>	(7) Hearing loss
(2) Skin disorders	<u>0</u>	(5) Hearing loss	<u>0</u>	(8) All other illnesses
(3) Respiratory conditions	<u>0</u>	(6) All other illnesses	<u>0</u>	

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 26 minutes per response, including time for reviewing the instructions, searching existing data sources, gathering the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Washington, DC 20503. Do not send the completed forms to this office.

Establishment Information

Your establishment name Collier Construction
 Street 1601 LOOP 290 W.
 City PREWITT State TX ZIP 77833

Industry description (e.g., Manufacture of more trucks)

Standard Industrial Classification (SIC), if known (e.g., 1715)

OR

North American Industrial Classification (NAICS), if known (e.g., 336212)

236210

Employment information (If you don't have these figures, see the Worksheet on the back of this page to estimate.)

Annual average number of employees 51
 Total hours worked by all employees last year 116344

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

979 836-4477
 Title _____
 Name _____

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2011

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-006

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0".

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
<u>0</u>	<u>0</u>
(K)	(L)

Injury and Illness Types

Total number of ...	(M)	(N)	(O)	(P)
(1) Injuries	<u>0</u>	(4) Poisonings	<u>0</u>	(7) Hearing loss
(2) Skin disorders	<u>0</u>	(5) Hearing loss	<u>0</u>	(8) All other illnesses
(3) Respiratory conditions	<u>0</u>	(6) All other illnesses	<u>0</u>	

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 26 minutes per response, including time for reviewing the instructions, searching existing data sources, gathering the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Washington, DC 20503. Do not send the completed forms to this office.

Establishment Information

Your establishment name Collier Construction
 Street 1601 LOOP 290 W.
 City PREWITT State TX ZIP 77833

Industry description (e.g., Manufacture of more trucks)

Standard Industrial Classification (SIC), if known (e.g., 1715)

OR

North American Industrial Classification (NAICS), if known (e.g., 336212)

236210

Employment information (If you don't have these figures, see the Worksheet on the back of this page to estimate.)

Annual average number of employees 52
 Total hours worked by all employees last year 11749

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

B. Collier Collier Const. VP
 Title _____
 Name _____
979 836-4477 130 4012

6. Collier Safety Program

John E. White & Associates

832-201-8600 (fax)

jewhite@shawus.com

713-248-4475(cell)

Assist In Resolving Compliance Issues

Consulting - Training - Program Development

Federal, State & Local Req.

Facility Reviews

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High Quality Low Prices

Loss Control & Risk Management

936-448-1539 (Houston Metro)

OSHA, EPA, DOT & Fire Code Assist.

COLLIER CONSTRUCTION

Safety Program Information

Subject: Safety Consulting Services for Collier Construction

I am the owner of John E. White & Associates. We are a safety consulting firm. Collier Construction has been one of our clients for over 5 years. We serve as the Safety Coordinator and Safety Officer for Collier Construction.

We reviewed, updated, and developed their written safety and health programs and placed these programs in a safety and health manual. This manual is routinely reviewed and kept up-to-date. We assist Collier Construction with the program implementation and continuously monitor for program effectiveness. A copy of the Statement of Safety Policy is included along with the Table of Contents for our Safety Manual. Collier Construction has a very low accident / injury rate.

The company safety and health manual along with MSDS (Material Safety Data Sheets) information is readily available at each jobsite. We require that each subcontractor to Collier Construction provide a copy of their safety and health programs with their MSDS information. The above information is placed in a designated area of the construction trailer. This allows all subcontractors and their employee's ready access not only to information on the hazards of materials they use, but also hazard information on the materials used by other subcontractors working in their area.

One key factor in providing a safe workplace is a clean work environment. All subcontractors are required to clean their work areas daily and at other times as may be needed. Collier Construction also provides routine area clean up.

Each Collier Construction superintendent's primary task is the "SAFE" completion of each task in a timely and efficient manner. Each superintendent will frequently each day walk-through the construction site. In addition to basic management and construction issues, he will visually inspect each activity for safe work procedures. When problems are identified, immediate corrective action is initiated. As may be needed, personal protective equipment (PPE) is required to be worn. Fall protection issues are a primary concern.

John E. White & Associates provides monthly jobsite safety inspections. During these inspections, safety issues or concerns are identified. We then require the subcontractors to respond back to Collier Construction indicating the actions taken to correct the problem and prevent a recurrence.

In addition, to the inspections we also provide a monthly safety meeting to the Collier Construction employees on each jobsite. These safety meetings cover all aspects of safety on the jobsite, and include topics from scaffolding and fall protection, to safety with hand tools. CPR and first aid training has also been provided to all jobsite superintendents.

If you have any questions or desire additional information, please feel free to contact our office.



6. Collier Safety Program

Collier Construction

STATEMENT OF SAFETY POLICY

Effective Date: February 2001

The safety and health of each employee is the highest priority of Collier Construction. No job is so important that we can not take the time to perform the work safely. The concept that all accidents are preventable must be an integral part of each activity in the work place – from initial planning to final execution. To the greatest degree possible, management will provide all mechanical and physical facilities required for personal safety and health in keeping with the highest standards.

Safety and health in our business must be a part of every operation. Without question it is every employee's responsibility at all levels. It is the intent of this company to comply with all laws. To do this we must constantly be aware of conditions in all work areas that can produce injuries. No employee is required to work at a job he or she knows is not safe or healthful. Your cooperation in detecting hazards and, in turn, controlling them is a condition of your employment. Inform your supervisor immediately of any situation beyond your ability or authority to correct. If the situation is not corrected to your complete satisfaction, please call me at 979-836-4477. The situation will be evaluated and appropriate corrective action will be taken.

We will maintain a safety and health program conforming to the best management practices of organizations of this type. To be successful, such a program must embody the proper attitudes toward injury and illness prevention not only on the part of supervisors and employees, but also between each employee and his or her co-workers. Only through such a cooperative effort can a safety program in the best interest of all be established and preserved.

I am committed to allocating and providing all the resources needed to promote and effectively implement the safety policies and procedures provided in this Safety and Health Manual. Our goal simply stated is "Zero Employee Injuries". Each employee needs to personally commit to continuously working safely and to the prompt reporting of identified concerns so that these concerns can be effectively addressed. Accidents are caused; they don't just happen. Only by working together can we truly reduce and hopefully eliminate accidents, injuries, and employee suffering.

Our objective is a safety and health program that will reduce the number of injuries and illnesses to an absolute minimum, not merely in keeping with, but surpassing, the best experience of operations similar to ours. Our goal is zero accidents and injuries. Only by working together can this be accomplished. Please join us in our commitment to safety. Your support of our goal will help Collier Construction obtain a reputation of having the highest safety standards in the industry while providing the safest working environment for our employees.

Mike Collier, President
Collier Construction

6. Collier Safety Program: Quality Control Plan

QUALITY CONTROL PLAN

All members of the team participate in the quality control effort.

Provide coordination and management of subcontractors.

Review subcontractor personnel for experience, track record, and team concept.

Project managers

Superintendents

Foremen

Implement "TEAMWORK" program with the subcontractors.

Establish chain of command and communication protocol.

Sub→Contractor→Architect→Owner

Establish quality requirements and standards.

Review sequence and schedule.

Identify accounting requirements.

Review insurance requirements.

Review safety and security policies.

Sequence subs schedule in an orderly fashion to avoid conflict with other trades.

Emphasize teamwork and smoothness of operation.

Listen to all subcontractors input and concerns.

Subcontract with the best possible vendors and subcontractors.

Area considerations: local preference, if desired by the Owner and Architect.

Consider maintenance/warranty record of subcontractors.

Track records.

Financial capability.

Personnel proposed.

Provide (as much as possible) self performance.

Best possible time control method.

Minimizes waiting time, particularly of our area subcontractors.

Quality issue under total control.

Provide 3 supervisory personnel involved in project (General Superintendent, Project Manager, Superintendent.)

A representative on site at all times.

Can cover entire project better at peak times.

Supervisor still in field during meetings, vacations, and sick days.

Establish a reasonable schedule.

Review schedule weekly with project superintendent.

Determine corrective action if necessary to reach goals.

Review schedule with each subcontractor weekly

Review schedule at monthly project meeting

Identify RFI's and impact upon schedule

Weather factors

Review submittal process and impact on schedule

6. Collier Safety Program: Quality Control Plan

Establish fair and reasonable procedures to carry out the work.

Establish jobsite organization including work and storage areas.

Maintain a daily log for jobsite record.

Provide general conditions to meet project requirements.

Prepare and issue project modifications and contracts.

Monitor construction cost and projections.

Prepare and maintain cash flow projection for owner if requested.

Monitor and maintain quality control.

Provide and monitor overall progress daily.

Provide shop drawings and submittal control.

Equipment and material control.

Prepare billings and progress payments.

Pay all subcontractors on time.

Prepare agendas and conduct weekly safety and progress meetings.

Implement special considerations and manage properly.

Facilitate testing laboratory services - soils, concrete steel, mechanical, etc.

Consider owner maintenance requirements - current & future.

Take into account surrounding neighborhood, social situation and environmental impact.

Legal requirements.

Existing structures and facilities.

Natural condition of ground and peripherals.

Long lead time - special fab items and schedule impact will be prioritized.

Ensure quality management program of subcontractors

Approve only shop drawings that comply with plans and specifications.

Submit for A/E review only after approval by G.C.

Implement policies or requirements on equal opportunity.

Project Post Construction Services

Provide operating and maintenance manuals.

Secure and assemble warranties or guarantees.

Provide check out of equipment

Instruct operating personnel in equipment operating and maintenance procedures.

Assist in start up of equipment.

Conduct final walk through and responsive punch out.

Implement close out procedures.

Final releases

Consent of surety

Final payments

Final lien waivers

Allowance summaries.

Assist enforcement of warranties or guarantees.

Build the reputation of Collier Construction and start a positive working relationship with Brazos County.

7. References

Richard O'Malley,

Blinn College

Executive Director Facility Planning

& Construction

979-830-4054

Jon Forsythe

Brenham ISD

979-277-3700

Keith Smith

Madisonville ISD

Superintendent

936-348-2797

Jim Palmer

Burton ISD

Former Superintendent

979-289-3131

Tom Quarles,

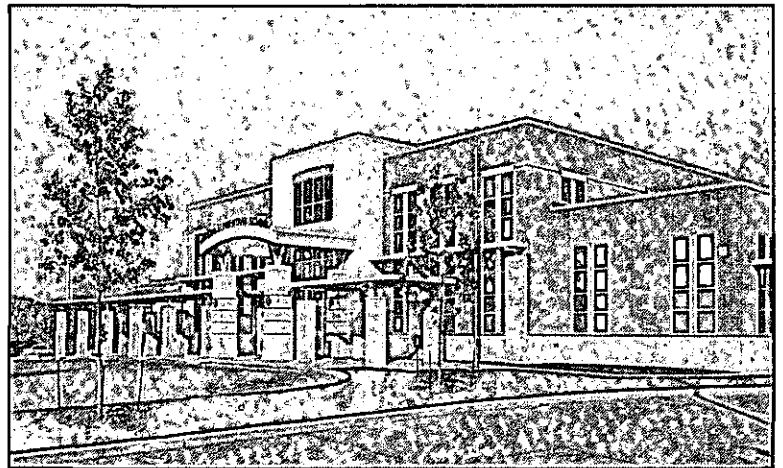
Brazos County Exposition Complex

Director

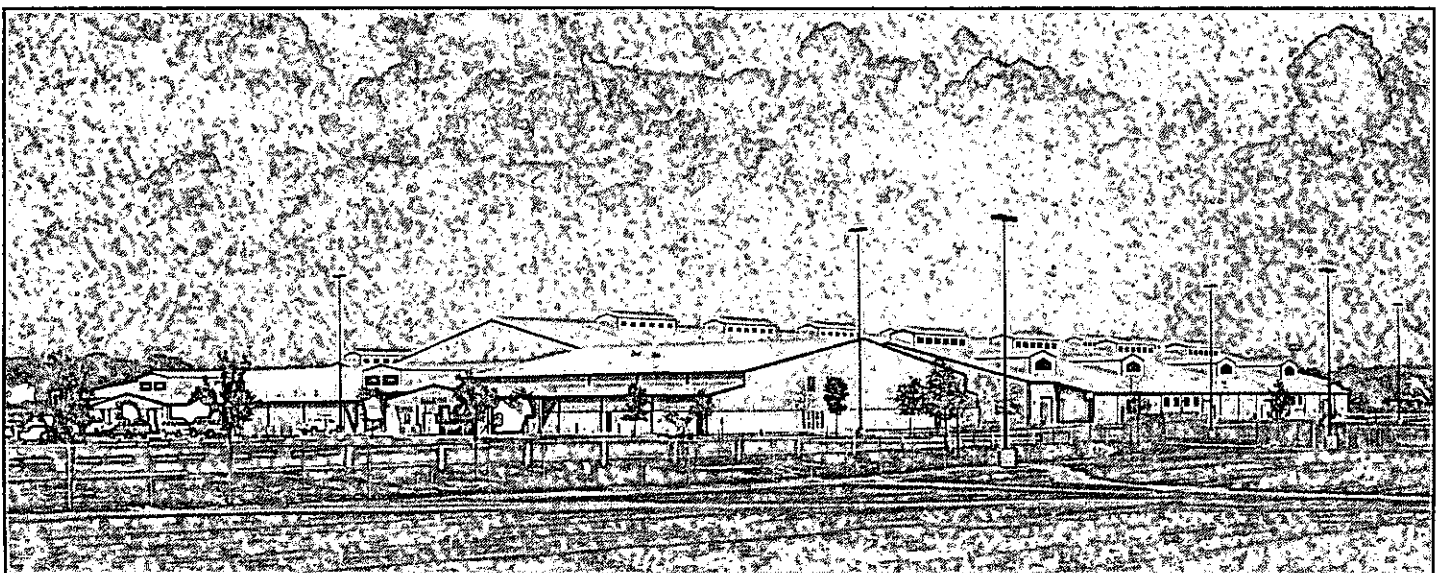
979-821-1404



Blinn College New Student Housing



Kemp Carver Elementary, Bryan ISD



Brazos County Exposition Center

7. References

Sam White, AIA

832-797-5759

William Krueger, P.E.

Jones and Carter

979-836-6631

Dr. Ned Walton

Walton and Associates

979-229-4586

Dale Rabe, AIA

Rabe+Partners Architects

512-349-7173

Thomas Gessner, P.E.

Gessner Engineering

979-680-8840

Billy Ballow

Goodwin Lasiter Strong

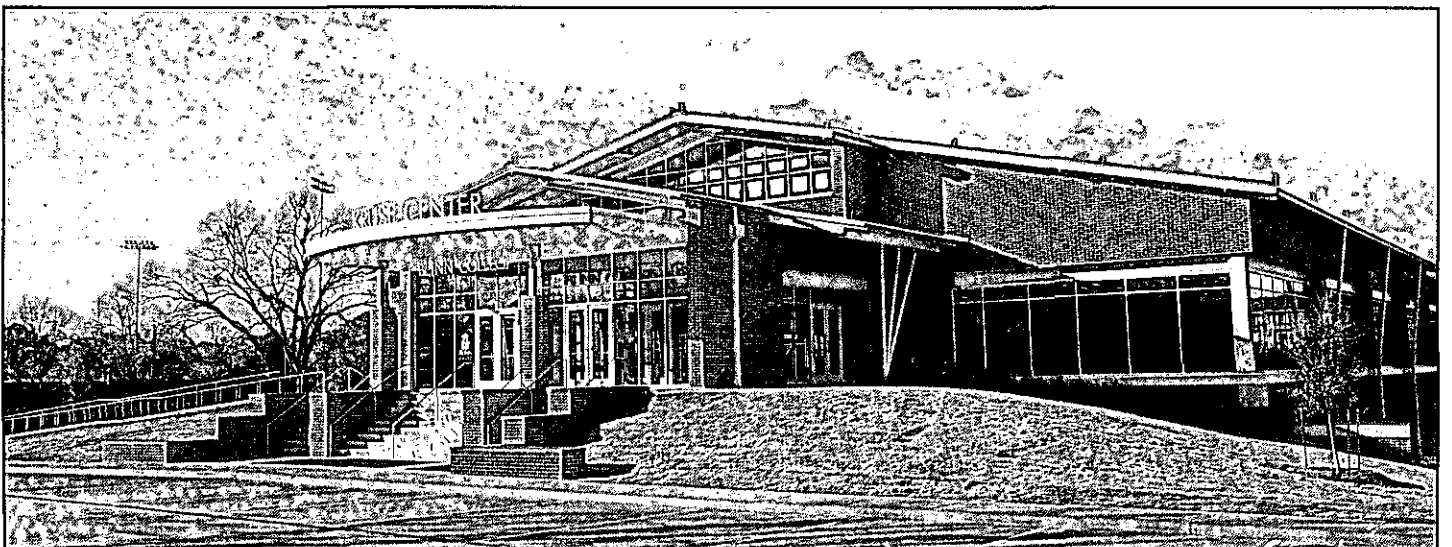
979-776-9700



Davilla Middle School, Bryan ISD

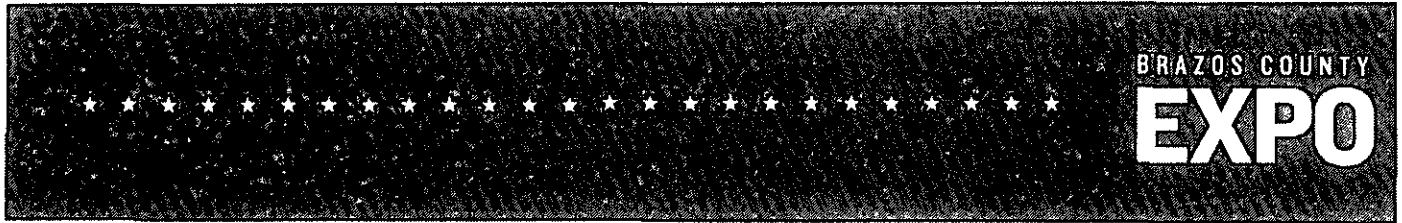


Blinn College Music Facility



Blinn College, Kruse Recreation Center

7. References



February 24, 2012

To Whom It May Concern:

This letter serves as an official letter of recommendation for Collier Construction, Inc. of Brenham, Texas. The company recently completed an \$11 million Phase II expansion project for the Brazos County Exposition Complex in the spring of 2011.

In serving in a dual role as Director of the Exposition Complex and co-project manager for Brazos County, I worked extensively with, and had significant interaction throughout the entire project with all levels of the company's management team. My evaluation of Collier Construction from the time that we interviewed them as a finalist during the bidding process, through actual construction and now to the end of the one year warranty period following substantial completion of the project is excellent.

Collier Construction management is honest, down to earth and always places a premium on over all quality and customer service. They are simply good people. Their communication throughout the project was very good and the construction superintendent, project manager and even the owner was always accessible.

I have had experience with other construction projects including one much larger and I would say without hesitation that this was the best experience that I have ever had with a contractor. I would not hesitate to recommend them to anyone.

I would be more than happy to answer any questions or visit in more detail regarding our experience with Collier Construction. I can be contacted at 979/823-3976.

Sincerely,

A handwritten signature in cursive script that reads "Thomas A. Quarles".

Thomas A. Quarles
Director of Special Event Facilities
Brazos County
5827 Leonard Road
Bryan, Texas 77807
www.brazoscountyexpo.com

BrazosCountyExpo.com

Phone: (979) 823-3976

Fax: (979) 823-1912

5827 Leonard Road
Bryan, TX 77807



7. References

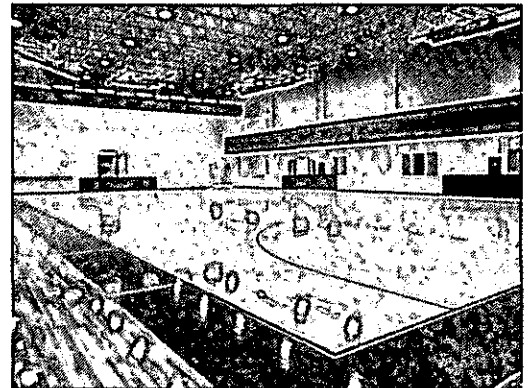
Mike Collier

From: Rachel Henderson [rhenderson@bryanisd.org]
Sent: Thursday, March 20, 2008 11:35 AM
To: Mike Collier
Subject: Re: Transition

Mike,

I wanted to let you know what an incredible team you have. Clay, Todd, and Jimmy have provided, by far, the most thorough, enjoyable, and well-communicated projects this district has been a part of. I can truly say that Collier is the "Owner's representative." Please let me know if you ever need a reference letter, I would be more than happy to oblige.

Rachel Henderson, Director of Construction
Bryan Independent School District
(979)209-1049
(979)209-1064 fax
Email: rhenderson@bryanisd.org



7. References



ROCKDALE INDEPENDENT SCHOOL DISTRICT

P.O. BOX 632 ♦ ROCKDALE, TX 76567
(512) 430-6000 ♦ Fax (512) 446-3460 ♦ www.rockdaleisd.net

Walter R. Pond
Superintendent

Penny S. Curry
Assistant Superintendent
for Instruction

Karl Kaci
Assistant Superintendent
for Business

Chad Jones
High School Principal
(512) 430-6140

Brent Kirkpatrick
Junior High Principal
(512) 430-9100

Pamela Kaufmann
Elementary Principal
(512) 430-6030

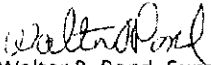
It is without reservation that I gladly offer a letter of recommendation for Collier Construction.

During my 18-year tenure as Superintendent of Schools for Rockdale ISD and many more years within the District we saw many construction projects of various scope and complexity. When we passed our bond and contemplated construction of \$30 million dollars worth of facilities I knew a strong team of construction professionals would be required to execute the complex mix of new facilities, additions and renovations. Numerous firms, some with names you are sure to recognize, submitted to be a part of the exciting transformation of our community. Collier Construction was chosen because they provided the best value, and proved over and over again to be a priceless asset to our building program.

Any District is sensitive to cost control. As leaders of the District, cost control is one of our key responsibilities in maintaining the public trust. I can say without question that Collier Construction understands this need and works in partnership to deliver the project for the money that has been promised. Their experience building schools was evidenced routinely during the project as they worked to seek resolutions to construction issues in the most practical and cost-conscious way. No request by the District was too small to be considered and we routinely looked to save fractions of a percent on each cost inquiry.

Every project I have been involved with in the school business has some amount of schedule challenge. From the moment Collier became a part of our project team of Bay Architects and program manager Lockwood, Andrews & Newnam their understanding of the unique character of school construction schedules served to calm the anxiety of our Board and Administration. Despite ice delays and hurricane-induced steel delays Collier was always frank with their position and adhered to the unavoidable truth, "The kids are coming and that's when we need to be done!" We finished on time!

Of course it can be easy to finish on time if you find ways to cut corners. Collier refused this temptation and suffered many long days and seven day workweeks to be sure we got more than what we paid for. Collier always seemed to have good control of their subcontractors and never let anything less than perfect become a part of our buildings. Many times they offered suggestions for material substitutions or alternate means of performing work to our team in an effort to bring lifelong endurance and easier maintenance to our staff. I have to believe this comes from their years of serving the school community. Trust is a key component to any relationship. Collier Construction surely has the same capability as others to negotiate contracts, prepare schedules and maintain any kind of record you can imagine. Know this, when Mike Collier and every person in line with him at Collier makes a commitment to you and your District it will come with a hand shake; the kind of hand shake that matters. With this trust success is the only possibility. I trust Collier Construction and hope that you will make the choice necessary to see firsthand what good people like Collier Construction can do for your community.


Walter R. Pond, Superintendent

7. References

Burton Independent School District

PO Box 37
BURTON, TEXAS 77835
PHONE (979)-289-3131
FAX (979)-289-3076

October 21, 2011

Howdy,

Over the past three years, Burton ISD completed a \$7 million facility improvement project in two phases. The first phase was \$4.2 million that included a new Elementary, Ag and Bus Barn. Additional projects included construction of two concrete roads adjacent to the property and renovation of an old Ag building into a district library. The second phase of \$1.9 million included a new JH and Administration building. Both were completed before deadline and under budget.

I attribute much of the success to the active participation of the Construction Company for both projects, Collier Construction of Brenham, Texas. Mike Collier provided Site Superintendents and Project Managers that met the expectations of the School Board. The sub-contractors were all local businesses. The craftsmanship and products used on the project were of top quality.

When opportunities arose for cost savings, we were informed through the Architect and given the option of making changes to take advantage. The cost savings were passed along to the district. When conflicts arose, we were notified immediately. All matters were resolved with mutual agreement. When opportunities arose to provide added value, such as additional parking spots or extending sidewalks, we were given the option of adding these to the project, or not.

Collier Construction worked with the architect and maintained a professional and pleasant relationship through both projects. Collier Construction cooperated with school officials to keep interference with school at a minimum. Examples include during TAKS tests they kept noise to a minimum and used holidays to work on projects that would require heavy equipment. They monitored the sub-contractors work and workers. They put up fencing and their workers did not come into the school buildings unless necessary. When they did, they went to the office and signed in and out.

The community was pleased at the cost savings that were applied when available. Attention to security, safety, parking, utilization of space and other factors were noted. Many of their workers frequented our grocery store and other establishments. Collier Construction bought ads in our yearbook and purchased animals at the County Fair. That was extraordinary.

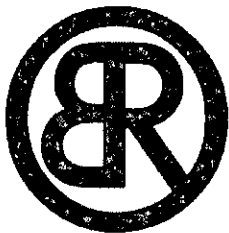
I would recommend Collier Construction to any school or organization that wants their needs to be heard, their wants to be prioritized and a quality building. Through three years the Board changed members. Collier Construction was able to please all the past and present members by demonstrating efficient use of our funds in building quality facilities.

Sincerely,

James M. Palmer

Burton ISD Superintendent

7. References



Owners Building
Resource, LP.

700 Harwood, Suite G5
Hurst, Texas 76054

Phone # 817-427-4044
Fax # 817-427-4944

December 20, 2006

Re: Collier Construction, Inc.

To Whom This May Concern:

For any and all of your construction needs, I can confidently, without hesitation, recommend Collier Construction, Inc.

In February of 2005 Bellville Independent School District embarked on a very aggressive and ambitious building program involving six projects. This program included an 80,000 S.F. addition to the existing high school along with over 25,000 S.F. of major renovations, which encompassed a complete renovation to the kitchen and cafeteria. On five other campuses we added classroom additions totaling over 25,000 S.F. A very unique portion to this program was the renovation of the "Old High School" which was constructed in the mid 1930's. Each one of these projects was successfully set in motion under the management of Collier Construction, namely Mike Collier and Tom Albus.

During our selection process of Construction Managers @ Risk, 9 companies responded to our RFP, one company constantly stood out from the rest. That company was Collier Construction, Inc. Since selection, their demonstrated professionalism and superior work continues to confirm their reputation as leaders in the General Construction field. As team players they have no equal. As problem solvers, committed to the district they have earned my sincerest admiration. Under their Field Superintendents, Jeff Tackett, Todd Tackett, Richard Tann, Danny Gullo and Larry Eder each initiated project of our program has been completed on time and under budget.

The renovation to the existing high school was the most challenging projects. With severe delays caused by others and challenging documents, Jeff Tackett and Todd Tackett performed an almost impossible feat in finishing this project on time. To quote Jeff Tackett "students will attend this school on opening day". And that they did.

As each project reached substantial completion, each superintendent for warranty items has been unquestionable. They are there when we need them. Because of the effective working relationship we have developed, and the competent leadership from the field I have witnessed since the start of the construction process, I can state once again that for any and all of your construction needs, I confidently, without the slightest bit of hesitation highly recommend Collier Construction, Inc.

Sincerely,

OWNERS BUILDING RESOURCE, LP
John Hryorchuk, Vice President

Bellville Independent School District, Program Manager

7. References



NEW CANEY INDEPENDENT SCHOOL DISTRICT

21580 Loop 494

New Caney, Texas 77357

Tel: (281) 354-1166 Fax: (281) 354-2639

Richard Cowan
Superintendent of Schools

October 2, 2003

Mike Collier
Collier Construction
P.O. Box 1889
Brenham, Texas 77834-1889

Dear Mike:

On behalf of the New Caney ISD Board of Trustees, I want to thank you for being such a vital part of our team in addressing our facility needs.

The successful bond initiatives of 2000 and 2002 (some \$76 million) enabled us to develop plans to correct long-standing facility problems. This district relied heavily upon the many pre-construction services you provided us and was critical to the success that followed. Your knowledge and guidance quickly established confidence and trust from our Board and community. In the process, our facilities have not only reached contemporary standards, you have provided us with a vehicle for continued success in the future. We have been extremely pleased that all projects have come in on time and under budget. Given the number of projects we have tackled during the last four years, this has been a remarkable accomplishment. To work in an environment of trust with the Board of Trustees, staff and the community is indeed a pleasure for me. You and the personnel you employ are quality folks with honesty and integrity always in the forefront.

I look forward to our continuing relationship and, again, New Caney ISD is proud to have you on our team.

Sincerely,

A handwritten signature in black ink that reads "Rick Cowan". The signature is written in a cursive style with a large, prominent 'R'.

Rick Cowan
Superintendent of Schools

7. References

Brenham Independent School District



June 12, 2008

Administration Office

711 Mansfield
P.O. Box 1147
Brenham, TX 77834-1147
(979) 277-6500
Fax (979) 277-6515
Fax (979) 277-6616
(Payroll/Business Office)

Brenham High School

(979) 277-6570
Fax (979) 277-6544
Athletics - Ext. 3030
Band - Ext. 4050
Career & Technology - Ext. 1142
Counseling Dept. - Ext. 1050

Brenham Alternative School

(979) 277-6536
Fax (979) 277-6532

Brenham Junior High School

(979) 277-6400
Fax (979) 277-6407

Brenham Middle School

(979) 277-3845
Fax (979) 277-3846

Alton Elementary School

(979) 277-6562
Fax (979) 277-6565

Brenham Elementary School

(979) 277-3880
Fax (979) 277-3881

Krause Elementary School

(979) 277-6545
Fax (979) 277-6549

Child Nutrition Department

(979) 277-6512
Fax (979) 277-6661

Maintenance Department

(979) 277-6597
Fax (979) 277-6598

Special Services

(979) 277-6500
Fax (979) 277-6515

Technology Department

(979) 277-6541
Fax (979) 277-6657

To Whom It May Concern:

From: Tommie Sullivan

I highly recommend Collier Construction as a candidate for the construction of your new school. We have thoroughly enjoyed our school and it has been a model for other schools in our region to tour. The team at Collier were always friendly and made us feel as though we were part of the family. In addition, they met with our staff prior to construction and allowed for their personal *input and listened* to their needs and concerns.

Collier Construction has the skill, ability, experience and talent to perform at an exceptionally high level.

In closing, I recommend Collier Construction without reservation for consideration of the construction of your new school. I have every expectation that, if selected, Collier will prove to be the best selection.

Should you think it necessary or desirable, I would be happy to discuss their qualifications with you personally.

Sincerely,

A handwritten signature in cursive script that reads "Tommie Sullivan".

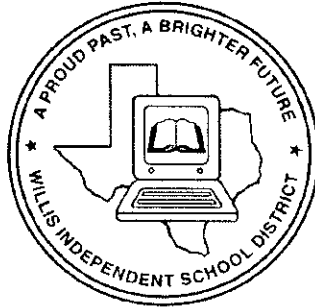
Tommie Sullivan

Principal

Brenham Elementary School

The First and Only Public School in Texas in 1875
An Equal Opportunity Employer

OFFICE OF
SUPERINTENDENT OF SCHOOLS



Dear Mike,
Just a note to tell you how excited
I was to hear the news about
the high school bids and to tell you
how much I appreciate your hard
work and commitment to W.I.S.D. I
believe we have a true partnership
rather than a mere business
arrangement. Thank you!

Sincerely,
Kay Karr

1-30-00

7. References



October 20, 2009

Mr. Mike Collier
Collier Construction
1601 Highway 290 West
Brenham, TX 77833

Dear Mike:

Once again you have delivered a wonderful school construction bond program on behalf of a client on budget and when promised. Rockdale I.S.D. could not be more pleased with this recent performance on their four-campus program by the Collier Construction, Bay Architects and LANWalton team. They are particularly impressed with the quality of the facilities and by the fact that modest GMP savings will be returned.

For over 20 years I have had the opportunity to observe your work within K-12 school districts, community colleges and universities. I and members of our staff have been fortunate to serve as program managers on several school facility projects with you and know that we will work with you again and again at every afforded opportunity.

When asked by potential clients "what will make a successful facilities program", I always respond "a team of successful planners, designers, constructors and managers working with the client to always do the right things for the right reasons". As program managers I know that our work is simplified and more enjoyable when we have a great team working with a supportive and knowledgeable client and I know other team members share this experience.

Mike, I know from time-to-time Collier Construction proposes new work under various delivery methods including competitive sealed proposals and CMAR. Please feel free to share our thoughts with potential clients, use us as a reference and have them contact us at any time. Your company, your leadership, your project managers, your superintendents, your foremen and your workers are at the top. You recruit top-notch subs to submit proposals and coordinate them superbly. I can recommend Collier Construction without reservation.

Sincerely,

Ned E. Walton, Ph.D., P.E.
Director

7. References



BAY ARCHITECTS

CALVIN E. POWITZKY, JR.
MARK R. FRENCH

November 2, 2006

Mr. Mike Collier, President
Collier Construction Inc.
P. O. Box 1889
Brenham, TX 77834-1889

Dear Mr. Collier:

We would like to take this opportunity to thank you and your staff for the excellent work done on the Brenham Elementary School. This Project was not without challenges considering the site, the program, the budget and the unique architectural solution to these requirements. The challenge was met by Collier Construction.

I have been an Architect for 44 years. In those years of practice I have had the privilege of working with some outstanding Construction Companies. In a list of those Companies there are about three that stand out above the other firms. Collier Construction is at the top of the list of these three Companies.

These companies all have a common denominator which is their leadership and staff. Collier Construction is very fortunate to have a staff such as Tom Albus leading a team made up of Chris Janacek as project manager and Dennis Fidge as project superintendent.

Chris was exceptionally professional in his management of the project. Dennis met the challenge of building a building that was somewhat different from the normal.

We at Bay Architects look forward to having the privilege of working with Collier Construction Company in the future.

Sincerely,



C. K. Clements
Consulting Architect

cc Calvin Powitzky, Managing Partner

8. Bid Forms

R. LIST OF SUB-CONTRACTORS:

- 1. Electrical Britt Rice or DTA
- 2. Plumbing Collier
- 3. Mechanical Mesa BHA
- 4. Detention Equipment Contractor Argyle or NDC
- 5. Masonry Contractor Collier
- 6. Steel Erector Collier
- 7. Site Work Collier
- 8. Security Electronics Contractor Argyle or NDC
- 9. Concrete Collier

S. Pricing

The base proposal price below should include \$700,000 for contingency allowance to be used only as directed by Brazos County.

1. Pricing for all materials and work included in the base proposal:

\$ 14,230,000

a. Pricing in word format: fourteen million two hundred thirty thousand

2. Time to substantially complete (99%) proposed work:

- a. Building Phase One: 530 Days
- b. Building Phase Two: 119 Days
- c. Building Phase Three: 45 Days
- d. TOTAL OF ALL PHASES: 694 Days

e. Total Number of days in word format:
Six hundred ninety four

8. Bid Forms

3. From award by Commissioners' Court and receipt of the purchase order, respondent can begin work in 5 days

a. Number of days in word format: five days

4. Pricing for all materials and work included in Alternate #1 JJAEP Building and Site: \$ 1,920,000

a. Pricing in word format: One million nine hundred twenty thousand

b. Additional time required for Alternate #1: 0

5. Pricing for all materials and work included in Alternate #2 Office Addition:

\$ 260,000

a. Pricing in word format: two hundred sixty thousand

b. Additional time required for Alternate #2: 0

6. Pricing for all materials and work included in Alternate #3 Additional Parking:

\$ 76,000

a. Pricing in word format: seventy six thousand

b. Additional time required for Alternate #3: 0

7. Pricing for all materials and work included in Alternate #4: A/V Equipment:

\$ 50,000

a. Pricing in word format: fifty thousand

b. Additional time required for Alternate #4: 0

8. Pricing for all materials and work included in Alternate #5: Tenant Finish of office area: \$ 205,000

a. Pricing in word format: two hundred five thousand

b. Additional time required for Alternate #5: 0

8. Bid Forms

9. Pricing for all materials and work included in Alternate #6: Renovation for Staff

Entry: \$ 210,000

- a. Pricing in word format: two hundred ten thousand
b. Additional time required for Alternate #6: 0

10. Pricing for all materials and work included in Alternate #7 Renovation Shift

Managers area: \$ 58,000

- a. Pricing in word format: fifty eight thousand
b. Additional time required for Alternate #7: 0

11. Pricing for all materials and work included in Alternate #8 Fire Alarm:

\$ 390,000

- a. Pricing in word format: three hundred ninety thousand
b. Additional time required for Alternate #8: 0

12. Unit Prices:

- a. Unit Price No. 1: Removal of unsatisfactory soil and replacement with satisfactory soil material:

\$ 21 per cubic yard

- b. Unit Price No. 2: Rock excavation and replacement with satisfactory soil material:

\$ 155 cubic yard

- c. Unit Price No. 3: Cutting and patching of concrete slabs-on-grade.

\$ 32 per sq ft

- d. Unit Price No. 4: Miscellaneous and structural steel.

\$ 16,000 per ton and \$ 3,800 per ton

- e. Unit Price No. 5: Asphalt Paving.

\$ 92 per sq yard

8. Bid Forms

T. Proposal Evaluation Waiver

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

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

Note: The Statement of Affirmation Must be Notarized.

STATEMENT OF AFFIRMATION

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

Firm's Name: Collier Construction LLC

Address: 1601 Hwy 290 West, Brenham, Texas 77833

Proposer's Name: Mike Collier

Position/Title: President

Proposer's Signature: *Mike Collier president*

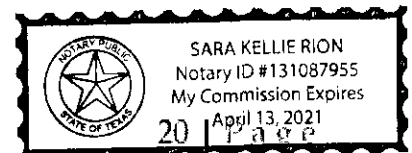
Date: 2/27/2018

Subscribed and sworn to me on this 27 day of February in the year 2018

Sara Kellie Rion
Notary Public

My Commission expires APRIL 13, 2021

U. **ADDENDA**



8. Bid Forms

House Bill 89 & Debarment Verification

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

The undersigned affirms the non-debarment statement above, that they are duly authorized execute this contract.

The company representative below further affirms, that the company submitting this proposal, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made or ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

Company Name: Collier Construction LLC

Authorized Company Representative: Mike Collier

Address: 1601 Hwy 290 West, Brenham, Texas 77833

8. Bid Forms

Signature: Mike Collier President

Date: 2/27/2018

Contract #: MIKE COLLIER OFFICE : 979-830-4477, CELL: 979-251-4642
CURTIS COLLIER, CELL: 979-251-4643

7. References

Sam White, AIA
832-797-5759

William Krueger, P.E.
Jones and Carter
979-836-6631

Dr. Ned Walton
Walton and Associates
979-229-4586

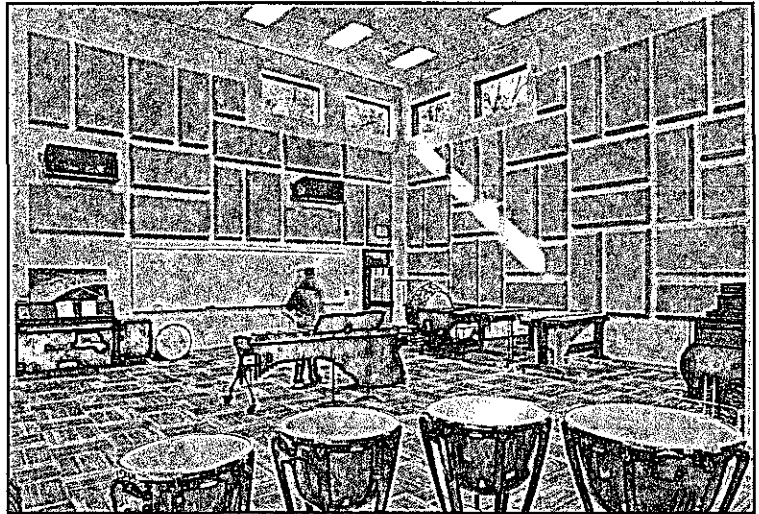
Dale Rabe, AIA
Rabe+Partners Architects
512-349-7173

Thomas Gessner, P.E.
Gessner Engineering
979-680-8840

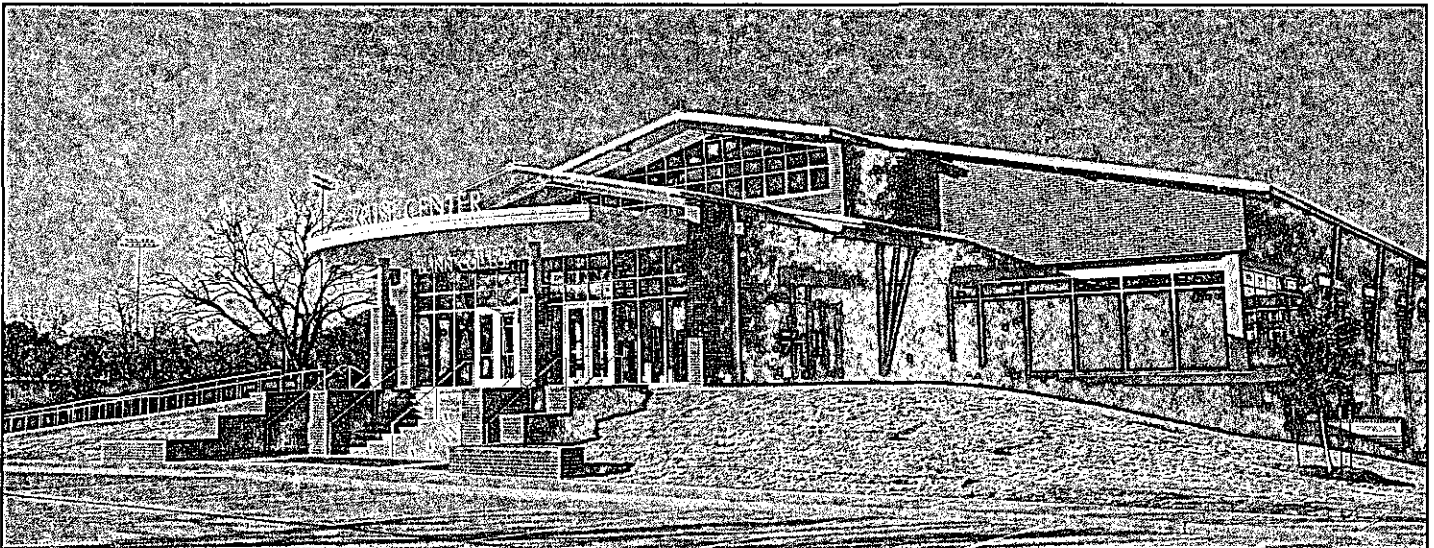
Billy Ballow
Goodwin Lasiter Strong
979-776-9700



Davilla Middle School, Bryan ISD

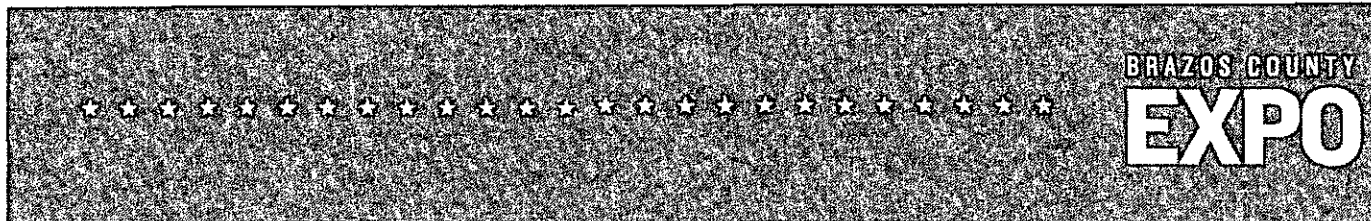


Blinn College Music Facility



Blinn College, Kruse Recreation Center

7. References



February 24, 2012

To Whom It May Concern:

This letter serves as an official letter of recommendation for Collier Construction, Inc. of Brenham, Texas. The company recently completed an \$11 million Phase II expansion project for the Brazos County Exposition Complex in the spring of 2011.

In serving in a dual role as Director of the Exposition Complex and co-project manager for Brazos County, I worked extensively with, and had significant interaction throughout the entire project with all levels of the company's management team. My evaluation of Collier Construction from the time that we interviewed them as a finalist during the bidding process, through actual construction and now to the end of the one year warranty period following substantial completion of the project is excellent.

Collier Construction management is honest, down to earth and always places a premium on over all quality and customer service. They are simply good people. Their communication throughout the project was very good and the construction superintendent, project manager and even the owner was always accessible.

I have had experience with other construction projects including one much larger and I would say without hesitation that this was the best experience that I have ever had with a contractor. I would not hesitate to recommend them to anyone.

I would be more than happy to answer any questions or visit in more detail regarding our experience with Collier Construction. I can be contacted at 979/823-3976.

Sincerely,

A handwritten signature in cursive script that reads "Thomas A. Quarles".

Thomas A. Quarles
Director of Special Event Facilities
Brazos County
5827 Leonard Road
Bryan, Texas 77807
www.brazoscountyexpo.com

BrazosCountyExpo.com

Phone: (979) 823-3976
Fax: (979) 823-1912
5827 Leonard Road
Bryan, TX 77807



7. References

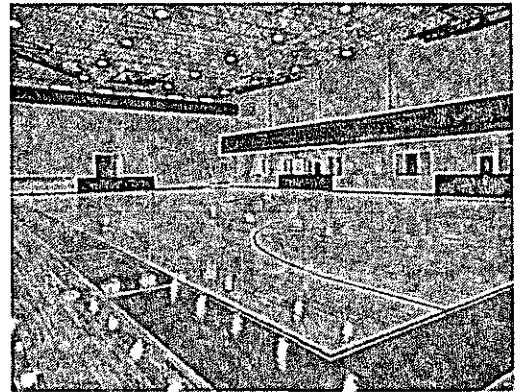
Mike Collier

From: Rachel Henderson [rhenderson@bryanisd.org]
Sent: Thursday, March 20, 2008 11:35 AM
To: Mike Collier
Subject: Re: Transition

Mike,

I wanted to let you know what an incredible team you have. Clay, Todd, and Jimmy have provided, by far, the most thorough, enjoyable, and well-communicated projects this district has been a part of. I can truly say that Collier is the "Owner's representative." Please let me know if you ever need a reference letter, I would be more than happy to oblige.

Rachel Henderson, Director of Construction
Bryan Independent School District
(979)209-1049
(979)209-1064 fax
Email: rhenderson@bryanisd.org



7. References



Walter R. Pond
Superintendent
Penny S. Curry
Assistant Superintendent
for Instruction
Karl Kocer
Assistant Superintendent
for Business
Chad Jones
High School Principal
(512) 430-6140
Brent Kirkpatrick
Junior High Principal
(512) 430-6100
Pamela Kaulmann
Elementary Principal
(512) 430-6030

It is without reservation that I gladly offer a letter of recommendation for Collier Construction.

During my 18-year tenure as Superintendent of Schools for Rockdale ISD and many more years within the District we saw many construction projects of various scope and complexity. When we passed our bond and contemplated construction of \$30 million dollars worth of facilities I knew a strong team of construction professionals would be required to execute the complex mix of new facilities, additions and renovations. Numerous firms, some with names you are sure to recognize, submitted to be a part of the exciting transformation of our community. Collier Construction was chosen because they provided the best value, and proved over and over again to be a priceless asset to our building program.

Any District is sensitive to cost control. As leaders of the District, cost control is one of our key responsibilities in maintaining the public trust. I can say without question that Collier Construction understands this need and works in partnership to deliver the project for the money that has been promised. Their experience building schools was evidenced routinely during the project as they worked to seek resolutions to construction issues in the most practical and cost-conscious way. No request by the District was too small to be considered and we routinely looked to save fractions of a percent on each cost inquiry.

Every project I have been involved with in the school business has some amount of schedule challenge. From the moment Collier became a part of our project team of Bay Architects and program manager Lockwood, Andrews & Newnam their understanding of the unique character of school construction schedules served to calm the anxiety of our Board and Administration. Despite ice delays and hurricane-induced steel delays Collier was always frank with their position and adhered to the unavoidable truth, "The kids are coming and that's when we need to be done!" We finished on time!

Of course it can be easy to finish on time if you find ways to cut corners. Collier refused this temptation and suffered many long days and seven day workweeks to be sure we got more than what we paid for. Collier always seemed to have good control of their subcontractors and never let anything less than perfect become a part of our buildings. Many times they offered suggestions for material substitutions or alternate means of performing work to our team in an effort to bring lifelong endurance and easier maintenance to our staff. I have to believe this comes from their years of serving the school community. Trust is a key component to any relationship. Collier Construction surely has the same capability as others to negotiate contracts, prepare schedules and maintain any kind of record you can imagine. Know this, when Mike Collier and every person in line with him at Collier makes a commitment to you and your District it will come with a hand shake; the kind of hand shake that matters. With this trust success is the only possibility. I trust Collier Construction and hope that you will make the choice necessary to see firsthand what good people like Collier Construction can do for your community.


Walter R. Pond, Superintendent

7. References

Burton Independent School District

PO Box 37
BURTON, TEXAS 77835
PHONE (979)-289-3131
FAX (979)-289-3076

October 21, 2011

Howdy,

Over the past three years, Burton ISD completed a \$7 million facility improvement project in two phases. The first phase was \$4.2 million that included a new Elementary, Ag and Bus Barn. Additional projects included construction of two concrete roads adjacent to the property and renovation of an old Ag building into a district library. The second phase of \$1.9 million included a new JH and Administration building. Both were completed before deadline and under budget.

I attribute much of the success to the active participation of the Construction Company for both projects, Collier Construction of Brenham, Texas. Mike Collier provided Site Superintendents and Project Managers that met the expectations of the School Board. The sub-contractors were all local businesses. The craftsmanship and products used on the project were of top quality.

When opportunities arose for cost savings, we were informed through the Architect and given the option of making changes to take advantage. The cost savings were passed along to the district. When conflicts arose, we were notified immediately. All matters were resolved with mutual agreement. When opportunities arose to provide added value, such as additional parking spots or extending sidewalks, we were given the option of adding these to the project, or not.

Collier Construction worked with the architect and maintained a professional and pleasant relationship through both projects. Collier Construction cooperated with school officials to keep interference with school at a minimum. Examples include during TAKS tests they kept noise to a minimum and used holidays to work on projects that would require heavy equipment. They monitored the sub-contractors work and workers. They put up fencing and their workers did not come into the school buildings unless necessary. When they did, they went to the office and signed in and out.

The community was pleased at the cost savings that were applied when available. Attention to security, safety, parking, utilization of space and other factors were noted. Many of their workers frequented our grocery store and other establishments. Collier Construction bought ads in our yearbook and purchased animals at the County Fair. That was extraordinary.

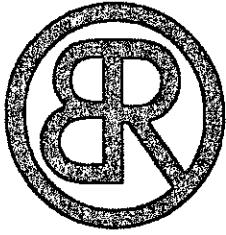
I would recommend Collier Construction to any school or organization that wants their needs to be heard, their wants to be prioritized and a quality building. Through three years the Board changed members. Collier Construction was able to please all the past and present members by demonstrating efficient use of our funds in building quality facilities.

Sincerely,

James M. Palmer

Burton ISD Superintendent

7. References



Owners Building
Resource, LP.

700 Harwood, Suite G5
Hurst, Texas 76054

Phone # 817-427-4044
Fax # 817-427-4944

December 20, 2006

Re: **Collier Construction, Inc.**

To Whom This May Concern:

For any and all of your construction needs, I can confidently, without hesitation, recommend Collier Construction, Inc.

In February of 2005 Bellville Independent School District embarked on a very aggressive and ambitious building program involving six projects. This program included an 80,000 S.F. addition to the existing high school along with over 25,000 S.F. of major renovations, which encompassed a complete renovation to the kitchen and cafeteria. On five other campuses we added classroom additions totaling over 25,000 S.F. A very unique portion to this program was the renovation of the "Old High School" which was constructed in the mid 1930's. Each one of these projects was successfully set in motion under the management of Collier Construction, namely Mike Collier and Tom Albus.

During our selection process of Construction Managers @ Risk, 9 companies responded to our RFP, one company constantly stood out from the rest. That company was Collier Construction, Inc. Since selection, their demonstrated professionalism and superior work continues to confirm their reputation as leaders in the General Construction field. As team players they have no equal. As problem solvers, committed to the district they have earned my sincerest admiration. Under their Field Superintendents, Jeff Tackett, Todd Tackett, Richard Tann, Danny Gullo and Larry Eder each initiated project of our program has been completed on time and under budget.

The renovation to the existing high school was the most challenging projects. With severe delays caused by others and challenging documents, Jeff Tackett and Todd Tackett performed an almost impossible feat in finishing this project on time. To quote Jeff Tackett "students will attend this school on opening day". And that they did.

As each project reached substantial completion, each superintendent for warranty items has been unquestionable. They are there when we need them. Because of the effective working relationship we have developed, and the competent leadership from the field I have witnessed since the start of the construction process, I can state once again that for any and all of your construction needs, I confidently, without the slightest bit of hesitation highly recommend Collier Construction, Inc.

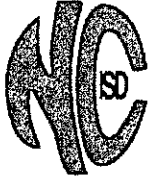
Sincerely,

OWNERS BUILDING RESOURCE, LP

John Hryorchuk, Vice President

Bellville Independent School District, Program Manager

7. References



NEW CANEY INDEPENDENT SCHOOL DISTRICT

21580 Loop 494

New Caney, Texas 77357

Tel: (281) 354-1166 Fax: (281) 354-2639

Richard Cowan
Superintendent of Schools

October 2, 2003

Mike Collier
Collier Construction
P. O. Box 1889
Brenham, Texas 77834-1889

Dear Mike:

On behalf of the New Caney ISD Board of Trustees, I want to thank you for being such a vital part of our team in addressing our facility needs.

The successful bond initiatives of 2000 and 2002 (some \$76 million) enabled us to develop plans to correct long-standing facility problems. This district relied heavily upon the many pre-construction services you provided us and was critical to the success that followed. Your knowledge and guidance quickly established confidence and trust from our Board and community. In the process, our facilities have not only reached contemporary standards, you have provided us with a vehicle for continued success in the future. We have been extremely pleased that all projects have come in on time and under budget. Given the number of projects we have tackled during the last four years, this has been a remarkable accomplishment. To work in an environment of trust with the Board of Trustees, staff and the community is indeed a pleasure for me. You and the personnel you employ are quality folks with honesty and integrity always in the forefront.

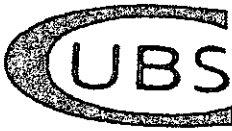
I look forward to our continuing relationship and, again, New Caney ISD is proud to have you on our team.

Sincerely,

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

Rick Cowan
Superintendent of Schools

Brenham Independent School District



June 12, 2008

Administration Office
711 Idansfield
P.O. Box 1147
Brenham, TX 77834-1147
(979) 277-6500
Fax (979) 277-6515
Fax (979) 277-6616
(Payroll/Business Office)

Brenham High School
(979) 277-6570
Fax (979) 277-6544
Athletics - Ext. 3030
Band - Ext. 4050
Career & Technology - Ext. 1142
Counseling Dept. - Ext. 1050

Brenham Alternative School
(979) 277-6536
Fax (979) 277-6532

Brenham Junior High School
(979) 277-6400
Fax (979) 277-6407

Brenham Middle School
(979) 277-3845
Fax (979) 277-3846

Alton Elementary School
(979) 277-6562
Fax (979) 277-6565

Brenham Elementary School
(979) 277-3880
Fax (979) 277-3881

Krause Elementary School
(979) 277-6545
Fax (979) 277-6548

Child Nutrition Department
(979) 277-6512
Fax (979) 277-6661

Maintenance Department
(979) 277-6597
Fax (979) 277-6596

Special Services
(979) 277-6500
Fax (979) 277-6515

Technology Department
(979) 277-6541
Fax (979) 277-6657

To Whom It May Concern:

From: Tommie Sullivan

I highly recommend Collier Construction as a candidate for the construction of your new school. We have thoroughly enjoyed our school and it has been a model for other schools in our region to tour. The team at Collier were always friendly and made us feel as though we were part of the family. In addition, they met with our staff prior to construction and allowed for their personal input and listened to their needs and concerns.

Collier Construction has the skill, ability, experience and talent to perform at an exceptionally high level.

In closing, I recommend Collier Construction without reservation for consideration of the construction of your new school. I have every expectation that, if selected, Collier will prove to be the best selection.

Should you think it necessary or desirable, I would be happy to discuss their qualifications with you personally.

Sincerely,

A handwritten signature in cursive script that reads 'Tommie Sullivan'.

Tommie Sullivan
Principal
Brenham Elementary School

The First and Only Public School in Texas in 1875
An Equal Opportunity Employer

7. References

OFFICE OF
SUPERINTENDENT OF SCHOOLS



Dear Mike,
Just a note to tell you how excited
I was to hear the news about
the high school bids and to tell you
how much I appreciate your hard
work and commitment to WISD. I
believe we have a true partnership
rather than a mere business
arrangement. Thank you!

Sincerely,
Ray Hair

1-30-00

7. References



October 20, 2009

Mr. Mike Collier
Collier Construction
1601 Highway 290 West
Brenham, TX 77833

Dear Mike:

Once again you have delivered a wonderful school construction bond program on behalf of a client on budget and when promised. Rockdale I.S.D. could not be more pleased with this recent performance on their four-campus program by the Collier Construction, Bay Architects and LANWalton team. They are particularly impressed with the quality of the facilities and by the fact that modest GMP savings will be returned.

For over 20 years I have had the opportunity to observe your work within K-12 school districts, community colleges and universities. I and members of our staff have been fortunate to serve as program managers on several school facility projects with you and know that we will work with you again and again at every afforded opportunity.

When asked by potential clients "what will make a successful facilities program", I always respond "a team of successful planners, designers, constructors and managers working with the client to always do the right things for the right reasons". As program managers I know that our work is simplified and more enjoyable when we have a great team working with a supportive and knowledgeable client and I know other team members share this experience.

Mike, I know from time-to-time Collier Construction proposes new work under various delivery methods including competitive sealed proposals and CMAR. Please feel free to share our thoughts with potential clients, use us as a reference and have them contact us at any time. Your company, your leadership, your project managers, your superintendents, your foremen and your workers are at the top. You recruit top-notch subs to submit proposals and coordinate them superbly. I can recommend Collier Construction without reservation.

Sincerely,

Ned E. Walton, Ph.D., P.E.
Director

7. References



BAY ARCHITECTS

CALVIN E. POWITZKY, JR.
MARK R. FRENCH

November 2, 2006

Mr. Mike Collier, President
Collier Construction Inc.
P. O. Box 1889
Brenham, TX 77834-1889

Dear Mr. Collier:

We would like to take this opportunity to thank you and your staff for the excellent work done on the Brenham Elementary School. This Project was not without challenges considering the site, the program, the budget and the unique architectural solution to these requirements. The challenge was met by Collier Construction.

I have been an Architect for 44 years. In those years of practice I have had the privilege of working with some outstanding Construction Companies. In a list of those Companies there are about three that stand out above the other firms. Collier Construction is at the top of the list of these three Companies.

These companies all have a common denominator which is their leadership and staff. Collier Construction is very fortunate to have a staff such as Tom Albus leading a team made up of Chris Janacek as project manager and Dennis Fidge as project superintendent.

Chris was exceptionally professional in his management of the project. Dennis met the challenge of building a building that was somewhat different from the normal.

We at Bay Architects look forward to having the privilege of working with Collier Construction Company in the future.

Sincerely,


C. Clements
Consulting Architect

cc Calvin Powitzky, Managing Partner

8. Bid Forms

R. LIST OF SUB-CONTRACTORS:

- 1. Electrical Britt+Rice or DTA
- 2. Plumbing Collier
- 3. Mechanical Mesa BHA
- 4. Detention Equipment Contractor Argyle or NDC
- 5. Masonry Contractor Collier
- 6. Steel Erector Collier
- 7. Site Work Collier
- 8. Security Electronics Contractor Argyle or NDC
- 9. Concrete Collier

S. Pricing

The base proposal price below should include \$700,000 for contingency allowance to be used only as directed by Brazos County.

1. Pricing for all materials and work included in the base proposal:

\$ 14,230,000

a. Pricing in word format: fourteen million two hundred thirty thousand

2. Time to substantially complete (99%) proposed work:

a. Building Phase One: 530 Days

b. Building Phase Two: 119 Days

c. Building Phase Three: 45 Days

d. TOTAL OF ALL PHASES: 694 Days

e. Total Number of days in word format:

Six hundred ninety four

8. Bid Forms

3. From award by Commissioners' Court and receipt of the purchase order, respondent can begin work in 5 days

a. Number of days in word format: five days

4. Pricing for all materials and work included in Alternate #1 JJAEP Building and Site: \$ 1,920,000

a. Pricing in word format: One million nine hundred twenty thousand

b. Additional time required for Alternate #1: 0

5. Pricing for all materials and work included in Alternate #2 Office Addition:

\$ 260,000

a. Pricing in word format: two hundred sixty thousand

b. Additional time required for Alternate #2: 0

6. Pricing for all materials and work included in Alternate #3 Additional Parking:

\$ 76,000

a. Pricing in word format: seventy six thousand

b. Additional time required for Alternate #3: 0

7. Pricing for all materials and work included in Alternate #4: A/V Equipment:

\$ 50,000

a. Pricing in word format: fifty thousand

b. Additional time required for Alternate #4: 0

8. Pricing for all materials and work included in Alternate #5: Tenant Finish of office area: \$ 205,000

a. Pricing in word format: two hundred five thousand

b. Additional time required for Alternate #5: 0

8. Bid Forms

9. Pricing for all materials and work included in Alternate #6: Renovation for Staff

Entry: \$ 210,000

a. Pricing in word format: two hundred ten thousand

b. Additional time required for Alternate #6: 0

10. Pricing for all materials and work included in Alternate #7 Renovation Shift

Managers area: \$ 58,000

a. Pricing in word format: fifty eight thousand

b. Additional time required for Alternate #7: 0

11. Pricing for all materials and work included in Alternate #8 Fire Alarm:

\$ 390,000

a. Pricing in word format: three hundred ninety thousand

b. Additional time required for Alternate #8: 0

12. Unit Prices:

a. Unit Price No. 1: Removal of unsatisfactory soil and replacement with satisfactory soil material:

\$ 21 per cubic yard

b. Unit Price No. 2: Rock excavation and replacement with satisfactory soil material:

\$ 155 cubic yard

c. Unit Price No. 3: Cutting and patching of concrete slabs-on-grade.

\$ 32 per sq ft

d. Unit Price No. 4: Miscellaneous and structural steel.

\$ 16,000 per ton and \$ 3,800 per ton

e. Unit Price No. 5: Asphalt Paving.

\$ 92 per sq yard

8. Bid Forms

T. Proposal Evaluation Waiver

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

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

Note: The Statement of Affirmation Must be Notarized.

STATEMENT OF AFFIRMATION

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

Firm's Name: Collier Construction LLC

Address: 1601 Hwy 290 West, Brenham, Texas 77833

Proposer's Name: Mike Collier

Position/Title: President

Proposer's Signature: *Mike Collier president*

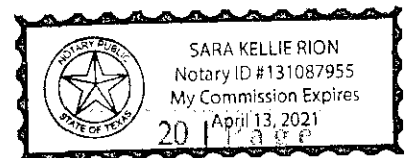
Date: 2/27/2018

Subscribed and sworn to me on this 27 day of February in the year 2018

Sara Kellie Rion
Notary Public

My Commission expires APRIL 13, 2021

U. **ADDENDA**



House Bill 89 & Debarment Verification

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

The undersigned affirms the non-debarment statement above, that they are duly authorized execute this contract.

The company representative below further affirms, that the company submitting this proposal, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made or ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

Company Name: Collier Construction LLC

Authorized Company Representative: Mike Collier

Address: 1601 Hwy 290 West, Brenham, Texas 77833

8. Bid Forms

Signature: Mike Collier President

Date: 2/27/2018

Contract #: MIKE COLLIER OFFICE: 979-830-4477, CELL: 979-251-4642
CURTIS COLLIER, CELL: 979-251-4643

AIA[®] Document G701[™] - 2017

Change Order

PROJECT: <i>(Name and address)</i> Brazos County Juvenile Justice Center Expansion 1904 State Hwy 21 W Bryan, TX 77803	CONTRACT INFORMATION: Contract For: General Construction Date: March 13, 2018	CHANGE ORDER INFORMATION: Change Order Number: 3 Date:
OWNER: <i>(Name and address)</i> Brazos County, TX 200 South Texas Ave, Suite 352 Bryan, Texas 77803	ARCHITECT: <i>(Name and address)</i> TreanorHL 1700 Pacific Ave, Suite 2630 Dallas, TX 75201	CONTRACTOR: <i>(Name and address)</i> Collier Construction 1601 Highway 290 West Brenham, TX 77833

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)


1. Contractor agrees to price the work listed in the attached Exhibit A (Change Order Work). Subject to and conditioned upon an agreement on price, Contractor further agrees to perform the Change Order Work. The Change Order Work, and the County's payment therefore, shall be governed by the Contract Documents unless otherwise altered herein.
2. If Contractor performs the Change Order Work, Contractor shall submit Applications for Payment as required by the Contract Documents but will submit such Applications for Payment separate from other scopes of work for the Project. The Architect will, within five (5) days after the earlier of (i) receipt of the Contractor's Application for Payment, or (ii) the Architect's site visit if any, will either issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part. After the Architect has issued a Certificate for Payment, Owner shall make payment within 15 days. Owner shall not withhold payment due to any reason not directly related to the Change Order Work.
3. Within 15 days of the parties' execution of this Change Order, and irrespective of any other conditions or provisions herein, Owner will release \$166,788.40 in retainage for the following scopes of work: Overhead Doors (\$1,128.75), Plumbing (\$62,266.51), Detention Equipment (\$27,966.15), Security Electronics (\$39,553.50), and a portion of HVAC Systems (\$35,873.48).
4. Owner will continue to hold \$41,264.51 in retainage for the following scopes of work: Glass & Glazing Systems (\$4,380.60), UPS System (\$3,020.00), Misc. Systems (\$5,570.00), Wire/Cable (\$2,670.00), and a portion of the HVAC Systems (\$25,623.91). Owner will release retainage for the Glass & Glazing Systems and the remaining portion of the HVAC Systems after final acceptance of those scopes of work.
5. Nothing in this Change Order constitutes an acceptance of responsibility by either Party for causing or contributing to the need for the Change Order Work or payment therefor. For the avoidance of doubt, both parties disclaim liability for the costs to perform the Change Order Work. Both parties agree to this Change Order while reserving all rights under the Contract Documents.
6. Nothing herein constitutes an admission by either party regarding the Owner's partial withholding of retainage, including but not limited to Owner's entitlement to withhold such retainage or the reasons therefore.

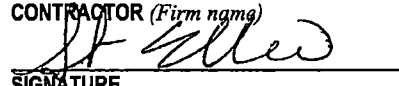
The original Contract Sum was	\$ 17,399,000.00
The net change by previously authorized Change Orders	\$ 34,245.78
The Contract Sum prior to this Change Order was	\$ 17,433,245.78
The Contract Sum will be increased by this Change Order in the amount of	\$ 0.00
The new Contract Sum including this Change Order will be	\$ 17,433,245.78

The Contract Time will be increased by Zero (0) days.
 The new date of Substantial Completion will be June 30, 2021

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

TREANER, Inc
ARCHITECT (Firm name)

SIGNATURE
ANDREW PETERS, PENICHA
PRINTED NAME AND TITLE
10.15.24
DATE

Collier Construction
CONTRACTOR (Firm name)

SIGNATURE
Project Manager, Stephen Ellwood
PRINTED NAME AND TITLE
10/09/2024
DATE

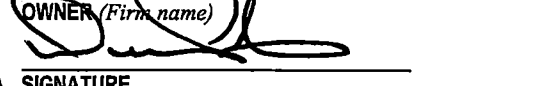
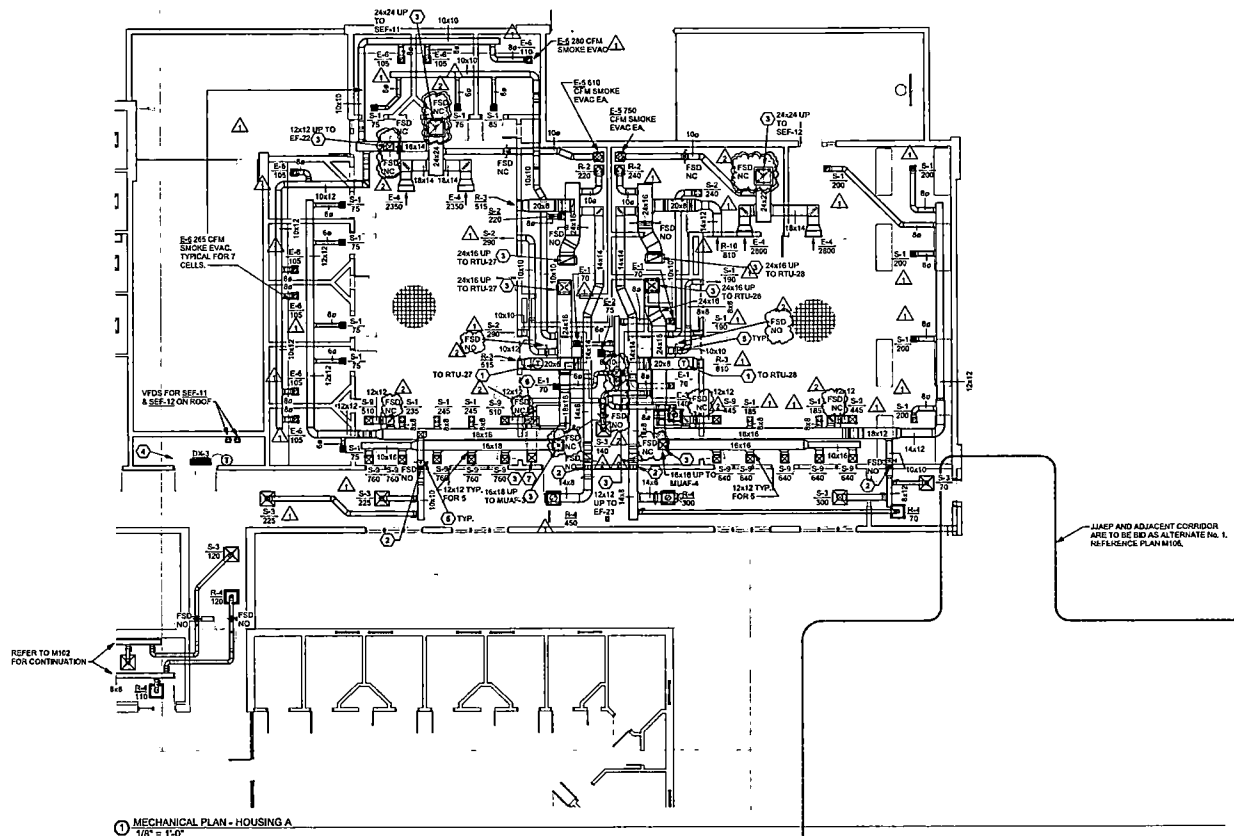
BRAZOS COUNTY
OWNER (Firm name)

SIGNATURE
DUANE PETERS, COUNTY JUDGE
PRINTED NAME AND TITLE
11/19/2024
DATE

Exhibit A



1 MECHANICAL PLAN - HOUSING A
1/8" = 1'-0"

SHEET NOTES:

1. REFER TO THE SYMBOL, LEGEND AND GENERAL NOTES.
2. REFER TO THE SPECIFICATIONS.
3. AS APPLICABLE, FIELD VERIFY AND COORDINATE WITH ALL CONDITIONS PRIOR TO ANY WORK BEING PERFORMED.
4. COORDINATE WITH ALL OTHER TRADES PERFORMING WORK.
5. ALL BRANCH DUCTWORK TO AIR DEVICES SHALL BE SAME SIZE AS AIR DEVICE NECK SIZE UNLESS NOTED OTHERWISE.
6. ALL DUCTWORK TO THE INLET OF RAY BOXES SHALL BE SAME SIZE AS THE BOX INLET UNLESS OTHERWISE NOTED.

KEY NOTES:

1. PROVIDE RETURN AIR DUCT MOUNTED SPACE SENSITIVE STAT FOR RTU CONTROL IN HOUSING UNITS.
2. PROVIDE DUCT SECURITY BARS IN DUCTWORK PASSING THROUGH HOUSING UNIT WALLS.
3. PROVIDE DUCT SECURITY BARS IN DUCTWORK PENETRATING HOUSING UNIT ROOF.
4. PROVIDE REFRIGERANT PIPING UP TO DX HEAT PUMP UNIT ON ROOF. SIZE, TRAP AND ROUTE PIPING PER MANUFACTURER'S RECOMMENDATIONS AND INSTALLATION INSTRUCTIONS.
5. REFERENCE M113 FOR FUEL-SMOKES AND MOTORIZED DAMPER DESIGNATIONS AND SERVICE.
6. PROVIDE NEW 1/2" DIA. DYER EXHAUST THROUGH ROOF. REFER TO M107 FOR CONTINUATION. INSTALL AND ROUTE PER MANUFACTURER'S INSTALLATION INSTRUCTIONS.
7. PROVIDE NEW 18" X 14" MAKEUP AIR DUCT FOR DYER. STUB INTO DYER COMPARTMENT. ROUTE THROUGH ROOF. DO NOT PROVIDE TURNING VANES FOR ELBOWS. REFER TO M107 FOR CONTINUATION.



TREANORHL

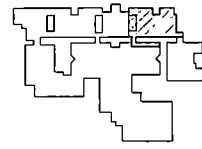
Brazos County
Juvenile Justice Center Expansion
 1904 State Hwy 21 W
 Bryan, TX 77803

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 BID & For: CONSTRUCTION
 Date: 01/15/2018

REVISIONS		
NO.	DESCRIPTION	DATE
1	REVISED SUPPLEMENT	02/15/24
2	REVISED SUPPLEMENT	04/16/24

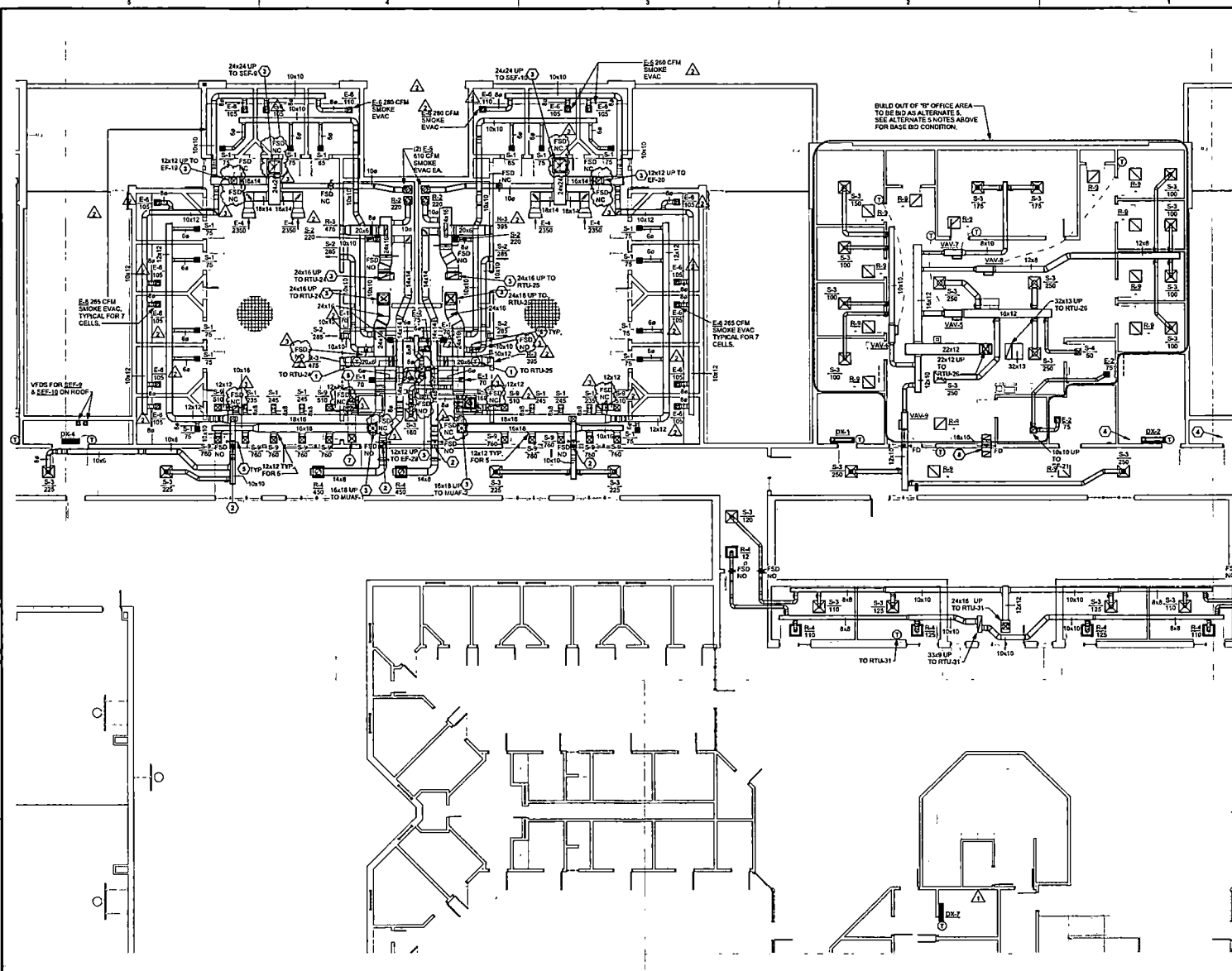
M101
 MECHANICAL PLAN - HOUSING A

TreanorHL No. 250668.0001.00



CEI CAMPOS ENGINEERING, Inc.
 Consulting Engineers
 1331 River Bend Drive
 Dallas, Texas 75247
 (214) 696-6281
 campos@camposengineering.com
 Registration No. F-001731
 CEI Project Number 17-1232.00

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MECHANICAL PLAN - ADMIN & HOUSING
1/8" = 1'-0"

SHEET NOTES:

1. REFER TO THE SYMBOL LEGEND AND GENERAL NOTES.
2. REFER TO THE SPECIFICATIONS.
3. AS APPLICABLE, FIELD VERIFY AND COORDINATE WITH ALL CONDITIONS PRIOR TO ANY WORK BEING PERFORMED.
4. COORDINATE WITH ALL OTHER TRADES PERFORMING WORK.
5. ALL BRANCH DUCTWORK TO AIR DEVICES SHALL BE SAME SIZE AS AIR DEVICE NECK SIZE UNLESS NOTED OTHERWISE.
6. ALL DUCTWORK TO THE INLET OF FAN ROOFS SHALL BE SAME SIZE AS THE EXHAUST UNLESS OTHERWISE NOTED.

KEY NOTES:

1. PROVIDE RETURN AIR DUCT MOUNTED SPACE SENSORS/STAT FOR RTU CONTROL IN HOUSING UNITS. PROVIDE DUCT SECURITY BARS IN DUCTWORK PASSING THROUGH HOUSING UNIT WALLS.
2. PROVIDE DUCT SECURITY BARS IN DUCTWORK PENETRATING HOUSING UNIT ROOFS.
3. PROVIDE REFRIGERANT PIPING UP TO DX HEAT PUMP UNIT ON ROOF. SIZE, TRAP AND ROUTE PIPING PER MANUFACTURER'S RECOMMENDATIONS AND INSTALLATION INSTRUCTIONS. REFER TO M113 FOR FAN SMOKE AND MOTORIZED DAMPER DESIGNATIONS AND SERVICE.
4. PROVIDE NEW 10" DIA. DRYER EXHAUST THROUGH ROOF. REFER TO M107 FOR CONTINUATION, INSTALL AND ROUTE PER MANUFACTURER'S INSTALLATION INSTRUCTIONS.
5. PROVIDE NEW 10" DIA. MAKEUP AIR DUCT FOR DRYER. STUB INTO DRYER COMPARTMENT, ROUTE THROUGH ROOF. DO NOT PROVIDE TURNING VANES FOR ELBOWS. REFER TO M107 FOR CONTINUATION.
6. PROVIDE NEW RETURN AIR TRANSFER BOOT. REFER TO DETAIL 7 ON DRAWING M70.

ALTERNATE 5 NOTES:

1. ALTERNATE 5 FOR THE "F" OFFICE AREA IS SHOWN IN THE PLAN BELOW. FOR BASE BID PURPOSES, THE INTERIOR WALLS, CEILING, AND FINISHES WILL NOT BE BUILT OUT EXPECT FOR ROOMS DATA 105, 106, 108, AND 115. REFER TO ARCHITECTURAL PLANS AND SPECIFICATIONS FOR ADDITIONAL INFORMATION.
2. FOR MECHANICAL BASE BID, PROVIDE THE RTU-26, MEDIUM PRESSURE SUPPLY DUCTING, RETURN AND TRANSFER AIR DUCTING, VAV BOXES, CONTROLS, AND ALL SUPPLY DUCTING AND AIR DEVICES FOR THE CORRIDORS. DO NOT PROVIDE DUCTING DOWN STREAM FROM VAV BOXES EXCEPT FOR CORRIDOR. PROVIDE 8" DIA. EXHAUST DUCT AND AIR DEVICE FOR MECH ROOM 106, AND 8" DIA. EXHAUST DUCT STUB INTO OPEN SPACE THAT WILL BE EXTENDED TO SPAFF RESTROOM ELEV. MOUNT SPACE THERMOSTATS FOR VAV'S S, R, AND A TEMPORARILY TO THE SIDE OF THE VAV BOX. MOUNT SPACE THERMOSTAT FOR VAV IN CORRIDORS AS INDICATED, PROVIDE DUCTLESS SPLIT DX SYSTEMS FOR DATA AND ELECTRICAL ROOMS AS INDICATED.

REFER TO M101 FOR CONTINUATION



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Tel: 817.221.9297
www.treanorhl.com

**Brazos County
Juvenile Justice Center Expansion**
1904 State Hwy 21 W
Bryan, TX 77803

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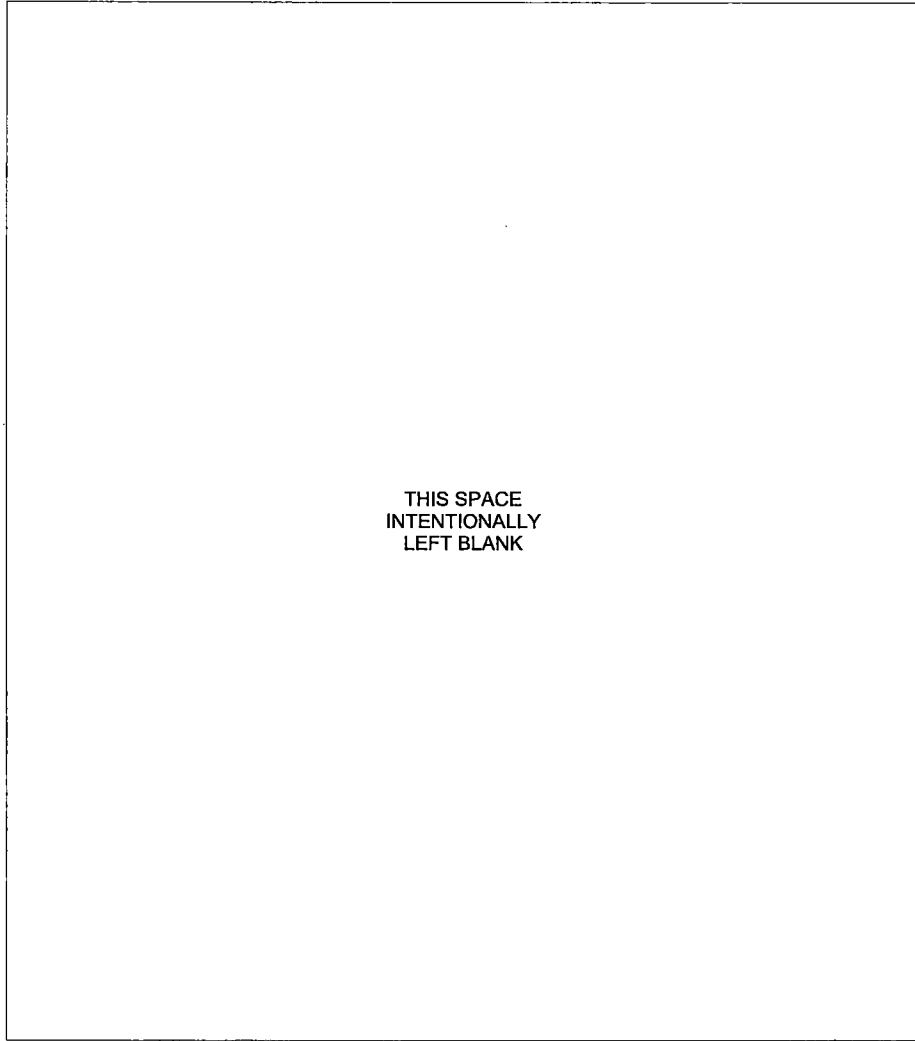
REVISIONS		
NO.	DESCRIPTION	DATE
1	PER RFP	02/20/24
2	RFP-107	02/25/24
3	PER RFP SUPPLEMENT	04/15/24

M102

MECHANICAL PLAN - ADMIN & HOUSING C

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(214) 656-6291
campos@camposengineering.com
Registration No. F-001731
CEI Project Number 17-1232.00

TreanorHL No. 25668.0001.00



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NOTE:
ALL AIRFLOW VALUES INDICATED IN SMOKE EVACUATION SEQUENCE OF OPERATION ARE TO BE FIELD VERIFIED AND ADJUSTED TO MEET THE PERFORMANCE CRITERIA OF THE TEXAS ADMINISTRATION CODE.

SMOKE EXHAUST SYSTEMS DESIGN, OPERATIONS AND TESTING REQUIREMENTS

Design Requirements

- Smoke Exhaust System is designed in accordance with TX Admin Code Title 37 Part 9 Chapter 263 Subchapter E RULE §263.51.
- The space being treated has the following systems engaged within the space:
 - Automatic Sprinkler System
 - Active smoke detection
 - Smoke Removal and Make Up Air Systems
 - Supply, Return and Exhaust systems.
- Mechanical smoke control systems and smoke removal systems shall be provided for all inmate housing areas, including cells, day rooms, dormitories, and special purpose cells.
- Control of Smoke Migration
 - The Smoke Control System shall contain smoke in the area of origin.
 - Shall restrict smoke from entering the means of egress.
 - Smoke shall not migrate from the affected area to other areas of the building.
- The Capacity of the Smoke Removal System shall not be less than 15 Air Changes per Hour.
- Prior to any other testing of new smoke management systems, an air balance report prepared in accordance with nationally recognized practices shall be submitted to the county. Such report shall bear certification that the smoke control and removal systems meet the engineer of record's design requirements with respect to pressure differentials achieved and air flow rates necessary to meet the intended smoke management operation.
 - A copy of the air balance report shall be maintained at the facility and made available to the commission's inspector during all tests and inspections.

Operations

- The Smoke Removal System operates within three identified areas:
 - Dormitory Cell areas, this is defined as either the individual dormitory cell or any collection of Cells.
 - Day Room area, the large high ceiling space outside of the Dormitory Cells but within the controlled space.
 - Multi-Purpose Room, this is an isolated area located within the controlled space but is not a shower, cell, dayroom space.
- Upon activation of any smoke detection device within the spaces the system shall follow the "cause and effect" table (MOTORIZED DAMPER – FIRE/SMOKE DAMPER SCHEDULE) on M113 and Sequence of Operations on M703 and M704 as it applies to the affected space.

Testing

- Items below are identified from the reference code under "Design Requirements."
- The smoke management system shall be tested in both normal and emergency power modes.
- Smoke Detection. Artificial smoke shall be introduced into the space to be tested. The rate of introduction of smoke shall be two times the volume of the space to be tested. The commission may establish a minimum amount of smoke to be introduced into a space. The smoke detection system shall alarm and initiate the smoke control and removal system(s) within 60 seconds of the beginning of smoke introduction.
- Smoke Migration. The smoke management system shall be deemed to be controlling smoke migration if smoke from the detection test does not migrate from the affected area for a period of ten minutes from the time of detection and activation of the smoke control system. The inspector may conduct the smoke migration test with the compartment exit door open or closed.
- Smoke Removal. Utilizing the procedure for testing smoke detection, smoke removal shall be completed in the space to be tested within fifteen minutes from the time of system activation.
- Maintenance and Retesting. The smoke management systems shall be regularly maintained to assure consistent performance. The smoke management systems shall be operationally tested quarterly and may be tested by the commission's inspector on an annual basis utilizing the smoke testing procedures.



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Engineer or Architect of the project has provided an independent professional opinion of the engineering or architectural requirements for the project and is not responsible for the design or construction of the project.
Date: _____
For: _____
CONSTRUCTION
01/15/2018

REVISIONS		
NO.	DESCRIPTION	DATE
1	RFI #1 SUPPLEMENT	02/15/24
2	RFI #2 SUPPLEMENT	04/15/24

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campos@camposengineering.com
Registration No. F-001731
CEI Project Number: 17-1232-00

M113A

SMOKE CONTROL REQUIREMENTS

TreanorHL NO. J20558.0001.00



TREANORHL

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Austin, TX 78704
Phone: 512.221.0872
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Brazos County Juvenile Justice Center Expansion

1904 State Hwy. 21 W
Bryan, TX 77805

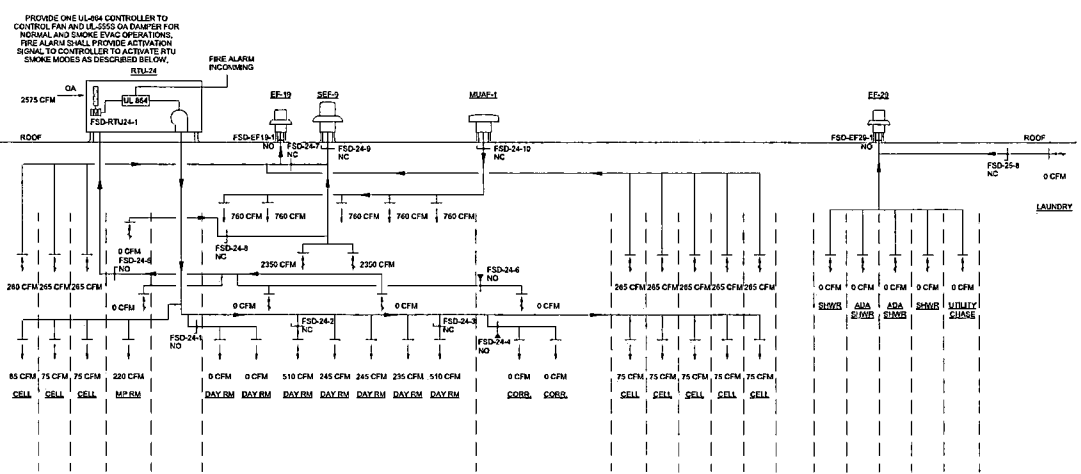
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Project No. M113C
Revision No. 04/16/24
Date: 04/16/24

REVISIONS		
NO.	DESCRIPTION	DATE
1	REVISE SUPPLEMENT	04/16/24

M113C
SMOKE CONTROL DIAGRAM RTU-24 CELL

TreanorHL No. J35568.0001.00



1 AIRFLOW DIAGRAM RTU-24 - CELL
SCALE: NONE

SMOKE EVACUATION CALCULATIONS RTU-24 CELL EVENT																			
RTU	Room No. (#)	Room Name	Room Area (sqft)	Room Height (ft)	Room Vol. (cuft)	General Exh. For Normal Operation			Smoke Exhaust					Make-up Air (cfm)					
						Fan No. (#)	Required (cfm)	Design (cfm)	Smoke Exhaust (cfm)			MAU (cfm)							
									Fan No. (#)	Required (ACH)	Design (cfm)	Min	Design	Max	ACH	Source	Min	Design	Max
RTU-24	C116	DAY ROOM	698	19	13,495				SEF-9	15	3,374	4,279	4,700	5,170	16.48	RTU-24	485	510	510
	C117	SHWR	402	9	3,618	EF-29	0	0								RTU-24	233	245	245
	C118	SHWR				EF-29	0	0								RTU-24	233	245	245
	C120	M-P	247	9	2,223				SEF-9	0	0	0	0	0	0.00	RTU-24	223	235	235
		ADA														RTU-24	223	235	235
	C121	BEDRM	97	10	970	EF-19	0	0	SEF-9	15	243	252	280	308	17.32	RTU-24	77	85	94
	C122	BEDRM	86	10	860	EF-19	0	0	SEF-9	15	215	239	265	292	18.49	RTU-24	68	75	83
	C123	BEDRM	87	10	870	EF-19	0	0	SEF-9	15	218	239	265	292	18.28	RTU-24	68	75	83
	C125	BEDRM	84	10	840	EF-19	0	0	SEF-9	15	210	239	265	292	18.93	RTU-24	68	75	83
	C126	BEDRM	87	10	870	EF-19	0	0	SEF-9	15	218	239	265	292	18.28	RTU-24	68	75	83
	C127	BEDRM	87	10	870	EF-19	0	0	SEF-9	15	218	239	265	292	18.28	RTU-24	68	75	83
	C128	BEDRM	87	10	870	EF-19	0	0	SEF-9	15	218	239	265	292	18.28	RTU-24	68	75	83
C129	BEDRM	87	10	870	EF-19	0	0	SEF-9	15	218	239	265	292	18.28	RTU-24	68	75	83	
						Total	0	0	Total		6,037	6,204	6,835	7,522		Total	6,021	6,375	6,462

RTU-24 OPERATIONAL DESCRIPTIONS

SMOKE EVACUATION OPERATION:
 VFD CONTROLLING THE SUPPLY FAN AND THE OUTSIDE AIR DAMPER ACTUATOR WILL RECEIVE INPUTS FROM THE UL-84 LISTED CONTROLLER THAT WILL RECEIVE INPUTS ONLY FROM THE FACP.

SMOKE DETECTED IN ANY CELL:
 RTU-24: RUNS CONTINUOUSLY PROVIDING 2975 CFM SUPPLY AIR. FSD-24-6 ON RETURN DUCT (NO) CLOSES. FSD-RTU-24-1 OPENS TO PROVIDE 100% OUTDOOR AIR (2075 CFM). FSD-24-4 ON SUPPLY DUCT TO CORRIDOR AND FSD-24-1 ON SUPPLY DUCT TO SIDEWALL GRILLES IN DAY ROOM (NO) BOTH CLOSE. FSD-24-2 AND FSD-24-3 SERVING DAY ROOM ENTRY CEILING (NO) BOTH OPEN TO SUPPLY AIR DIVERTED FROM CORRIDOR AND DAY ROOM SIDEWALL GRILLES. FSD-24-8 ON RETURN DUCT TO CORRIDOR (NO) CLOSES. FSD-24-7 ON CELL EXHAUST/SMOKE EVACUATION DUCT (NO) OPENS TO ROUTE SMOKE EVACUATION EXHAUST FROM CELLS TO SMOKE EXHAUST FAN SEF-9. FSD-24-8 ON ROOM SMOKE EVACUATION DUCT (NO) REMAINS CLOSED TO MAINTAIN POSITIVE PRESSURE IN THE ROOM.

EF-19: DE-ENERGIZED AND TURNS OFF. FSD-DEF19-1 CLOSES

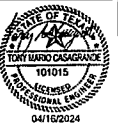
EF-29: DE-ENERGIZED AND TURNS OFF. FSD-DEF29-1 CLOSES

SEF-9: ENERGIZES AND RUNS CONTINUOUSLY UNTIL MANUALLY TURNED OFF. PROVIDES 6835 CFM EXHAUST FROM CELLS AND DAY ROOM. VFD RECEIVES AN ADDRESSED SIGNAL INDICATING THE TARGET FAN SPEED TO ACHIEVE THE REQUIRED EXHAUST AIR FLOW. ALL SIGNALS TO THE VFD SHALL BE THROUGH FACP. FSD-24-8 OPENS.

MAUP-1: ENERGIZES AND RUNS CONTINUOUSLY UNTIL MANUALLY TURNED OFF. PROVIDES 3800 CFM OF MAKE-UP AIR TO THE DAY ROOM ENTRY CEILING. FSD-24-10 OPENS.

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CEI CAMPOS ENGINEERING, Inc.
Consulting Engineers
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campos@camposengineering.com
Registration No. F-001723
CEI Project Number D17-1232.00



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Tel: 512.227.1800
www.treanorhl.com

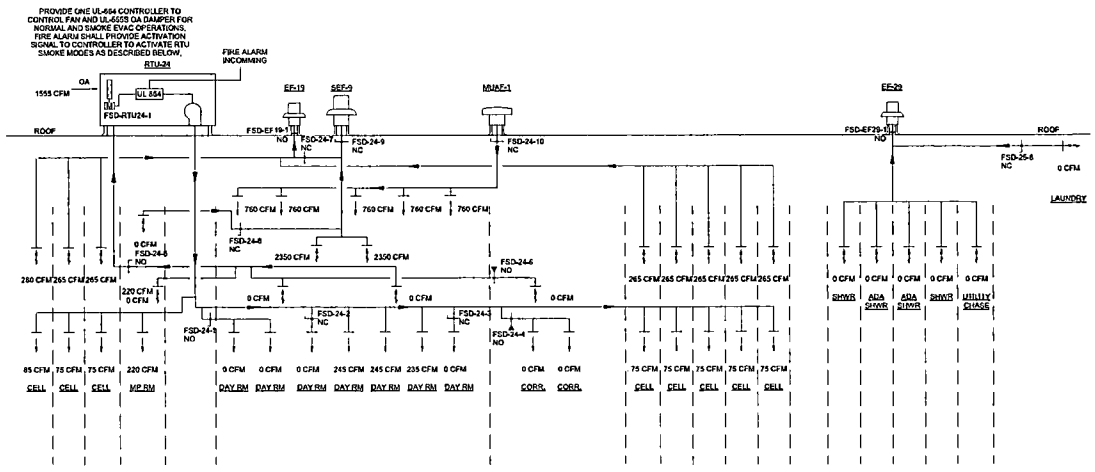
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REVISIONS		
NO.	DESCRIPTION	DATE
1	RFA/RY SUPPLEMENT	04/16/24

M113D
SMOKE CONTROL
DIAGRAM RTU-24 DAY
ROOM

TreanorHL, INC. J555668.0001.00



1 AIRFLOW DIAGRAM RTU-24 - DAY ROOM
SCALE: NONE

SMOKE EVACUATION CALCULATIONS RTU-24 DAY ROOM EVENT																			
RTU	Room No. (R)	Room Name	Room Area (sqft)	Room Hght (ft)	Room Vol. (cuft)	General Exh. For Normal Operation			Smoke Exhaust					Make-up Air (cfm)					
						Fan No. (R)	Required (cfm)	Design (cfm)	Fan No. (R)	Required (min) (ACH)	Smoke Exhaust (cfm)			Source	MAU (cfm)				
											Min	Design	Max		ACH	Min	Max		
RTU-24	C116	DAY ROOM	658	19	13,495				SEF-9	15	3,374	4,700	4,700	5,170	16.48	MAU-1	3,420	3,800	3,800
	C117	SHWR ADA				EF-29	0	0								RTU-24	0	0	0
	C118	SHWR M-P	247	9	2,223	EF-29	0	0								RTU-24	221	245	245
	C120	ADA							SEF-9	0	0	0	0	0	0.00	RTU-24	212	235	235
	C121	BEDRM	97	10	970	EF-19	0	0	SEF-9	0	0	0	0	0	0.00	RTU-24	0	0	0
	C122	BEDRM	86	10	860	EF-19	0	0	SEF-9	0	0	0	0	0	0.00	RTU-24	77	85	84
	C123	BEDRM	87	10	870	EF-19	0	0	SEF-9	0	0	0	0	0	0.00	RTU-24	68	75	83
	C125	BEDRM	84	10	840	EF-19	0	0	SEF-9	0	0	0	0	0	0.00	RTU-24	68	75	83
	C126	BEDRM	87	10	870	EF-19	0	0	SEF-9	0	0	0	0	0	0.00	RTU-24	68	75	83
	C127	BEDRM	87	10	870	EF-19	0	0	SEF-9	0	0	0	0	0	0.00	RTU-24	68	75	83
	C128	BEDRM	87	10	870	EF-19	0	0	SEF-9	0	0	0	0	0	0.00	RTU-24	68	75	83
	C129	BEDRM	87	10	870	EF-19	0	0	SEF-9	0	0	0	0	0	0.00	RTU-24	68	75	83
						Total	0	0	Total	4,279	4,700	4,700	5,170		Total	4,825	5,355	5,442	

RTU-24 OPERATIONAL DESCRIPTIONS

SMOKE EVACUATION OPERATION: VFD CONTROLLING THE SUPPLY FAN AND THE OUTSIDE AIR DAMPER ACTUATOR WILL RECEIVE INPUTS FROM THE UL 864 LISTED CONTROLLER THAT WILL RECEIVE INPUTS ONLY FROM THE FACP.

SMOKE EXHAUST IN DAY ROOM:
RTU-24: FAN CONTINUOUSLY PROVIDING 1555 CFM SUPPLY AIR. FSD-24-5 ON RETURN DUCT (NO) CLOSES. FSD-RTU24-1 OPENS TO PROVIDE 100% OUTDOOR AIR (1555 CFM). FSD-24-4 ON SUPPLY DUCT TO CORRIDOR AND FSD-24-1 ON SUPPLY DUCT TO SIDEWALL GRILLES IN DAY ROOM (NO) BOTH CLOSE. FSD-24-2 AND FSD-24-3 SERVING DAY ROOM ENTRY CEILING (NO) BOTH REMAIN CLOSED. FSD-24-6 ON RETURN DUCT TO CORRIDOR (NO) CLOSES. FSD-24-7 ON CELL EXHAUST/SMOKE EVACUATION DUCT (NO) REMAINS CLOSED TO MAINTAIN POSITIVE PRESSURE IN THE CELLS. FSD-24-8 ON MP ROOM (SMOKE EVACUATION DUCT (NO) REMAINS CLOSED TO MAINTAIN POSITIVE PRESSURE IN THE MP ROOM.

EF-19: DE-ENERGIZED AND TURNS OFF. FSD-EF19-1 CLOSES.
EF-29: DE-ENERGIZED AND TURNS OFF. FSD-EF29-1 CLOSES.
SEF-9: ENERGIZE 3 AND RUNS CONTINUOUSLY UNTIL MANUALLY TURNED OFF. PROVIDES 4700 CFM EXHAUST FROM DAY ROOM. VFD RECEIVES AN ADDRESSED SIGNAL INDICATING THE TARGET FAN SPEED TO ACHIEVE THE REQUIRED EXHAUST AIR FLOW. ALL SIGNALS TO THE VFD SHALL BE THROUGH FACP. FSD-24-3 OPENS.

MAUF-1: ENERGIZE 3 AND RUNS CONTINUOUSLY UNTIL MANUALLY TURNED OFF. PROVIDES 3900 CFM OF MAKE-UP AIR TO THE DAY ROOM ENTRY CEILING. FSD-24-10 OPENS.

CEI CAMPOS
ENGINEERING, Inc.
Consulting Engineers
1331 River Bend Drive
Dallas, Texas 75247
(214) 506-6291
campos@camposengineering.com
Registration No. F-001731
CEI Project Number: D17-1232.00



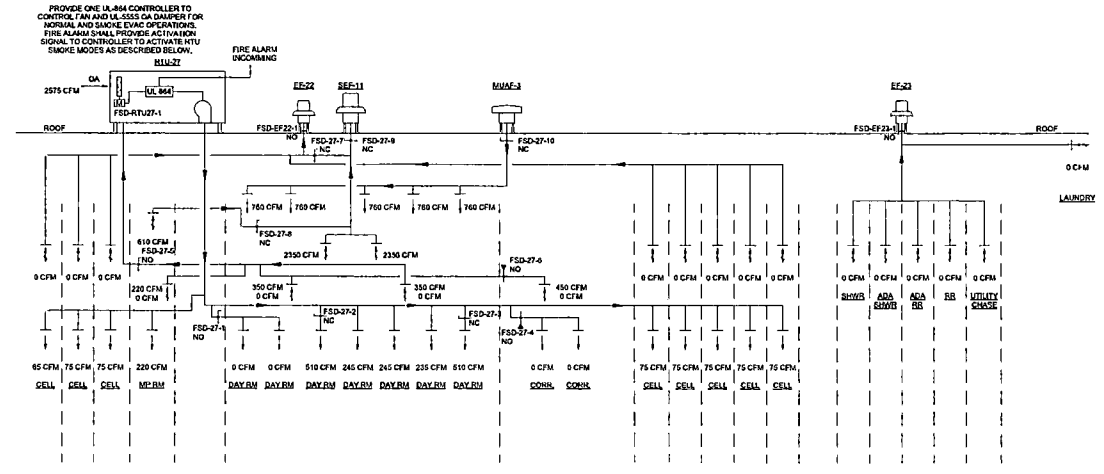
TREANORHL
1331 River Bend Drive
Dallas, Texas 75247
Phone: 214-606-4291
www.TreanorHL.com

**Brazos County
Juvenile Justice Center Expansion**
1904 State Hwy. 21 W
Bryan, TX 77803

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REVISIONS		
NO.	DESCRIPTION	DATE
1	REVISED SUPPLEMENT	04/16/24

M113K
SMOKE CONTROL
DIAGRAM RTU-27
MULTIPURPOSE
TreanorHL, NO. J25568.0001.00



1 AIRFLOW DIAGRAM RTU-27 - MULTIPURPOSE
SCALE: NONE

SMOKE EVACUATION CALCULATIONS RTU-27 M-P ROOM EVENT																				
RTU	Room No. (R)	Room Name	Room Area (sqft)	Room Height (ft)	Room Vol. (cuft)	General Exh. For Normal Operation				Smoke Exhaust				Make-up Air (cfm)						
						Fan No. (F)	Required (cfm)	Design (cfm)	Design (ACH)	Fan No. (F)	Required (cfm)	Smoke Exhaust (cfm)			Source	Min	Design	Max		
												Min	Design	Max					ACH	
RTU-27	A116	DAY ROOM	698	19	13,495					SEF-11	15	3,374	4,277	4,700	5,170	16.49	RTU-27	485	510	510
	A117	SHWR	33	8	264	EF-23	0	0									RTU-27	233	245	245
	A118	SHWR	37	8	296	EF-23	0	0									RTU-27	233	245	245
	A120	M-P	248	9	2,232					SEF-11	15	558	558	610	671	16.40	RTU-27	485	510	510
	A121	BEDRM	86	10	860	EF-22	0	0	0	SEF-11	0	0	0	0	0	0.00	RTU-27	77	85	94
	A122	BEDRM	87	10	870	EF-22	0	0	0	SEF-11	0	0	0	0	0	0.00	RTU-27	68	75	83
	A123	BEDRM	87	10	870	EF-22	0	0	0	SEF-11	0	0	0	0	0	0.00	RTU-27	68	75	83
	A125	BEDRM	84	10	840	EF-22	0	0	0	SEF-11	0	0	0	0	0	0.00	RTU-27	68	75	83
	A126	BEDRM	87	10	870	EF-22	0	0	0	SEF-11	0	0	0	0	0	0.00	RTU-27	68	75	83
	A127	BEDRM	87	10	870	EF-22	0	0	0	SEF-11	0	0	0	0	0	0.00	RTU-27	68	75	83
	A128	BEDRM	87	10	870	EF-22	0	0	0	SEF-11	0	0	0	0	0	0.00	RTU-27	68	75	83
	A129	BEDRM	87	10	870	EF-22	0	0	0	SEF-11	0	0	0	0	0	0.00	RTU-27	68	75	83
Total						0	0	0	0	Total	4,835	4,835	5,310	5,841			6,021	6,375	6,462	

RTU-27 OPERATIONAL DESCRIPTIONS

SMOKE EVACUATION OPERATION:
VFD CONTROLLING THE SUPPLY FAN AND THE OUTSIDE AIR DAMPER ACTUATION WILL RECEIVE INPUTS FROM THE UL 864 LISTED CONTROLLER THAT WILL RECEIVE INPUTS ONLY FROM THE FACP.

SMOKE DETECTED IN M-P ROOM:
RTU-27 RUNS CONTINUOUSLY PROVIDING 2575 CFM SUPPLY AIR. FSD-27-5 ON RETURN DUCT (NO) CLOSES. FSD-RTU27-1 OPENS TO PROVIDE 100% OUTDOOR AIR (2575 CFM). FSD-27-4 ON ENTRY DUCT TO CORRIDOR AND FSD-27-1 ON SUPPLY DUCT TO EDEWALL CHILES IN DAY ROOM (NO) BOTH CLOSE. FSD-27-2 AND FSD-27-3 SERVING DAY ROOM ENTRY CEILING (NO) BOTH OPEN TO SUPPLY AIR EXTRACTED FROM CORRIDOR AND DAY ROOM SIDEWALL GRILL. FSD-27-6 ON RETURN DUCT TO CORRIDOR (NO) CLOSES. FSD-27-7 ON CELL EXHAUST/SMOKE EVACUATION DUCT (NO) REMAINS CLOSED TO MAINTAIN POSITIVE PRESSURE IN THE CELLS. FSD-27-4 ON M-P ROOM SMOKE EVACUATION DUCT (NO) OPENS TO ROUTE SMOKE EVACUATION EXHAUST FROM M-P ROOM TO SMOKE EXHAUST FAN SEF-11.

EF-22: DE-ENERGIZED AND TURNS OFF. FSD-EF22-1 CLOSES

EF-23: DE-ENERGIZED AND TURNS OFF. FSD-EF23-1 CLOSES

SEF-11: ENERGIZES AND RUNS CONTINUOUSLY UNTIL MANUALLY TURNED OFF. PROVIDES 5310 CFM EXHAUST FROM M-P ROOM AND DAY ROOM VFD RECEIVES AN ADDRESSED SIGNAL INDICATING THE TARGET FAN SPEED TO ACHIEVE THE HELD/QUAD EXHAUST AIR FLOW. ALL SIGNALS TO THE VFD SHALL BE THROUGH FACP. FSD-27-2 OPENS.

MUA-3: ENERGIZES AND RUNS CONTINUOUSLY UNTIL MANUALLY TURNED OFF. PROVIDES 3800 CFM OF MAKE-UP AIR TO THE DAY ROOM ENTRY CEILING. FSD-27-1 OPENS.

CEI CAMPOS ENGINEERING, Inc.
Consulting Engineers
1331 River Bend Drive
Dallas, Texas 75247
(214) 606-4291
campos@camposengineering.com
Registration No. F-001731
CEI Project Number: 17-1232.00

C:\Users\jcampos\Documents\BRT1 - DTT-1232 - Brazos County - MEP Upgrade - mamp\CD\326.rvt 4/16/2024 4:00:55 PM

AIA[®] Document G701[™] - 2017

Change Order

PROJECT: (Name and address) Brazos County Juvenile Justice Center Expansion 1904 State Hwy 21 W Bryan, TX 77803	CONTRACT INFORMATION: Contract For: General Construction Date: March 13, 2018	CHANGE ORDER INFORMATION: Change Order Number: 4 Date:
OWNER: (Name and address) Brazos County, TX 200 South Texas Ave, Suite 352 Bryan, Texas 77803	ARCHITECT: (Name and address) TreanorHL 1700 Pacific Ave, Suite 2630 Dallas, TX 75201	CONTRACTOR: (Name and address) Collier Construction 1601 Highway 290 West Brenham, TX 77833

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

1. Contractor agrees to perform the work listed in the attached Exhibit A (Change Order Work) for the lump sum price of \$179,657.44.
2. Contractor shall submit Applications for Payment for Change Order Work as required by the Contract Documents but will submit such Applications for Payment separate from other scopes of work for the Project. The Architect will, within five (5) days after the earlier of (i) receipt of the Contractor's Application for payment, or (ii) the Architect's site visit if any, will either issue to the Owner a Certificate of Payment for such amount as the Architect determines is properly due or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part. After the Architect has issued a Certificate for Payment, Owner shall make payment within 15 days. Owner shall not withhold payment due to any reason not directly related to the Change Order Work.
3. Nothing in this Change Order constitutes an acceptance of responsibility by either Party for causing or contributing to the need for the Change Order Work or payment therefor. For the avoidance of doubt, both parties disclaim liability for the costs to perform the Change Order Work. Both parties agree to this Change Order while reserving all rights under the Contract Documents.


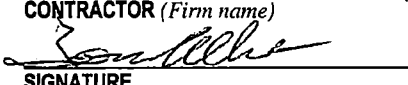

The original Contract Sum was	\$ 17,399,000.00
The net change by previously authorized Change Orders	\$ 34,245.78
The Contract Sum prior to this Change Order was	\$ 17,433,245.78
The Contract Sum will be increased by this Change Order in the amount of	\$ 179,657.44
The new Contract Sum including this Change Order will be	\$ 17,612,903.22

The Contract Time will be increased by Zero (0) days.
 The new date of Substantial Completion will be June 30, 2021

[SIGNATURE PAGE FOLLOWS]

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>TRAYNER Inc</u> ARCHITECT (Firm name)	<u>COLLIER CONSTRUCTION LLC BRAZOS COUNTY</u> CONTRACTOR (Firm name)	<u>BRAZOS COUNTY</u> OWNER (Firm name)
 SIGNATURE	 SIGNATURE	 SIGNATURE
<u>ANDREW P. PETERS, PRINCIPAL</u> PRINTED NAME AND TITLE	<u>TOM ALBUS, Vice President</u> PRINTED NAME AND TITLE	<u>DUANE PETERS, COUNTY JUDGE</u> PRINTED NAME AND TITLE
<u>11/15/24</u> DATE	<u>11/13/2024</u> DATE	<u>11/19/2024</u> DATE

COST BREAKDOWN

Project # 1805

Project Title: Brazos County Juvenile Detention Center

Date: 10/31/2024

Description of Work:

Fire Alarm Contractor Backup for RFI 197 response

DESCRIPTION	QUAN. REQ'D.	UNIT	LABOR UNIT COST	LABOR	M&E UNIT COST	M&E COST	SUB UNIT COST	SUB COST
Pod E				0.00		0.00		0.00
Material	1	LS					8378.00	8,378.00
Labor	1	LS					5322.00	5,322.00
Provide Drawings approved by AHJ				0.00		0.00		0.00
Provide rough wiring, cabling, mounting accessories				0.00		0.00		0.00
2 -GWFCI 2 input 2 output modules for new dampers				0.00		0.00		0.00
2 - Relays for Damper				0.00		0.00		0.00
CI Cabling				0.00		0.00		0.00
Programming				0.00		0.00		0.00
Retrofit of 4 existing damper to UL rated dampers				0.00		0.00		0.00
Vesda integrations				0.00		0.00		0.00
Smoke Control Cabinet Modifications/Additions				0.00		0.00		0.00
Smoke Control Cabinet Programming				0.00		0.00		0.00
				0.00		0.00		0.00
Pod F				0.00		0.00		
Material	1	LS					7314.00	7,314.00
Labor	1	LS					4786.00	4,786.00
1-GWFCI 2 input 2 output modules for new dampers				0.00		0.00		0.00
1-Relays for Damper				0.00		0.00		0.00
CI Cabling				0.00		0.00		0.00
Programming				0.00		0.00		0.00
Retrofit of 4 existing damper to UL rated dampers				0.00		0.00		0.00
Vesda integrations				0.00		0.00		0.00
Smoke Control Cabinet Modifications/Additions				0.00		0.00		0.00
Smoke Control Cabinet Programming				0.00		0.00		0.00
				0.00		0.00		0.00
Pod G				0.00		0.00		
Material	1	LS					8378.00	8,378.00
Labor	1	LS					5322.00	5,322.00
Provide Drawings approved by AHJ				0.00		0.00		0.00
Provide rough wiring, cabling, mounting accessories								
2-GWFCI 2 input 2 output modules for new dampers				0.00		0.00		0.00
2-Relays for Damper				0.00		0.00		0.00
CI Cabling				0.00		0.00		0.00
Programming				0.00		0.00		0.00
Retrofit of 4 existing damper to UL rated dampers				0.00		0.00		0.00
Vesda integrations				0.00		0.00		0.00
Smoke Control Cabinet Modifications/Additions				0.00		0.00		0.00
Smoke Control Cabinet Programming				0.00		0.00		0.00
Pod H								
Material	1	LS					7300.00	7,300.00
Labor	1	LS					4500.00	4,500.00
Provide Drawings approved by AHJ				0.00		0.00		0.00
Provide rough wiring, cabling, mounting accessories				0.00		0.00		0.00
1-GWFCI 2 input 2 output modules for new dampers				0.00		0.00		0.00

1-Relays for Damper				0.00		0.00		0.00
CI Cabling				0.00		0.00		0.00
Programming				0.00		0.00		0.00
Retrofit of 4 existing damper to UL rated dampers				0.00		0.00		0.00
Vesda integrations				0.00		0.00		0.00
Smoke Control Cabinet Modifications/Additions				0.00		0.00		0.00
Smoke Control Cabinet Programming				0.00		0.00		0.00
Exclusions								
20 amp circuit at FACP, network cabling				0.00		0.00		0.00
Conduit, Raceway				0.00		0.00		0.00
Electrical Connections				0.00		0.00		0.00
Hot work for 120 Dampers				0.00		0.00		0.00
Repairs to existing Vesda				0.00		0.00		0.00
Additional Vesda Systems								
SUBTOTALS >>>				0.00		0.00		51,300.00

Total of Labor, Material, Equipment, Other and Subcontractor **\$51,300.00**

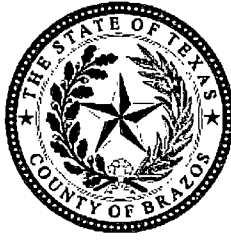


**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Purchasing NUMBER:
DATE OF COURT MEETING: 11/19/2024
ITEM: Approval of updated insurance requirements for Contract #23-100 Event Management Software for the Brazos County Expo with Ungerboeck Systems International, LLC.
TO: Commissioners Court
FROM: Presley Nelson
DATE: 11/14/2024
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
Brazos_Order_From_11.1.24.pdf	Order Form	Backup Material
Executed_Brazos_County_Expo_Complex_2.1.2023-10.31.2027.pdf	Original Contract	Backup Material



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Purchasing NUMBER:
DATE OF COURT MEETING: 11/19/2024
ITEM: Approval of updated insurance requirements for Contract #23-100 Event Management Software for the Brazos County Expo with Ungerboeck Systems International, LLC.
TO: Commissioners Court
FROM: Presley Nelson
DATE: 11/14/2024
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
<u>Brazos Order From 11.1.24.pdf</u>	Order Form	Backup Material
<u>Executed Brazos County Expo Complex 2.1.2023-10.31.2027.pdf</u>	Original Contract	Backup Material

APPROVED

 11/19/24

Duane Peters
County Judge

Date



Contract Agreement for the Exhibition 2024
 Proposed by: Andrea Diaz

Order Form Expires on: 30 September 2024
 Proposed by: Andrea Diaz

ORDER FORM Q-33372

Customer Legal Name: Brazos County Exposition Complex **Bill To Name:** Brazos County Exposition Complex
Ship To Address: 206 N Washington **Billing Address:** 206 N Washington
 Bryan Bryan Texas
 Texas 77803 77803
 United States United States

Customer Contact: Elizabeth Hailey **Customer Billing Contact:** Elizabeth Hailey
Title: Sales and Marketing Manager **Billing Contact Title:** Sales and Marketing Manager
Phone: 979-821-1416 **Accounts Payable Phone:** 979-821-1416
Email: ehailey@brazoscountyexpo.com **Accounts Payable Email:** info@brazoscountyexpo.com
Invoice Submission Portal URL: N/A **Invoice Submission Email:** ehailey@brazoscountyexpo.com

Contract Start Date: 01 October 2024 **Payment Terms:** Net 30
Contract End Date: 31 October 2027 **Currency:** USD
Billing Schedule: Annual in Advance **PO:** No
Amendment Of Order Form: Q-23705
Amendment Date: 01 October 2024

Recurring Software

Product Name	Quantity	Start Date	End Date
Inventory & Asset Management Software	1	01 October 2024	31 October 2027
Total Recurring Software Amount			\$16,179.17

One-Time Services

Time and Materials Services**			
Product Name	Estimated Hours	Hourly Rate	Total
Custom Scope (T&M) One-Time Services - Inventory and Asset Management	40 hours	\$210.00	\$8,400.00
Total One Time Fee Services:			\$8,400.00

Schedule

Period	Start Date	End Date	Recurring Software	Recurring Services	One Time Fixed Fee	One Time T&M	Total
1	01 October 2024	31 October 2024	\$416.67	\$0.00	\$0.00	\$8,400.00	\$8,816.67
2	01 November 2024	31 October 2025	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00
3	01 November 2025	31 October 2026	\$5,250.00	\$0.00	\$0.00	\$0.00	\$5,250.00
4	01 November 2026	31 October 2027	\$5,512.50	\$0.00	\$0.00	\$0.00	\$5,512.50
Total			\$16,179.17	\$0.00	\$0.00	\$8,400.00	\$24,579.17



Order Form Expires on: 30 September 2024
Proposed by: Andrea Diaz

Order Form Expires on: 30 September 2024
Proposed by: Andrea Diaz

Time and Materials Services**

The Fee listed represents an estimated budget for the Time and Material Services for the above corresponding specified configuration. The fee is an estimate, based on limited scoping and additional service hours may be required. Customer shall be invoiced monthly, in arrears for hours incurred. In the event additional hours are required to complete the Time and Materials Services as defined above, the parties will sign an additional Order Form or Change Order.

Unless Customer and Provider have negotiated a separate agreement governing Customer's access and use of the Services, Customer's access and use of the Services listed above are subject to the terms and conditions of the Master Agreement <https://gomomentus.com/agreements-and-terms> (the "Master Agreement"). Additionally, if Customer has purchased Professional Services, the applicable terms, conditions and scope of work details are found here: <https://gomomentus.com/agreements-and-terms> and incorporated herein. Capitalized terms set forth herein, but not defined shall have the meanings prescribed to them in the Master Agreement. Except as otherwise provided, all payments shall be made in the currency set forth above.

Brazos County Exposition Complex

Ungerboeck Systems International, LLC

Signature:	
Name:	DUANE PETERS
Title:	COUNTY JUDGE
Date:	10/8/24

Signature:	
Name:	Tim Daniels
Title:	CFO
Date:	09-27-2024 3:33:47 PM CDT



Inventory and Asset Management	
Description	Provider will onboard the customer in Inventory and asset management
Assumptions	Customer has been onboarded in the software for Event Management and General Ledger Customer has existing resources in their database
Limitations	Not applicable
Kick Off	Provider responsibility: Internal handover and preparation Prepare for and hold a 1 hour remote kick off meeting Customer responsibility: Ensure key project resources and stakeholders attend kick off meeting Ensure project scope is accurate and fully aligns to all business requirements Raise any risks, blackout periods for software release, resourcing plan
Discovery	Provider responsibility: Up to three 1 hour remote requirements gathering meetings with preparation and write up Customer responsibility: Ensure key resources attend all discovery sessions Provide an understanding of business processes, data and requirements
Build	Provider responsibility: Resources and related master tables – Items/Services sold to customers Inventory Items and related master tables– Consumable and non-consumable items sold and/or purchased in the operations of the organization Fixed Assets and related master tables – Non-Consumable assets used by the organization
Training	Provider responsibility: Up to four 2 hour remote training sessions; sessions will be recorded Training is scheduled to be completed in no more than 4 weeks Customer responsibility: Ensure appropriate users are selected and attend all training sessions All users will be expected to complete the designed curriculum in the Provider's Learning Center
Testing	Provider responsibility: Up to two 30 minute remote meetings to review and resolve any issues, with follow up Provider will maintain an issue log to track status and progress of issues raised. Customer responsibility: Customer is responsible for preparing for and executing user testing, including creation of test plans, test cases, and test scripts. Ensure key resources attend all testing meetings Raise any issues found (that are within the scope of the SOW) via the issue log The testing phase will be no more than 1 week in duration
Launch & Post Launch	Provider responsibility: Up to two 30 minute post launch support review meetings Internal handover Project Closure Post Launch activities will be completed in no more than 1 week Customer responsibility: Ensure key resources attend all post launch support review meetings Raise any issues found (that are within the scope of the SOW) via the issue log template Complete customer satisfaction survey Post Launch activities will be completed in no more than 1 week
Project Management	Provider responsibility: Weekly 30 minute project review meeting with follow up to commence after kick off meeting and for a period of no more than 4 weeks Coordination of resources, activities, meetings in alignment with timelines and milestones Ownership of issues log and delegation of tasks Customer responsibility: Nominated project lead Ensure key resources attend all weekly project review meetings to provide updates Coordination of activity and resources on customer side to align to project plan and schedule
Exclusions	Custom development unless specified above Integration services not specifically defined in the scope above Once the build phase begins, any further requirements are considered to be out of scope

Estimated length of project: 4 weeks

Note: This is an estimate and is dependent on Customer cooperation, timely responses and availability of necessary resources.

AMENDMENT #1 TO 23-100-EVENT MANAGEMENT SOFTWARE FOR BRAZOS COUNTY EXPO

THIS AMENDMENT TO 23-100 Event Management Software for the Brazos County Expo (“Amendment”) is entered into and effective this 1st day of October, 2024 (“Effective Date”) through October 31, 2027 (“Expiration Date”) by and between **Brazos County** (“Customer”), and **Ungerboeck Systems International, LLC** (“Provider”) each of which may alternatively be referred to herein as a “Party” and collectively as the “Parties”. All capitalized terms in this Amendment shall have the same meaning as in the Agreement (as defined below) unless otherwise stated herein.

RECITALS

WHEREAS, the Parties entered into that certain original contract # 23-100 (“Agreement”) for purposes of Ungerboeck Systems International, LLC; and

WHEREAS, the Parties desire to amend the services provided as set forth in original contract 23-100 Event Management Software for Brazos County Expo.

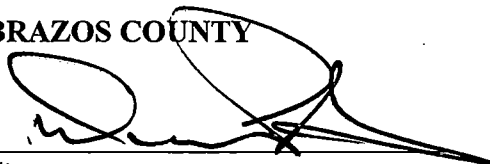
AGREEMENT

NOW THEREFORE, in consideration of the above premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree to amend the Agreement as follows:

1. Add inventory and asset management services, per order form.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed by their authorized representatives as of the Effective Date. This Amendment may be executed in counterparts, all of which taken together shall constitute one instrument. Electronic or facsimile signatures are acceptable forms of execution of this Amendment and shall be binding on all Parties hereto.

BRAZOS COUNTY



Signature
DUANE PETERS

Name
COUNTY JUDGE

Title
10/8/24

Date

Ungerboeck Systems International, LLC

Signature

Name

Title

Date

AMENDMENT NO. 1 TO ORDER FORM Q-33372

Amendment No. 1 to ORDER FORM Q-33372, effective October 1, 2024 (the “**Amendment**”), between Brazos County - Exposition Complex (“Brazos”), and Ungerboeck Systems International, LLC, a Delaware limited liability company, (“Momentus”), and together with Brazos, the “**Parties**”, and each, a “**Party**”).

WHEREAS, the Parties have entered into ORDER FORM Q-33372 and that certain agreed Master Agreement contained therein, effective October 1, 2024 (as amended the “**Existing Agreement**”);

WHEREAS, the Parties desire to amend the Existing Agreement to include insurance obligations the terms and subject to the conditions set forth herein; and

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Existing Agreement.

2. Amendments to the Existing Agreement. As of the Effective Date (as defined in Section 3), the Existing Agreement is hereby amended or modified as follows with the additional Section 13.19:

“Section 13.19. The Provider shall instruct insurance agent or carrier to furnish to the County a Certificate of Insurance attesting to the issuance of the following parts of this section. The Provider shall furnish and keep in full force the following insurance during the term of this Contract:

(A) **Statutory Workmen's Compensation** or \$1,000,000 Employer's Liability Insurance with waiver of subrogation.

(B) **General Liability** with limits for bodily injury and for property damages of not less than \$1,000,000 aggregate, \$500,000 each occurrence with Customer named as an additional insured and waiver of subrogation.

(C) **Commercial Automotive Liability** with \$500,000 CSL for Bodily Injury and Property Damage Liability with Customer named as additional insured.

(D) **Cyber Liability Insurance**, with limits of not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Provider in this Agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and

penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

The Provider agrees to release and hold harmless Customer from any and all claims and liability due to the acts of the Provider's employees and the operation of Provider's equipment. The Provider also agrees to hold harmless Customer from any and all expenses, including attorney fees, incurred by Customer in litigation or otherwise resisting such claims or liabilities as a result of the Provider's employees' activities. Further, the Provider agrees to protect, indemnify and hold harmless Customer from and against all claims, demands and causes of action of every kind and character brought by any employees of the Provider against Customer due to personal injuries and/or death to such employee resulting from any neglect act, by either commission or omission on the part of the Provider or Customer."

3. Date of Effectiveness; Limited Effect. This Amendment will become effective on the date first written above (the "**Effective Date**"). Except as expressly provided in this Amendment, all of the terms and provisions of the Existing Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Existing Agreement.

4. Miscellaneous.

(a) This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Amendment electronically shall be effective as delivery of an original executed counterpart of this Amendment.

(b) This Amendment constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the date first written above.

BRAZOS COUNTY - EXPOSITION
COMPLEX

By 

Name: DUANE PETERS

Title: COUNTY JUDGE

UNGERBOECK SYSTEMS
INTERNATIONAL, LLC

By _____

Name:

Title:



Dec 21, 2022

Ungerboeck Software for

Brazos County Exposition Complex

Prepared by:

Lenora Donahue

Senior Account Manager

P: (636) 300-5606 x126

E: Lenora.Donahue@ungerboeck.com



We appreciate your ongoing commitment to Ungerboeck. We are excited to work with you on this project to move to the Enterprise version and add functionality. This licensing path includes your Fairs Dept. to also be onboarded, broken out into a second phase..

This agreement includes a modified payment schedule for Professional Services, as well as five-year term with annual increase.

If you have any questions, please do not hesitate to reach out. I am confident that you will see enhanced return on your investment, well into the future!

Sincerely,

Lenora Donahue
Senior Account Manager
Lenora.Donahue@ungerboeck.com



Standard Order Form		
Quote ID:	Valid Through:	All Prices in:
USI-32004	Dec 31, 2022	USD

Subscription Start Date: Feb 1, 2023

Subscription End date: Jan 31, 2024

The subscription start and end dates above are predicated on the expected contract execution date on or before Dec 30, 2022. If the contract is executed later than that date, the subscription start date will change to a day after contract execution, and the subscription end date will be 365 days later.

Annual Subscriptions

Item Name	Quantity	Units	Net Price
Ungerboeck for Fairs & Showgrounds - Advanced Edition - Level 2 - 20 Professional Users	-		\$30,550
Room Diagramming - Premium	-		\$7,500
Ungerboeck Phone Experience	-		Included
Up to 1,000 DocuSign Envelopes + Ungerboeck-DocuSign Integration	-		\$3,000
Standard GL Export	-		\$1,440
Standard Support - Knowledge base, Forums	-		Included
Advanced Success Plan	-		\$10,000
Total Annual Amount:			\$52,490

Initial Term Subscription

Item Name	One-Time	
Initial Term Subscription - Total Subscription Amount	\$52,490	
Initial Term Subscription Discount (Year one only Discount) - Success Plan Benefit Extension Trial - Room Diagramming	(\$7,500)	
Total Initial Subscription:		\$44,990

Total Initial Term Subscription Amount is for the Term Feb 1, 2023 to Oct 31, 2023

One Time Services



Item Name	Net Price
Base Onboarding and Training Fees*	\$12,000
Room Diagramming Onboarding**	\$4,200
Electronic Signature Onboarding*	\$2,800
Standard GL Export Onboarding*	\$2,800
Onboarding and Training Fees - Phase 2 Fair *	\$12,000
Total One Time Amount:	\$33,800

Additional Information on Products -

In this package you find the following standard functionalities. **Bolded** features are those **not** available in your current Flex edition.

Base Fair & Showgrounds Advanced Package Functionality includes:

- Up to 20 Professional User licenses, unlimited Express users.
- CRM, Opportunities & Forecasting
- Booking Calendar
- Booking Agenda Calendar
- Events Calendar
- **Contracts & Agreements**
- Event Planning
- Work Orders
- Invoicing/Payment Plans
- **Basic Inventory**
- **Graphical F&S Dashboards**
- Emails
- Activities
- Document Management
- Standard Space and Rental driven Reports
- **Report Builder**
- **Email Template builder**
- **Word Merge Template Builder**
- **Payment processor integration (standard) = Credit card processing (Standard)**
- **Mobile Sales & CRM**
- **Fair Planning**
- **Standard Fair driven reports**
- **Vendors Records**
- **Vendors Sales**
- **Vendor Contract Report**
- **Vendor Portal –Standard edition**
- **Floor Plan – Standard edition**
- **Custom Fields**

In addition to these base license features, included are the various optional Extensions discussed.



- Room Diagramming
- Docusign integration with envelopes
- Standard GL Export

Reminder that as part of the Advanced Success plan you have the opportunity to trial different extensions, one at a time, for up to 12 months with no license fees. Working with your Customer Success Manager to strategically plan your extension trials and additions of these upgrades will assist you in planning both operationally and financially.

Ungerboeck will also need for DOCUSIGN:

Admin Name:

Admin email:

Start and end date:

Cash Flows

Initial Annual Subscription	\$44,990
Prorated Initial Term 2/1/23 - 10/31/23	\$39,366
Paid Maintenance \$6,159 prorate unused 2/1/23 -10/31/23	- 4,619
Initial Subscription Due for 2/1/23-10/31/23	\$34,747

Annual Subscription Payment Schedule

Term Start	Term End	Annual
*2/1/2023	10/31/2023	\$34,747
11/1/2023	10/31/2024	\$54,590
11/1/2024	10/31/2025	\$56,774
11/1/2025	10/31/2026	\$59,045
11/1/2026	10/31/2027	\$61,407

*reflects prorated amount

Milestone Payment Schedule for Professional Services Fees:

Initial Base Onboarding and Training at execution of contract	\$12,000
Upon completion of Room Diagramming training	\$ 4,200
Upon completion of Electronic Signature training	\$ 2,800



Upon completion of GL Export training	\$ 2,800
Upon completion of Phase 2 Fair onboarding and training	\$12,000

**Additional Information on Services -
Advanced Success Plan – Enterprise Edition
Success Management Partnership**

The foundation of your Success Plan is the dedicated Customer Success Manager who partners with you to proactively help you adopt and optimize your USI solution to achieve your desired business outcomes.

Success Planning

- **Annual Business Review** to develop a success plan and roadmap that can be implemented, monitored and optimized throughout the year to ensure overall success.
- Business Outcome Workshops to help set the course for new projects, initiatives, implementations or new module configuration(s).
- Status Meetings to review ticket status and related action plans.

Learning Center & Education Services

- Unlimited access to online courses offered via the Ungerboeck Learning Center.
- 5 Training Academy or Systems Admin Courses and other instructor-led, in-person courses.
- Up to 20 Certification Exams (associate level)
- Two (2) Tickets to Unite Conference***.

Adoption & Optimization

- Adoption Reviews – recurring sessions with key user groups or departments to address common questions, training or issues that may hinder adoption and user satisfaction or deviate from common best practices.
- Advisory Services - ongoing expert guidance, application knowledge help, how-to advice and functionality reviews as needed.

Roadmap & Release Planning

- Release Review Workshops to help prepare for and leverage new capabilities or improvements in upcoming releases.
- Extension Trials provides risk-free way to try Ungerboeck platform extensions (subject to terms).

Application Support

- Named contacts = 3
- Priority ticket management and 24x7 client care support.

*** Conference tickets must be registered 90 days prior to Unite or become subject to early-bird pricing.



Ungerboeck Base Onboarding - Venue only *

Ungerboeck for Venues Onboarding Ungerboeck will work with 'the client's' team to complete the base onboarding, configuration, and user training. The user training portion of this project will include both virtual instructor-led courses and on-demand courses from the Ungerboeck Learning Center (which is included in the client's Customer Success Plan subscription). All instructor-led training will be recorded.

The standard approach to onboarding is a shared effort, meaning customer team members and resources will do certain configuration and data entry work in order to help prepare, test and learn how to use the software. In a standard onboarding for these capabilities listed below, we would expect the customer resources to spend approximately 50 hours over the course of the project.

Onboarding and User Training

- CRM - Account and Contact Management with Relationships
- Event Opportunities
- Bookings + Calendars
- Event Details
- Function Management
- Service Orders
- Work Order Management
- Contract – Word-merge template (2)
- Ungerboeck Dashboards + Views
- Report Builder
- Basic Inventory
- Invoicing + Payments

Ungerboeck Base Onboarding - Phase 2 Fair *

- CRM - Account and Contact Management (vendors, contractors, etc.) with Relationships
- Vendor/Exhibitor Sales and Opportunities (pipeline – renewals and new applicants)
- Event Details – move-in/move-out, event classifications, documents
- Function Management – Fair program/timeline
- Vendor/Exhibitor Service Orders – booth detail, add-on's, parking, tickets, etc.
- Vendor/Exhibitor Contract – Word-merge template
- Vendor/Exhibitor Invoicing, including remit-to information
- Basic Ungerboeck Dashboards + Views – total vendor sales, vendors with a balance, past due, etc.

Room Diagramming - Premium

Ungerboeck will provide consulting services to assist with set-up of Room Diagramming including:

- Planning session
- Setup and configuration



- All relevant spaces have appropriate DWG files imported (building lines)
- Configure base level space diagrams
- Diagram item configuration includes selection from Ungerboeck defined shapes
- User Training
 - Diagram items (non-defined Ungerboeck shapes) creation and resource mapping
 - Creating new room diagrams at the event level
 - Modifying room diagrams
 - Sharing room diagrams
 - Space imports
 - Layout/Template creation - (theatre, classroom, banquet, etc.)
 - Orders – creation, validation, order to inventory check
 - Generic room diagram export and generic report prompts

Assumption(s):

- Up to 15 base level space diagrams included. Additional ones can be configured with the training provided
- Ungerboeck defined shapes includes selective diagram items. Additional ones can be added by the client with the provided training.
- Client will manage all item and layout configuration/creation.
- Client has ALL appropriate DWG files ready to send to Ungerboeck.
- Client is prepared with detailed inventory list that includes measurements and combinations.
- Client will be utilizing Ungerboeck Basic Inventory to track physical item counts

Electronic Signatures Integration

Ungerboeck will provide consulting services and training to assist with set-up of the Electronic Signatures integration includes the following:

- DocuSign account settings, users, and brands
- Sandbox DocuSign configuration
- Ungerboeck access management adjustments
- Necessary updates to user themes & layouts
- Electronic Signatures configuration
- Electronic Signature profiles
- Sending and managing Word Merge Documents

Assumption(s):

All DocuSign support and/or account updates will be managed by the client directly. Ungerboeck will NOT contact DocuSign on behalf of the client at any time throughout the onboarding.

Standard GL Export

Ungerboeck will provide consulting services to assist with the set up of a Standard GL Export.

- Setup and define Journal Entries for Event Revenues and Expenses
- User-Friendly export formatting configuration



- Configure GL export on-demand
- Audit export of journal entries

Terms & Conditions –

The responsible party 'Brazos County Exposition Complex', (hereinafter referred to as "The Client"/ "Customer") agrees to the following -

Customer's purchase and use of the Ungerboeck Software products and services listed above are subject to the terms and conditions in the Ungerboeck Software Master Subscription Terms & Conditions. These terms, along with all Order Forms executed under these terms, represent the entire agreement of the parties, and supersede all prior or contemporaneous agreements, proposals, or representations, written or oral, concerning their subject matter. Access to data in Ungerboeck Software for known individuals (including but not limited to volunteers, contractors, employees, business partners) via APIs or direct database access requires Ungerboeck's license.

<https://ungerboeck.com/documents/terms/language/>

Notes:

See Cash Flow section for Milestone Professional Services Payments.

FEES. The initial invoice amount set forth above, representing the first year's subscription and all fees, are due and payable upon execution. Subsequent years' all fees, subscription and managed service solutions amounts under this Order Form are billed, due and payable annually in advance. Except as otherwise provided, all payments shall be made in the currency mentioned in the order form above, all purchases hereunder are non-cancelable, and all fees are non-refundable. Ungerboeck will issue licenses only upon receipt of payment.

In the event of a contract or addendum beginning mid-cycle to Customer's existing subscription term, Customer shall be charged a prorated amount of the full contract price subject to any additional fees, including but not limited to implementation fees, to align with Customer's next renewal date. When applicable, previous payments made for subscriptions that are being modified by a new contract or addendum will be prorated based on contract signature and aligned with the subscription term, and credit will be applied to the remaining term of the new invoice.

*Services amounts listed represent the Fixed bid budget.

**Services amounts listed represent the estimated time and materials budget. The amounts shown are due and payable upon execution. Amounts will be credited to the Client as a deposit from which actual time and materials usage for the month will be invoiced against the deposit until exhausted. Overages will be invoiced, and any surplus amounts will be credited against future work.

The prices set forth in this Order Form do not include USI's out-of-pocket expenses. CLIENT shall reimburse USI for any County-approved out-of-pocket expenses.



TERMS AND CONDITIONS - Electronic Signature

Ungerboeck is an Authorized Reseller of DocuSign Services provided under a limited-capability, limited-use license of the DocuSign Service that is only available for Customer use in conjunction with the Ungerboeck Integration. DocuSign Services required outside of Ungerboeck Integration will be referred to DocuSign for DocuSign to contract directly with Customer for those additional products and services. Purchase and use of the products and services listed above are subject to the terms and conditions in the DocuSign Reseller Master Service Agreement link below.

<https://www.docuSign.com/company/terms-and-conditions/reseller>

Ungerboeck will be sharing reasonable information with DocuSign including but not limited to user, usage, and organizational information for DocuSign to provide DocuSign Services. The exchange of data, service, and support provided are between you and DocuSign. Ungerboeck does not warrant or support DocuSign Services.

The start date of this agreement is listed above. The initial term of this agreement is twelve (12) months. Envelopes expire twelve (12) months from the start date. Additional Envelopes required midterm require a new order. At the end of the respective term, Subscription auto renews for twelve (12) months at previous term's Envelope volume. Customer's purchase and use of the Ungerboeck Software products and services listed above are subject to the terms and conditions in the Ungerboeck Software Master Subscription Terms & Conditions.

<https://ungerboeck.com/documents/terms/language/>

Upon execution of this Order Form, the One-Time and Initial Annual Software Subscription investments are due and payable.

Annual Software Subscription fees are due and payable annually in advance of each subsequent twelve (12) month period. Except as otherwise provided, all payments shall be made in the currency mentioned in the order form above. All purchases are non-cancelable and non-refundable. Technical Services are available at then current pricing for Clients that need assistance updating Crystal Reports or Word



Buyer Org:

By signing this agreement, you agree to abide by its terms as written above.

Name: DUANE PETERS
Title: COUNTY JUDGE

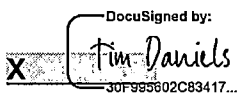
Signature: X 

Date: DECEMBER 28, 2022

Selling Org: Ungerboeck

By signing this agreement, you agree to abide by its terms as written above.

Name: Tim Daniels
Title: CFO

Signature: X 
30F995602C83417...

Date: 12-22-2022 | 4:50:07 PM CST



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Master Subscription Terms & Conditions

The following describes the terms ("Terms & Conditions" or "Terms") under which Ungerboeck Systems International, LLC ("we", "us" or "USI") provides access to USI's software for products or services ("the Services") purchased through any Order Form by you ("Customer"). PLEASE READ THESE TERMS & CONDITIONS CAREFULLY as they govern your use of the Services, and by ordering and using the Services, you agree to be bound by these Terms. If you are ordering the Services on behalf of an entity, you represent that you have the authority to bind such entity, its successors, assigns, subsidiaries, and its affiliates to these Terms & Conditions, in which case the terms "you" and "Customer" refer to such entity, its successors, assigns, subsidiaries, and affiliates.

NOTICE: COMPETITORS OF USI MAY NOT ACCESS THE SERVICES WITHOUT USI'S PRIOR WRITTEN CONSENT FOR ANY PURPOSE, INCLUDING MONITORING AVAILABILITY, PERFORMANCE OR FUNCTIONALITY, OR FOR OTHER BENCHMARKING OR COMPETITIVE PURPOSE(S).

These Terms & Conditions are effective between you and USI as of the date you place an order for the Services. These Terms & Conditions shall be fully executed by an authorized signatory for both Customer and USI and will continue until terminated.

1. DEFINITIONS

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with Customer.

"Malicious Code" means viruses, worms, time bombs, Trojan horses, and other harmful or malicious code, files, scripts, agents, or programs.

"Non-Ungerboeck Applications" means only online applications and offline software products and/or services that are provided by entities or individuals other than USI and are interoperated with the Services.

"Order Form" means the documents signed by Customer or an Affiliate placing an order for the Services, including any addenda or supplements thereto.

"Services" refers to Cloud Software Services which are provided by USI and are accessible and can be used by Customer for its internal business operations. The term "Services" does not include any third party or custom developments. The pricing, warranty, SLA, maintenance and deliverables of professional and technical services, as well as third party or custom developments are not defined in this Agreement and will be quoted separately per engagement.

"Users" means individuals for whom the Services have been ordered and who are authorized by you to use the Services, by virtue of having obtained user identifications and passwords from you, or from USI at your request. Users may include but are not limited to your employees, consultants, contractors, agents, and third parties with whom you transact business.

"We", "us", "our", or "USI" refers to the Ungerboeck Systems International entity described in Section 16 (Who You Are Contracting With, Notices, Governing Law and Jurisdiction).

"You", "your", or "Customer" refers to the company or legal entity using the Services, and any Affiliates of that company or entity.

"Your data", or "Customer's data" means all electronic data or information submitted by you in the course of your use of the Services.

"Days" means business days, unless specifically stated otherwise.

"Parties" means USI and Customer.



Master Subscription Terms & Conditions

"Legal Proceeding" means any claim, investigation, hearing, legal action, or other legal, administrative, arbitral, or similar proceeding, whether civil or criminal (including any appeal or review of any of the foregoing).

"Liabilities" means liabilities, obligations or commitments of any nature whatsoever, asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured or otherwise.

"Losses" means any amount awarded in, or paid in settlement of, any Indemnifiable Proceeding (Direct Claim or Third-Party Claim), including any interest accrued, but excluding any Litigation Expenses.

"Litigation Expenses" means any reasonable out-of-pocket expense incurred in defending an Indemnifiable Proceeding (Direct Claim or Third-Party Claim) or in any related investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees, and attorneys' and other professionals' fees and disbursements.

"Intellectual Property" means trademarks, copyrights, trade secrets, patents and patent applications, websites and internet domain name registrations, and other intellectual property and related proprietary rights, interests, and protections.

2. ENTIRE AGREEMENT

These Terms & Conditions and the other documents that are referenced herein constitute the entire agreement between Customer and USI (the "Agreement") regarding your use of the Services, and together they supersede all prior and contemporaneous agreements, proposals, representations, written or oral, between you and USI. No modification, amendment, or waiver of any provision in this Agreement will be applicable to USI unless in writing and signed by the parties. Any clickwrap or click-through or other agreements found electronically on Customer's website or portal, or sent through Customer's automated processes, even when USI has clicked "I agree" or similar button, or if there is deemed acceptance of any such agreement for any reason, shall be considered as null and void.

3. ORDER FORMS

These Terms & Conditions are incorporated by reference into each Order Form submitted by Customer. Together, these Terms and the Order Form comprise a binding agreement between you and USI, effective as of the date specified in the Order Form and only as it pertains to services undertaken pursuant to this specific Order Form and continuing for the term stated in the Order Form. These Terms govern your right to access the Services and use USI's software and information, which may be updated periodically. USI may amend these Terms at any time in its sole discretion by posting the amended terms using the following URL:

<https://ungerboeck.com/documents/terms/language/>

or by providing fifteen (15) days prior written notice to you. If there is any conflict between these Terms and the provisions of your Order Form, the provisions contained in your Order Form shall control, provided that the appearance of a particular provision in these Terms which is not contained in your Order Form, or vice versa, shall not constitute conflict for purposes of this Section. Any changes to the Agreement intended to have a general effect shall only be made by an amendment of the Agreement signed by both parties hereto. No party shall withhold without cause any amendments requested in good faith.



Master Subscription Terms & Conditions

4. THE SERVICES

4.1 Provision of the Services.

Subject to these Terms, during the term of the applicable Order Form, USI will provide you with a non-exclusive, non-transferable license to access and use USI's software ("the Services") as upgraded from time to time. You may use the Services only for purposes of performing your internal business operations. Except for the foregoing license, no other rights in the Services are granted to you, and the Services remain the sole and exclusive property of USI and its licensors, if any, whether the Services are separate or integrated with any other products, services, or deliverables. Access to data in USI's software for known individuals (including but not limited to volunteers, contractors, employees, business partners) via APIs or direct database access requires USI's license.

4.2 Purchase of Services as Currently Configured.

You agree that your purchase of the Services is not contingent on the delivery of any future functionality or features, nor is it dependent on any public statements made by USI regarding future functionality or features. However, the Services may be upgraded from time to time. Should USI make new functionalities and modules available for sale to Customer, USI will make them available to Customer for purchase.

5. PAYMENT SERVICES

Notwithstanding anything to the contrary herein, the following terms and conditions shall apply solely to Ungerboeck Payment Services:

5.1 Payment Processing.

We offer the ability to process payments through the Services ("Payment Processing Services"). Payment Processing Services are provided by our third-party payment processing partners and any procurement by you or your Affiliates will be subject to a separate merchant agreement which will be solely between you (or your Affiliate) and the third-party processor. If you use Payment Processing Services you agree that you and your Affiliates will comply with the terms and conditions of any applicable merchant agreements and all applicable card network rules, policies, laws, and regulations, at all times while using such Payment Processing Services.

At our sole discretion, you may be offered Payment Processing Services provided by Stripe ("Ungerboeck Payments"). Ungerboeck Payments are subject to the [Stripe Connected Account Agreement](#), which includes the [Stripe Terms of Service](#) (collectively, the "Stripe Services Agreement") and subject to certain fees and surcharges communicated to you during the enrollment process and as may be updated by us from time to time at our discretion. By enrolling in Ungerboeck Payments, you agree to be bound by the Stripe Services Agreement, as the same may be modified by Stripe from time to time. As a condition of us enabling Payment Processing Services through Stripe, you agree to provide us with accurate and complete information about you and your business, and you authorize us to share it and transaction information related to your use of the Payment Processing Services provided by Stripe pursuant to Stripe's [Privacy Policy](#). To the extent permitted by law, we may collect any obligations you owe us under this Agreement by deducting the corresponding amounts from funds payable to you arising from the settlement of card transactions through Ungerboeck Payments. Fees will be assessed at the time a transaction is processed and will be first deducted from the funds received for such transactions. If the settlement amounts are not sufficient to meet your obligations to us, we may charge or debit the bank account or credit card registered in your account for any amounts owed to us. Your failure to fully pay amounts that you owe us on demand will be a breach of this Agreement. You will be liable



Master Subscription Terms & Conditions

for our costs associated with collection in addition to the amount owed, including without limitation attorneys' fees and expenses, costs of any arbitration or court proceeding, collection agency fees, and any applicable interest. Additionally, we may require a personal guaranty from a principal of a business for funds owed under this Agreement. If we require a personal guarantee we will specifically inform you. In addition to the amount due, delinquent accounts may be charged with fees that are incidental to the collection of delinquent accounts and chargebacks including, but not limited to, collection fees and convenience fees, and other third parties' charges. You hereby explicitly agree that all communication in relation to delinquent accounts will be made by electronic mail or by phone, as provided to us by you. Such communication may be made by us or by anyone on its behalf, including but not limited to a third-party collection agent. We reserve the right to terminate Payment Processing Services at any time in our sole discretion.

We may offer special pricing, credits, and/or discounts to you or your Affiliates for the Services contingent upon timely procurement, and continued material usage, of the Payment Processing Services and/or Ungerboeck Payments. In the event you or your Affiliate stop utilizing the Payment Processing Services and/or Ungerboeck Payments, we may, in our sole discretion, revoke the special pricing, credits, and/or discounts being applied to the Services.

5.2 Reserves.

We may withhold funds from payments (including payment processor payouts) to you and/or designate an amount of funds that you must maintain in a reserve account held by us ("Reserve") to pay any actual or potential Losses we believe we may incur related to your transactions, your use of the Services, your business, or to secure the performance of your obligations under any agreement between you and us, including these Terms & Conditions. The Reserve will be in an amount determined by us in our sole discretion to cover actual or potential Losses we may incur and current, past, and future obligations you may owe us. The Reserve may be raised, reduced, or removed at any time by us, in our sole discretion. If you do not have sufficient funds in your Reserve, we may fund the Reserve from any payment method we have on file for you. You grant us a security interest in and lien on any and all funds held in the Reserve, and also authorize us to make any withdrawals or debits from the Reserve and charge any payment method we have on file for you, to cover any Losses, obligations and amounts you owe us. You will execute any documents required by us to perfect our security interest in any funds in the Reserve or requested by us in connection with the Reserve.

6. UNGERBOECK RISK MANAGER SERVICES

Notwithstanding anything to the contrary herein, the following terms and conditions in this Section shall apply solely to Ungerboeck Risk Manager Services:

6.1 Ungerboeck Risk Manager Services' Process.

We offer the ability to conduct risk assessments, report and analyze incidents, assess crowd safety profiles, benchmark risks and incidents from year to year, benchmark incident data across the industry, generate reports on different elements of risk assessment and incidents reported, and any other purpose agreed to in writing ("Ungerboeck Risk Manager Services" or "Program"). By enrolling in Ungerboeck Risk Manager Services, you agree to be bound by the applicable Order Form(s) and this Agreement. As a condition of us enabling Ungerboeck Risk Manager Services, you agree to provide us with accurate and complete information about you and your business.

The number of authorized users for Ungerboeck Risk Manager Services shall be set out in the applicable Order Form(s).



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Maintenance and Support for Ungerboeck Risk Manager Services are included within the license fee as described in the applicable Order Form(s), and all system upgrades during the license period are included in the cost as described in the applicable Order Form(s). Support Services shall be provided per the Service Level Agreement for Ungerboeck Software, available at <https://ungerboeck.com/documents/terms/sla>.

Any other Ungerboeck Risk Manager Services specifications shall be detailed in the applicable Order Form(s).

We may offer special pricing, credits, and/or discounts to you or your Affiliates for the Services contingent upon timely procurement, and continued material usage, of Ungerboeck Risk Manager Services. In the event you or your Affiliate stop utilizing Ungerboeck Risk Manager Services, we may, in our sole discretion, revoke the special pricing, credits, and/or discounts being applied to the Services.

6.2 License to use Customer Intellectual Property and Systems.

Customer grants to USI a non-exclusive, irrevocable, perpetual, worldwide, royalty-free, transferable license to use, reproduce, sublicense, display, maintain, communicate to the public, adapt, modify, or develop Customer's information or documentation supplied for Ungerboeck Risk Manager Services during the term of this Agreement to the extent that they are incorporated in or provided to Ungerboeck Risk Manager Services in connection with the Program and any derivative of the Program.

Customer permits Ungerboeck Risk Manager Services to use, and ensure that Ungerboeck Risk Manager Services has legitimate access to use, any of Customer's systems to the extent required for Ungerboeck Risk Manager Services to perform its obligations under this Agreement.

6.3 Liability.

Customer acknowledges and agrees that Customer is responsible for carrying out any suggested risk assessment action/plan resulting from any risk assessment obtained through Ungerboeck Risk Manager Services. Customer acknowledges and agrees that the use of the Ungerboeck Risk Manager Services does not in any way release Customer of any liability in case of any incident, loss, or event related to information obtained through the use of Ungerboeck Risk Manager Services.

USI SHALL NOT BE LIABLE FOR ANY INCIDENT, LOSS, OR OTHER EVENT IN CONNECTION WITH CUSTOMER'S USE OF THE INFORMATION OBTAINED FROM UNGERBOECK RISK MANAGER SERVICES. USI SHALL BE LIABLE TO THE EXTENT STATED IN **SECTION 14** (LIMITATION OF LIABILITY).

7. USE OF THE SERVICES

7.1 USI's Responsibilities.

USI shall:

- (i) Provide support for Services to Customer per the Ungerboeck Service Level Agreement on the Support website at:
<https://ungerboeck.com/documents/terms/sla>;
- (ii) Use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for:



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- a) Planned downtime (in which case USI shall give at least 48 hours' notice via the Services or email. USI shall schedule planned downtime to the extent practicable during the weekend hours (between 10:00 p.m. Friday and 5:00 a.m. Monday, U.S. Central Time); and
 - b) Any unavailability caused by circumstances beyond USI's reasonable control, including without limitation, events of force majeure, malicious attacks on the system, issues associated with Customer's computing devices or local area networks, USI's inability to deliver Services because of Customer's acts or omissions, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving USI's employees), Internet service provider connection failures or delays; and
- (iii) Provide the Services in accordance with applicable laws and government regulations.

7.2 Customer Data.

USI shall maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of your data. Subject to the limited rights granted by you pursuant to these Terms, we acquire no right, title, or interest from you or your licensors under these Terms in or to your data, including any intellectual property rights therein. USI may de-identify and aggregate Customer data, provided that USI de-identifies such data in compliance with applicable law. For the avoidance of doubt, de-identified information does not constitute Customer data. USI shall perform a daily backup of all of your data, but in no event shall USI be liable to you or any third party for loss, destruction, or corruption of your data other than USI's costs for reloading the backup. You agree and acknowledge that you are in a better position to foresee and evaluate any potential damage or loss you may suffer in connection with a loss of your data, and that the fees payable under these Terms have been calculated by taking into account the liability limitation contained in this Section.

If during the provision of the Services USI has access to personal data of the EU Customer and Users, USI as data processor will always comply with applicable data protection laws; in particular USI shall process such personal data solely for the purpose of providing the Services, to oblige its employees to maintain personal data confidential, and to instruct its employees about the individual privacy provisions to adhere to. USI shall maintain the technical and organizational measures required under the General Data Protection Regulation (Regulation (EU) 2016/679) ("GDPR") for protection of the security, confidentiality, and integrity of Customer's personal data. USI in its role as data processor acquires no right, title, or interest from you or your licensors under these Terms in or to your data, including any Intellectual property rights therein.

The Parties undertake at all times to comply with the applicable data protection laws and regulations, in particular the GDPR with regard to the collection, storage, use, and disclosure of any personal or sensitive information and data they collect, use or otherwise access in connection with the Services. Both parties shall oblige their personnel to observe those data secrecy requirements pursuant to the relevant applicable laws and regulations. Legitimate data protection obligations of the Parties pertaining to possible commissioned data processing are set forth in the data processing agreement in accordance with Art. 28 GDPR between Customer (data controller) and USI (data processor). Said agreement must be signed by both parties and shall be attached to the applicable Order Form and forms an integral part of the Agreement. The statutory and applicable data protection provisions, in particular Art. 82 GDPR, apply in the event of compensation of liability claims.



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USI shall not:

- (i) Modify your data;
- (ii) Disclose your data except as compelled by law in accordance with **Section 11.3** (Compelled Disclosure) or as expressly permitted in writing by you; or
- (iii) Access your data, except in order to provide the Services and prevent or address service or technical problems, or at your request in connection with customer support matters.

7.3 Customer's Responsibilities.

Customer shall:

- (i) Be responsible for the Users' compliance with these Terms and for any activities that occur under Users' accounts;
- (ii) Be responsible for the accuracy, quality and legality of your data and of the means by which you acquired your data;
- (iii) Use commercially reasonable efforts to prevent unauthorized access to or use of the Services and notify USI promptly of any unauthorized access or use. Furthermore, in the event that Customer discovers any such unauthorized use or access, Customer shall immediately stop the unauthorized use or access. Customer acknowledges and agrees that in such cases, USI may seek injunctive relief and any other remedies that may be available to it at law or in equity;
- (iv) Use the Services only in accordance with these Terms and applicable state laws, ordinances, and federal laws and regulations;
- (v) Work cooperatively with USI in receiving, approving, and accepting the Services. Customer shall access and use the Services with secured environment as per the guidelines provided by USI;
- (vi) Be on a supported version of USI's software and plan upgrades accordingly. Failure to do so may result in USI upgrading Customer environment to a supported version as soon as their existing version ceases to be supported;
- (vii) Implement, maintain, and update all necessary and proper procedures and software for safeguarding against computer infection, viruses, worms, Trojan horses, and other code that manifest contaminating or destructive properties; and
- (viii) Comply with USI usage policy at
<https://ungerboeck.com/documents/terms/UsagePolicy>

Customer shall not:

- (i) Make the Services available to anyone other than authorized Users;
- (ii) Permit any third party to access the Services except as permitted by these Terms or in an Order Form;
- (iii) Customer shall not upload, post, reproduce, or distribute any data or material protected by privacy rights without first obtaining the permission of the owner of such rights;
- (iv) Sell, resell, rent or lease the Services;



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- (v) Modify, alter, or create derivative works based on the Services except as authorized by these Terms;
- (vi) Copy, frame or mirror any part or content of the Services, other than copying or framing on your own intranets or otherwise for your own internal business purposes;
- (vii) Reverse engineer the Services except to the extent permitted by law;
- (viii) Access the Services in order to:
 - a) Build a competitive product or service, or
 - b) Copy any features, functions or graphics of the Services;
- (ix) Use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights;
- (x) Use the Services to store or transmit Malicious Code;
- (xi) Interfere with or disrupt the integrity or performance of the Services or third-party data contained therein;
- (xii) Attempt to gain unauthorized access to the Services or their related systems or networks;
- (xiii) Use the services in violation of any applicable state laws, ordinances, and federal laws and regulations; and
- (xiv) Unreasonably withhold or delay any consent, approval or acceptance required by the Order Form.

7.4 Usage Limitations and Audits.

USI reserves the right to limit the usage of API if Customer's interfaces or programs negatively impact the performance or Hosting Services.

Upon request by USI, Customer undertakes to allow USI to audit (inspections of compliance with the rights of usage for the provided Services) whether Customer's use of the Services is consistent with the rights granted to Customer under **Section 4.1** (Provision of the Services), provided there is a legitimate interest. A legitimate interest exists in the event of a reasonable suspicion that Customer has exceeded its usage rights. Customer has to be notified by USI in writing prior to the audit. Likewise, the choice of the date of the audit and the nature of the execution must be coordinated between the Parties in advance. Customer undertakes to fully cooperate with USI during the audit.

7.5 Performance and Usage Data.

Customer acknowledges that the service transmits usage data to USI's system. This data is used for licensing, monitoring, and statistical purposes. Customer shall indemnify USI against third-party claims related to or arising out of Customer's failure to comply with USI's usage policy. USI's system will report usage data to USI, and USI reserves the right, based upon those reports or other profile data, to offer to you and your Users upgrades and additional services via email or other direct communication. Neither you nor your Users are obligated to purchase any such upgrades or additional services.



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8. NON-UNGERBOECK APPLICATIONS

8.1 Acquisition of Non-Ungerboeck Products and Services.

USI or third parties may from time to time make available to you third-party products or services, including but not limited to Non-Ungerboeck Applications and implementation, customization and other consulting services. Any acquisition by you of such Non-Ungerboeck Applications, and any exchange of data between you and any Non-Ungerboeck provider, is solely between you and the applicable Non-Ungerboeck provider. USI does not warrant or support Non-Ungerboeck products or services, whether or not they are designated by USI as "certified" or otherwise, except as specified in an Order Form. No purchase of Non-Ungerboeck Applications is required to use the Services. If you install or enable Non-Ungerboeck Applications for use with the Services, you acknowledge that USI may allow providers of those Non-Ungerboeck Applications to access your data as required for the interoperation of such Non-Ungerboeck Applications with the Services. USI shall not be responsible for any disclosure, modification or deletion of your data resulting from any such access by Non-Ungerboeck Application providers. If the third-party provider of any such Non-Ungerboeck Application ceases to make the Non-Ungerboeck Application available for interoperation with the corresponding Service features on reasonable terms, USI may cease providing such Service features without providing any refund, credit, or other compensation to Customer.

9. FEES AND PAYMENT FOR SERVICES

9.1 Fees.

You shall pay all fees specified in the applicable Order Form(s). Except as otherwise specified:

- (i) Fees are based on Services purchased and not actual usage;
- (ii) Payment obligations are non-cancellable, and fees paid are non-refundable except as expressly provided under **Section 15.3** (Termination for Cause); and
- (iii) The number of Users for whom the Services are purchased cannot be decreased during the relevant term stated on the Order Form(s).

9.2 Invoicing and Payment.

Unless otherwise stated in your Order Form(s), Customer shall make timely payment of all undisputed invoiced charges within thirty (30) days of the invoice date. You are responsible for providing complete and accurate billing and contact information to USI and for notifying USI of any changes to such information.

9.3 Overdue Charges and Suspension of Service.

If any payments are not received by the due date, (a) the unpaid balance may accrue interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is higher, from the date such payment was due until the date paid; and/or (b) We may condition future Service renewals and Order Form(s) on payment terms shorter than those specified in **Section 9.2** (Invoicing and Payment). If any amount owed by you pursuant to the applicable Order Form or any other agreement for USI services is thirty (30) or more days overdue we may, without limiting our other rights and remedies, accelerate your unpaid fee obligations under this Agreement and any other such agreements so that all of your fee obligations become immediately due and payable. We may suspend all services to you until such amounts are paid in full. We will give you at least 7 days' prior notice that your account is overdue before suspending services.



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9.4 Payment Disputes.

USI shall not exercise its rights under **Section 9.3** (Overdue Charges and Suspension of Service) if such charges are the subject of a good faith dispute which you are cooperating diligently to resolve with USI.

9.5 Taxes.

Unless otherwise stated, our fees do not include any taxes, levies, duties, or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal, or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with your purchases of the Services. If we have the legal obligation to pay or collect Taxes for which you are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by you, unless you have provided USI with a valid tax exemption certificate authorized by the appropriate taxing authority.

10. OWNERSHIP, PROPRIETARY RIGHTS AND USE OF DATA

10.1 Reservation of Rights – Services.

Subject to the limited rights expressly granted according to these Terms, USI reserves all rights, title, and interest in and to the Services and related software, including all related intellectual property rights.

10.2 Reservation of Rights – Publicity.

USI may include Customer's name, logos and trademarks in its customer lists and on its presentations, websites, press releases, and marketing materials. Upon signing this agreement, USI may issue a press release announcing the relationship and the manner in which Customer will use the Service. Each party may require the other to withdraw any use of the other's name, logos, and trademarks if the party reasonably considers that such use is derogatory, defamatory, detrimental, or in any way damages the party's business or reputation.

10.3 Enhancements.

USI reserves the right to use and incorporate into the Services any suggestions, enhancement requests, recommendations, or other feedback provided by you, including your Users, relating to the operation of the Services. Any software modifications or enhancements performed by USI, whether paid for by you or not, remain the property of USI and may at our sole discretion be incorporated into or withheld from the software generally made available to USI's customers.

11. CONFIDENTIALITY

11.1 Definition of Confidential Information.

- (i) As used in these Terms, "Confidential Information" includes all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include your data; USI's Confidential Information shall include the Services; and Confidential Information of each party shall include any and all Order Form(s), as well as business and marketing plans, technology and technical information, product plans and designs, business processes and other proprietary information disclosed by either party.



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- (ii) Confidential Information (other than your data) shall not include any information that:
 - a) Is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party;
 - b) Was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party;
 - c) Was received from a third party without breach of any obligation owed to the Disclosing Party; or
 - d) Was independently developed by the Receiving Party.

11.2 Protection of Confidential Information.

The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) and hereby agrees:

- (i) To keep strictly confidential and take reasonable precautions to protect against the unauthorized access, use or disclosure of all Confidential Information;
- (ii) Electronic data format confidential information shall be maintained and secured using security measures that meet information security controls standard;
- (iii) Not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of these Terms; and
- (iv) To limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates employees, contractors and agents who need such access for purposes consistent with these Terms and who have signed confidentiality (and or other nondisclosure) agreement(s) with the Receiving Party, except as otherwise authorized by the Disclosing Party in writing.

11.3 Compelled Disclosure.

The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party promptly gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information. The Parties shall cooperate in seeking reasonable protective arrangements before the Confidential Information is produced and at all times (to the extent legally permitted), the Receiving Party agrees to furnish only that portion of the Confidential Information which is legally required in the reasonable opinion of its counsel (after consultation with the Disclosing Party's counsel).

12. WARRANTIES AND DISCLAIMERS

12.1 Our Warranties.

EXCEPT AS EXPRESSLY PROVIDED, THE SERVICES ARE PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND. USI DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, CORRESPONDENCE TO



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DESCRIPTION, OR FITNESS FOR A PARTICULAR PURPOSE. USI DOES NOT REPRESENT OR WARRANT BUT WILL MAKE COMMERCIALY REASONABLE EFFORTS TO ENSURE THAT THE SERVICES ARE UNINTERRUPTED, CRUCIAL DEFECTS ARE CORRECTED, AND THE SERVERS USED FOR THE SERVICES ARE REGULARLY UPDATED AND MAINTAINED.

12.2 Your Warranties.

You warrant that you have validly accepted these Terms & Conditions and any obligations contained in the applicable Order Form(s) and have the legal authority to do so.

12.3 Disclaimer.

EXCEPT AS EXPRESSLY PROVIDED, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OUTLINED IN **SECTION 12.1(OUR WARRANTIES)** ABOVE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

12.4 Services in Development.

SERVICES IN DEVELOPMENT ("Services in Development") ARE NOT CONSIDERED AS "SERVICES UNDER THESE TERMS & CONDITIONS AND ARE PROVIDED "AS IS" WITH NO EXPRESS OR IMPLIED WARRANTY. In addition, from time to time we may invite you to try USI products or Services in Development that are not generally available to Customers. You may accept or decline any such trial in your sole discretion. Any Services in Development may contain bugs or errors and Customer acknowledges that USI has no obligation to make any Services in Development generally available to its customers.

13. INDEMNIFICATION

13.1 Indemnification by USI.

We shall defend you against any claim, demand, suit, or proceeding made or brought against you by a third party alleging that the use of the Services infringes or misappropriates the intellectual property rights of said third party, and shall indemnify you for any damages, attorney's fees and costs finally awarded against you as a result of, and for amounts paid by you under a court-approved settlement of such claim, provided that you: (a) promptly give USI written notice of the claim; (b) allow USI sole control of the defense and settlement of the claim (provided that USI may not settle any claim unless the settlement unconditionally releases you of all liability); and (c) provide to USI all reasonable assistance, at USI's expense. In the event of a such claim, or if we reasonably believe the Services may infringe or misappropriate, we may in our sole discretion and at no cost to you: (a) modify the Services so that they no longer infringe or misappropriate, (b) obtain a license for your continued use of the Services in accordance with these Terms, or (c) terminate your use of such Services upon thirty (30) days' written notice and refund to you any prepaid fees covering the remainder of the term.

13.2 Indemnification by Customer.

You shall defend USI against any claim, demand, suit or proceeding made or brought against USI by a third party alleging that your data or your use of the Services infringes or misappropriates the intellectual property rights of a third party or violates applicable law, and shall indemnify USI for any damages, attorney's fees and costs finally awarded against USI as a result of, or for any amounts paid by USI under a court-approved settlement of such claim, provided that we (a) promptly give you written notice of the claim; (b) allow your sole control of the defense and settlement of the claim (provided that you may not settle any claim unless the settlement



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unconditionally releases USI from all liability); and (c) provide to you all reasonable assistance, at your expense. Without limiting or otherwise abrogating Customer's other obligations stated elsewhere in the Agreement or the Order Form, Customer at its own expense shall defend, indemnify, and hold USI harmless from and against any and all damage, loss, expense, claim, lawsuit, judgment, and / or other liability (including without limitation attorney's fees or court costs) arising from failure of Customer, its agents, employees, contractors, or licensees, to protect confidential and/or personal information of third parties. USI shall have the right but not the obligation to participate in defending against such claim.

13.3 Failure to Notify Remedy.

If either party fails to notify the other party of indemnification proceedings, then the unnotified party will be relieved of its obligations under this Section, to the extent it was prejudiced by the party's failure to notify.

13.4 Exclusive Remedy.

Section 13 (Indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section.

14. LIMITATION OF LIABILITY

14.1 Limitation of Liability.

NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY INCIDENT ARISING OUT OF OR RELATED TO USE OF THE SERVICES (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL EXCEED THE AMOUNT PAID BY YOU ACCORDING TO THESE TERMS AND THE APPLICABLE ORDER FORM IN THE TWELVE (12) MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO USE OF THE SERVICES (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY YOU PURSUANT TO THE APPLICABLE ORDER FORM. THE FOREGOING SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER **SECTION 9** (FEES AND PAYMENT FOR SERVICES). NEITHER PARTY WILL BE LIABLE FOR BREACH-OF-CONTRACT DAMAGES SUFFERED BY THE OTHER PARTY THAT ARE REMOTE, SPECULATIVE, OR THAT COULD NOT HAVE REASONABLY BEEN FORESEEN ON ENTRY INTO THIS AGREEMENT.

14.2 Exclusion of Consequential and Related Damages.

IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, BUT NOT LIMITED TO: (A) ANY DAMAGES CAUSED BY YOUR FAILURE OR THAT OF YOUR USERS, CLIENTS, (B) ANY CLAIMS OR DEMANDS OF THIRD PARTIES (EXCEPT AS PROVIDED IN **SECTION 13** (INDEMNIFICATION)); OR (C) ANY LOST PROFITS, LOSS OF BUSINESS, BUSINESS INTERRUPTION, COST OF COVER, LOSS OF USE, LOSS OF DATA, LOST SAVINGS OR OTHER CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF THE SERVICES WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE.



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THIS LIMITATION APPLIES TO USI AND ANY PERSON OR ENTITY INVOLVED IN THE CREATION, MANUFACTURE OR DISTRIBUTION OF ANY SOFTWARE, SERVICES OR OTHER MATERIALS PURSUANT TO THE PROVISION OF THE SERVICES.

THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

15. TERM OF SERVICE AND TERMINATION

15.1 Service Term.

The application of these Terms commences on the date specified in the applicable Order Form and continues for the term stated therein or until Termination pursuant to this Section.

15.2 User Access.

Access for Users purchased by you commences on the start date specified in the applicable Order Form and continues for the term specified therein. Except as otherwise specified in the applicable Order Form, all Services shall automatically renew for additional periods equal to the expiring term or one (1) year (whichever is shorter), unless either party gives the other notice of non-renewal at least thirty (30) days before the end of the relevant term. Excluding one-time discounts and promotional pricing, the annual price increase shall not exceed Consumer Price Index plus five (5) percent.

15.3 Termination for Cause.

Either party may terminate the Agreement for cause: (i) upon thirty (30) days' prior written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors. Upon any termination for cause by Customer, USI shall refund to you any prepaid fees covering the remainder of the Service Term or Renewal Term after the effective date of termination. Upon any termination for cause by USI, you shall pay any unpaid fees covering the remainder of the Service Term or Renewal Term of any Order Form(s) after the effective date of termination. In no event shall any termination relieve you of the obligation to pay any fees payable to USI for any period prior to the effective date of termination.

15.4 Return of Your Data.

Upon written request by you made within thirty (30) days after the effective date of termination of the Services and at your cost, USI will return your data in the format used by USI. After such 30-day period, USI shall have no obligation to maintain or provide any of your data and shall thereafter, unless legally prohibited, delete all of your data in USI's systems or otherwise in USI's possession or under USI's control.

15.5 Surviving Provisions.

The Parties' rights and obligations which, by their nature, would continue beyond the termination of this Agreement shall survive such termination, including the rights and obligations created by the following clauses: Fees and Payment for Purchased Services, Ownership, Proprietary Rights and Use of Data, Confidentiality, Disclaimer, Indemnification, Limitation of Liability, Refund or Payment upon Termination, Return of Your Data, Who You Are Contracting With, Notices, Governing Law and Jurisdiction, and General Provisions.



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16. WHO YOU ARE CONTRACTING WITH, NOTICES, GOVERNING LAW AND JURISDICTION

16.1 Who You are Contracting With.

Who you are contracting with under these Terms, who you should direct notices to, what law will apply in any lawsuit arising out of or in connection with use of the Services, and which courts can adjudicate any such lawsuit, depend on where you are domiciled.

If you are domiciled in:	You are contracting with:	Notices should be sent to:	The governing law is:	The courts having exclusive jurisdiction are:
The United States, Canada, Mexico, or a country in Central or South America or the Caribbean	Ungerboeck Systems International, LLC	100 Ungerboeck Park O'Fallon, MO 63368 Attn: General Counsel Fax: +1-636-300-5607	Texas state law and applicable United States federal law	Brazos County, Texas, USA
In Asia or the Pacific Region (other than Mainland China, Hong Kong, Macau, and Taiwan)	Ungerboeck Systems International Pty Ltd.	Level 1, Suite 7 924 Gympie Road Chermside, QLD 4032 Australia	Australian law	Brisbane, Queensland, Australia
China	Guangzhou Ungerboeck Software Limited	Unit 814-817, 8/F, The Place No. 620 Xin Gang East Road, Haizhu District Guangzhou, 510030 China	P.R. China law	P.R. China
Hong Kong, Macau or Taiwan	Ungerboeck Systems International Ltd	1501-08 Millennium City 5 418 Kwun Tong Road Kwun Tong, Kowloon, Hong Kong	Hong Kong law	Hong Kong
A country in Europe, the Middle East Region or Africa	Ungerboeck Systems International GmbH	Kaiserstrasse 72 76133 Karlsruhe Germany	German law	Germany

16.2 Agreement to Governing Law and Jurisdiction.

You and USI agree to the designated governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts.



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17. GENERAL PROVISIONS

17.1 Export Compliance.

The Services, and any derivative content and technology we make available to you may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied party list. You shall not permit Users to access or use any Service or related content in a U.S. embargoed country (currently Cuba, Iran, North Korea, Sudan or Syria) or in violation of any U.S. export law or regulation.

17.2 Assignment.

Neither party may assign any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (including all Order Forms), without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then such other party may terminate the Agreement upon written notice. In the event of such termination, we will refund to you any prepaid fees covering the remainder of the term of the Agreement or any other agreements with USI. Subject to the foregoing, the Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

17.3 Relationship of the Parties.

You agree that USI is an independent contractor. Neither party will have the authority to, and will not, act as agent for or on behalf of the other party or represent or bind the other party in any manner. No partnership, franchise, joint venture, agency, fiduciary or employment relationship between you and USI is created by virtue of these Terms.

17.4 Third-Party Beneficiaries.

USI's licensors shall have the benefit of the protections and rights reserved herein with respect to the Services and related content. No other third-party beneficiaries are contemplated under this Agreement, and therefore none exist.

17.5 Force Majeure.

USI will not be deemed in default of any provision of these Terms or otherwise be held liable for any delay in or failure of its performance under these Terms if such delay or failure arises due to any event beyond its reasonable control, including without limitation acts of God, malicious or criminal acts, acts of the common enemy, weather conditions, earthquakes, floods, fires, labor disputes, changes in law, regulation or government policy, war, epidemics, riots, failures, difficulties or delays in transportation or communications, acts or omissions of vendors or suppliers, equipment failures, or any act or failure to act by Customer, its employees, agents, or contractors. The parties will promptly inform and consult with each other as to any event which in their judgment, may or could be the cause of a substantial delay in performance under these Terms. USI is not liable for excusable delay.

17.6 No Waiver.

No failure, neglect, or delay by you or USI in exercising any right under these Terms shall constitute a waiver of that right. A waiver or extension is only effective if it is in writing and signed by the party granting it.



Master Subscription Terms & Conditions

17.7 Severability.

In the event that a court of competent jurisdiction holds that a particular provision or requirement of these Terms is in violation of any applicable law, each such provision or requirement shall be enforced only to the extent it is not in violation of such law or is not otherwise unenforceable and all other provisions and requirements contained in these Terms shall remain in full force and effect.

17.8 Attorney's Fees.

You agree to pay any and all reasonable attorney's fees and/or collection costs incurred by USI in order to collect any fees or charges due to USI following your breach of **Section 9.2** (Invoicing and Payment).

18. SIGNATURES OF THE PARTIES

This agreement has been executed by the following Parties.

CUSTOMER

Ungerboeck Systems International, LLC

DocuSigned by:
Tim Daniels

Authorized Signature

Authorized Signature

DUANE PETERS

Tim Daniels

Typed or Printed Name

Typed or Printed Name

COUNTY JUDGE

CFO

Title

Title

12/28/22

12-29-2022 | 1:31:42 PM CST

Date

Date



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Purchasing NUMBER:
DATE OF COURT MEETING: 11/19/2024
ITEM: Approval of Renewal to Contract #25-079R for Emergency Notification System with OnSolve, LLC to extend the contract for an additional three years.
TO: Commissioners Court
FROM: Presley Nelson
DATE: 11/05/2024
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
Contract.pdf	Amendment	Backup Material
Origianl_Contract.pdf	Original Contract	Backup Material



ORDER FORM

This Order Form documents the purchase of Subscription Services and other Services being purchased by the customer listed below ("Customer") from OnSolve, LLC ("OnSolve"), and is entered into as of the date the Customer signs (the "Effective Date").

Initial Term: 3.00 year(s) commencing on the Service Start Date

Renewal Term: 3.00 year(s)

Service Start Date: September 13, 2024

Customer Information	Company Name:	Brazos County, TX
	Street Address:	200 S. Texas Avenue, Suite 218
	City, State, Zip, Country:	Bryan, TX, 77803, US
Billing Contact Purchase Order Number	Company Name:	Brazos County, TX
	Name:	Jason Ware
	Street Address:	200 S. Texas Avenue, Suite 218
	City, State, Zip, Country:	Bryan, TX, 77803, US
	Phone:	(979) 821-1010
	Email:	jware@brazoscountytexas.gov
Primary Contact <i>Note: this contact will be setup in the Services as an Administrator.</i>	Name:	Jason Ware
	Title:	Dept. Emergency Mgmt Coordinator
	Phone:	(979) 821-1010
	Email:	jware@brazoscountytexas.gov

Subscription Service Fees

Critical Communications

Item/Description	Order Term	Qty	Annual Price**	Term Total
CodeRED Standard Renewal	09/13/2024 - 09/12/2027	1	\$11,861.46	\$35,584.39
CodeRED SMS Texting	09/13/2024 - 09/12/2027	1	\$1,155.53	\$3,466.58
Data Import Services	09/13/2024 - 09/12/2027	1	\$577.76	\$1,733.29
CodeRED Weather Warning	09/13/2024 - 09/12/2027	1	\$0.00	\$0.00
CodeRED IPAWS Integration	09/13/2024 - 09/12/2027	1	\$0.00	\$0.00

Item/Description	Order Term	Qty	Annual Price**	Term Total
Critical Communications Subscription Fees				\$40,784.26

ORDER TOTAL	\$40,784.26
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Annual Fees

Year 1 Subscription Fees + Non-Recurring Service Fees	\$13,594.75
Year 2 Subscription Fees	\$13,594.75
Year 3 Subscription Fees	\$13,594.75

**The fees shown above may have been rounded to two decimal places for display purposes. As many as ten decimal places may be present in the actual price. The totals for this order were calculated using the actual price, rather than the fees displayed above, and are the true and binding totals for this order.

All pricing is in US Dollars unless otherwise specified.

Other Terms

<p>Notwithstanding anything to the contrary set forth in the Terms, the following terms apply for purposes of this Order Form:</p> <ul style="list-style-type: none"> • OnSolve reserves the right to increase the Subscription Fees and/or the Transaction Fees at the beginning of each Renewal Term. • Should the population change by ten percent (10%) or more during any Renewal Term, OnSolve reserves the right to increase the Subscription Fees and/or Transaction Fees accordingly.
--

This Order Form is governed by and subject to the plan and terms and conditions set forth in the Notification Services Subscription Agreement, as amended, by and between Brazos County and OnSolve, LLC with an effective date of September 13, 2017 (the "Terms"). Except as expressly amended hereby, the Terms shall continue in full force and effect. In the event of conflict between this Order Form and the Terms, this Order Form shall control. Capitalized terms not defined herein shall have the definitions ascribed to them in the Terms.

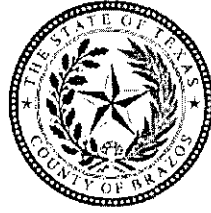
Brazos County, TX

By: 

Name: **DUANE PETERS**

Title: **COUNTY JUDGE**

Date: **11/19/2024**



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: _____ NUMBER: _____

DATE OF COURT MEETING: 9/12/2017

ITEM: Award and approval of contract for RFP # 17-048 Emergency Notification System per the recommendation of approved evaluation committee.

TO: Commissioners Court

DATE: 09/07/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
17-048 Tabulation.xlsx	Tabulation	Backup Material
References_Q_A_results.xlsx	Reference Q&A Results	Backup Material
Contract_ECN - Final.pdf	Contract	Backup Material
Contract_ECN - Final.pdf	Proposal - ECN	Backup Material

JD

NOTIFICATION SERVICES SUBSCRIPTION AGREEMENT

THIS NOTIFICATION SERVICES SUBSCRIPTION AGREEMENT which includes this Services Order with Schedule 1 and Exhibits A, B, and C (collectively, the "Exhibits"), attached hereto (collectively, the "Agreement") is made as of the last date signed below on the Exhibits (the "Effective Date"). This Agreement sets forth the terms and conditions under which Contractor (as defined below) will provide and County (as defined below) will receive access to the Notification Services (defined in Exhibit A).

SERVICES ORDER

Contractor Information: ("Contractor")	Contractor Name: ONSOLVE, LLC Entity Type: Limited Liability Company State of Incorporation: Delaware Contractor Address: 780 W. Granada Boulevard Ormond Beach, FL 32174
County Information: ("County")	County Name: Brazos County Entity Type: body politic State: Texas
County Business Contact:	Contact/Title: Charles Wendt/Purchasing Agent County Address: 200 South Texas Avenue, Suite 352 Bryan, TX 77803 Phone: (979) 361-4292 Email: cwendt@brazoscountytexas.gov
County Primary Contact:	<input checked="" type="checkbox"/> Check if contact is the same as the business contact Contact/Title: _____ Phone: _____ Email: _____
EU or Swiss Personal Data (defined in Exhibit A)?	Will County transmit any EU or Swiss Personal Data to or through the Notification Services? Check one: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No if yes, County must execute and comply with the Data Processing Addendum which will become part of this Agreement.

Payment Terms: Payment shall be in advance, within thirty (30) days from receipt of invoice, excluding any Fees billed in arrears. Unless otherwise specified on a County purchase order or below, Contractor will send invoices to the County Business Contact address above:

County Invoice Name:	Brazos County
Attention:	Beverly Murph
Address:	200 S. Texas Ave Suite 218
City, State, Zip:	Bryan, Tx 77803
Phone:	979-361-4350
Email:	bmurph@brazoscountytexas.gov

Preferred method of receiving invoices: Email US Mail

SUBSCRIPTION PERIOD: Three (3) Years

RENEWAL TERM: Three (3) Years


Item Description	QTY	Annual Price	Period	Total
<p>Notification Services</p> <p>CodeRED® - Standard – Messages COUNTY SUPPLIED DATA</p> <p>Includes:</p> <ul style="list-style-type: none"> • Unlimited Initiators • GIS (Target Recipients by Geographic Location) in Texas: Brazos County and Burleson County ("Notification Area") • Unlimited County Organizations • Unlimited Contact Groups • Access to Shared Telephony Port Pool • Launcher App (iPhone and Android) • Community Notification Enrollment Page (self-registration) • Five (5) Annual Live Web-based Remote Training(s) • Unlimited Pre-recorded Web-based Remote Trainings • System Maintenance and Notification Services Upgrades • System Wide Kick off call • One (1) Annual Contractor-Assisted Database Update for County data <p>It will be the sole responsibility of the County to provide data and request the Contractor-Assisted Database Update. This update does not include any manual data entry (eg, editing excel spreadsheets).</p> <ul style="list-style-type: none"> • 500 Messages for Testing <p>Messages used for testing are deducted from the Message bank. Provided County supplies Contractor with a credit form (available from Contractor) within 60 days from the date the Messages were used for testing, Contractor will credit the County's Message bank with such Messages. Contractor has the final right, with reasonable discretion, to determine whether the used Messages qualify as testing Messages.</p> <ul style="list-style-type: none"> • 500 pages each month for faxing 	1 Account	\$ 10,265.00	3 Years	\$ 30,795.00
<p>Foreign Message Translation ("FMT") for the Languages selected on Schedule 1:</p> <p>All Notifications must be input in English. Once specified, languages may not be changed, absent execution of an updated Schedule 1. ONLY those Users that have opted-in to the Notification Services will receive their selected FMT. Translation is supplied by a third party and is AS-IS. FMT will not be activated unless languages are selected and Schedule 1 is signed.</p>	3 Languages	Included	3 Years	Included
<p>CodeRED Weather Warning®</p> <p>CodeRED Weather Warning® ("CRWW") is an add-on to CodeRED® that includes automated Notifications generated from severe weather bulletins issued by the National Weather Service ("NWS"). CRWW Notifications are sent by matching the geographic locations associated with Users against the geographic polygon(s) associated with severe weather bulletins issued by NWS. CRWW Notifications are automatically launched 24 hours a day in response to the issuance of NWS severe weather bulletins. ONLY those Users that have opted-in to CRWW will receive CRWW Notifications. Consent for opt-in is required as set forth in the Agreement. CRWW Notifications are not deducted from Messages.</p>		Included	3 Years	Included
<p>IPAWS Submission App:</p> <p>The Integrated Public Alert Warning System ("IPAWS") Submission Application ("IPAWS App") is an add-on to CodeRED® that permits County to submit Notifications to IPAWS. IPAWS Notifications may be reviewed by the Federal Emergency Management Agency ("FEMA") to determine appropriate dissemination. County-designated Initiators with access to the IPAWS App shall be authorized by FEMA to use IPAWS. In order to use the IPAWS App, County agrees to provide Contractor, using best practices and secure means, with a copy of its IPAWS digital signature ("Signature") along with its associated keystore, Signature pass codes, application for IPAWS, and any other</p>		Included	3 Years	Included

information reasonably requested by Contractor to demonstrate County's compliance with FEMA. County authorizes Contractor to use and keep such information on Contractor's servers for the purpose of allowing County and Contractor to access, use and test IPAWS through the IPAWS App. County acknowledges and agrees that: (a) the dissemination of Notifications through IPAWS is not guaranteed nor controlled by Contractor, and is the sole responsibility of FEMA; (b) Contractor shall not be responsible or liable for the failure of Notifications to be disseminated through IPAWS; and (c) IPAWS may include additional features which are not supported through the IPAWS App (eg. the receipt of messages) and Contractor shall not be required to provide such additional features. IPAWS App Notifications are not deducted from Messages.				
Banks Messages are not transferable and do not carry over.				
Messages for the Notification Services Messages will be re-set yearly to the Annual amount specified.	45,000		Annual	Included
Transaction Fees*				
Additional Messages for the Notification Services In the event Messages are exhausted, Contractor will immediately refill the Messages with a block of 10,000 Messages.	1 Message	\$0.08		As Needed
Additional Pages for Faxing	1 Page	\$0.25		As Needed
Additional Features (will not be prorated for any partial year)				
GIS Custom Map (to be provided by County, and hosted by Contractor) GIS information must be in a standard format recognizable and electronically transferable to the Notification Services. A full GIS map must be provided to be used in the Notification Services	1 Custom Map	\$2,500.00	Annual	Upon Request
Additional Languages for FMT as selected on Schedule 1:	3 Languages	\$250.00	Annual	Upon Request
Commercial Data In the event County adds Commercial Data, this fee shall be due upon ROI and added to each future year. Once purchased, the Commercial Data may not be removed absent separate, written agreement. Contractor will perform Commercial Data accuracy updates 3 to 4 times per year. These updates ensure that the Commercial Data maintained by Contractor undergoes periodic accuracy checks using Contractor's most current in-house compiled database including, but not limited to, household addresses and telephone numbers. Commercial Data is subject to licensing requirements that do not permit Contractor to transfer ownership to County. Accordingly, the Commercial Data shall remain the sole and exclusive property of Contractor or its licensors.		Call for Pricing		Upon Request
Additional Insured Includes waiver of subrogation				Included
Non-Recurring Services				
Setup Fee One (1) hour minimum. Set up is complimentary for the first 60 days from the Effective Date	1 Hour	\$135.00		Waived for 60 Days
Additional Live Web-based Remote Trainings One (1) hour minimum	1 Hour	\$150.00		Upon Request
Onsite Training - US and Canada One (1) trainer, for up to eight (8) hours. County will pay for travel expenses in accordance with Exhibit A	1 Day	\$1,500.00		Upon Request
Additional Contractor-Assisted Database Updates or Manual Data Entry One (1) hour minimum.	1 Hour	\$100.00		Upon Request
Professional Services - Requires a SOW	1 Hour	\$135.00		Upon Request
Simulation testing and promotional all call		\$5,000.00		Upon Request
Total:				\$30,795.00
May be paid in annual installments of:				\$10,265.00


***Transaction Fees:**

- A Message includes System Minutes or SMS Texts.
 - "System Minute" means sixty (60) seconds of connected call time in the Notification Services. Call time will be deducted in six (6) second increments. Only connected calls including live, answering machine, voicemail and/or fax tone connections will result in call time deduction.
 - "SMS Text" means a short message service text having approximately (140) characters or less (may vary by carrier). SMS Texts are deducted per SMS message. Lengthy notifications that are broken into multiple SMS messages will incur multiple charges.
 - CodeRED® Mobile Alert App and Email Notifications will not be deducted from Messages.

ONSOLVE, LLC

Signed: 
Printed Name: Dominic Bongo
Title: Executive Vice President of Finance
Date: 9/13/17

BRAZOS COUNTY, TEXAS

Signed: 
Printed Name: Duane Peters
Title: County Judge
Date: 9/12/17



SCHEDULE 1 – FOREIGN MESSAGE TRANSLATION

Please select three (3) languages.

Selected Language
<input type="checkbox"/> Catalan (Catalan)
<input type="checkbox"/> Chinese (Simplified, PRC)
<input type="checkbox"/> Chinese (Traditional, Hong Kong S.A.R.)
<input type="checkbox"/> Chinese (Traditional, Taiwan)
<input type="checkbox"/> Danish (Denmark)
<input type="checkbox"/> Dutch (Netherlands)
<input type="checkbox"/> Finnish (Finland)
<input type="checkbox"/> French (Canada)
<input type="checkbox"/> French (France)
<input type="checkbox"/> German (Germany)
<input type="checkbox"/> Italian (Italy)
<input type="checkbox"/> Japanese (Japan)
<input type="checkbox"/> Korean (Korea)
<input type="checkbox"/> Norwegian, Bokmål (Norway)
<input type="checkbox"/> Polish (Poland)
<input type="checkbox"/> Portuguese (Brazil)
<input type="checkbox"/> Portuguese (Portugal)
<input type="checkbox"/> Russian (Russia)
<input checked="" type="checkbox"/> Spanish
<input checked="" type="checkbox"/> Spanish (Mexico)
<input checked="" type="checkbox"/> Spanish (Spain, International Sort)
<input type="checkbox"/> Swedish (Sweden)

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EXHIBIT A - TERMS

1. Certain Definitions.

- 1.1 "Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with, a party to this Agreement, where "control" means the control, through ownership or contract, of more than 50% of all the voting power of the shares entitled to vote for the election of the entity's directors or members of the entity's governing body; provided that such entity shall be considered an Affiliate only for the time during which such control exists; or (ii) the following entities in Burleson County, Texas. Affiliates do not have authority to make changes to County's account. .
- 1.2 "Applicable Law" means any domestic and/or foreign statute, ordinance, judicial decision, executive order, or regulation having the force and effect of law.
- 1.3 "Data Processing Addendum" means a data processing addendum in the form provided by Contractor and executed by the Parties that is applicable to the processing of data under this Agreement.
- 1.4 "Documentation" means any official, applicable documentation that Contractor provides to County (electronic or written, as available in the Notification Services' resource library).
- 1.5 "Emergency" or "Emergencies" means any matter regarding immediate harm to life and/or property.
- 1.6 "EU or Swiss Personal Data" means Personal Data of any European Economic Area (EEA) resident as defined under Directive 95/46/EC, and any successor thereto, or of any Swiss resident as the Swiss Federal Data Protection Act of 1992, and any successor thereto.
- 1.7 "Fees" means any fees due hereunder, including without limitation all Transaction Fees and Subscription Fees.
- 1.8 "Initiator" means an individual person or application capable of creating and issuing Notifications through the Services.
- 1.9 "Notifications" means messages issued by an Initiator through the Notification Services, whether or not responded to by Recipient.
- 1.10 "Notification Content" means all content, data, text, messages and other material contained in a Notification.
- 1.11 "Notification Services" means Contractor's System-based, Internet-accessed notification services to set up and send Notifications, as listed on the Services Order.
- 1.12 "Recipient" means an individual person capable of only receiving and responding to Notifications and, if permitted, updating its own user profile.
- 1.13 "Representatives" means County's employees and consultants and County's Affiliates and its employees.
- 1.14 "Sensitive Data" means any personally identifiable information relating to health/genetic or biometric information; religious beliefs or affiliations; political opinions or political party membership; labor or trade union membership; sexual preferences, practices or marital status; national, racial or ethnic origin; philosophical or moral beliefs; criminal record, investigations or proceedings or administrative proceedings; financial, banking or credit data; date of birth; social security number or other national id number, drivers' license information; or any other "sensitive data" category specifically identified under any Applicable Laws.
- 1.15 "Services" means the Notification Services and related services provided by Contractor under this Agreement.
- 1.16 "Services Order" means the order attached hereto.
- 1.17 "Standard Personal Information" means name, business contact details (work telephone number, cell phone number, e-mail address and office address and location), personal contact details (home telephone number, cell phone number, other telephone, e-mail address and physical address), geolocation, and employee ID or other non-identifying ID number.
- 1.18 "Subscription Fee" means the fees for access to and use of the Notification Services.
- 1.19 "Subscription Period" means the subscription period specified on the Services Order.
- 1.20 "System" means the software, hardware, and infrastructure collectively used by the Notification Services, which may include third-party components.
- 1.21 "Transaction Fee" means the fees for individual transactions of sending and/or receiving Notifications to and from devices.
- 1.22 "User(s)" is the collective term for Initiator(s) and Recipient(s). User subscriptions are for designated Users and cannot be shared or used by more than one User, but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services.

2. SCOPE OF THE SERVICES.

2.1 **Notification Services.** Subject to the terms of this Agreement, Contractor will provide County with access to use the Notification Services for communicating matters involving Emergencies and information of public interest and concern, and only in accordance with the Contractor's Documentation. Only County and its Representatives may act as Initiators. All use of the Notification Services through County's account, whether by County or its Representatives or due to County or its Representatives' failure to maintain account security, are subject to the restrictions set forth in this Agreement, and County shall be responsible for (i) all Fees accruing from the use of the Notification Services as described herein, and (ii) all actions made through its account as described herein. County may not, and may not allow or assist any other entity to, sublicense, assign, transfer, distribute, rent or sell use or access the Notification Services, whether as a service bureau or otherwise,

or remove, alter or obscure any product identification, copyright or other notices. County agrees that all communications with Contractor under this Agreement will be with the County only; County will be responsible for all contact with Affiliates covered by this Agreement.

2.2 Support for the Notification Services. Contractor will provide to County the technical support, maintenance, and generally available updates for the Notification Services. County shall not contract with or otherwise allow a third party to provide assistance or support for the Notification Services without the prior written consent of Contractor.

2.3 Service Components. County shall not, and shall not allow or assist any other entity to, decompile, disassemble, or otherwise reverse engineer or attempt to discover any source code or underlying ideas of any component of the Notification Services, or modify any component of the Notification Services, except to the extent (but only to such extent) that applicable law prohibits such restrictions.

2.4 Audit. During the Term of this Agreement and for a period of four (4) years thereafter, each party shall have the right (at its own expense, upon reasonable notice, and no more frequently than once per calendar year unless prior breach has been uncovered) to conduct or have a third party auditor conduct an inspection of each party's compliance (including any other persons or entities that are permitted to use or access the Notification Services) with this Agreement. Each party will, and shall cause its Representatives, to cooperate in good faith with such audit activities. In the event an audit uncovers a breach of this Agreement, the breaching party agrees to pay the non-breaching party the costs of such audit within ten (10) days of receipt of notice of the results of such audit and the costs therefor.

2.5 Professional Services. From time to time, County may engage Contractor to provide certain professional services ("Professional Services"), such as marketing, implementations, software testing and custom modifications, related to Contractor's Notification Services. Each such engagement of Professional Services will be described in a statement of work ("SOW") that must be accepted in writing by an authorized representative of each party. In the event of a conflict between the terms provided in this Agreement and the terms of any SOW, the terms of this Agreement will prevail, except that the terms of the SOW shall prevail over conflicting terms of this Agreement (but only with respect to such SOW) where the SOW explicitly identifies such conflicting terms and confirms the intent of the parties to supersede or modify the conflicting term of this Agreement.

3. FEES AND PAYMENT.

3.1 Fees and Expenses. County shall pay the Fees and expenses as set forth in the Services Order. If applicable, all reasonable and customary travel related expenses, such as airfare, hotel, transportation, and meals will be billed to County for any on-site work performed under this Agreement. If travel expenses are incurred, Contractor will make reasonable efforts to hold travel costs to a minimum.

3.2 Payment and Taxes. Unless otherwise specified on the Services Order, Contractor will invoice County for all Fees and reimbursable expenses incurred under this Agreement as set forth on the Services Order, and all invoiced amounts will be due and payable thirty (30) days after the date of the invoice. Overdue amounts will be subject to a late payment charge at the lesser of one and one half percent (1.5%) per month or the highest rate permissible under applicable law for the actual number of days elapsed from the date due. All billing and payment will be in United States dollars only. All payments hereunder are exclusive of all taxes, and County agrees to pay any taxes, whether foreign, federal, state, local or municipal that may be imposed upon or with respect to the Services performed or technology provided hereunder, exclusive of taxes on Contractor's net income.

4. TERM AND TERMINATION.

4.1 Term. Unless earlier terminated in accordance with the terms of this Agreement, the initial term of this Agreement will commence on the Effective Date and continue until the end of the Subscription Period listed on the Services Order, and thereafter will automatically renew for successive Renewal Terms listed on the Services Order unless either party provides written notice (in accordance with the terms of this Agreement) of termination at least thirty (30) days prior to the end of the Subscription Period or then-current Renewal Term (the Subscription Period and all Renewal Terms, collectively, the "Term"). Renewal Terms shall be on the same terms and conditions as herein, except as otherwise specified on the Services Order.

4.2 Termination. If either party defaults in the performance of or compliance with any of its material obligations under this Agreement and such default has not been remedied or cured within thirty (30) days after written notice of such default, the non-defaulting party may immediately terminate this Agreement in addition to its other rights and remedies.

4.3 Suspension. Contractor may suspend the provision of the Notification Services to County under this Agreement: (a) effective immediately upon notice if County breaches any provision under Section 8. (County Restrictions); or (b) if County fails to pay any portion of the Fees within fifteen (15) days after receiving written notice from Contractor that payment is past due. Such suspension shall not otherwise modify or lengthen the Term of this Agreement, nor shall any rights or obligations hereunder be waived during the suspension period.

4.4 Effects of Termination. Upon termination or expiration of this Agreement, (i) Contractor will upon written request of County, erase County data from the production servers controlled by Contractor to provide the Notification Services; provided, however, that data from production servers is backed up nightly to back-up servers that automatically store such data for up to seven years after it is transferred to the back-up servers from the production servers, (ii) County will immediately pay to Contractor all amounts due and payable prior to the date of such termination and, except in the event of termination by County due to breach by Contractor, all unpaid Subscription Fees that would become due under the then-



current Subscription Period if such termination did not occur, (iii) Contractor shall retain any Subscription Fees paid by County, except in the event of termination by County due to breach by Contractor, wherein Contractor will refund an amount equal to the prorated amount of Subscription Fees paid for the remainder of the Term, less any expenses for Transactions completed prior to the date of termination, which shall be calculated based upon the Transaction Fees on the Services Order, (iv) County shall immediately cease all use of the Notification Services and return or destroy all copies, extracts, derivatives and reflections of the Notification Services, and upon Contractor's request, provide a written notice signed by an executive officer authorized to bind County that certifies that County has fully complied with this clause, and (v) remedies for breach, rights to accrued payments and Sections 1 (Certain Definitions), 2.4 (Audit), 3. (Fees and Payment), 4.4 (Effects of Termination), 5 (Ownership), 7 (Confidentiality and Data Security), 8.2 (Liability for Content), 11 (Indemnification), 12 (Limitation of Liability), and 13 (General) will survive.

5. **OWNERSHIP.** All rights not expressly granted to County herein are expressly reserved by Contractor. As between the parties, the Notification Services and the System are and will remain exclusive property of Contractor and its licensors. Contractor shall own any and all developments, inventions and work product created under any Professional Services. Notification Content shall be owned by County. Contractor shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the Notifications Services or System any suggestions, enhancement requests, recommendations or other feedback provided by County, including Users, relating to the Notification Services or System. Users are subject to Contractor's terms of service and privacy policy available on Contractor's website.

6. **SYSTEM MONITORING.** Contractor expressly reserves the right to monitor any and all use of the Notification Services. Contractor may gather System data for the purpose of optimizing the Notification Services. This information includes, but is not limited to, data regarding memory usage, connection speed and efficiency. Contractor shall have no obligation to monitor the Notification Content, but reserves the right to monitor the Notification Services for purposes of verifying compliance with the terms of this Agreement.

7. **CONFIDENTIALITY AND DATA SECURITY.**

7.1 **Confidential Information.** During the course of this Agreement, each party may have access to confidential, proprietary or trade secret information disclosed by the other party, including, without limitation, ideas, trade secrets, procedures, methods, systems, and concepts, whether disclosed orally or in writing or stored within the System, or by any other media ("Confidential Information"). Any information related to the Notification Services or System shall be deemed to be the Confidential Information of Contractor, and any Notification Content shall be deemed to be the Confidential Information of County. Each party (the "Receiving Party") acknowledges that the Confidential Information of the other party (the "Disclosing Party") contains valuable trade secrets and other proprietary information of the Disclosing Party and that any such Confidential Information will remain the sole and exclusive property of the Disclosing Party. Each party will use the Confidential Information provided hereunder only for the purpose for which it was provided, restrict disclosure of Confidential Information solely to its employees and contractors with a need to know, not disclose such Confidential Information to any other entities, and otherwise protect the Confidential Information with no less restrictive measures than it uses to protect its own confidential and proprietary information. Information will not be deemed "Confidential Information" if such information: (a) is generally available to the public (other than through breach of this Agreement); (b) is received from a third party lawfully empowered to disclose such information without being subject to an obligation of confidentiality; or (c) was rightfully in the Receiving Party's possession free of any obligation of confidence at the time it was communicated to the Receiving Party. Notwithstanding the above, the Receiving Party will not be in violation of the confidentiality restrictions herein with regard to a disclosure that was in response to a valid order by a court or other governmental body, provided that the Receiving Party provides the Disclosing Party with prompt written notice prior to such disclosure where reasonably possible in order to permit the Disclosing Party to seek confidential treatment of such information.

7.2 **Data Restrictions.** The terms of this Section apply notwithstanding anything else.

(a) County acknowledges and agrees that Contractor does not require or "pull" any specific data from County, that County controls which data and content is input through the use of the Notification Services and which data is sent and to whom such data is sent, and that Contractor has no obligation to monitor the content of any data or content. County shall be responsible for procuring any necessary consents and making any notifications under Applicable Law with respect to the provision of the data to Contractor and the processing of such data by Contractor through the Notification Services. Upon request of Contractor, County will provide Contractor with documentation to support such consent.

(b) County acknowledges and agrees that (i) Contractor's System and Notification Services are not intended to transmit Sensitive Data, or health-related or financial-related information (including nonpublic information collected by financial institutions subject to regulations specific to the conduct of financial services), and (ii) that Contractor only specifically tracks the privacy regulations of the United States, Canada, and the European Economic Area, Switzerland and Japan with respect to the Standard Personal Information and shall have no obligations with respect to privacy regulations in other countries or for other types of data.

(c) County agrees that it shall not, under any circumstances, transmit or store any Sensitive Data to or through the Notification Services.

(d) County shall not transmit or store any EU or Swiss Personal Data to or through the Notification Services unless County has executed the Data Processing Addendum with Contractor, and in such case County shall fully comply with the Data Processing Addendum.

(e) County understands and agrees that private citizens and other persons may voluntarily contribute their contact information to Contractor for use in the Notification Services, and that certain individuals may designate that this data be transferred to County (such designated data, the "Resident Data"). Contractor agrees that it will, upon termination of this Agreement and the request of County, provided all Fees due hereunder are paid in full, transmit the Resident Data, one (1) time, to County at no charge.

7.3 **Hosted Security.** Contractor maintains, and will continue to maintain throughout the Term of this Agreement, security measures to protect County data and prevent unauthorized access in accordance with its then-current policies.

8. **COUNTY RESTRICTIONS.** This Section includes pass-through terms from certain Contractor vendors to provide telephony, facsimile, GIS and/or Short Message Service (SMS) Transactions to County and as such, Contractor may modify these terms upon thirty (30) days written notice to County if reasonably necessitated due to changes by the third party providers. Failure to comply with these terms could result in the termination of certain critical services from Contractor's suppliers which would impact all of Contractor's customers; thus, in the event that County breaches any of such terms or conditions, Contractor may suspend the provision of the Notification Services if, in Contractor's reasonable determination, suspension is reasonably necessary to avoid liability or termination of a contract with one of Contractor's suppliers.

8.1 **Acceptable Use Policy.** County shall use the Notification Services in compliance with all Applicable Laws. The Notification Services may be used solely for the transmission of Notifications. County shall comply with the terms set forth in Exhibit B (Acceptable Use Policy) attached hereto.

8.2 **Liability for Content.** County shall be responsible for, and under no circumstances will Contractor or Contractor's Affiliates or any of their licensors or suppliers be responsible, for any loss, damage or liability arising out of any Notification Content, including any mistakes contained in the Notification Content or the use or subject matter of the Notification Content. Further, County is responsible for any Notifications that are sent through its accounts (other than if caused by the System itself or breaches by Contractor).

8.3 **Security of Account.** County agrees to maintain all security regarding its (and its Users') account ID, password, and connectivity with the Notification Services. If County's account ID or password are stolen, or otherwise compromised County is obligated to immediately change the password and inform Contractor of the compromise.

9. **LIMITED WARRANTY AND DISCLAIMER.** Contractor warrants that: (a) the Notification Services will perform materially in accordance with its Documentation and Exhibit C, attached hereto; and (b) Contractor shall provide the Services in a professional and diligent manner. In the event the Notification Services fail to perform materially in accordance with its Documentation (a "Program Error"), Contractor agrees, for the Term of this Agreement, to use commercially reasonable efforts to correct, cure or otherwise remedy, at Contractor's option, such Program Error at Contractor's sole expense, provided such Program Error was not caused due to County's failure to use the Notification Services in accordance with the terms of this Agreement. County agrees to cooperate and work closely with Contractor in a prompt and reasonable manner in connection with Contractor's correction efforts. County's sole remedy for any breach of warranty under this section will be to have Contractor use its commercially reasonable efforts to cure such breach as provided herein. If Contractor fails to remedy the breach within one (1) month, County may terminate this Agreement and Contractor will promptly refund any unused portions of prepaid Subscription Fees, if any (less any expenses for usage accrued prior to the date of termination). EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SERVICES AND SYSTEM ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. CONTRACTOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE SERVICES OR SYSTEM, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR SYSTEM WILL BE PROVIDED ERROR FREE OR WITHOUT INTERRUPTION, THAT ALL NOTIFICATIONS WILL BE DELIVERED, OR THAT THE NOTIFICATION SERVICES WILL WORK WITH, OR BE SUPPORTED WITH RESPECT TO, ALL PROTOCOLS, NETWORKS OR OPERATING SYSTEMS OR ENVIRONMENTS.

10. **CHANGES TO THE NOTIFICATION SERVICES.** Contractor may modify or delete any features of the Notification Services in any manner that (i) does not have an adverse impact on the Notification Services or (ii) may be necessary to meet any applicable legal, regulatory, or industry-standard requirements or demands. Contractor shall notify County at least fifteen (15) days in advance of such changes to the Notification Services under clause (ii) that have an adverse impact on the Notification Services.

11. INDEMNIFICATION.

11.1 **By Contractor.** Contractor will defend, indemnify, and hold harmless County and its employees (collectively, "County Indemnitees"), from and against any and all liabilities, claims, damages, losses, costs and expenses (including reasonable attorney's fees) owing to third parties (collectively, "Liabilities") suffered or sustained by a County Indemnitee, or to which a County Indemnitee becomes subject, arising out of or incurred as a result of (a) any infringement of any third party's patent, copyright, trademark, or trade secret rights by the Notification Services or the System provided by Contractor under this Agreement (other than to the extent based on any Notification Content or any modifications to the Notification Services or System made by County), (b) breach of Section 7.3 (Hosted Security) by Contractor; or (c) gross negligence or willful misconduct by Contractor. The foregoing obligation of indemnification does not apply with respect to the Notification Services or the System or portions or components thereof (i) that Contractor did not supply, (ii) that are combined with other

products, processes or materials where the infringement or misappropriation relates to such combination, unless Contractor expressly authorized such combination, (iii) to the extent that County continues allegedly infringing activity after being provided modifications that would have avoided the alleged infringement, or (iv) where County's use of the Notification Services or System is not strictly in accordance with this Agreement. In the event Contractor believes that the System or Notification Services are, or are likely to be, the subject of an infringement claim, Contractor may, at its option, (1) procure for County the right to continue using the Notification Services under this Agreement, (2) replace or modify the System or Notification Services so that it becomes non-infringing but substantially equivalent in functionality and performance, or (3) if neither clause (1) or (2) are reasonably feasible in spite of Contractor's reasonable efforts, terminate this Agreement and the rights granted herein and refund to County a prorated portion of the Subscription Fees based on the remaining unused portion of the prepaid Subscription Period, less any expenses for usage accrued prior to the date of termination. The foregoing obligations are Contractor's only obligations and liability in connection with infringement by the System or Notification Services.

11.2 **By County.** County will defend, indemnify, and hold harmless Contractor and Contractor's Affiliates, licensors and suppliers (collectively, "Contractor Indemnitees") from and against any and all Liabilities suffered or sustained by a Contractor Indemnitee, or to which a Contractor Indemnitee becomes subject, arising out of or incurred as a result of: (i) any breach of Section 2.1 (Notification Services), Section 7.2 (Data Restrictions) (including the Data Processing Addendum, if applicable) or Section 8 (County Restrictions) by County; (ii) gross negligence or willful misconduct by County; and (iii) County's and its Users' use of the Notification Services or any component thereof, including any Notification Content and any use of the Notification Services to transmit or store any Sensitive Data.

11.3 **Indemnification Procedures.** Each party seeking indemnification hereunder shall provide the other party with: (i) prompt written notice of any claim for which indemnification is sought; (ii) complete control of the defense and settlement of such claim; and (iii) reasonable assistance and cooperation in such defense at the indemnifying party's expense. In any proceeding the indemnified party shall have the right to retain, at its expense, its own counsel. Notwithstanding the foregoing, the indemnifying party may not enter into a settlement of a claim that involves a remedy other than the payment of money by the indemnified party without the indemnified party's written consent.

12. **LIMITATION OF LIABILITY.** EXCEPT WITH RESPECT TO OBLIGATIONS UNDER SECTION 11 (INDEMNIFICATION), OR FOR ANY BREACH OF SECTION 7 (CONFIDENTIALITY AND DATA SECURITY) OR SECTION 8 (COUNTY RESTRICTIONS), (I) NEITHER PARTY (OR ITS AFFILIATES, OR ITS OR THEIR LICENSORS OR SUPPLIERS) WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY LOSS OF USE, LOSS OF BUSINESS, COST OF PROCUREMENT OF SUBSTITUTE SERVICES OR LOSS OF PROFIT OR REVENUE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND THE SERVICES RENDERED HEREUNDER (HOWEVER ARISING, INCLUDING NEGLIGENCE), EVEN IF THE PARTIES ARE AWARE OF THE POSSIBILITY OF SUCH DAMAGES, AND (II) EXCEPT AS SET FORTH HEREIN, EACH PARTY'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT AND THE SERVICES RENDERED HEREUNDER, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED (IN THE CASE OF CONTRACTOR LIABILITY) ANY FEES PAID BY COUNTY TO CONTRACTOR, OR (IN THE CASE OF COUNTY LIABILITY) ANY FEES PAID OR OWED BY COUNTY UNDER THIS AGREEMENT, DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE FIRST NOTICE IS PROVIDED BY EITHER PARTY REFERENCING THE RELEVANT CLAIM HEREUNDER. EXCEPT WITH RESPECT TO GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL CONTRACTOR TOTAL CUMULATIVE LIABILITY FOR ANY BREACH OF SECTION 7 (CONFIDENTIALITY AND DATA SECURITY) EXCEED THREE TIMES (3X) THE FEES PAID BY COUNTY UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE FIRST NOTICE IS PROVIDED BY COUNTY REFERENCING THE RELEVANT CLAIM HEREUNDER. County understands and agrees that the limitation of liability in this Agreement for Contractor is reasonable and that Contractor would not enter into this Agreement without such limitations.

13. GENERAL.

13.1 **Export Compliance.** The Notification Services, System, and other Contractor technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. County represents that it is not named on any U.S. government denied-party list. County will not permit any User to access or use the Notification Services in a U.S.-embargoed country (currently Cuba, Iran, North Korea, Sudan or Syria) or in violation of any U.S. export law or regulation, and will not permit any U.S.-sanctioned persons or entities to act as Users.

13.2 **Force Majeure.** Neither party will be in default or otherwise liable for any delay in or failure of its performance under this Agreement if such delay or failure arises by any reason beyond its reasonable control, including any act of God, or any acts of the common enemy, the elements, earthquakes, floods, fires, epidemics, riots, failures or delays in transportation or communications, or any act or failure to act by the other party, its employees, agents or contractors; provided, however, that the foregoing shall not excuse any failure of Contractor to maintain its redundant hosted sites, unless such event impacts all redundant site locations. The parties will promptly inform and consult with each other as to any of the above causes, which in their judgment may or could be the cause of a substantial delay in the performance of this Agreement.

13.3 **General.** Each party to this Agreement agrees that any dispute arising under this Agreement shall be submitted to binding arbitration according to the rules and regulations of, and administered by, the American Arbitration Association, and

that any award granted pursuant to such arbitration may be rendered to final judgment. Notwithstanding anything herein, either party may seek injunctive relief and the enforcement of judgments in any court of competent jurisdiction, no matter where located. The prevailing party in any action to enforce or interpret this Agreement shall be entitled to recover costs and expenses including, without limitation, attorneys' fees, whether in arbitration, a court of first jurisdiction and any courts of appeal.

13.4 **Independent Contractors.** County and Contractor are independent contractors and nothing in this Agreement will be deemed to create any agency, employee-employer relationship, partnership, or joint venture between the parties. Except as otherwise specifically provided in this Agreement, neither party will have or represent that it has the right, power or authority to bind, contract or commit the other party or to create any obligation on behalf of the other party.

13.5 **Notices.** All notices and consents required or permitted under this Agreement must be in writing; must be personally delivered or sent by registered or certified mail (postage prepaid), by overnight courier or other nationally recognized carrier, or by facsimile (receipt confirmed), in each case to the appropriate party listed below and, if not indicated, at the address set forth on the signature page of this Agreement, and will be effective upon receipt. Each party may change its address for receipt of notices by giving notice of the new address to the other party.

To Contractor	
Contractor:	ONSOLVE, LLC
Attention:	Legal Notices
Address:	780 W. Granada Boulevard
City, State, Zip:	Ormond Beach, FL 32174
Phone:	866-939-0911
Fax:	386-676-1127
To County	
County:	See County Business Contact on Services Order
Attention:	
Address:	
City, State, Zip:	
Phone:	
Fax:	

13.6 **Publicity.** Contractor may issue one (1) press release within thirty (30) days of the Effective Date of this Agreement announcing the existence of this Agreement and generally describing the terms hereof or as otherwise mutually agreed by the parties. During the Term of this Agreement, Contractor may use County's name and logo on the Contractor web site and in Contractor's collateral marketing materials relating to the Notification Services to simply identify County as a purchaser of the Services, provided however, that in the event Contractor's purported use of County's name and/or logo includes more than just basic identification of County, Contractor shall provide County with a copy of such content for approval, such approval not to be unreasonably withheld.

13.7 **U.S. Government End Users.** As defined in FAR section 2.101, DFAR section 252.227-7014(a)(1) and DFAR section 252.227-7014(a)(5) or otherwise, *all software* and accompanying documentation provided in connection with this Agreement are "commercial items," "commercial computer software," and or "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, disclosure or distribution thereof by or for the U.S. Government shall be governed solely by the terms of this Agreement. County will ensure that each copy used or possessed by or for the government is labeled to reflect the foregoing.

13.8 **Severability.** If any provision of this Agreement is held by a court of law to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining provisions of this Agreement will not be affected or impaired thereby and the illegal, invalid, or unenforceable provision will be deemed modified such that it is legal, valid, and enforceable and accomplishes the intention of the parties to the fullest extent possible.

13.9 **Waivers.** The failure of either party to enforce any provision of this Agreement, unless waived in writing by such party, will not constitute a waiver of that party's right to enforce that provision or any other provision of this Agreement.

13.10 **Entire Agreement.** This Agreement supersedes all prior discussions, understandings and agreements with respect to the subject matter and shall take precedence over any conflicting terms in a purchase order and related documentation such as order acknowledgement forms. Only a further writing that is duly executed by both parties may modify this Agreement.

13.11 **Counterparts.** This Agreement may be executed in facsimile and in counterparts.

13.12 **Construction.** The headings contained in this Agreement shall not affect the interpretation of this Agreement and are for convenience only. County agrees that this Agreement shall not be construed against Contractor as the drafter, and that County has read and understands this Agreement, and had the opportunity to review this Agreement with legal counsel.

13.13 **Signatures.** Contractor and County each represent and warrant that the individual signing on behalf of such party has full authority to cause such party to enter into and be bound by the terms of this Agreement and that the execution of this Agreement has been properly made in accordance with any applicable laws, ordinances, rules, regulations, and governing documents by which such party may be bound.

End Exhibit A

EXHIBIT B – ACCEPTABLE USE POLICY

I. General Terms.

1.1 All Notification Content is County's sole responsibility. County is solely responsible for the integrity and quality of the Notification Content.

1.2 County shall be responsible for procuring any necessary consents with respect to the provision of any data transmitted through the Notification Services or System.

1.3 County shall use any data it uploads into the Notification Services in accordance with any and all restrictions applicable to such Data and all Applicable Laws.

1.4 County will use and permit its Users to use the Notification Services in accordance with this Agreement and all Applicable Laws, including without limitation the Telephone Consumer Protection Act, Fair Debt Collections Practices Act, Federal Communications Commission ("FCC") or Federal Trade Commission ("FTC") rules or regulations and any and all other Applicable Laws related to pre-recorded telephone and/or text messages and the use of automated dialing equipment.

1.5 County will include, at the beginning of each Notification, its official business or government name. County will include, at the end of each Notification, a telephone number for County.

1.6 County will not send any Notifications to mobile devices owned by a User unless County has obtained such User's "opt-in" consent to receive pre-recorded, telephone and text Notifications using automated dialing equipment. The Services include a website that allows for Users to opt-in.

1.7 County must provide Users with a simple mechanism for opting out or unsubscribing from receiving Notifications, including information on how to "opt-out" or unsubscribe. Contractor's website includes a link to opt-out.

1.8 County will not send Notifications to phone numbers that are emergency numbers and/or other numbers that may not be called using automated dialing equipment under Applicable Law.

1.9 County will not send any Notification Content that it knows, or has reason to know: (i) infringes another's rights in intellectual property; (ii) invades any privacy laws including without limitation another's right to privacy and/or any privacy policies of County or any third-party; and/or (iii) justifies a complaint to the FCC and/or FTC.

1.10 County will not, and will not permit its Users or any third parties to: (i) engage or facilitate any unethical, deceptive or misleading practices in connection with the use of the Notification Services; (ii) use the Notification Services in connection with any telemarketing, solicitations, donations, sales, spamming or any unsolicited messages (commercial or otherwise); and/or (iii) provide Notification Content to be transmitted in the Notification Services which: (a) is defamatory, libelous, obscene, pornographic, or is otherwise harmful; (b) promotes violence, discrimination, illegal activities, gambling, alcoholic beverages, guns or tobacco; and/or (c) contains or otherwise links to viruses, worms, cancelbots or any other harmful code or computer programs designed to disrupt the functionality of any computer software or hardware or telecommunications equipment.

1.11 In the event the Notification Services include SMS Texts, County may send SMS Texts in text format only.

1.12 County acknowledges and agrees that Notifications may not be delivered to the phone if not in range of a transmission site, or if sufficient network capacity is not available at a particular time. Even within a coverage area, factors beyond the control of the carrier may interfere with message delivery, including the County's equipment, terrain, proximity to buildings, foliage, and weather. County acknowledges that urgent Notifications may not be timely received and that the carrier does not guarantee that messages will be delivered.

1.13 County acknowledges that Contractor may block Notifications (eg. based on instructions from Users, carriers, aggregators, government agencies, etc.). In the event that County requests that Contractor permit Notifications to go to any such blocked numbers, County shall indemnify and, at Contractor's request, defend Contractor with respect to any claim made by a third party with respect to such Notifications.

2. Third Party Terms. County agrees to the terms set forth in documents found at the following links, as applicable:

- (i) Google's Legal Notices (http://maps.google.com/help/legalnotices_maps.html);
- (ii) Google's Acceptable Use Policy (AUP) (http://maps.google.com/help/legalnotices_maps.html);
- (iii) Google's Maps Terms (http://maps.google.com/help/terms_maps.html);
- (iv) Google's Maps and Earth Enterprise Universal Acceptable Use Policy (https://enterprise.google.com/maps/terms/universal_aup.html);
- (v) ESRI Terms (<http://www.esri.com/legal>);
- (vi) National Weather Service Disclaimer (<http://www.weather.gov/disclaimer>);
- (vii) Microsoft Services Agreement (<https://www.microsoft.com/en-us/servicesagreement>);
- (viii) Microsoft Translator Privacy Statement (<https://www.microsoft.com/EN-US/privacystatement/Translator/Default.aspx>)

End Exhibit B

EXHIBIT C – SERVICE LEVEL AGREEMENT

1. Introduction

Contractor's CodeRED® system is a high-speed, high-performance, reliable emergency notification solution (the "CodeRED System").

2. System Availability

Maintaining an operational system for customers is Contractor's highest priority. As such, all commercially reasonable efforts will be utilized to provide 99.99% System Availability or greater per quarter¹ for the CodeRED System. The System Availability rate reflects all CodeRED System downtime caused through fault of Contractor, including all unscheduled maintenance and unscheduled outages, but excluding force majeure, Maintenance as described below, and/or downtime due to County errors, including but not limited to data corruption, misuse, negligence, and/or failure to provide necessary information.

3. System Performance

Contractor will make the minimum number of notification attempts² to the contacts specified by County for County notifications as described in the table below. Contractor will make each of: 1) 250,000 Voice notification attempts; 2) 240,000 Text message notification attempts; and 3) 50,000 Email notification attempts, within any 60 minute period, using the standard configuration listed below.

Mode	Period	Minimum # of notification attempts ¹	Configuration
Voice (telephone)	60 minutes	250,000	30 second message duration
Text message	60 minutes	240,000	140 character
Email	60 minutes	50,000	500 character text email

The CodeRED System can also immediately push notifications directly to the mobile provider network through the CodeRED® Mobile Alert App

4. Maintenance

Scheduled maintenance ("Maintenance") is designed to be seamless and not apparent to the County. The CodeRED System utilizes a triple redundant (active/active/active) configuration to provide the highest levels of reliability, security and networking. Contractor may periodically conduct routine Maintenance or implement upgrades to the CodeRED System as needed to maintain System Availability and performance. In the unlikely event Maintenance results in downtime, Contractor will provide commercially reasonable notice in advance.

5. County Support

Contractor agrees to provide continuity of service to County at all subscribed service levels. Contractor's dedicated team of experienced, knowledgeable and skilled in-house representatives are available 7 days a week, 24 hours a day and 365 days a year to assist with answering questions and to provide ongoing training and support for the CodeRED System. Our team will also proactively contact the County for weather events or other events of significance.

During Contractor's Normal Business Hours, Contractor's customer support representatives are available by dialing our toll-free number (866-939-0911). After hours support is available by dialing our After-Hours number (800-336-3410).

¹ Using the calendar quarter commencing on January 1st of each year.

² All broadcast are released from network to appropriate last mile providers to fulfill each element of the notification service. Minimum number does not apply when County utilizes the managed capacity throttle mechanism to improve notification throughput.

6. Issue Resolution Standards

Contractor's mission to be Real-Time Ready™ is a personal commitment to our customers and their constituents. Contractor maintains a 24x7 Network Operations Center ("NOC") to monitor and proactively address issues detected within the data centers. In many cases, the NOC will detect issues before any customers are impacted.

The Severity response level Contractor will apply to an incident or request as well as notification time frames may change at any time based on the currently available information. If the Severity of an incident changes, notification procedures, as defined below, will be met according to the newly assigned Severity. While Contractor will always take County urgency into account, Contractor reserves the right to classify the Severity of each incident.

For Severity 1 and 2, Contractor uses internal escalation processes to collect data center management, technical experts and executive management in order to resolve the issue as quickly as possible. Due to the complexity of the system and our dependence on 3rd party service providers, Contractor cannot commit to specific resolution times for all incidents regardless of Severity.

Severity 1

A Severity 1 (S1) incident is declared when:

- 5 or more customer accounts are unable to launch notifications using any media type;
- Weather warnings (if applicable) are unable to be delivered within 20 minutes;
- Contractor personnel are unable to re-launch any customer notifications; or
- Customer data is corrupted, lost and cannot be immediately recovered.

Upon the occurrence of an S1, Contractor's Client Services personnel will contact affected customers within 2 hours with information regarding the incident and actions being taken. An update will be provided at least every 2 hours to affected customers until the incident is resolved. When requested, a written explanation of the incident will be provided within 5 business days of resolution of the incident.

Severity 2

A Severity 2 (S2) incident is declared when:

- Any customer is unable to send emergency notifications to their target recipients using any media type that is not as a result of confirmed user error;
- 5 or more customer accounts are unable to send non-emergency notifications to their target recipients using any one media type when Contractor is able to re-launch the customer notifications in a timely manner; or
- The system is reporting errors requiring manual intervention which is not part of documented response procedures within the NOC;
- Customer data is impacted and recovered; or
- System response is severely impacting 5 or more customers preventing them from using the system.

Upon the occurrence of an S2, Contractor's Client Services personnel will contact affected customers within 4 hours with information regarding the incident and actions being taken. An update will be provided at least every 4 hours to affected customers until the incident is resolved. When requested, a written explanation of the incident will be provided within 5 business days of resolution of the incident.

While the issue is being addressed, the County may be asked to use alternate procedures or postpone non-critical activities.

Severity 3

A Severity 3 (S3) incident is declared when:

- Customers are having trouble launching notifications but Contractor personnel are able to launch on their behalf (not including confirmed user error);
- System response is impacting 5 or more customer accounts from using the system normally; or
- The system is reporting errors requiring manual intervention which is part of the documented response procedures within the NOC.



Upon the occurrence of an S3, Contractor's Client Services personnel will contact affected customers within 8 hours with information regarding the incident and actions being taken. An update will be provided every business day to affected customers until the incident is resolved.

While the issue is being addressed, the County may be asked to use alternate procedures or postpone non-critical activities.

Severity 4

A Severity 4 (S4) incident is declared when:

- Customer account reports an unacceptable experience using the system using typical procedures while still able to launch notifications; or
- Customer account requires assistance with a standard operation requiring support activities beyond Client Services.

Upon the occurrence of an S4, Contractor's Client Services personnel will review the customer account to collect the required information and will respond within 5 business days.

While the issue is being addressed, the customer may be asked to use alternate procedures or postpone non-critical activities.

DEFINED TERMS

"Availability" is defined as availability of the CodeRED System in conjunction with the ability to send a notification to one or more contact paths per member. Inability to access the CodeRED system due to County issues (including but not limited to County loss of internet connection) shall not constitute an Availability failure.

"Normal Business Hours" are Monday through Friday, 9am to 6pm EST, excluding Holidays. All other time periods are After Hours.

"Emergency" is any notification regarding an incident that includes immediate danger to life and/or property. All other incidents are non-Emergency.

"Holidays" are full days on New Years' Day, Memorial Day, Independent Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve and Christmas Day. If one of these days falls on a Saturday, the Holiday is observed by Contractor on the preceding Friday; if one of these days falls on a Sunday, the Holiday is observed by Contractor the following Monday.

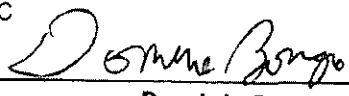
"Force Majeure" is any reason beyond Contractor or County's reasonable control, including but not limited to any act of God, or any acts of the common enemy, the elements, earthquakes, floods, fires, epidemics, riots, failures or delays in transportation or communications, or any act or failure to act by the other party, its employees, agents or contractors which impacts the second party; provided, however, that the foregoing shall not excuse any failure of Contractor to maintain its redundant hosted sites, unless such event impacts all redundant site locations.

End of Exhibit C

This Agreement includes the Services Order with Schedule 1 and Exhibits A, B, and C attached hereto (and if applicable the Data Processing Addendum).

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the Effective Date.

ONSOLVE, LLC

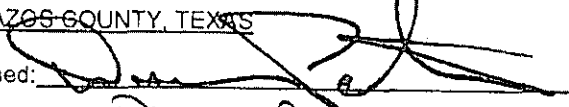
Signed: 

Printed Name: Dominic Bongo

Title: Executive Vice President of Finance

Date: 9/13/17

BRAZOS COUNTY, TEXAS

Signed: 

Printed Name: Duane Peters

Title: County Judge

Date: 9/12/17



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Purchasing

NUMBER:

DATE OF COURT MEETING: 11/19/2024

ITEM: Approval of the following committee for RFQ #25-080 Independent Auditor Services for Guardianship.

- a. Judge Amanda Matzke
- b. Judge Roy Brantley
- c. Krista Faust
- d. Rebecca Lewis
- e. Terry Hammond - Citizen
- f. Purchasing - Non-Voting
- g. Legal - Non-Voting

TO: Commissioners Court

FROM: Kaitlyn Battles

DATE: 11/14/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

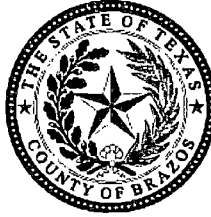
ATTACHMENTS:

File Name

Description

Type

No Attachments Available



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Purchasing

NUMBER:

DATE OF COURT MEETING: 11/19/2024

ITEM: Approval of the following committee for RFQ #25-080 Independent Auditor Services for Guardianship.

- a. Judge Amanda Matzke
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- c. Krista Faust
- d. Rebecca Lewis
- e. Terry Hammond - Citizen
- f. Purchasing - Non-Voting
- g. Legal - Non-Voting

TO: Commissioners Court

FROM: Kaitlyn Battles

DATE: 11/14/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

Description

Type

No Attachments Available

APPROVED



Duane Peters
County Judge

11/19/24
Date

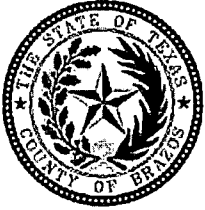


**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Purchasing NUMBER:
DATE OF COURT MEETING: 11/19/2024
ITEM: Permission to Advertise RFP #25-080 Independent Auditor Services for Guardianship.
TO: Commissioners Court
FROM: Kaitlyn Battles
DATE: 11/13/2024
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
Request to Advertise.pdf	Request to Advertise	Backup Material



Brazos County Purchasing Department

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

BRAZOS COUNTY BID/RFP/RFQ DOCUMENTATION SHEET


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

DATE: November 19, 2024

RFQ NUMBER: 25-080

TITLE: Independent Auditor Services for Guardianship

REQUESTING DEPARTMENT: CCL#1

APPROVAL SIGNATURE: 
Duane Peters, County Judge

DATE APPROVED: NOVEMBER 19, 2024



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Purchasing

NUMBER:

DATE OF COURT MEETING: 11/19/2024

ITEM: Approval of the following committee for RFP CIP #25-569 Leonard Road Stabilization Project.

- a. William Hadley
- b. Jimmy LeFlore
- c. Shawn Eldridge
- d. Purchasing - Non-Voting
- e. Legal - Non-Voting

TO: Commissioners Court

FROM: Kaitlyn Battles

DATE: 11/14/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

Description

Type

No Attachments Available



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Purchasing

NUMBER:

DATE OF COURT MEETING: 11/19/2024

ITEM:

Approval of the following committee for RFP CIP #25-569 Leonard Road Stabilization Project.

- a. William Hadley
- b. Jimmy LeFlore
- c. Shawn Eldridge
- d. Purchasing - Non-Voting
- e. Legal - Non-Voting

TO: Commissioners Court

FROM: Kaitlyn Battles

DATE: 11/14/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

Description

Type

No Attachments Available

APPROVED

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

Duane Peters
County Judge

11/19/24
Date



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Purchasing NUMBER:
DATE OF COURT MEETING: 11/19/2024
ITEM: Permission to Advertise RFP CIP #25-569 Leonard Road Stabilization Project.
TO: Commissioners Court
FROM: Kaitlyn Battles
DATE: 11/13/2024
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
Request to Advertise.pdf	Request to Advertise	Backup Material



Brazos County Purchasing Department

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

BRAZOS COUNTY BID/RFP/RFQ DOCUMENTATION SHEET

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

DATE: November 19, 2024

RFP NUMBER: CIP 25-569

TITLE: Leonard Road Stabilization Project

REQUESTING DEPARTMENT: Road & Bridge

APPROVAL SIGNATURE: _____

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

Duane Peters, County Judge

DATE APPROVED: _____

NOVEMBER 19, 2024



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Road and Bridge NUMBER: CC-2024-Bahia Pipeline-Varies
County Roads

DATE OF COURT MEETING: 11/19/2024

ITEM: Consider and take action on the Bahia Pipeline, LLC utility permits to construct road bores for 30-inch LNG pipeline crossings under Bickham Cemetery Road, Bickham-Francis-Locke Intersection, Locke Road, Zweifel Road, Ferrill Creek Road, Dilly Shaw Tap Road, Opersteny Lane, Democrat Road, Oak Lake Road and Hearne Road. All roadway crossings will be a minimum of 10-feet below bottom of ditch. Sites are located in Precinct 2.

TO: Commissioners Court

FROM: Joe Salvato

DATE: 11/13/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

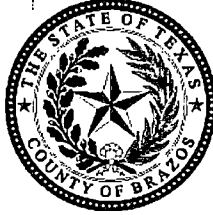
ATTACHMENTS:

File Name

Description

Type

Utility Permit-Bahia-Bickham Cemetery Road.pdf	Utility Permit-Bahia-Bickham	Backup Material
Utility Permit-Bahia-Bickham-Francis-Locke Intersection.pdf	Utility Permit-Bahia-Bickham-Francis-Locke	Backup Material
Utility Permit-Bahia-Locke Road.pdf	Utility Permit-Bahia-Locke	Backup Material
Utility Permit-Bahia-Zweifel Road.pdf	Utility Permit-Bahia-Zweifel	Backup Material
Utility Permit-Bahia-Ferrill Creek Road.pdf	Utility Permit-Bahia-Ferrill Creek	Backup Material
Utility Permit-Bahia-Dilly Shaw Tap Road.pdf	Utility Permit-Bahia-Dilly Shaw Tap	Backup Material
Utility Permit-Bahia-Opersteny Lane.pdf	Utility Permit-Bahia-Opersteny Lane	Backup Material
Utility Permit-Bahia-Democrat Road.pdf	Utility Permit-Bahia-Democrat	Backup Material
Utility Permit-Bahia-Oak Lake Road.pdf	Utility Permit-Bahia-Oak Lake	Backup Material
Utility Permit-Bahia-Hearne Road.pdf	Utility Permit-Bahia-Hearne	Backup Material



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Road and Bridge NUMBER: CC-2024-Bahia Pipeline-Varies
County Roads

DATE OF COURT MEETING: 11/19/2024

ITEM: Consider and take action on the Bahia Pipeline, LLC utility permits to construct road bores for 30-inch LNG pipeline crossings under Bickham Cemetery Road, Bickham-Francis-Locke Intersection, Locke Road, Zweifel Road, Ferrill Creek Road, Dilly Shaw Tap Road, Opersteny Lane, Democrat Road, Oak Lake Road and Hearne Road. All roadway crossings will be a minimum of 10-feet below bottom of ditch. Sites are located in Precinct 2.

TO: Commissioners Court

FROM: Joe Salvato

DATE: 11/13/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
Utility_Permit-Bahia-Bickham_Cemetery_Road.pdf	Utility Permit-Bahia-Bickham	Backup Material
Utility_Permit-Bahia-Bickham-Francis-Locke_Intersection.pdf	Utility Permit-Bahia-Bickham-Francis-Locke	Backup Material
Utility_Permit-Bahia-Locke_Road.pdf	Utility Permit-Bahia-Locke	Backup Material
Utility_Permit-Bahia-Zweifel_Road.pdf	Utility Permit-Bahia-Zweifel	Backup Material
Utility_Permit-Bahia-Ferrill_Creek_Road.pdf	Utility Permit-Bahia-Ferrill Creek	Backup Material
Utility_Permit-Bahia-Dilly_Shaw_Tap_Road.pdf	Utility Permit-Bahia-Dilly Shaw Tap	Backup Material
Utility_Permit-Bahia-Opersteny_Lane.pdf	Utility Permit-Bahia-Opersteny Lane	Backup Material
Utility_Permit-Bahia-Democrat_Road.pdf	Utility Permit-Bahia-Democrat	Backup Material
Utility_Permit-Bahia-Oak_Lake_Road.pdf	Utility Permit-Bahia-Oak Lake	Backup Material
Utility_Permit-Bahia-Hearne_Road.pdf	Utility Permit-Bahia-Hearne	Backup Material

APPROVED

Duane Peters
County Judge
Date 11/19/24

APPLICATION FOR PIPELINE UTILITY PERMIT
DESIGNATING PLACEMENT OF UTILITY IN COUNTY RIGHT OF WAY

TO: THE COUNTY ENGINEER OF BRAZOS COUNTY, TEXAS

Comes now Bahia Pipeline LLC [company name], hereinafter referred to as "Company" a Texas [state] Corporation, with authority to transact business in Texas, acting by and through its duly authorized representative, and hereby petitions the County Engineer for the right to lay, construct, maintain, repair and/or operate equipment under, over, across and/or along certain County Roads as shown on drawings and diagrams attached hereto and said location described as follows:

Facility to Cross Road

Road Name & Block Number	Length of Crossing	TYPE OF CONSTRUCTION (CHECK ONE)			
		Bored	Jacked	Driven	Cased
Bickham Cemetery	48'	X			

Facility to Parallel County Road Within Right-Of-Way

Road Name and Block Number	From	To	Distance

CONSTRUCTION TYPE

30" Diameter 0.635" Wall Thickness High Pressure Underground Pipeline (60 psi or greater operating pressure) Low Pressure Underground Pipeline (60 psi operating pressure)
 Material Specification X70 API 5L PSL2
 Minimum Yield Strength 70,000 PSI
 Maximum Operation Pressure 1480 psig

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

The Company shall commence actual construction/work in good faith within 60 days from the date of said permit and shall complete said construction /work within 180 working days. (COMPANY MUST FILL IN). If such construction is not begun by the 60th day, Company will be required to apply for a new permit.

Company declares that prior to filing this application, it has ascertained the location of all existing utilities, both aerial and underground, and the filing of this application is prima facie evidence that the proposed installation will not conflict with any existing utility.

A copy of this permit shall be kept at the job site any time work is being performed.

It is expressly stipulated that this Permit is a license for permissive use only and that the placing of facilities upon public property pursuant to this permit shall not operate to create or vest any property right in said holder.

It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the County's right, title and interest in the land to be entered upon and used by the holder and the holder will at all times assume risk of and indemnify, defend and save harmless Brazos County from and against any and all loss, damages, cost or

expense arising in any manner on account of the exercise or attempted exercise by said holder of the aforesaid rights and privileges.

Any deviation from these specifications must be approved by Brazos County Engineer's Office or its designated representative.

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

Applicant agrees to comply with all rules of the County Commissioners and the County Engineer in construction of said installation attached hereto as **BRAZOS COUNTY DESIGN STANDARDS AND SAFETY PRECAUTION REQUIREMENTS FOR WORK CONDUCTED IN BRAZOS COUNTY RIGHTS OF WAY** and incorporated herein for reference.

In the event Company fails to obtain a permit prior to the installation or does not install utilities in compliance with installation requirements set forth herein (i.e. depth, location, etc), Company assumes all financial responsibility for damages and/or destruction of lines, cables, etc. based upon its failure to comply with Brazos County requirements.

Applicant agrees that if Brazos County demonstrates a violation of the terms of this policy, Applicant stipulates that requisites for injunctive relief exist and that Brazos County is entitled to relief enjoining any conduct by applicant which is contrary to the policies.

This permit is a revocable permit. Brazos County reserves the right to revoke this permit at any time, in the sole discretion of Brazos County, for interests of public health, safety or welfare, or for failure to repair any damages upon demand, or for any other reason deemed sufficient by Brazos County.

In the event Company fails to comply with any or all of the requirements as set forth herein, the County may take such action as it deems appropriate to compel compliance. The County Engineer further retains the right to revoke this Permit by verbal notification to the Applicant/Company.

Failure to obtain this permit and/or notify the County Engineer's Office within 24 hours of beginning construction shall constitute grounds for job shutdown.

By signing below, I certify that I am authorized to represent the Company listed below, and that the Company agrees to the conditions/provisions included in this permit.

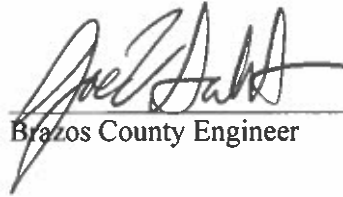
Bahia Pipeline LLC
Company Name
Jeffrey L. Waldo
By Jeffrey L. Waldo, Agent and Attorney-in-Fact
Signature
Agent and Attorney-in-Fact
Title
P.O. Box 4324
Address
Houston TX 77210
City State Zip
(303) 818-3277
Phone Number
Tonysaucedo@summitresourcesland.com
Email:

PIPELINE UTILITY APPROVAL

Brazos County offers no objection to the proposed location of the utility in the County right of way as shown by accompanying drawings and notice dated November 14, 2024 except as noted below:
(Month/Day/Year)

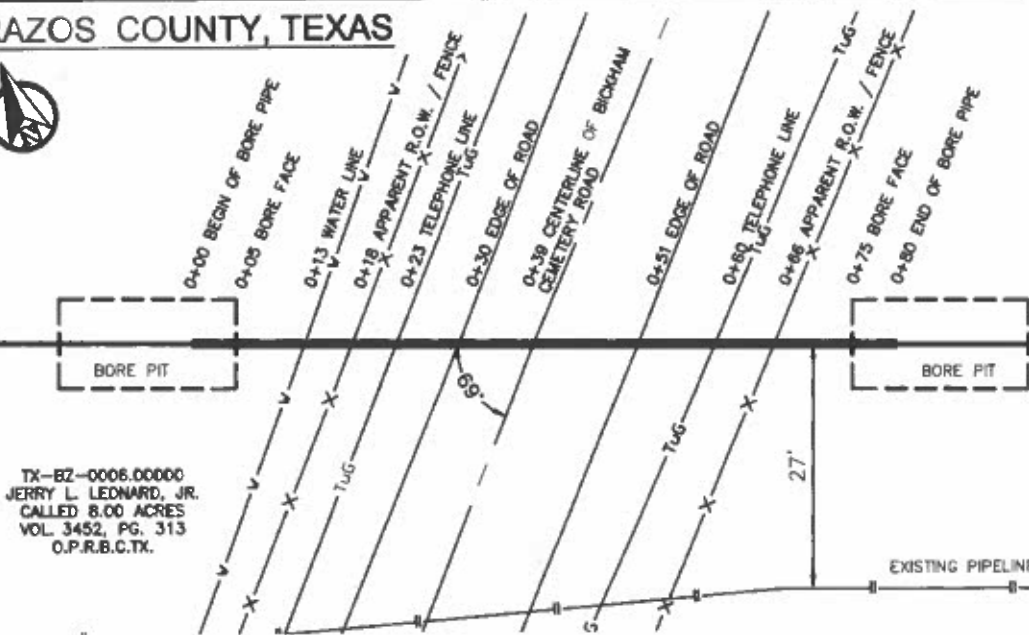
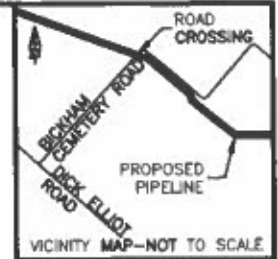
EXCEPTIONS:

NONE



Brazos County Engineer

BRAZOS COUNTY, TEXAS



FLOW
S69°36'44"E

TX-BZ-0006.00000
JERRY L. LEDNARD, JR.
CALLED 8.00 ACRES
VOL. 3452, PG. 313
O.P.R.B.C.TX.

TX-BZ-0007.00000
CHARLES CLAYTON DONNELLY
TRACT ONE
CALLED 10.00 ACRE
VOL. 9282, PG. 168
O.P.R.B.C.TX.

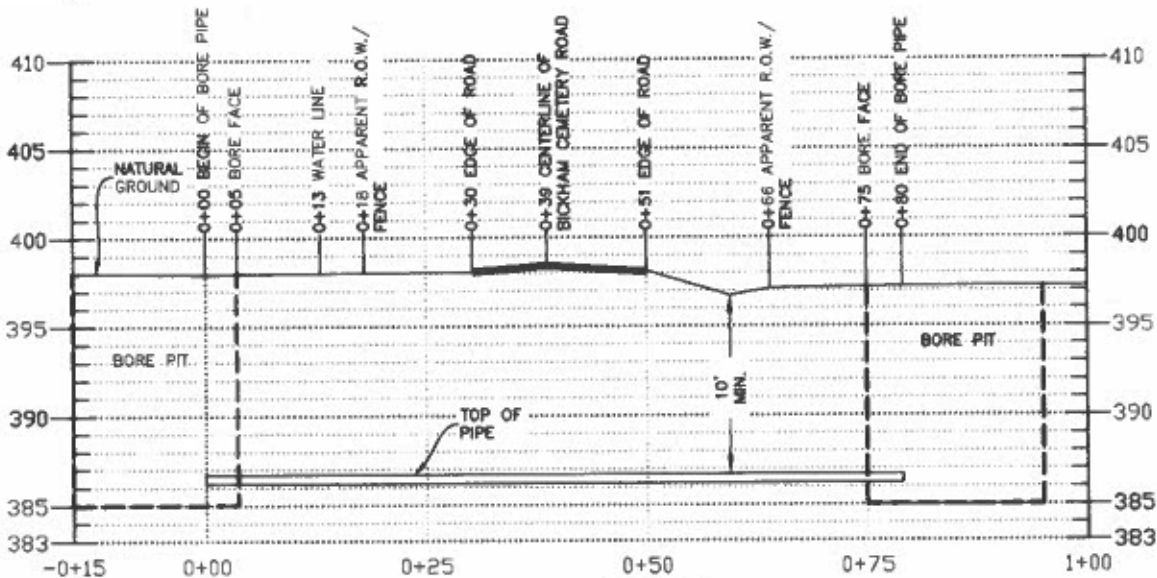
§ INTERSECTION
LAT: 030°50'08.14"
LONG: -096°22'41.65"

ROAD R.O.W. WIDTH = ±50'
CLOSEST INTERSECTION
3,115 FEET/0.59 MILES TO DICK ELLIOTT ROAD

PLAN

SCALE: HOR. 1"=20'

3,115 FEET/0.59 MILES TO DICK ELLIOTT ROAD



PROFILE

SCALE: HOR. 1"=20'
SCALE: VER. 1"=10'

NOTE:
120" MINIMUM BELOW LOWEST POINT

NOTES:

- HORIZONTAL DATUM: TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD83 (2011). ALL DISTANCES ARE REPRESENTED IN GRID VALUES, MEASURED IN U.S. SURVEY FEET, AND ARE BASED ON SAID HORIZONTAL DATUM.
 - EXISTING UTILITIES ARE SHOWN IN APPROXIMATE LOCATION GENERATED FROM PREVIOUS MAPS AND SURVEY. CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION OF ALL EXISTING UTILITIES IN THE AREA OF WORK PRIOR TO CONSTRUCTION AND CALL TEXAS ONE CALL SYSTEM AT 1-800-344-8377 AND ALL OTHER UTILITY COMPANIES AT LEAST 2 WORKING DAYS (48 HOURS) PRIOR TO CONSTRUCTION.
 - THIS CROSSING IS DESIGNED AND WILL BE CONSTRUCTED IN ACCORDANCE WITH TITLE 49, CODE OF FEDERAL REGULATIONS, PART 195 AND ASME B31.4 PIPELINE TRANSPORTATION SYSTEMS FOR LIQUIDS AND SLURRIES.
 - LINE WILL BE INSTALLED BY CONVENTIONAL BORE METHOD.
 - CONTRACTORS: IT IS YOUR RESPONSIBILITY TO CONTACT THE APPROVING AUTHORITY 48 HOURS PRIOR TO START OF CONSTRUCTION.
- I, ALFREDO SAENZ, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, P.E. NUMBER 102364, AN EMPLOYEE OF NORTHSTAR ENERGY SERVICES, INC. (TI FIRM NO. F-14629), HAVE REVIEWED THE MATERIAL SPECIFICATIONS OF THIS PERMIT AND HAVE FOUND THEM TO BE ACCURATE AND SUITABLE FOR THIS PROPOSED PROJECT. I DO NOT ATTEST TO THE ACCURACY, COMPLETENESS, OR CORRECTNESS OF THE OTHER ASPECTS OF THE PERMIT, INCLUDING BUT NOT LIMITED TO, SURVEY, RIGHT-OF-WAY, PROPERTY OWNERSHIP DETERMINATION, AND LOCATION OF EXISTING FACILITIES THAT ARE THE RESPONSIBILITY OF OTHER PARTIES.



Alfredo Saenz Jr.
12 JUNE 2024

PIPE DATA

- PRODUCT: NATURAL GAS LIQUIDS
- CARRIER PIPE: 30,000" X 0.635" W.T., API 5L X-70 PSL2 PIPE W/14-22 MILS FBE & 30-40 MILS ARO COATING.
- CATHODIC PROTECTION: RECTIFIER IMPRESSED CURRENT
- SEAM JOINT FACTOR = 1.0
- SPECIFIED MIN. YIELD STRENGTH: 70,000 PSI
- MAX TEST PRESSURE 2,058 PSIG
- MIN TEST PRESSURE 1,850 PSIG
- MAX OPERATING PRESSURE 1,480 PSIG

PROPOSED BAHIA PIPELINE
JOB NUMBER: 1023083254
SURVEY DATE: 11/6/2023
CREATED BY: F. LEJZ
CHECKED BY: B. VALDEZ
TRACT ID: TX-BZ-0006.00010



TX-BZ-0006.00010
BAHIA PIPELINE
BICKHAM CEMETERY ROAD CROSSING
BRAZOS COUNTY, TEXAS

**BRAZOS COUNTY ROADWAY SAFETY AND ROAD
PRESERVATION STANDARDS FOR WORK CONDUCTED IN
BRAZOS COUNTY RIGHTS OF WAY**

A. General Requirements

1. Adequate drainage shall be maintained in ditches at all times.
2. Permittee will use best management practices ("BMP") (EPA and TCEQ both provide lists of examples of BMPs) to minimize erosion and sedimentation resulting from the proposed installation.
3. The permittee shall take precautions to avoid damage to property. All County Right of Way and property shall be restored to its original condition, as far as practical, in the opinion of the County Engineer or appointed representative.
4. The construction and maintenance of such utility shall not interfere with the property or rights of a prior occupant.
5. Permittee shall not interfere with other utilities located in the right of way. In the event damages occur, permittee will be liable to the County or other utilities running through the right of way.
6. County Engineer shall determine whether or not permittee's plans shall inconvenience the public. If it is determined that inconvenience to the public exists, then the County Engineer will decide whether such project will be allowed or if an alternative exists so as not to inconvenience the public.

B. Safety Requirements

1. Proper traffic control measures must be put in place prior to beginning work and remain in place during the duration of the job. All traffic control measures must follow the Texas Manual of Uniform Traffic Control Devices (TMUTCD). See Traffic Control Requirements below.
2. During construction, all safety regulations of the Texas Department of Transportation shall be observed.
3. Permittee must take such precautions and measures, including placing and displaying safety devices, as may be necessary, in order to safely conduct the public through the project area. Company shall provide flagmen, signs, signals or devices necessary to provide complete safety to the public.
4. Adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners.
5. No cable, conduit and/or pole line shall be laid, constructed, maintained and/or repaired so as to constitute a danger or hazard of any kind to persons or vehicles using such road. Any poles placed in the Right of Way for future installation shall be placed at the back of the Right of Way. Exceptions may be approved by the County Engineer.

C. Traffic Control Plan

1. A traffic control plan, pursuant to the TMUTCD or Engineered Traffic Control Plan must be provided for the following:
 - a. Any construction (i.e. pit, excavation, hole) left open over night, requires specific nighttime traffic control measures pursuant to the TMUTCD;
 - b. If construction is within ten (10) feet of the roadway; or
 - c. Any work performed in the road right-of-way;
2. Plan must be attached to the permit and kept at the job site any time work is being performed.

3. Plan must set forth the time of completion for the job.

D. Design Standards

1. All overhead installations shall conform to clearance standards of the Texas Department of Transportation and the pole be placed in the designated area for power specified as set forth in the *Texas Utilities Code, Section 181.045*.
2. All pole installation (including lighting) shall be placed at the backside of the Right of Way to ensure safety to the public. Any pole placed in violation of this requirement will be required to be moved to the appropriate location at the company's expense. Exceptions may be approved by the County Engineer.
3. All underground installations shall (these are minimum depths – utility may place deeper):
 - a. be placed at a minimum depth of forty-eight (48) inches below the top of the pavement;
 - b. be at least thirty-six (36) inches below ditch flow line when installation is within the area measured from top of bank to top of bank;
 - c. be at least forty-eight (48) inches below ditch flow line if low pressure gas or petroleum lines. For high pressure gas and petroleum lines, see High Pressure Pipelines requirements listed below;
 - d. not be closer than ten (10) feet from the edge of pavement. Exceptions may apply in rights of way of less than 60'.
4. Water Lines: All water lines must be a minimum 36-inches below the ditch flow line and cased. Waterlines shall be cased if crossing under the roadway.
5. Utilities in all new developments that have 60 feet or greater of right of way shall be installed within designated locations based upon the type of utility. The locations shall be as follows: (measured from back of right-of-way).
 - Power – 0-2 feet, nominally 1'
 - Phone – 2-4 feet, nominally 3'
 - Gas – 4-6 feet, nominally 5'
 - Cable – 6-8 feet, nominally 7'
6. Utilities with less than 60 feet right-of-way in all new developments shall install the utility in a similar manner as referenced in No. 3 above, however, the County Engineer or its designated representative will provide final approval of each utility location.
7. The length of any trench to be opened in advance of the pipe, conduit or ducts may not be longer than 400' if left open over night or unattended.
8. Crossings under a county road shall:
 - a. be bored or jacked. **ABSOLUTELY NO OPEN CUTS WITHIN COUNTY ROAD PAVEMENT;**
 - b. be pressure grouted for the full length of the crossing *if* the annular space between pipe and casing and soil exceeds one (1) inch. Brazos County must be given 24 hours notice of pressure grouting operations and have the opportunity to have an inspector on site to observe pressure grouting operations;
 - c. TxDOT Standard Specification Item 476 shall be followed for all boring, jacking, tunneling and joints.
9. Bore Pits
 - a. no pits shall remain open longer than 2 days;
 - b. all pits shall have proper traffic control measures in place. See Traffic Control Plan listed above.
 - c. pits shall NOT be located within ten (10) feet from the edge of pavement without prior approval from the County Engineer or his representative;
 - d. when pits are to remain open for more than 8 hours, due diligence will be used in protecting the spoil pile to prevent drainage problems;

- e. based upon soil conditions, the County Engineer or his representative may require shoring to protect pavement integrity;
 - f. based upon soil conditions, the County Engineer or his representative may require pits be placed further from the edge of road.
10. Any installation within ten (10) feet of edge of pavement shall meet the following:
- a. location must be approved by the County Engineer or his representative
 - b. backfilled with cement stabilized material.
 - c. based upon soil conditions, the County Engineer or his representative may require shoring to protect pavement integrity.
 - d. All excess water and mud shall be removed from the trench prior to backfilling. Any backfill placed during a rainy period or at other times where excess water cannot be prevented from entering the trench will be considered TEMPORARY and shall be replaced with PERMANENT cement stabilized material as soon as weather permits;
 - e. All disturbed base and pavement materials shall be removed and restored to the satisfaction of the County Engineer or his representatives.
 - f. No side or lateral tamping to fill voids under the base and pavement materials is allowed.
11. Company must be careful to not jeopardize the slope or integrity of the shoulder of the road. In the event Company damages the slope, shoulder or any other portion of the right-of-way, Company will be responsible for repairing the damage and replacing the right-of-way to the condition it was prior to commencing construction.
12. Operation of construction and/or maintenance equipment on the traveled surface of any improved County road will not be permitted, except in an instance whereby the laying, construction, maintenance and/or repair of cables, conduits and/or pole lines cannot be accomplished by any other method and in this event all such equipment shall be of the rubber tire variety. Appropriate traffic control shall be provided meeting TMUTCD requirements.
13. In the event said construction and/or maintenance and/or repair requires Company to remove, cut or jeopardize any section of the road (asphalt, cement, road base, etc), Company will be required to provide a performance bond or letter of credit securing necessary repairs. Said bond amount will be determined by the County Engineer.
14. The applicant shall submit a letter of "No Objection" from the Army Corps of Engineers for all designated wetlands and environmentally sensitive lands.

E. Emergency work

- 1. In the event Company is required to perform emergency services, that requires excavation in a County Right of Way, and unable to notify the County Engineer prior to conducting emergency repairs, Company shall notify County Engineer within 24 hours of beginning construction/repairs. This will allow the County Engineer and Road & Bridge Office an opportunity to inspect the site to ensure the integrity of the County Right of Way and traffic safety controls used.

F. Repairs to existing facilities

- 1. Maintenance and/or repair to existing cables, conduits, and/or pole lines which require disturbance of the soil, shall not be performed until plans describing such maintenance and/or repair have been approved by the County Engineer or designated representative and a permit has been obtained.

G. Relocation of utilities:

- 1. When and if the County Engineer determines that it is necessary for the construction, repair, improvement, alteration or relocation of all or any portion of said road, any or all poles, wires, pipes, cables or other facilities and appurtenances authorized hereunder, shall be removed from said road, or reset or relocated thereon, as required by the County Engineer within a reasonable time as determined by the County Engineer and Utility Company, and at the expense of the Utility Company.

H. High Pressure Pipelines

1. All utility Permits for high pressure pipelines (generally 60 PSI or greater), whether pertaining to controlled access or non-controlled access installations, should contain the following additional information in the description of the permit.

- diameter
- wall thickness
- material specification
- minimum yield strength
- maximum operation pressure of the pipeline

2. With the exception of the maximum operation pressure of the pipeline, this information is to be supplied for both the carrier pipe and the casing.

3. Assurance must also be given that the installation material and design meet the minimum Federal Safety Standards for Liquid and Gas Pipe Lines. Assurance must be provided on company letterhead and signed by an authorized representative of the company.

4. Petroleum Pipelines:

Type of Pipeline	Depth (below deepest ditch grade)	Special Requirements
Encased Pipe	Less than 10'	Must be covered with concrete pad at least 36" deep
Encased Pipe	Greater than 10'	No concrete pad required
Non-Cased Pipe	Less than 10'	Must be covered with concrete pad at least 48" deep
Non-Cased Pipe	Greater than 10'	No concrete pad required

The Concrete pad shall be minimum of 3" thick and width shall be pipe diameter plus 18" minimum.

5. Under no circumstances will a pipeline be installed parallel to a County Road within the Right-of-Way. Transmission lines have been determined to be petroleum pipelines (which includes natural gas lines) and shall not be parallel to a County Road.

6. Natural Gas Distribution is a line that serves the final customer.

APPLICATION FOR PIPELINE UTILITY PERMIT
DESIGNATING PLACEMENT OF UTILITY IN COUNTY RIGHT OF WAY

TO: THE COUNTY ENGINEER OF BRAZOS COUNTY, TEXAS

Comes now Bahia Pipeline LLC [company name], hereinafter referred to as "Company" a Texas [state] Corporation, with authority to transact business in Texas, acting by and through its duly authorized representative, and hereby petitions the County Engineer for the right to lay, construct, maintain, repair and/or operate equipment under, over, across and/or along certain County Roads as shown on drawings and diagrams attached hereto and said location described as follows:

Facility to Cross Road

Road Name & Block Number	Length of Crossing	TYPE OF CONSTRUCTION (CHECK ONE)			
		Bored	Jacked	Driven	Cased
Bickham / Francis / Locke Intersection	163'	X			

Facility to Parallel County Road Within Right-Of-Way

Road Name and Block Number	From	To	Distance

CONSTRUCTION TYPE

30" Diameter 0.635" Wall Thickness High Pressure Underground Pipeline (60 psi or greater operating pressure) Low Pressure Underground Pipeline (60 psi operating pressure)

Material Specification X70 API 5L PSL2
 Minimum Yield Strength 70,000 PSI
 Maximum Operation Pressure 1480 psig

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

The Company shall commence actual construction/work in good faith within 60 days from the date of said permit and shall complete said construction /work within 180 working days. (COMPANY MUST FILL IN). If such construction is not begun by the 60th day, Company will be required to apply for a new permit.

Company declares that prior to filing this application, it has ascertained the location of all existing utilities, both aerial and underground, and the filing of this application is prima facie evidence that the proposed installation will not conflict with any existing utility.

A copy of this permit shall be kept at the job site any time work is being performed.

It is expressly stipulated that this Permit is a license for permissive use only and that the placing of facilities upon public property pursuant to this permit shall not operate to create or vest any property right in said holder.

It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the County's right, title and interest in the land to be entered upon and used by the holder and the holder will at all times assume risk of and indemnify, defend and save harmless Brazos County from and against any and all loss, damages, cost or

expense arising in any manner on account of the exercise or attempted exercise by said holder of the aforesaid rights and privileges.

Any deviation from these specifications must be approved by Brazos County Engineer's Office or its designated representative.

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

Applicant agrees to comply with all rules of the County Commissioners and the County Engineer in construction of said installation attached hereto as **BRAZOS COUNTY DESIGN STANDARDS AND SAFETY PRECAUTION REQUIREMENTS FOR WORK CONDUCTED IN BRAZOS COUNTY RIGHTS OF WAY** and incorporated herein for reference.

In the event Company fails to obtain a permit prior to the installation or does not install utilities in compliance with installation requirements set forth herein (i.e. depth, location, etc), Company assumes all financial responsibility for damages and/or destruction of lines, cables, etc. based upon its failure to comply with Brazos County requirements.

Applicant agrees that if Brazos County demonstrates a violation of the terms of this policy, Applicant stipulates that requisites for injunctive relief exist and that Brazos County is entitled to relief enjoining any conduct by applicant which is contrary to the policies.

This permit is a revocable permit. Brazos County reserves the right to revoke this permit at any time, in the sole discretion of Brazos County, for interests of public health, safety or welfare, or for failure to repair any damages upon demand, or for any other reason deemed sufficient by Brazos County.

In the event Company fails to comply with any or all of the requirements as set forth herein, the County may take such action as it deems appropriate to compel compliance. The County Engineer further retains the right to revoke this Permit by verbal notification to the Applicant/Company.

Failure to obtain this permit and/or notify the County Engineer's Office within 24 hours of beginning construction shall constitute grounds for job shutdown.

By signing below, I certify that I am authorized to represent the Company listed below, and that the Company agrees to the conditions/provisions included in this permit.

Bahia Pipeline LLC

Company Name

Jeffrey L. Waldo

By

Jeffrey L. Waldo, Agent and Attorney-in-Fact
Signature

Agent and Attorney-in-Fact

Title

P.O. Box 4324

Address

Houston TX 77210

City State Zip

(303) 818-3277

Phone Number

Tonysaucedo@summitresourcesland.com

Email:

PIPELINE UTILITY APPROVAL

Brazos County offers no objection to the proposed location of the utility in the County right of way as shown by accompanying drawings and notice dated November 14, 2024 except as noted below:
(Month/Day/Year)

EXCEPTIONS:

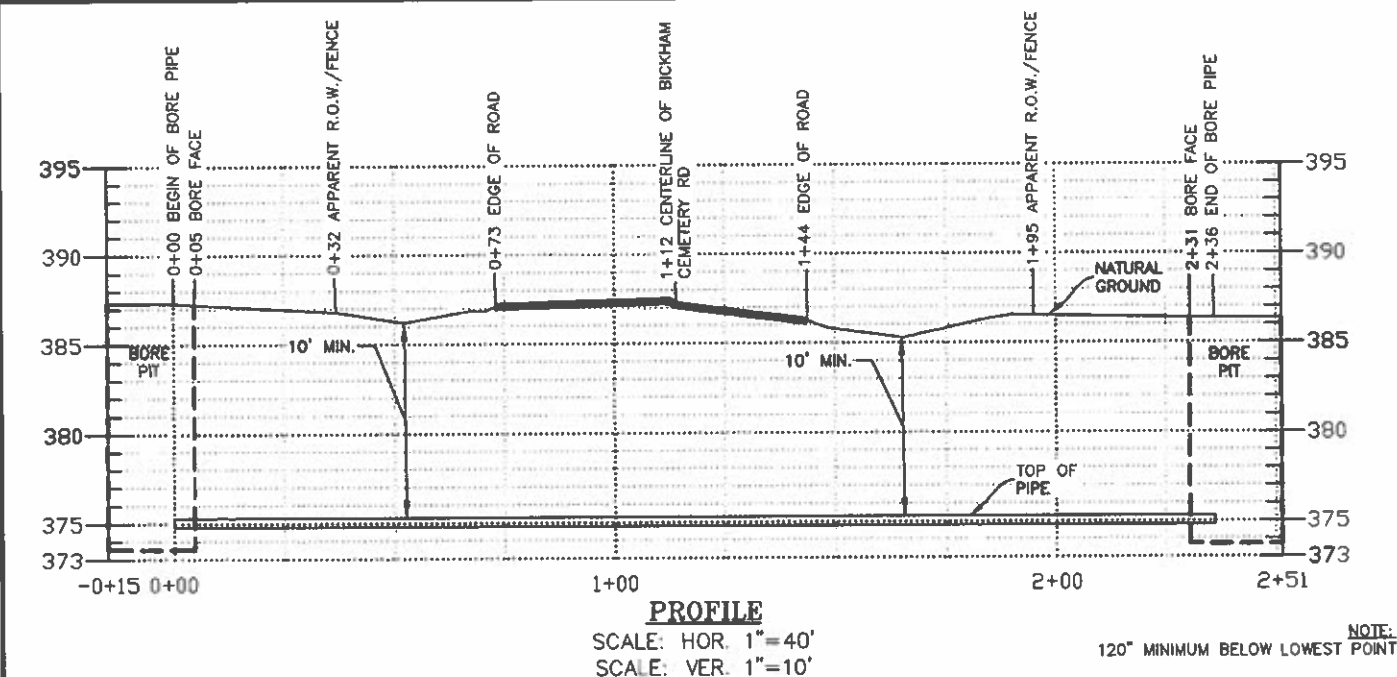
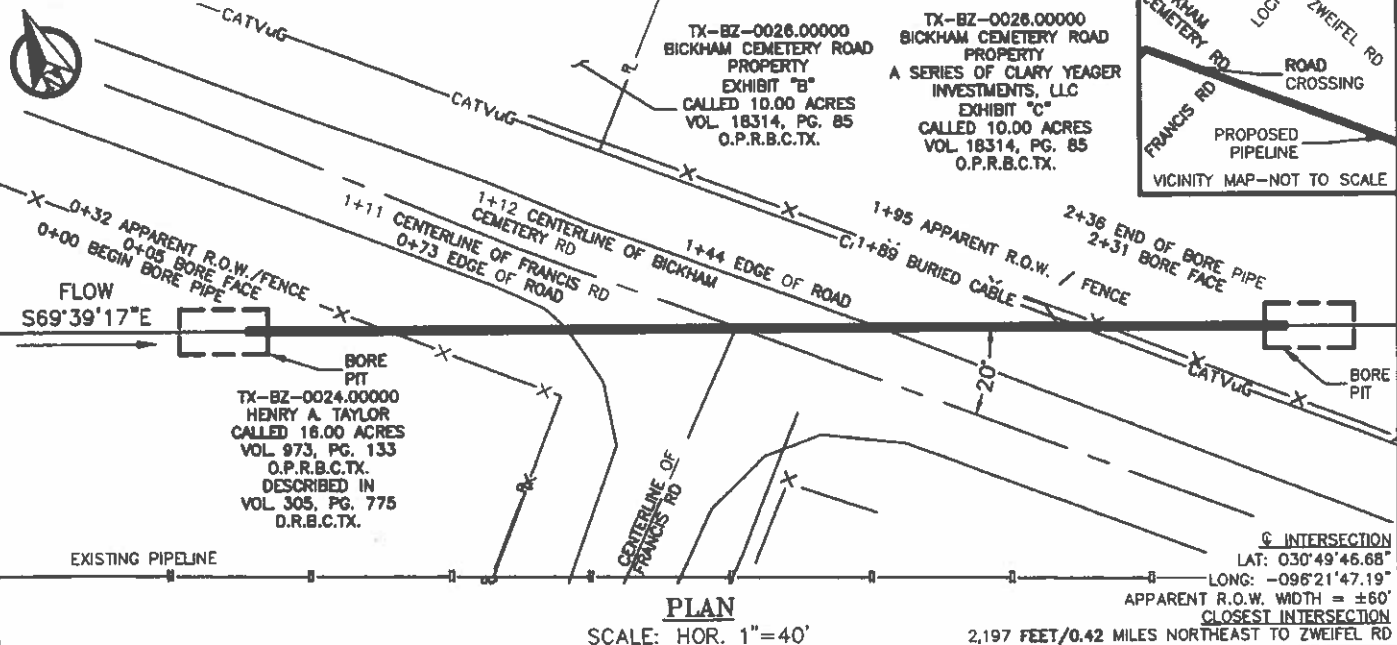
NONE

For



Brazos County Engineer

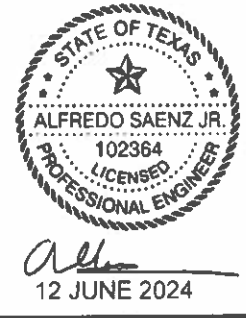
BRAZOS COUNTY, TEXAS



NOTES:

- HORIZONTAL DATUM: TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD83 (2011). ALL DISTANCES ARE REPRESENTED IN GRID VALUES, MEASURED IN U.S. SURVEY FEET, AND ARE BASED ON SAID HORIZONTAL DATUM.
- EXISTING UTILITIES ARE SHOWN IN APPROXIMATE LOCATION GENERATED FROM PREVIOUS MAPS AND SURVEY. CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION OF ALL EXISTING UTILITIES IN THE AREA OF WORK PRIOR TO CONSTRUCTION AND CALL TEXAS ONE CALL SYSTEM AT 1-800-344-6377 AND ALL OTHER UTILITY COMPANIES AT LEAST 2 WORKING DAYS (48 HOURS) PRIOR TO CONSTRUCTION.
- THIS CROSSING IS DESIGNED AND WILL BE CONSTRUCTED IN ACCORDANCE WITH TITLE 49, CODE OF FEDERAL REGULATIONS, PART 195, AND ASME B31.4 PIPELINE TRANSPORTATION SYSTEMS FOR LIQUIDS AND SLURRIES.
- LINE WILL BE INSTALLED BY CONVENTIONAL BORE METHOD.
- CONTRACTORS: IT IS YOUR RESPONSIBILITY TO CONTACT THE APPROVING AUTHORITY 48 HOURS PRIOR TO START OF CONSTRUCTION.

ALFREDO SAENZ JR., REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, P.E. NO. 102364, AN EMPLOYEE OF NORTHSTAR ENERGY SERVICES, INC., TX PRL NO. P-14836, HAVE REVIEWED THE MATERIAL SPECIFICATIONS OF THIS PERMIT AND HAVE FOUND THEM TO BE ACCURATE AND SUITABLE FOR THIS PROPOSED PROJECT. I DO NOT ATTEST TO THE ACCURACY, COMPLETENESS, OR CORRECTNESS OF THE OTHER ASPECTS OF THE PERMIT, INCLUDING BUT NOT LIMITED TO, SURVEY, RIGHT-OF-WAY, PROPERTY OWNERSHIP DETERMINATION, AND LOCATION OF EXISTING FACILITIES THAT ARE THE RESPONSIBILITY OF OTHER PARTIES.



PIPE DATA

- PRODUCT: NATURAL GAS LIQUIDS
- CARRIER PIPE: 30.000" X 0.635" W.T., API 5L X-70 PSL2 PIPE W/14-22 MILS FBE & 30-40 MILS ARO COATING.
- CATHODIC PROTECTION: RECTIFIER IMPRESSED CURRENT
- SEAM JOINT FACTOR = 1.0
- SPECIFIED MIN. YIELD STRENGTH: 70,000 PSI
- MAX TEST PRESSURE 2,058 PSIG
- MIN TEST PRESSURE 1,850 PSIG
- MAX OPERATING PRESSURE 1,480 PSIG

PROJECT DATA PIPELINE

JOB NUMBER	102364
SURVEY DATE	11/09/2023
ENGINEER	C. KRAMER
TECHNICIAN	D. HODGROCK
TRACT NO.	BZ-0024.00010



TX-BZ-0024.00010
BAHIA PIPELINE
BICKHAM CEMETERY RD CROSSING
BRAZOS COUNTY, TEXAS

**BRAZOS COUNTY ROADWAY SAFETY AND ROAD
PRESERVATION STANDARDS FOR WORK CONDUCTED IN
BRAZOS COUNTY RIGHTS OF WAY**

A. General Requirements

1. Adequate drainage shall be maintained in ditches at all times.
2. Permittee will use best management practices (“BMP”) (EPA and TCEQ both provide lists of examples of BMPs) to minimize erosion and sedimentation resulting from the proposed installation.
3. The permittee shall take precautions to avoid damage to property. All County Right of Way and property shall be restored to its original condition, as far as practical, in the opinion of the County Engineer or appointed representative.
4. The construction and maintenance of such utility shall not interfere with the property or rights of a prior occupant.
5. Permittee shall not interfere with other utilities located in the right of way. In the event damages occur, permittee will be liable to the County or other utilities running through the right of way.
6. County Engineer shall determine whether or not permittee’s plans shall inconvenience the public. If it is determined that inconvenience to the public exists, then the County Engineer will decide whether such project will be allowed or if an alternative exists so as not to inconvenience the public.

B. Safety Requirements

1. Proper traffic control measures must be put in place prior to beginning work and remain in place during the duration of the job. All traffic control measures must follow the Texas Manual of Uniform Traffic Control Devices (TMUTCD). See Traffic Control Requirements below.
2. During construction, all safety regulations of the Texas Department of Transportation shall be observed.
3. Permittee must take such precautions and measures, including placing and displaying safety devices, as may be necessary, in order to safely conduct the public through the project area. Company shall provide flagmen, signs, signals or devices necessary to provide complete safety to the public.
4. Adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners.
5. No cable, conduit and/or pole line shall be laid, constructed, maintained and/or repaired so as to constitute a danger or hazard of any kind to persons or vehicles using such road. Any poles placed in the Right of Way for future installation shall be placed at the back of the Right of Way. Exceptions may be approved by the County Engineer.

C. Traffic Control Plan

1. A traffic control plan, pursuant to the TMUTCD or Engineered Traffic Control Plan must be provided for the following:
 - a. Any construction (i.e. pit, excavation, hole) left open over night, requires specific nighttime traffic control measures pursuant to the TMUTCD;
 - b. If construction is within ten (10) feet of the roadway; or
 - c. Any work performed in the road right-of-way;
2. Plan must be attached to the permit and kept at the job site any time work is being performed.

3. Plan must set forth the time of completion for the job.

D. Design Standards

1. All overhead installations shall conform to clearance standards of the Texas Department of Transportation and the pole be placed in the designated area for power specified as set forth in the *Texas Utilities Code, Section 181.045*.
2. All pole installation (including lighting) shall be placed at the backside of the Right of Way to ensure safety to the public. Any pole placed in violation of this requirement will be required to be moved to the appropriate location at the company's expense. Exceptions may be approved by the County Engineer.
3. All underground installations shall (these are minimum depths – utility may place deeper):
 - a. be placed at a minimum depth of forty-eight (48) inches below the top of the pavement;
 - b. be at least thirty-six (36) inches below ditch flow line when installation is within the area measured from top of bank to top of bank;
 - c. be at least forty-eight (48) inches below ditch flow line if low pressure gas or petroleum lines. For high pressure gas and petroleum lines, see High Pressure Pipelines requirements listed below;
 - d. not be closer than ten (10) feet from the edge of pavement. Exceptions may apply in rights of way of less than 60'.
4. Water Lines: All water lines must be a minimum 36-inches below the ditch flow line and cased. Waterlines shall be cased if crossing under the roadway.
5. Utilities in all new developments that have 60 feet or greater of right of way shall be installed within designated locations based upon the type of utility. The locations shall be as follows: (measured from back of right-of-way).
 - Power – 0-2 feet, nominally 1'
 - Phone – 2-4 feet, nominally 3'
 - Gas – 4-6 feet, nominally 5'
 - Cable – 6-8 feet, nominally 7'
6. Utilities with less than 60 feet right-of-way in all new developments shall install the utility in a similar manner as referenced in No. 3 above, however, the County Engineer or its designated representative will provide final approval of each utility location.
7. The length of any trench to be opened in advance of the pipe, conduit or ducts may not be longer than 400' if left open over night or unattended.
8. Crossings under a county road shall:
 - a. be bored or jacked. **ABSOLUTELY NO OPEN CUTS WITHIN COUNTY ROAD PAVEMENT;**
 - b. be pressure grouted for the full length of the crossing *if* the annular space between pipe and casing and soil exceeds one (1) inch. Brazos County must be given 24 hours notice of pressure grouting operations and have the opportunity to have an inspector on site to observe pressure grouting operations;
 - c. TxDOT Standard Specification Item 476 shall be followed for all boring, jacking, tunneling and joints.
9. Bore Pits
 - a. no pits shall remain open longer than 2 days;
 - b. all pits shall have proper traffic control measures in place. See Traffic Control Plan listed above.
 - c. pits shall NOT be located within ten (10) feet from the edge of pavement without prior approval from the County Engineer or his representative;
 - d. when pits are to remain open for more than 8 hours, due diligence will be used in protecting the spoil pile to prevent drainage problems;

- e. based upon soil conditions, the County Engineer or his representative may require shoring to protect pavement integrity;
 - f. based upon soil conditions, the County Engineer or his representative may require pits be placed further from the edge of road.
10. Any installation within ten (10) feet of edge of pavement shall meet the following:
- a. location must be approved by the County Engineer or his representative
 - b. backfilled with cement stabilized material.
 - c. based upon soil conditions, the County Engineer or his representative may require shoring to protect pavement integrity.
 - d. All excess water and mud shall be removed from the trench prior to backfilling. Any backfill placed during a rainy period or at other times where excess water cannot be prevented from entering the trench will be considered TEMPORARY and shall be replaced with PERMANENT cement stabilized material as soon as weather permits;
 - e. All disturbed base and pavement materials shall be removed and restored to the satisfaction of the County Engineer or his representatives.
 - f. No side or lateral tamping to fill voids under the base and pavement materials is allowed.
11. Company must be careful to not jeopardize the slope or integrity of the shoulder of the road. In the event Company damages the slope, shoulder or any other portion of the right-of-way, Company will be responsible for repairing the damage and replacing the right-of-way to the condition it was prior to commencing construction.
12. Operation of construction and/or maintenance equipment on the traveled surface of any improved County road will not be permitted, except in an instance whereby the laying, construction, maintenance and/or repair of cables, conduits and/or pole lines cannot be accomplished by any other method and in this event all such equipment shall be of the rubber tire variety. Appropriate traffic control shall be provided meeting TMUTCD requirements.
13. In the event said construction and/or maintenance and/or repair requires Company to remove, cut or jeopardize any section of the road (asphalt, cement, road base, etc), Company will be required to provide a performance bond or letter of credit securing necessary repairs. Said bond amount will be determined by the County Engineer.
14. The applicant shall submit a letter of "No Objection" from the Army Corps of Engineers for all designated wetlands and environmentally sensitive lands.

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G. Relocation of utilities:

- 1. When and if the County Engineer determines that it is necessary for the construction, repair, improvement, alteration or relocation of all or any portion of said road, any or all poles, wires, pipes, cables or other facilities and appurtenances authorized hereunder, shall be removed from said road, or reset or relocated thereon, as required by the County Engineer within a reasonable time as determined by the County Engineer and Utility Company, and at the expense of the Utility Company.

H. High Pressure Pipelines

1. All utility Permits for high pressure pipelines (generally 60 PSI or greater), whether pertaining to controlled access or non-controlled access installations, should contain the following additional information in the description of the permit.
 - diameter
 - wall thickness
 - material specification
 - minimum yield strength
 - maximum operation pressure of the pipeline
2. With the exception of the maximum operation pressure of the pipeline, this information is to be supplied for both the carrier pipe and the casing.
3. Assurance must also be given that the installation material and design meet the minimum Federal Safety Standards for Liquid and Gas Pipe Lines. Assurance must be provided on company letterhead and signed by an authorized representative of the company.

4. Petroleum Pipelines:

Type of Pipeline	Depth (below deepest ditch grade)	Special Requirements
Encased Pipe	Less than 10'	Must be covered with concrete pad at least 36" deep
Encased Pipe	Greater than 10'	No concrete pad required
Non-Cased Pipe	Less than 10'	Must be covered with concrete pad at least 48" deep
Non-Cased Pipe	Greater than 10'	No concrete pad required

The Concrete pad shall be minimum of 3" thick and width shall be pipe diameter plus 18" minimum.

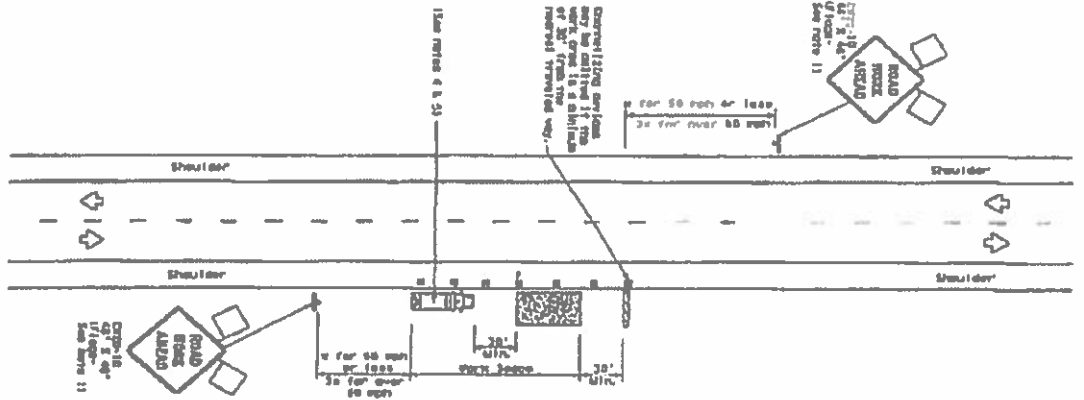
5. Under no circumstances will a pipeline be installed parallel to a County Road within the Right-of-Way. Transmission lines have been determined to be petroleum pipelines (which includes natural gas lines) and shall not be parallel to a County Road.
6. Natural Gas Distribution is a line that serves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

DISCLAIMER: The user of this document is advised that the Texas Department of Transportation (TxDOT) is not responsible for any errors or omissions in this document. The user of this document is advised that the Texas Department of Transportation (TxDOT) is not responsible for any damages resulting from the use of this document.

DATE: 11/11/11

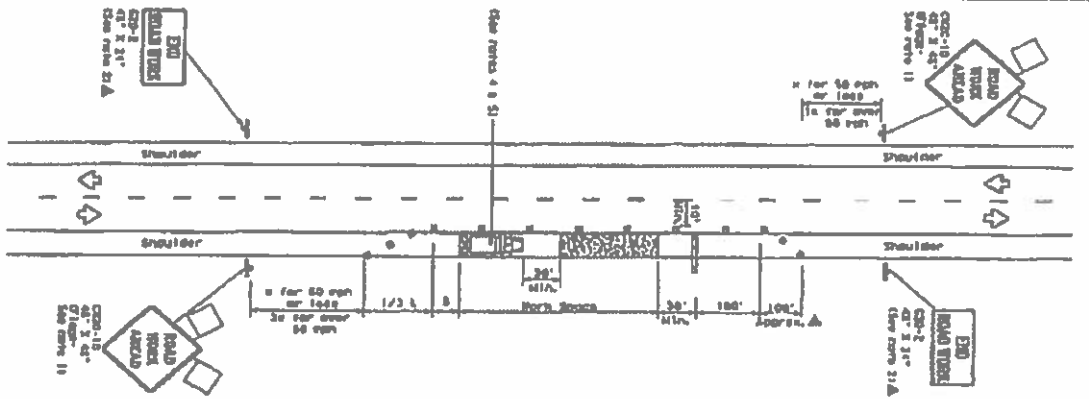
WORK SPACE NEAR SHOULDER
Conventional Roads

TCP (2-10)



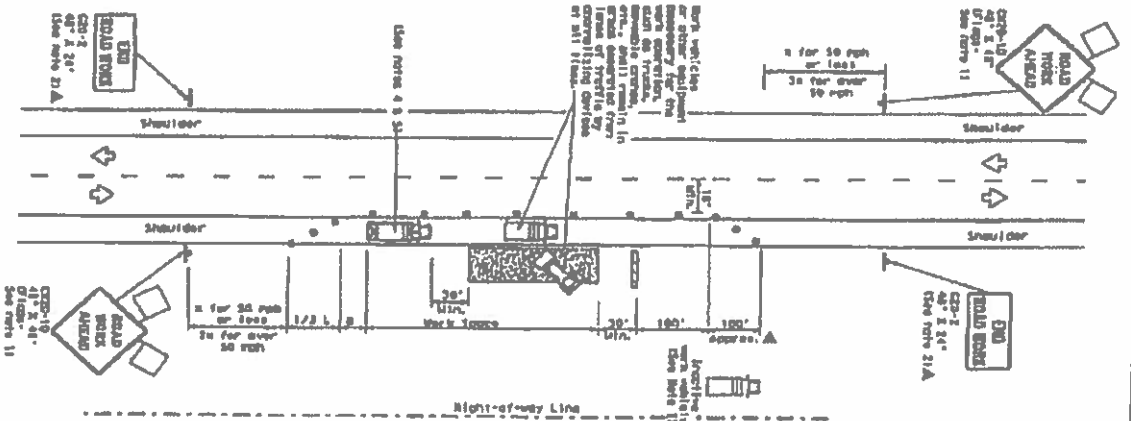
WORK SPACE ON SHOULDER
Conventional Roads

TCP (2-1b)



WORK VEHICLES ON SHOULDER
Conventional Roads

TCP (2-1c)



LEGEND

□	Sign 2 Barrels	▲	Channeling Device
□	Heavy Work Vehicle	□	Truck Mounted Attenuator (TMA)
□	Flashing Arrow Board	□	Portals in Channeling Device (SLO, SMO)
▲	Sign	▲	Variable Flow
□	Flow	□	Flow

Product Form	Standard		Standard (Optional)		Minimum	Maximum
	18"	12"	18"	12"		
1	150'	100'	100'	50'	100'	50'
2	150'	100'	100'	50'	100'	50'
3	150'	100'	100'	50'	100'	50'
4	150'	100'	100'	50'	100'	50'
5	150'	100'	100'	50'	100'	50'
6	150'	100'	100'	50'	100'	50'
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99	150'	100'	100'	50'	100'	50'
100	150'	100'	100'	50'	100'	50'

TYPICAL USAGE

PRODUCT	MINIMUM	MAXIMUM
Sign 2 Barrels	100'	150'
Heavy Work Vehicle	100'	150'
Flashing Arrow Board	100'	150'
Portals in Channeling Device (SLO, SMO)	100'	150'
Variable Flow	100'	150'
Flow	100'	150'

- GENERAL NOTES**
1. Refer to the project manual for details.
 2. All traffic control signs shall be illuminated or reflective, unless otherwise specified.
 3. Signs shall be placed in the center of the lane.
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Texas Department of Transportation
TxDOT

TRAFFIC CONTROL PLAN
CONVENTIONAL ROAD
SHOULDER WORK

TCP (2-1)-12

DATE	DESCRIPTION	BY	APP'D
11/11/11	Initial Design	[Signature]	[Signature]
11/11/11	Final Design	[Signature]	[Signature]

APPLICATION FOR PIPELINE UTILITY PERMIT
DESIGNATING PLACEMENT OF UTILITY IN COUNTY RIGHT OF WAY

TO: THE COUNTY ENGINEER OF BRAZOS COUNTY, TEXAS

Comes now Bahia Pipeline LLC [company name], hereinafter referred to as "Company" a Texas [state] Corporation, with authority to transact business in Texas, acting by and through its duly authorized representative, and hereby petitions the County Engineer for the right to lay, construct, maintain, repair and/or operate equipment under, over, across and/or along certain County Roads as shown on drawings and diagrams attached hereto and said location described as follows:

Facility to Cross Road

Road Name & Block Number	Length of Crossing	TYPE OF CONSTRUCTION (CHECK ONE)			
		Bored	Jacked	Driven	Cased
Locke	63'	X			

Facility to Parallel County Road Within Right-Of-Way

Road Name and Block Number	From	To	Distance

CONSTRUCTION TYPE

30" Diameter 0.635" Wall Thickness High Pressure Underground Pipeline (60 psi or greater operating pressure) Low Pressure Underground Pipeline (60 psi operating pressure)
 Material Specification X70 API 5L PSL2
 Minimum Yield Strength 70,000 PSI
 Maximum Operation Pressure 1480 psig

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

The Company shall commence actual construction/work in good faith within 60 days from the date of said permit and shall complete said construction /work within 180 working days. (COMPANY MUST FILL IN). If such construction is not begun by the 60th day, Company will be required to apply for a new permit.

Company declares that prior to filing this application, it has ascertained the location of all existing utilities, both aerial and underground, and the filing of this application is prima facie evidence that the proposed installation will not conflict with any existing utility.

A copy of this permit shall be kept at the job site any time work is being performed.

It is expressly stipulated that this Permit is a license for permissive use only and that the placing of facilities upon public property pursuant to this permit shall not operate to create or vest any property right in said holder.

It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the County's right, title and interest in the land to be entered upon and used by the holder and the holder will at all times assume risk of and indemnify, defend and save harmless Brazos County from and against any and all loss, damages, cost or

expense arising in any manner on account of the exercise or attempted exercise by said holder of the aforesaid rights and privileges.

Any deviation from these specifications must be approved by Brazos County Engineer's Office or its designated representative.

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

Applicant agrees to comply with all rules of the County Commissioners and the County Engineer in construction of said installation attached hereto as **BRAZOS COUNTY DESIGN STANDARDS AND SAFETY PRECAUTION REQUIREMENTS FOR WORK CONDUCTED IN BRAZOS COUNTY RIGHTS OF WAY** and incorporated herein for reference.

In the event Company fails to obtain a permit prior to the installation or does not install utilities in compliance with installation requirements set forth herein (i.e. depth, location, etc), Company assumes all financial responsibility for damages and/or destruction of lines, cables, etc. based upon its failure to comply with Brazos County requirements.

Applicant agrees that if Brazos County demonstrates a violation of the terms of this policy, Applicant stipulates that requisites for injunctive relief exist and that Brazos County is entitled to relief enjoining any conduct by applicant which is contrary to the policies.

This permit is a revocable permit. Brazos County reserves the right to revoke this permit at any time, in the sole discretion of Brazos County, for interests of public health, safety or welfare, or for failure to repair any damages upon demand, or for any other reason deemed sufficient by Brazos County.

In the event Company fails to comply with any or all of the requirements as set forth herein, the County may take such action as it deems appropriate to compel compliance. The County Engineer further retains the right to revoke this Permit by verbal notification to the Applicant/Company.

Failure to obtain this permit and/or notify the County Engineer's Office within 24 hours of beginning construction shall constitute grounds for job shutdown.

By signing below, I certify that I am authorized to represent the Company listed below, and that the Company agrees to the conditions/provisions included in this permit.

Bahia Pipeline LLC

Company Name

Jeffrey L. Waldo

By

Jeffrey L. Waldo, Agent and Attorney-in-Fact

Signature

Title

P.O. Box 4324

Address

Houston

TX

77210

City

State

Zip

(303) 818-3277

Phone Number

Tonysaucedo@summitresourcesland.com

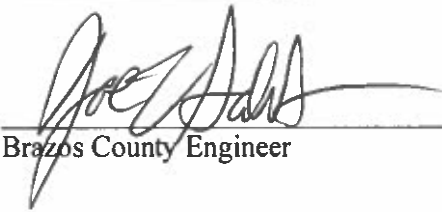
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PIPELINE UTILITY APPROVAL

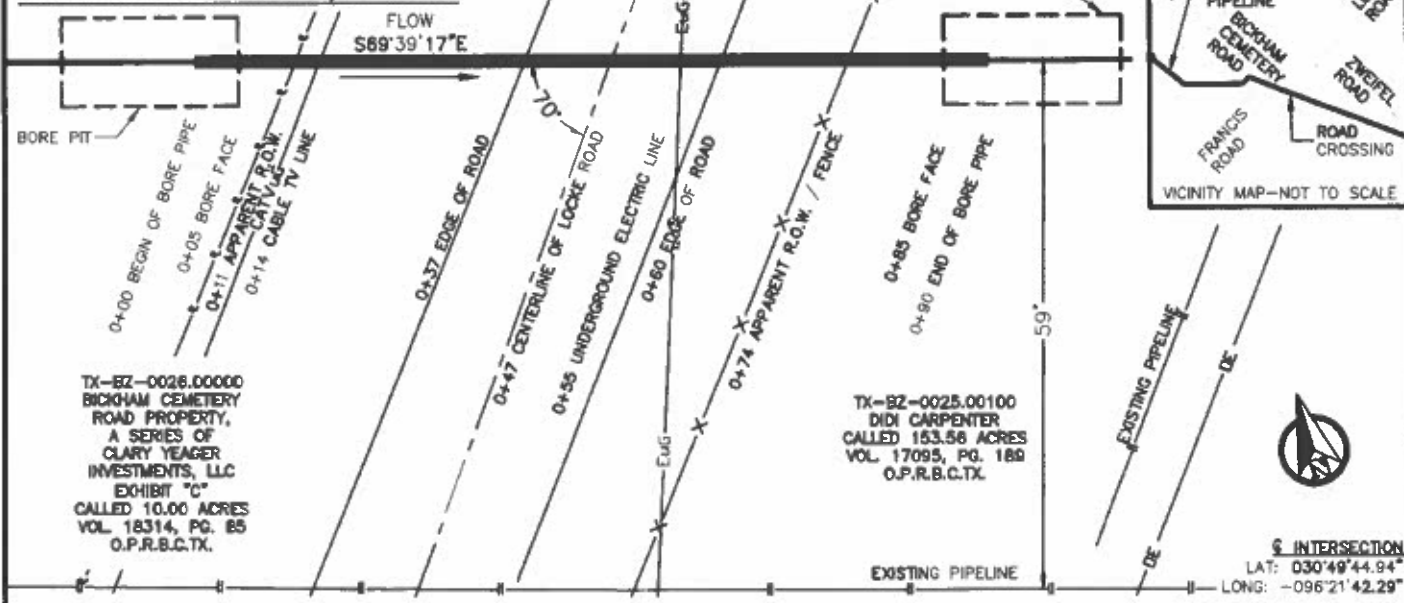
Brazos County offers no objection to the proposed location of the utility in the County right of way as shown by accompanying drawings and notice dated November 14, 2024 except as noted below:
(Month/Day/Year)

EXCEPTIONS:

NONE

For  _____
Brazos County Engineer

BRAZOS COUNTY, TEXAS

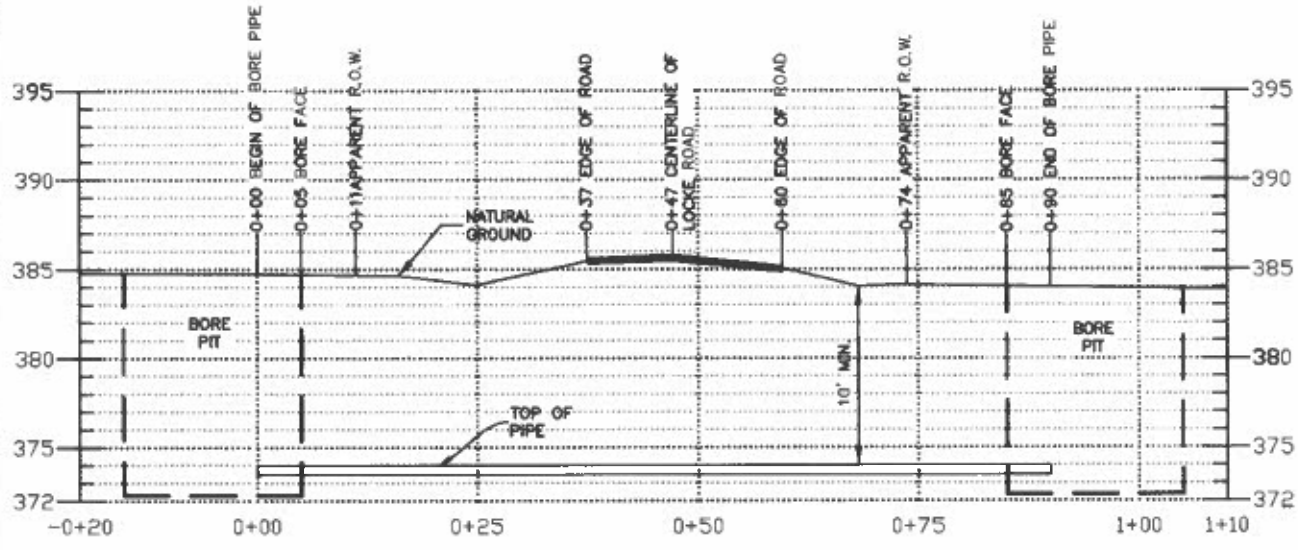


TX-BZ-0026.0000
BICKHAM CEMETERY
ROAD PROPERTY,
A SERIES OF
CLARY YEAGER
INVESTMENTS, LLC
EXHIBIT "C"
CALLED 10.00 ACRES
VOL. 18314, PG. 85
O.P.R.B.C.TX.

TX-BZ-0025.00100
DIDI CARPENTER
CALLED 153.58 ACRES
VOL. 17095, PG. 180
O.P.R.B.C.TX.

PLAN
SCALE: HOR. 1"=20'
573 FEET / 0.11 MILES WEST TO FRANCIS ROAD

☉ INTERSECTION
LAT: 030°19'44.94"
LONG: -096°21'42.29"
ROAD R.O.W. WIDTH = ±60'
CLOSEST INTERSECTION



PROFILE
SCALE: HOR. 1"=20'
SCALE: VER. 1"=10'
NOTE:
120" MINIMUM BELOW LOWEST POINT

- NOTES:**
- HORIZONTAL DATUM: TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD83 (2011). ALL DISTANCES ARE REPRESENTED IN GRID VALUES, MEASURED IN U.S. SURVEY FEET, AND ARE BASED ON SAID HORIZONTAL DATUM.
 - EXISTING UTILITIES ARE SHOWN IN APPROXIMATE LOCATION GENERATED FROM PREVIOUS MAPS AND SURVEY. CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION OF ALL EXISTING UTILITIES IN THE AREA OF WORK PRIOR TO CONSTRUCTION AND CALL TEXAS ONE CALL SYSTEM AT 1-800-344-8377 AND ALL OTHER UTILITY COMPANIES AT LEAST 2 WORKING DAYS (48 HOURS) PRIOR TO CONSTRUCTION.
 - THIS CROSSING IS DESIGNED AND WILL BE CONSTRUCTED IN ACCORDANCE WITH TITLE 49, CODE OF FEDERAL REGULATIONS, PART 195, AND ASME B31.4 PIPELINE TRANSPORTATION SYSTEMS FOR LIQUIDS AND SLURRIES.
 - LINE WILL BE INSTALLED BY CONVENTIONAL BORE METHOD.
 - CONTRACTORS: IT IS YOUR RESPONSIBILITY TO CONTACT THE APPROVING AUTHORITY 48 HOURS PRIOR TO START OF CONSTRUCTION.



Alfredo Saenz Jr.
12 JUNE 2024

- PIPE DATA**
- PRODUCT: NATURAL GAS LIQUIDS
 - CARRIER PIPE: 30,000" X 0.835" W.T., API 5L X-70 PSL2 PIPE W/14-22 MILS FBE & 30-40 MILS ARO COATING.
 - CATHODIC PROTECTION: RECTIFIER IMPRESSED CURRENT
 - SEAM JOINT FACTOR = 1.0
 - SPECIFIED MIN. YIELD STRENGTH: 70,000 PSI
 - MAX TEST PRESSURE 2,056 PSIG
 - MIN TEST PRESSURE 1,850 PSIG
 - MAX OPERATING PRESSURE 1,480 PSIG

PROJECT: BAHIA PIPELINE
JOB NUMBER: 102364
ISSUE DATE: 11/18/2023
CHECKED: P. LOPEZ
TECHNICIAN: B. VALDEZ
TRACT ID: TX-BZ-0026.00010



TX-BZ-0026.00010
BAHIA PIPELINE
LOCKE ROAD CROSSING
BRAZOS COUNTY, TEXAS

**BRAZOS COUNTY ROADWAY SAFETY AND ROAD
PRESERVATION STANDARDS FOR WORK CONDUCTED IN
BRAZOS COUNTY RIGHTS OF WAY**

A. General Requirements

1. Adequate drainage shall be maintained in ditches at all times.
2. Permittee will use best management practices ("BMP") (EPA and TCEQ both provide lists of examples of BMPs) to minimize erosion and sedimentation resulting from the proposed installation.
3. The permittee shall take precautions to avoid damage to property. All County Right of Way and property shall be restored to its original condition, as far as practical, in the opinion of the County Engineer or appointed representative.
4. The construction and maintenance of such utility shall not interfere with the property or rights of a prior occupant.
5. Permittee shall not interfere with other utilities located in the right of way. In the event damages occur, permittee will be liable to the County or other utilities running through the right of way.
6. County Engineer shall determine whether or not permittee's plans shall inconvenience the public. If it is determined that inconvenience to the public exists, then the County Engineer will decide whether such project will be allowed or if an alternative exists so as not to inconvenience the public.

B. Safety Requirements

1. Proper traffic control measures must be put in place prior to beginning work and remain in place during the duration of the job. All traffic control measures must follow the Texas Manual of Uniform Traffic Control Devices (TMUTCD). See Traffic Control Requirements below.
2. During construction, all safety regulations of the Texas Department of Transportation shall be observed.
3. Permittee must take such precautions and measures, including placing and displaying safety devices, as may be necessary, in order to safely conduct the public through the project area. Company shall provide flagmen, signs, signals or devices necessary to provide complete safety to the public.
4. Adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners.
5. No cable, conduit and/or pole line shall be laid, constructed, maintained and/or repaired so as to constitute a danger or hazard of any kind to persons or vehicles using such road. Any poles placed in the Right of Way for future installation shall be placed at the back of the Right of Way. Exceptions may be approved by the County Engineer.

C. Traffic Control Plan

1. A traffic control plan, pursuant to the TMUTCD or Engineered Traffic Control Plan must be provided for the following:
 - a. Any construction (i.e. pit, excavation, hole) left open over night, requires specific nighttime traffic control measures pursuant to the TMUTCD;
 - b. If construction is within ten (10) feet of the roadway; or
 - c. Any work performed in the road right-of-way;
2. Plan must be attached to the permit and kept at the job site any time work is being performed.

3. Plan must set forth the time of completion for the job.

D. Design Standards

1. All overhead installations shall conform to clearance standards of the Texas Department of Transportation and the pole be placed in the designated area for power specified as set forth in the *Texas Utilities Code, Section 181.045*.
2. All pole installation (including lighting) shall be placed at the backside of the Right of Way to ensure safety to the public. Any pole placed in violation of this requirement will be required to be moved to the appropriate location at the company's expense. Exceptions may be approved by the County Engineer.
3. All underground installations shall (these are minimum depths – utility may place deeper):
 - a. be placed at a minimum depth of forty-eight (48) inches below the top of the pavement;
 - b. be at least thirty-six (36) inches below ditch flow line when installation is within the area measured from top of bank to top of bank;
 - c. be at least forty-eight (48) inches below ditch flow line if low pressure gas or petroleum lines. For high pressure gas and petroleum lines, see High Pressure Pipelines requirements listed below;
 - d. not be closer than ten (10) feet from the edge of pavement. Exceptions may apply in rights of way of less than 60'.
4. Water Lines: All water lines must be a minimum 36-inches below the ditch flow line and cased. Waterlines shall be cased if crossing under the roadway.
5. Utilities in all new developments that have 60 feet or greater of right of way shall be installed within designated locations based upon the type of utility. The locations shall be as follows: (measured from back of right-of-way).
 - Power – 0-2 feet, nominally 1'
 - Phone – 2-4 feet, nominally 3'
 - Gas – 4-6 feet, nominally 5'
 - Cable – 6-8 feet, nominally 7'
6. Utilities with less than 60 feet right-of-way in all new developments shall install the utility in a similar manner as referenced in No. 3 above, however, the County Engineer or its designated representative will provide final approval of each utility location.
7. The length of any trench to be opened in advance of the pipe, conduit or ducts may not be longer than 400' if left open over night or unattended.
8. Crossings under a county road shall:
 - a. be bored or jacked. **ABSOLUTELY NO OPEN CUTS WITHIN COUNTY ROAD PAVEMENT:**
 - b. be pressure grouted for the full length of the crossing *if* the annular space between pipe and casing and soil exceeds one (1) inch. Brazos County must be given 24 hours notice of pressure grouting operations and have the opportunity to have an inspector on site to observe pressure grouting operations;
 - c. TxDOT Standard Specification Item 476 shall be followed for all boring, jacking, tunneling and joints.
9. Bore Pits
 - a. no pits shall remain open longer than 2 days;
 - b. all pits shall have proper traffic control measures in place. See Traffic Control Plan listed above.
 - c. pits shall NOT be located within ten (10) feet from the edge of pavement without prior approval from the County Engineer or his representative;
 - d. when pits are to remain open for more than 8 hours, due diligence will be used in protecting the spoil pile to prevent drainage problems;

- e. based upon soil conditions, the County Engineer or his representative may require shoring to protect pavement integrity;
 - f. based upon soil conditions, the County Engineer or his representative may require pits be placed further from the edge of road.
10. Any installation within ten (10) feet of edge of pavement shall meet the following:
- a. location must be approved by the County Engineer or his representative
 - b. backfilled with cement stabilized material.
 - c. based upon soil conditions, the County Engineer or his representative may require shoring to protect pavement integrity.
 - d. All excess water and mud shall be removed from the trench prior to backfilling. Any backfill placed during a rainy period or at other times where excess water cannot be prevented from entering the trench will be considered TEMPORARY and shall be replaced with PERMANENT cement stabilized material as soon as weather permits;
 - e. All disturbed base and pavement materials shall be removed and restored to the satisfaction of the County Engineer or his representatives.
 - f. No side or lateral tamping to fill voids under the base and pavement materials is allowed.
11. Company must be careful to not jeopardize the slope or integrity of the shoulder of the road. In the event Company damages the slope, shoulder or any other portion of the right-of-way, Company will be responsible for repairing the damage and replacing the right-of-way to the condition it was prior to commencing construction.
12. Operation of construction and/or maintenance equipment on the traveled surface of any improved County road will not be permitted, except in an instance whereby the laying, construction, maintenance and/or repair of cables, conduits and/or pole lines cannot be accomplished by any other method and in this event all such equipment shall be of the rubber tire variety. Appropriate traffic control shall be provided meeting TMUTCD requirements.
13. In the event said construction and/or maintenance and/or repair requires Company to remove, cut or jeopardize any section of the road (asphalt, cement, road base, etc), Company will be required to provide a performance bond or letter of credit securing necessary repairs. Said bond amount will be determined by the County Engineer.
14. The applicant shall submit a letter of "No Objection" from the Army Corps of Engineers for all designated wetlands and environmentally sensitive lands.

E. Emergency work

- 1. In the event Company is required to perform emergency services, that requires excavation in a County Right of Way, and unable to notify the County Engineer prior to conducting emergency repairs, Company shall notify County Engineer within 24 hours of beginning construction/repairs. This will allow the County Engineer and Road & Bridge Office an opportunity to inspect the site to ensure the integrity of the County Right of Way and traffic safety controls used.

F. Repairs to existing facilities

- 1. Maintenance and/or repair to existing cables, conduits, and/or pole lines which require disturbance of the soil, shall not be performed until plans describing such maintenance and/or repair have been approved by the County Engineer or designated representative and a permit has been obtained.

G. Relocation of utilities:

- 1. When and if the County Engineer determines that it is necessary for the construction, repair, improvement, alteration or relocation of all or any portion of said road, any or all poles, wires, pipes, cables or other facilities and appurtenances authorized hereunder, shall be removed from said road, or reset or relocated thereon, as required by the County Engineer within a reasonable time as determined by the County Engineer and Utility Company, and at the expense of the Utility Company.

H. High Pressure Pipelines

1. All utility Permits for high pressure pipelines (generally 60 PSI or greater), whether pertaining to controlled access or non-controlled access installations, should contain the following additional information in the description of the permit.

- diameter
- wall thickness
- material specification
- minimum yield strength
- maximum operation pressure of the pipeline

2. With the exception of the maximum operation pressure of the pipeline, this information is to be supplied for both the carrier pipe and the casing.

3. Assurance must also be given that the installation material and design meet the minimum Federal Safety Standards for Liquid and Gas Pipe Lines. Assurance must be provided on company letterhead and signed by an authorized representative of the company.

4. Petroleum Pipelines:

Type of Pipeline	Depth (below deepest ditch grade)	Special Requirements
Encased Pipe	Less than 10'	Must be covered with concrete pad at least 36" deep
Encased Pipe	Greater than 10'	No concrete pad required
Non-Cased Pipe	Less than 10'	Must be covered with concrete pad at least 48" deep
Non-Cased Pipe	Greater than 10'	No concrete pad required

The Concrete pad shall be minimum of 3" thick and width shall be pipe diameter plus 18" minimum.

5. Under no circumstances will a pipeline be installed parallel to a County Road within the Right-of-Way. Transmission lines have been determined to be petroleum pipelines (which includes natural gas lines) and shall not be parallel to a County Road.

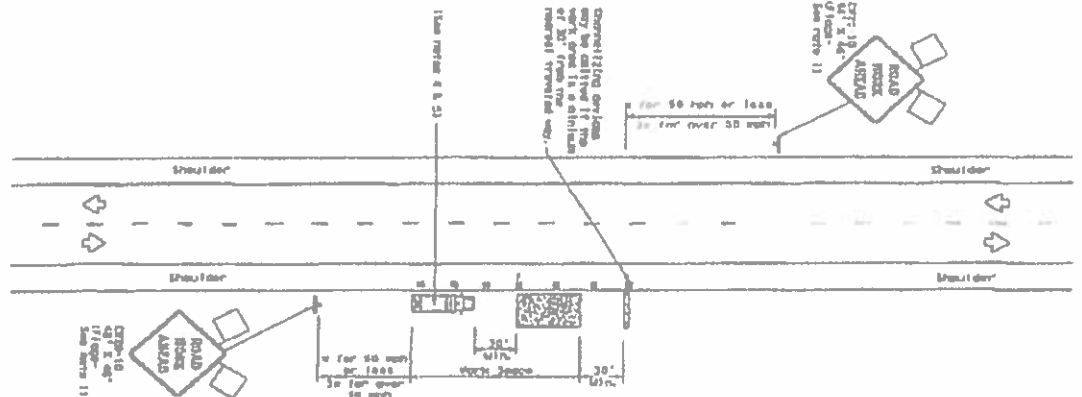
6. Natural Gas Distribution is a line that serves the final customer.

REVISIONS: The work on this drawing is to be done by the Traffic Engineer. The Traffic Engineer is responsible for the accuracy of the work on this drawing. The Traffic Engineer is not responsible for the accuracy of the work on this drawing.

DATE: 11/16

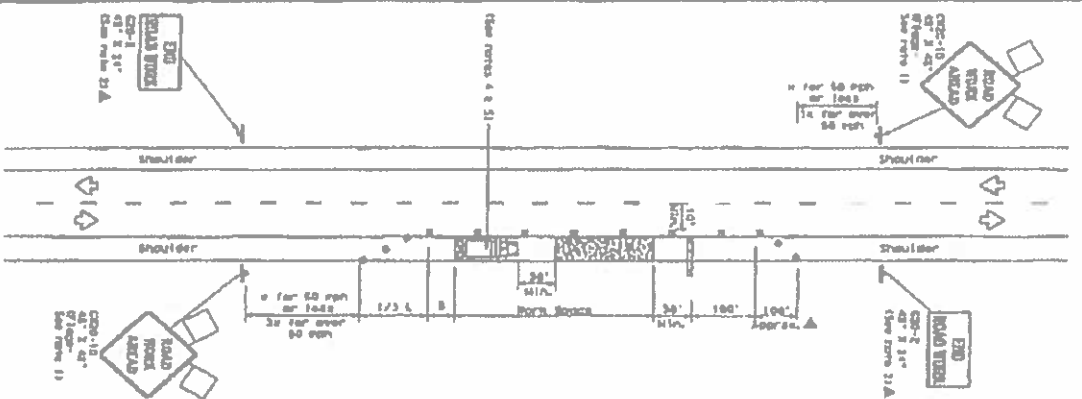
WORK SPACE NEAR SHOULDER
Conventional Roads

TCP (2-1a)



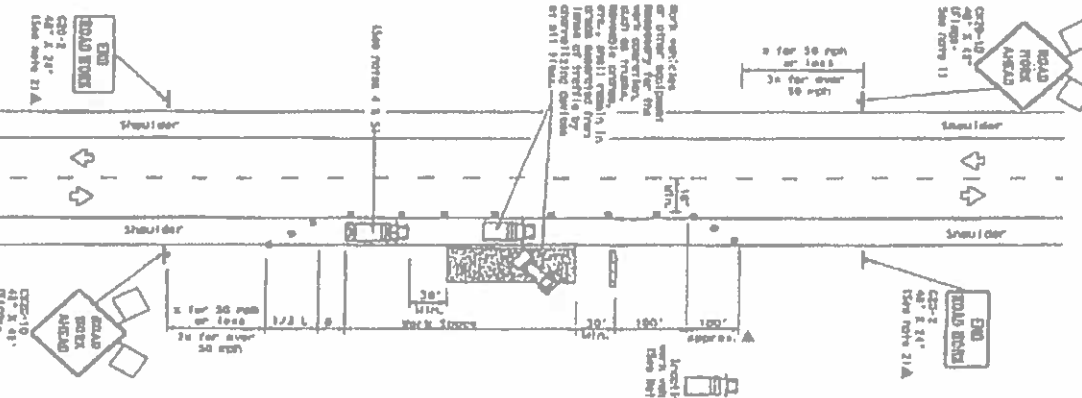
WORK SPACE ON SHOULDER
Conventional Roads

TCP (2-1b)



WORK VEHICLES ON SHOULDER
Conventional Roads

TCP (2-1c)



LEGEND

Symbol	Description
□	Open Tapered Shoulder
▨	Heavy Duty Vehicle
▧	TRUCK STOPPED
▩	TRUCK STOPPED (TRAIL)
▪	Partial Obstruction (Partial Stop)
▫	Partial Obstruction (Full Stop)
▬	Traffic Flow
○	Flagger

GENERAL NOTES

1. Plans obtained in days other than 7 or 10 days.
2. All traffic control devices (flashing or steady) must be observed with the right of way sign to be observed by the driver, or the right of way sign, when observed by the driver.
3. Standard work zone signs to be placed at 50 feet from the work zone.
4. Standard work zone signs to be placed at 100 feet from the work zone.
5. Standard work zone signs to be placed at 150 feet from the work zone.
6. Standard work zone signs to be placed at 200 feet from the work zone.
7. Standard work zone signs to be placed at 250 feet from the work zone.
8. Standard work zone signs to be placed at 300 feet from the work zone.
9. Standard work zone signs to be placed at 350 feet from the work zone.
10. Standard work zone signs to be placed at 400 feet from the work zone.

TYPICAL USAGE

Sign	Sign Size	Sign Color	Sign Material	Sign Shape
ROAD WORK AHEAD	36" x 48"	Red	Aluminum	Rectangle
END ROAD WORK	36" x 48"	Green	Aluminum	Rectangle
ROAD WORK AHEAD (Flagger)	36" x 48"	Red	Aluminum	Rectangle
END ROAD WORK (Flagger)	36" x 48"	Green	Aluminum	Rectangle

TRAFFIC CONTROL PLAN
CONVENTIONAL ROAD
SHOULDER WORK

TCP (2-1)-12

DATE

DATE	BY	REVISION
11/16	J. J. [Name]	1
11/16	J. J. [Name]	2
11/16	J. J. [Name]	3
11/16	J. J. [Name]	4
11/16	J. J. [Name]	5

APPLICATION FOR PIPELINE UTILITY PERMIT
DESIGNATING PLACEMENT OF UTILITY IN COUNTY RIGHT OF WAY

TO: THE COUNTY ENGINEER OF BRAZOS COUNTY, TEXAS

Comes now Bahia Pipeline LLC [company name], hereinafter referred to as "Company" a Texas [state] Corporation, with authority to transact business in Texas, acting by and through its duly authorized representative, and hereby petitions the County Engineer for the right to lay, construct, maintain, repair and/or operate equipment under, over, across and/or along certain County Roads as shown on drawings and diagrams attached hereto and said location described as follows:

Facility to Cross Road

Road Name & Block Number	Length of Crossing	TYPE OF CONSTRUCTION (CHECK ONE)			
		Bored	Jacked	Driven	Cased
Zweifel	153'	X			

Facility to Parallel County Road Within Right-Of-Way

Road Name and Block Number	From	To	Distance

CONSTRUCTION TYPE

30" Diameter 0.635" Wall Thickness High Pressure Underground Pipeline (60 psi or greater operating pressure) Low Pressure Underground Pipeline (60 psi operating pressure)
 Material Specification X70 API 5L PSL2
 Minimum Yield Strength 70,000 PSI
 Maximum Operation Pressure 1480 psig

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

The Company shall commence actual construction/work in good faith within 60 days from the date of said permit and shall complete said construction /work within 180 working days. (COMPANY MUST FILL IN). If such construction is not begun by the 60th day, Company will be required to apply for a new permit.

Company declares that prior to filing this application, it has ascertained the location of all existing utilities, both aerial and underground, and the filing of this application is prima facie evidence that the proposed installation will not conflict with any existing utility.

A copy of this permit shall be kept at the job site any time work is being performed.

It is expressly stipulated that this Permit is a license for permissive use only and that the placing of facilities upon public property pursuant to this permit shall not operate to create or vest any property right in said holder.

It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the County's right, title and interest in the land to be entered upon and used by the holder and the holder will at all times assume risk of and indemnify, defend and save harmless Brazos County from and against any and all loss, damages, cost or

expense arising in any manner on account of the exercise or attempted exercise by said holder of the aforesaid rights and privileges.

Any deviation from these specifications must be approved by Brazos County Engineer's Office or its designated representative.

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

Applicant agrees to comply with all rules of the County Commissioners and the County Engineer in construction of said installation attached hereto as **BRAZOS COUNTY DESIGN STANDARDS AND SAFETY PRECAUTION REQUIREMENTS FOR WORK CONDUCTED IN BRAZOS COUNTY RIGHTS OF WAY** and incorporated herein for reference.

In the event Company fails to obtain a permit prior to the installation or does not install utilities in compliance with installation requirements set forth herein (i.e. depth, location, etc), Company assumes all financial responsibility for damages and/or destruction of lines, cables, etc. based upon its failure to comply with Brazos County requirements.

Applicant agrees that if Brazos County demonstrates a violation of the terms of this policy, Applicant stipulates that requisites for injunctive relief exist and that Brazos County is entitled to relief enjoining any conduct by applicant which is contrary to the policies.

This permit is a revocable permit. Brazos County reserves the right to revoke this permit at any time, in the sole discretion of Brazos County, for interests of public health, safety or welfare, or for failure to repair any damages upon demand, or for any other reason deemed sufficient by Brazos County.

In the event Company fails to comply with any or all of the requirements as set forth herein, the County may take such action as it deems appropriate to compel compliance. The County Engineer further retains the right to revoke this Permit by verbal notification to the Applicant/Company.

Failure to obtain this permit and/or notify the County Engineer's Office within 24 hours of beginning construction shall constitute grounds for job shutdown.

By signing below, I certify that I am authorized to represent the Company listed below, and that the Company agrees to the conditions/provisions included in this permit.

Bahia Pipeline LLC

Company Name

Jeffrey L. Waldo

By

Jeffrey L. Waldo, Agent and Attorney-in-Fact

Signature

Title

P.O. Box 4324

Address

Houston TX 77210

City State Zip

(303) 818-3277

Phone Number

Tonysaucedo@summitresourcesland.com

Email:

PIPELINE UTILITY APPROVAL

Brazos County offers no objection to the proposed location of the utility in the County right of way as shown by accompanying drawings and notice dated November 14, 2024 except as noted below:
(Month/Day/Year)

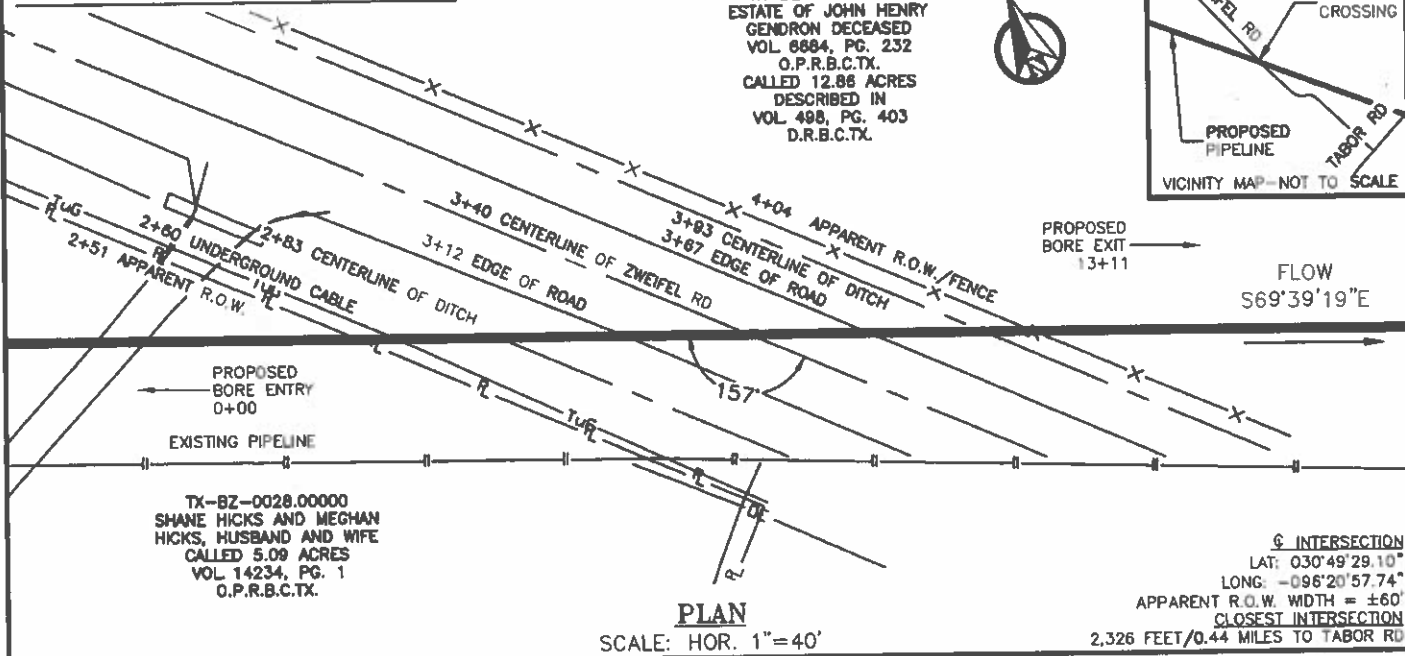
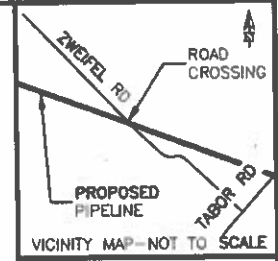
EXCEPTIONS:

NONE

For  _____
Brazos County Engineer

BRAZOS COUNTY, TEXAS

TX-BZ-0031.00000
 ESTATE OF JOHN HENRY
 GENDRON DECEASED
 VOL. 8884, PG. 232
 O.P.R.B.C.TX.
 CALLED 12.88 ACRES
 DESCRIBED IN
 VOL. 498, PG. 403
 D.R.B.C.TX.



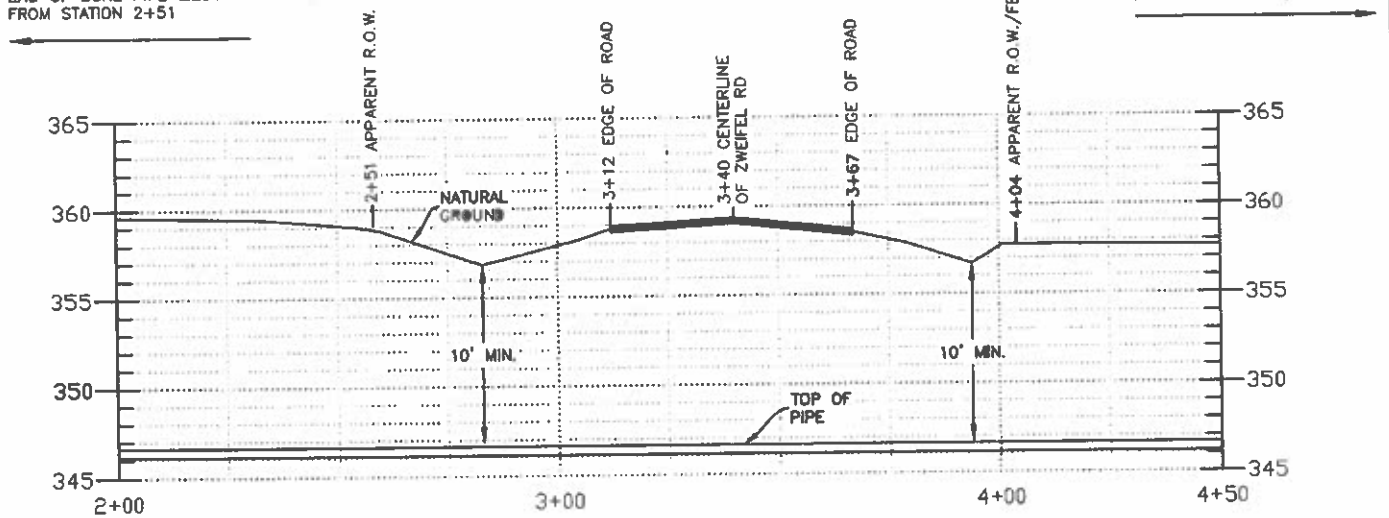
TX-BZ-0028.00000
 SHANE HICKS AND MEGHAN
 HICKS, HUSBAND AND WIFE
 CALLED 5.09 ACRES
 VOL. 14234, PG. 1
 O.P.R.B.C.TX.

INTERSECTION
 LAT: 030°49'29.10"
 LONG: -096°20'57.74"
 APPARENT R.O.W. WIDTH = ±60'
 CLOSEST INTERSECTION
 2,326 FEET/0.44 MILES TO TABOR RD

PLAN
 SCALE: HOR. 1" = 40'

WEST SIDE HDD INFORMATION:
 BORE FACE ±246'
 END OF BORE PIPE ±251'
 FROM STATION 2+51

EAST SIDE HDD INFORMATION:
 BORE FACE ±902'
 END OF BORE PIPE ±907'
 FROM STATION 4+04



PROFILE
 SCALE: HOR. 1" = 40'
 SCALE: VER. 1" = 10'

NOTE:
 120" MINIMUM BELOW LOWEST POINT

- NOTES:**
- HORIZONTAL DATUM: TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD83 (2011). ALL DISTANCES ARE REPRESENTED IN GRID VALUES, MEASURED IN U.S. SURVEY FEET, AND ARE BASED ON SMD HORIZONTAL DATUM.
 - EXISTING UTILITIES ARE SHOWN IN APPROXIMATE LOCATION GENERATED FROM PREVIOUS MAPS AND SURVEY. CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION OF ALL EXISTING UTILITIES IN THE AREA OF WORK PRIOR TO CONSTRUCTION AND CALL TEXAS ONE CALL SYSTEM AT 1-800-344-8377 AND ALL OTHER UTILITY COMPANIES AT LEAST 2 WORKING DAYS (48 HOURS) PRIOR TO CONSTRUCTION.
 - THIS CROSSING IS DESIGNED AND WILL BE CONSTRUCTED IN ACCORDANCE WITH TITLE 49, CODE OF FEDERAL REGULATIONS, PART 195, AND ASME B31.4 PIPELINE TRANSPORTATION SYSTEMS FOR LIQUIDS AND SLURRIES.
 - LINE WILL BE INSTALLED BY HORIZONTAL DIRECTIONAL DRILL METHOD.
 - CONTRACTORS: IT IS YOUR RESPONSIBILITY TO CONTACT THE APPROVING AUTHORITY 48 HOURS PRIOR TO START OF CONSTRUCTION.

1. ALFREDO SAENZ JR., REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, P.E. NO. 102364, AN EMPLOYEE OF NORTHSTAR ENERGY SERVICES, INC., TX FIRM NO. P-14830, HAVE REVIEWED THE MATERIAL SPECIFICATIONS OF THIS PERMIT AND HAVE FOUND THEM TO BE ACCURATE AND SUITABLE FOR THIS PROPOSED PROJECT. I DO NOT ATTEST TO THE ACCURACY, COMPLETENESS, OR CORRECTNESS OF THE OTHER ASPECTS OF THE PERMIT, INCLUDING BUT NOT LIMITED TO, SURVEY, RIGHT-OF-WAY, PROPERTY OWNERSHIP DETERMINATION, AND LOCATION OF EXISTING FACILITIES THAT ARE THE RESPONSIBILITY OF OTHER PARTIES.



Alfredo Saenz Jr.
 17 JUNE 2024

- PIPE DATA**
- PRODUCT: NATURAL GAS LIQUIDS
 - CARRIER PIPE: 30.000" X 0.635" W.T., API 5L X-70 PSL2 PIPE W/14-22 MILS FBE & 30-40 MILS ARO COATING
 - CATHODIC PROTECTION: RECTIFIER IMPRESSED CURRENT
 - SEAM JOINT FACTOR = 1.0
 - SPECIFIED MIN YIELD STRENGTH: 70,000 PSI
 - MAX TEST PRESSURE 2,058 PSIG
 - MIN TEST PRESSURE 1,850 PSIG
 - MAX OPERATING PRESSURE 1,480 PSIG

PROJECT: BAHIA PIPELINE
 JOB NUMBER: 1023083294
 SURVEY DATE: 11/07/23
 CHECKED: K. KRAMER
 TECHNICIAN: D. HOLBROOK
 TRACT ID: TX-BZ-0028.00010



TX-BZ-0028.00010
 BAHIA PIPELINE
 ZWEIFEL RD CROSSING
 BELL COUNTY, TEXAS

**BRAZOS COUNTY ROADWAY SAFETY AND ROAD
PRESERVATION STANDARDS FOR WORK CONDUCTED IN
BRAZOS COUNTY RIGHTS OF WAY**

A. General Requirements

1. Adequate drainage shall be maintained in ditches at all times.
2. Permittee will use best management practices ("BMP") (EPA and TCEQ both provide lists of examples of BMPs) to minimize erosion and sedimentation resulting from the proposed installation.
3. The permittee shall take precautions to avoid damage to property. All County Right of Way and property shall be restored to its original condition, as far as practical, in the opinion of the County Engineer or appointed representative.
4. The construction and maintenance of such utility shall not interfere with the property or rights of a prior occupant.
5. Permittee shall not interfere with other utilities located in the right of way. In the event damages occur, permittee will be liable to the County or other utilities running through the right of way.
6. County Engineer shall determine whether or not permittee's plans shall inconvenience the public. If it is determined that inconvenience to the public exists, then the County Engineer will decide whether such project will be allowed or if an alternative exists so as not to inconvenience the public.

B. Safety Requirements

1. Proper traffic control measures must be put in place prior to beginning work and remain in place during the duration of the job. All traffic control measures must follow the Texas Manual of Uniform Traffic Control Devices (TMUTCD). See Traffic Control Requirements below.
2. During construction, all safety regulations of the Texas Department of Transportation shall be observed.
3. Permittee must take such precautions and measures, including placing and displaying safety devices, as may be necessary, in order to safely conduct the public through the project area. Company shall provide flagmen, signs, signals or devices necessary to provide complete safety to the public.
4. Adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners.
5. No cable, conduit and/or pole line shall be laid, constructed, maintained and/or repaired so as to constitute a danger or hazard of any kind to persons or vehicles using such road. Any poles placed in the Right of Way for future installation shall be placed at the back of the Right of Way. Exceptions may be approved by the County Engineer.

C. Traffic Control Plan

1. A traffic control plan, pursuant to the TMUTCD or Engineered Traffic Control Plan must be provided for the following:
 - a. Any construction (i.e. pit, excavation, hole) left open over night, requires specific nighttime traffic control measures pursuant to the TMUTCD;
 - b. If construction is within ten (10) feet of the roadway; or
 - c. Any work performed in the road right-of-way;
2. Plan must be attached to the permit and kept at the job site any time work is being performed.

3. Plan must set forth the time of completion for the job.

D. Design Standards

1. All overhead installations shall conform to clearance standards of the Texas Department of Transportation and the pole be placed in the designated area for power specified as set forth in the *Texas Utilities Code, Section 181.045*.
2. All pole installation (including lighting) shall be placed at the backside of the Right of Way to ensure safety to the public. Any pole placed in violation of this requirement will be required to be moved to the appropriate location at the company's expense. Exceptions may be approved by the County Engineer.
3. All underground installations shall (these are minimum depths – utility may place deeper):
 - a. be placed at a minimum depth of forty-eight (48) inches below the top of the pavement;
 - b. be at least thirty-six (36) inches below ditch flow line when installation is within the area measured from top of bank to top of bank;
 - c. be at least forty-eight (48) inches below ditch flow line if low pressure gas or petroleum lines. For high pressure gas and petroleum lines. see High Pressure Pipelines requirements listed below;
 - d. not be closer than ten (10) feet from the edge of pavement. Exceptions may apply in rights of way of less than 60'.
4. Water Lines: All water lines must be a minimum 36-inches below the ditch flow line and cased. Waterlines shall be cased if crossing under the roadway.
5. Utilities in all new developments that have 60 feet or greater of right of way shall be installed within designated locations based upon the type of utility. The locations shall be as follows: (measured from back of right-of-way).
 - Power – 0-2 feet, nominally 1'
 - Phone – 2-4 feet, nominally 3'
 - Gas – 4-6 feet, nominally 5'
 - Cable – 6-8 feet, nominally 7'
6. Utilities with less than 60 feet right-of-way in all new developments shall install the utility in a similar manner as referenced in No. 3 above, however, the County Engineer or its designated representative will provide final approval of each utility location.
7. The length of any trench to be opened in advance of the pipe, conduit or ducts may not be longer than 400' if left open over night or unattended.
8. Crossings under a county road shall:
 - a. be bored or jacked. **ABSOLUTELY NO OPEN CUTS WITHIN COUNTY ROAD PAVEMENT:**
 - b. be pressure grouted for the full length of the crossing *if* the annular space between pipe and casing and soil exceeds one (1) inch. Brazos County must be given 24 hours notice of pressure grouting operations and have the opportunity to have an inspector on site to observe pressure grouting operations;
 - c. TxDOT Standard Specification Item 476 shall be followed for all boring, jacking, tunneling and joints.
9. Bore Pits
 - a. no pits shall remain open longer than 2 days;
 - b. all pits shall have proper traffic control measures in place. See Traffic Control Plan listed above.
 - c. pits shall NOT be located within ten (10) feet from the edge of pavement without prior approval from the County Engineer or his representative;
 - d. when pits are to remain open for more than 8 hours, due diligence will be used in protecting the spoil pile to prevent drainage problems;

- e. based upon soil conditions, the County Engineer or his representative may require shoring to protect pavement integrity;
 - f. based upon soil conditions, the County Engineer or his representative may require pits be placed further from the edge of road.
10. Any installation within ten (10) feet of edge of pavement shall meet the following:
- a. location must be approved by the County Engineer or his representative
 - b. backfilled with cement stabilized material.
 - c. based upon soil conditions, the County Engineer or his representative may require shoring to protect pavement integrity.
 - d. All excess water and mud shall be removed from the trench prior to backfilling. Any backfill placed during a rainy period or at other times where excess water cannot be prevented from entering the trench will be considered TEMPORARY and shall be replaced with PERMANENT cement stabilized material as soon as weather permits:
 - e. All disturbed base and pavement materials shall be removed and restored to the satisfaction of the County Engineer or his representatives.
 - f. No side or lateral tamping to fill voids under the base and pavement materials is allowed.
11. Company must be careful to not jeopardize the slope or integrity of the shoulder of the road. In the event Company damages the slope, shoulder or any other portion of the right-of-way, Company will be responsible for repairing the damage and replacing the right-of-way to the condition it was prior to commencing construction.
12. Operation of construction and/or maintenance equipment on the traveled surface of any improved County road will not be permitted, except in an instance whereby the laying, construction, maintenance and/or repair of cables, conduits and/or pole lines cannot be accomplished by any other method and in this event all such equipment shall be of the rubber tire variety. Appropriate traffic control shall be provided meeting TMUTCD requirements.
13. In the event said construction and/or maintenance and/or repair requires Company to remove, cut or jeopardize any section of the road (asphalt, cement, road base, etc), Company will be required to provide a performance bond or letter of credit securing necessary repairs. Said bond amount will be determined by the County Engineer.
14. The applicant shall submit a letter of "No Objection" from the Army Corps of Engineers for all designated wetlands and environmentally sensitive lands.

E. Emergency work

1. In the event Company is required to perform emergency services, that requires excavation in a County Right of Way, and unable to notify the County Engineer prior to conducting emergency repairs, Company shall notify County Engineer within 24 hours of beginning construction/repairs. This will allow the County Engineer and Road & Bridge Office an opportunity to inspect the site to ensure the integrity of the County Right of Way and traffic safety controls used.

F. Repairs to existing facilities

1. Maintenance and/or repair to existing cables, conduits, and/or pole lines which require disturbance of the soil, shall not be performed until plans describing such maintenance and/or repair have been approved by the County Engineer or designated representative and a permit has been obtained.

G. Relocation of utilities:

1. When and if the County Engineer determines that it is necessary for the construction, repair, improvement, alteration or relocation of all or any portion of said road, any or all poles, wires, pipes, cables or other facilities and appurtenances authorized hereunder, shall be removed from said road, or reset or relocated thereon, as required by the County Engineer within a reasonable time as determined by the County Engineer and Utility Company, and at the expense of the Utility Company.

H. High Pressure Pipelines

1. All utility Permits for high pressure pipelines (generally 60 PSI or greater), whether pertaining to controlled access or non-controlled access installations, should contain the following additional information in the description of the permit.

- diameter
- wall thickness
- material specification
- minimum yield strength
- maximum operation pressure of the pipeline

2. With the exception of the maximum operation pressure of the pipeline, this information is to be supplied for both the carrier pipe and the casing.

3. Assurance must also be given that the installation material and design meet the minimum Federal Safety Standards for Liquid and Gas Pipe Lines. Assurance must be provided on company letterhead and signed by an authorized representative of the company.

4. Petroleum Pipelines:

<u>Type of Pipeline</u>	<u>Depth (below deepest ditch grade)</u>	<u>Special Requirements</u>
Encased Pipe	Less than 10'	Must be covered with concrete pad at least 36" deep
Encased Pipe	Greater than 10'	No concrete pad required
Non-Cased Pipe	Less than 10'	Must be covered with concrete pad at least 48" deep
Non-Cased Pipe	Greater than 10'	No concrete pad required

The Concrete pad shall be minimum of 3" thick and width shall be pipe diameter plus 18" minimum.

5. Under no circumstances will a pipeline be installed parallel to a County Road within the Right-of-Way. Transmission lines have been determined to be petroleum pipelines (which includes natural gas lines) and shall not be parallel to a County Road.

6. Natural Gas Distribution is a line that serves the final customer.

APPLICATION FOR PIPELINE UTILITY PERMIT
DESIGNATING PLACEMENT OF UTILITY IN COUNTY RIGHT OF WAY

TO: THE COUNTY ENGINEER OF BRAZOS COUNTY, TEXAS

Comes now Bahia Pipeline LLC [company name], hereinafter referred to as "Company" a Texas [state] Corporation, with authority to transact business in Texas, acting by and through its duly authorized representative, and hereby petitions the County Engineer for the right to lay, construct, maintain, repair and/or operate equipment under, over, across and/or along certain County Roads as shown on drawings and diagrams attached hereto and said location described as follows:

Facility to Cross Road

Road Name & Block Number	Length of Crossing	TYPE OF CONSTRUCTION (CHECK ONE)			
		Bored	Jacked	Driven	Cased
Ferrill Creek	59'	X			

Facility to Parallel County Road Within Right-Of-Way

Road Name and Block Number	From	To	Distance

CONSTRUCTION TYPE

30" Diameter 0.635" Wall Thickness High Pressure Underground Pipeline (60 psi or greater operating pressure) Low Pressure Underground Pipeline (60 psi operating pressure)

Material Specification X70 API 5L PSL2

Minimum Yield Strength 70,000 PSI

Maximum Operation Pressure 1480 psig

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

The Company shall commence actual construction/work in good faith within 60 days from the date of said permit and shall complete said construction /work within 180 working days. (COMPANY MUST FILL IN). If such construction is not begun by the 60th day, Company will be required to apply for a new permit.

Company declares that prior to filing this application, it has ascertained the location of all existing utilities, both aerial and underground, and the filing of this application is prima facie evidence that the proposed installation will not conflict with any existing utility.

A copy of this permit shall be kept at the job site any time work is being performed.

It is expressly stipulated that this Permit is a license for permissive use only and that the placing of facilities upon public property pursuant to this permit shall not operate to create or vest any property right in said holder.

It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the County's right, title and interest in the land to be entered upon and used by the holder and the holder will at all times assume risk of and indemnify, defend and save harmless Brazos County from and against any and all loss, damages, cost or

expense arising in any manner on account of the exercise or attempted exercise by said holder of the aforesaid rights and privileges.

Any deviation from these specifications must be approved by Brazos County Engineer's Office or its designated representative.

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

Applicant agrees to comply with all rules of the County Commissioners and the County Engineer in construction of said installation attached hereto as **BRAZOS COUNTY DESIGN STANDARDS AND SAFETY PRECAUTION REQUIREMENTS FOR WORK CONDUCTED IN BRAZOS COUNTY RIGHTS OF WAY** and incorporated herein for reference.

In the event Company fails to obtain a permit prior to the installation or does not install utilities in compliance with installation requirements set forth herein (i.e. depth, location, etc), Company assumes all financial responsibility for damages and/or destruction of lines, cables, etc. based upon its failure to comply with Brazos County requirements.

Applicant agrees that if Brazos County demonstrates a violation of the terms of this policy, Applicant stipulates that requisites for injunctive relief exist and that Brazos County is entitled to relief enjoining any conduct by applicant which is contrary to the policies.

This permit is a revocable permit. Brazos County reserves the right to revoke this permit at any time, in the sole discretion of Brazos County, for interests of public health, safety or welfare, or for failure to repair any damages upon demand, or for any other reason deemed sufficient by Brazos County.

In the event Company fails to comply with any or all of the requirements as set forth herein, the County may take such action as it deems appropriate to compel compliance. The County Engineer further retains the right to revoke this Permit by verbal notification to the Applicant/Company.

Failure to obtain this permit and/or notify the County Engineer's Office within 24 hours of beginning construction shall constitute grounds for job shutdown.

By signing below, I certify that I am authorized to represent the Company listed below, and that the Company agrees to the conditions/provisions included in this permit.

Bahia Pipeline LLC

Company Name

Jeffrey L. Waldo

By

Jeffrey L. Waldo, Agent and Attorney-in-Fact

Signature

Title

P.O. Box 4324

Address

Houston TX 77210

City

State

Zip

(303) 818-3277

Phone Number

Tonysaucedo@summitresourcesland.com

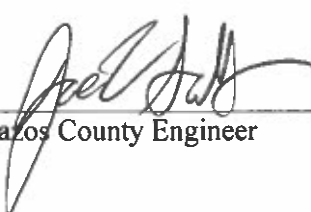
Email:

PIPELINE UTILITY APPROVAL

Brazos County offers no objection to the proposed location of the utility in the County right of way as shown by accompanying drawings and notice dated November 14, 2024 except as noted below:
(Month/Day/Year)

EXCEPTIONS:

NONE

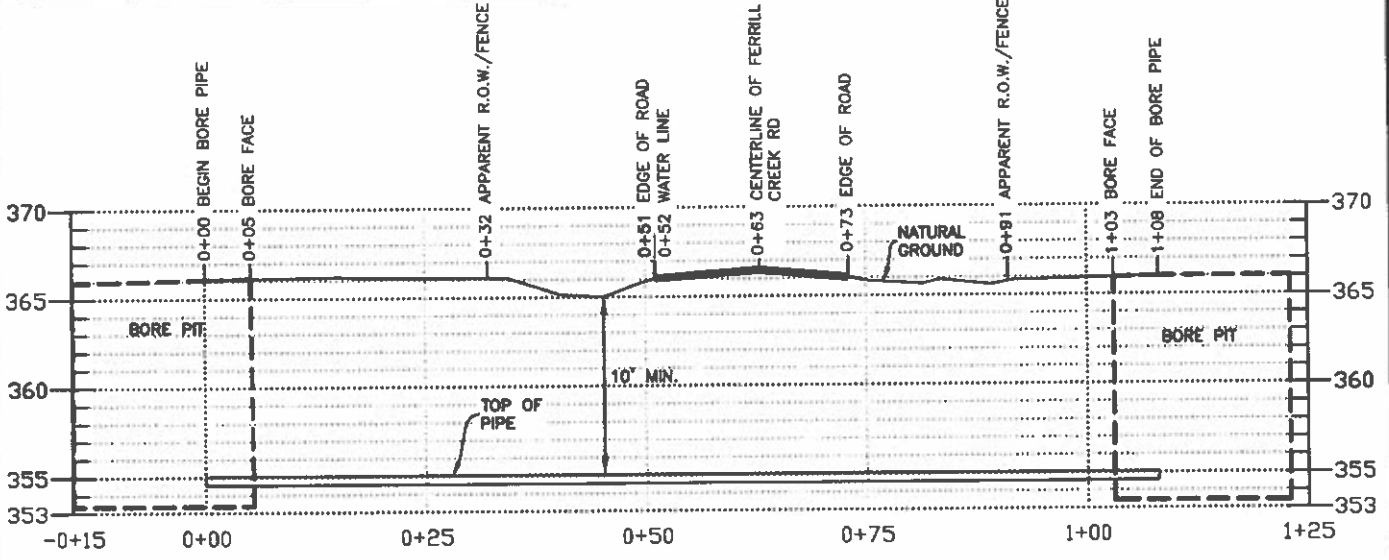
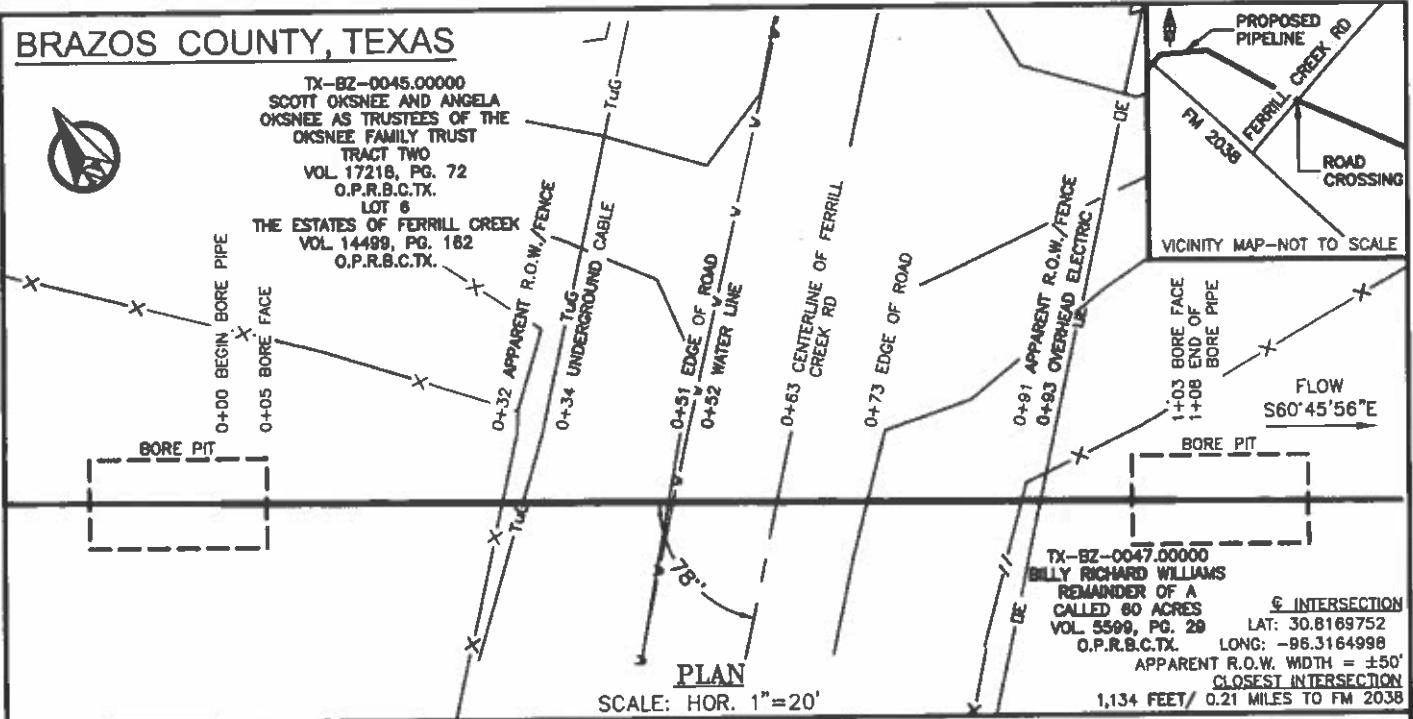
For 

Brazos County Engineer

BRAZOS COUNTY, TEXAS

TX-BZ-0045.0000
 SCOTT OKSNEE AND ANGELA
 OKSNEE AS TRUSTEES OF THE
 OKSNEE FAMILY TRUST
 TRACT TWO
 VOL. 17218, PG. 72
 O.P.R.B.C.TX.
 LOT 8
 THE ESTATES OF FERRILL CREEK
 VOL. 14489, PG. 182
 O.P.R.B.C.TX.

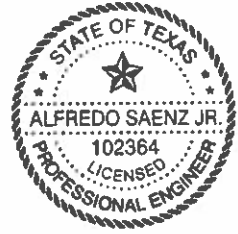
TX-BZ-0047.0000
 BILLY RICHARD WILLIAMS
 REMAINDER OF A
 CALLED 80 ACRES
 VOL. 5508, PG. 28
 O.P.R.B.C.TX.
 LONG: -86.3164998
 APPARENT R.O.W. WIDTH = ±50'
 CLOSEST INTERSECTION
 1,134 FEET/ 0.21 MILES TO FM 2038



NOTE:
 120" MINIMUM BELOW LOWEST POINT

NOTES:

- HORIZONTAL DATUM: TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD83 (2011). ALL DISTANCES ARE REPRESENTED IN GRID VALUES, MEASURED IN U.S. SURVEY FEET, AND ARE BASED ON SAID HORIZONTAL DATUM.
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- THIS CROSSING IS DESIGNED AND WILL BE CONSTRUCTED IN ACCORDANCE WITH TITLE 49, CODE OF FEDERAL REGULATIONS, PART 198, AND ASME B31.4 PIPELINE TRANSPORTATION SYSTEMS FOR LIQUIDS AND SLURRIES.
- LINE WILL BE INSTALLED BY CONVENTIONAL BORE METHOD.
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- ALFREDO SAENZ JR., REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, P.E. NO. 102364, AN EMPLOYEE OF NORTHSTAR ENERGY SERVICES, INC., TX FIRM NO. F-14838, HAVE REVIEWED THE MATERIAL SPECIFICATIONS OF THIS PERMIT AND HAVE FOUND THEM TO BE ACCURATE AND SUITABLE FOR THIS PROPOSED PROJECT. I DO NOT ATTEST TO THE ACCURACY, COMPLETENESS OR CORRECTNESS OF THE OTHER ASPECTS OF THIS PERMIT, INCLUDING BUT NOT LIMITED TO, SURVEY, RIGHT-OF-WAY, PROPERTY OWNERSHIP DETERMINATION, AND LOCATION OF EXISTING FACILITIES THAT ARE THE RESPONSIBILITY OF OTHER PARTIES.



Alfredo Saenz Jr.
 12 JUNE 2024

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- SEAM JOINT FACTOR = 1.0
- SPECIFIED MIN. YIELD STRENGTH: 70,000 PSI
- MAX TEST PRESSURE 2,058 PSIG
- MIN TEST PRESSURE 1,850 PSIG
- MAX OPERATING PRESSURE 1,480 PSIG

BAHIA PIPELINE
 102364
 SURVEY DATE: 11/01/23
 PROJECT NO. TX-BZ-0045.00010



TX-BZ-0045.00010
 BAHIA PIPELINE
 FERRILL CREEK RD CROSSING
 BRAZOS COUNTY, TEXAS

**BRAZOS COUNTY ROADWAY SAFETY AND ROAD
PRESERVATION STANDARDS FOR WORK CONDUCTED IN
BRAZOS COUNTY RIGHTS OF WAY**

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3. Permittee must take such precautions and measures, including placing and displaying safety devices, as may be necessary, in order to safely conduct the public through the project area. Company shall provide flagmen, signs, signals or devices necessary to provide complete safety to the public.
4. Adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners.
5. No cable, conduit and/or pole line shall be laid, constructed, maintained and/or repaired so as to constitute a danger or hazard of any kind to persons or vehicles using such road. Any poles placed in the Right of Way for future installation shall be placed at the back of the Right of Way. Exceptions may be approved by the County Engineer.

C. Traffic Control Plan

1. A traffic control plan, pursuant to the TMUTCD or Engineered Traffic Control Plan must be provided for the following:
 - a. Any construction (i.e. pit, excavation, hole) left open over night, requires specific nighttime traffic control measures pursuant to the TMUTCD;
 - b. If construction is within ten (10) feet of the roadway; or
 - c. Any work performed in the road right-of-way;
2. Plan must be attached to the permit and kept at the job site any time work is being performed.

3. Plan must set forth the time of completion for the job.

D. Design Standards

1. All overhead installations shall conform to clearance standards of the Texas Department of Transportation and the pole be placed in the designated area for power specified as set forth in the *Texas Utilities Code, Section 181.045*.
2. All pole installation (including lighting) shall be placed at the backside of the Right of Way to ensure safety to the public. Any pole placed in violation of this requirement will be required to be moved to the appropriate location at the company's expense. Exceptions may be approved by the County Engineer.
3. All underground installations shall (these are minimum depths – utility may place deeper):
 - a. be placed at a minimum depth of forty-eight (48) inches below the top of the pavement;
 - b. be at least thirty-six (36) inches below ditch flow line when installation is within the area measured from top of bank to top of bank;
 - c. be at least forty-eight (48) inches below ditch flow line if low pressure gas or petroleum lines. For high pressure gas and petroleum lines, see High Pressure Pipelines requirements listed below;
 - d. not be closer than ten (10) feet from the edge of pavement. Exceptions may apply in rights of way of less than 60'.
4. Water Lines: All water lines must be a minimum 36-inches below the ditch flow line and cased. Waterlines shall be cased if crossing under the roadway.
5. Utilities in all new developments that have 60 feet or greater of right of way shall be installed within designated locations based upon the type of utility. The locations shall be as follows: (measured from back of right-of-way).
 - Power – 0-2 feet, nominally 1'
 - Phone – 2-4 feet, nominally 3'
 - Gas – 4-6 feet, nominally 5'
 - Cable – 6-8 feet, nominally 7'
6. Utilities with less than 60 feet right-of-way in all new developments shall install the utility in a similar manner as referenced in No. 3 above, however, the County Engineer or its designated representative will provide final approval of each utility location.
7. The length of any trench to be opened in advance of the pipe, conduit or ducts may not be longer than 400' if left open over night or unattended.
8. Crossings under a county road shall:
 - a. be bored or jacked. **ABSOLUTELY NO OPEN CUTS WITHIN COUNTY ROAD PAVEMENT:**
 - b. be pressure grouted for the full length of the crossing *if* the annular space between pipe and casing and soil exceeds one (1) inch. Brazos County must be given 24 hours notice of pressure grouting operations and have the opportunity to have an inspector on site to observe pressure grouting operations;
 - c. TxDOT Standard Specification Item 476 shall be followed for all boring, jacking, tunneling and joints.
9. Bore Pits
 - a. no pits shall remain open longer than 2 days;
 - b. all pits shall have proper traffic control measures in place. See Traffic Control Plan listed above.
 - c. pits shall NOT be located within ten (10) feet from the edge of pavement without prior approval from the County Engineer or his representative;
 - d. when pits are to remain open for more than 8 hours, due diligence will be used in protecting the spoil pile to prevent drainage problems;

- e. based upon soil conditions, the County Engineer or his representative may require shoring to protect pavement integrity;
 - f. based upon soil conditions, the County Engineer or his representative may require pits be placed further from the edge of road.
10. Any installation within ten (10) feet of edge of pavement shall meet the following:
 - a. location must be approved by the County Engineer or his representative
 - b. backfilled with cement stabilized material.
 - c. based upon soil conditions, the County Engineer or his representative may require shoring to protect pavement integrity.
 - d. All excess water and mud shall be removed from the trench prior to backfilling. Any backfill placed during a rainy period or at other times where excess water cannot be prevented from entering the trench will be considered TEMPORARY and shall be replaced with PERMANENT cement stabilized material as soon as weather permits:
 - e. All disturbed base and pavement materials shall be removed and restored to the satisfaction of the County Engineer or his representatives.
 - f. No side or lateral tamping to fill voids under the base and pavement materials is allowed.
 11. Company must be careful to not jeopardize the slope or integrity of the shoulder of the road. In the event Company damages the slope, shoulder or any other portion of the right-of-way, Company will be responsible for repairing the damage and replacing the right-of-way to the condition it was prior to commencing construction.
 12. Operation of construction and/or maintenance equipment on the traveled surface of any improved County road will not be permitted, except in an instance whereby the laying, construction, maintenance and/or repair of cables, conduits and/or pole lines cannot be accomplished by any other method and in this event all such equipment shall be of the rubber tire variety. Appropriate traffic control shall be provided meeting TMUTCD requirements.
 13. In the event said construction and/or maintenance and/or repair requires Company to remove, cut or jeopardize any section of the road (asphalt, cement, road base, etc), Company will be required to provide a performance bond or letter of credit securing necessary repairs. Said bond amount will be determined by the County Engineer.
 14. The applicant shall submit a letter of "No Objection" from the Army Corps of Engineers for all designated wetlands and environmentally sensitive lands.

E. Emergency work

1. In the event Company is required to perform emergency services, that requires excavation in a County Right of Way, and unable to notify the County Engineer prior to conducting emergency repairs, Company shall notify County Engineer within 24 hours of beginning construction/repairs. This will allow the County Engineer and Road & Bridge Office an opportunity to inspect the site to ensure the integrity of the County Right of Way and traffic safety controls used.

F. Repairs to existing facilities

1. Maintenance and/or repair to existing cables, conduits, and/or pole lines which require disturbance of the soil, shall not be performed until plans describing such maintenance and/or repair have been approved by the County Engineer or designated representative and a permit has been obtained.

G. Relocation of utilities:

1. When and if the County Engineer determines that it is necessary for the construction, repair, improvement, alteration or relocation of all or any portion of said road, any or all poles, wires, pipes, cables or other facilities and appurtenances authorized hereunder, shall be removed from said road, or reset or relocated thereon, as required by the County Engineer within a reasonable time as determined by the County Engineer and Utility Company, and at the expense of the Utility Company.

H. High Pressure Pipelines

1. All utility Permits for high pressure pipelines (generally 60 PSI or greater), whether pertaining to controlled access or non-controlled access installations, should contain the following additional information in the description of the permit.
 - diameter
 - wall thickness
 - material specification
 - minimum yield strength
 - maximum operation pressure of the pipeline

2. With the exception of the maximum operation pressure of the pipeline, this information is to be supplied for both the carrier pipe and the casing.

3. Assurance must also be given that the installation material and design meet the minimum Federal Safety Standards for Liquid and Gas Pipe Lines. Assurance must be provided on company letterhead and signed by an authorized representative of the company.

4. Petroleum Pipelines:

<u>Type of Pipeline</u>	<u>Depth (below deepest ditch grade)</u>	<u>Special Requirements</u>
Encased Pipe	Less than 10'	Must be covered with concrete pad at least 36" deep
Encased Pipe	Greater than 10'	No concrete pad required
Non-Cased Pipe	Less than 10'	Must be covered with concrete pad at least 48" deep
Non-Cased Pipe	Greater than 10'	No concrete pad required

The Concrete pad shall be minimum of 3" thick and width shall be pipe diameter plus 18" minimum.

5. Under no circumstances will a pipeline be installed parallel to a County Road within the Right-of-Way. Transmission lines have been determined to be petroleum pipelines (which includes natural gas lines) and shall not be parallel to a County Road.

6. Natural Gas Distribution is a line that serves the final customer.

APPLICATION FOR PIPELINE UTILITY PERMIT
DESIGNATING PLACEMENT OF UTILITY IN COUNTY RIGHT OF WAY

TO: THE COUNTY ENGINEER OF BRAZOS COUNTY, TEXAS

Comes now Bahia Pipeline LLC [company name], hereinafter referred to as "Company" a Texas [state] Corporation, with authority to transact business in Texas, acting by and through its duly authorized representative, and hereby petitions the County Engineer for the right to lay, construct, maintain, repair and/or operate equipment under, over, across and/or along certain County Roads as shown on drawings and diagrams attached hereto and said location described as follows:

Facility to Cross Road

Road Name & Block Number	Length of Crossing	TYPE OF CONSTRUCTION (CHECK ONE)			
		Bored	Jacked	Driven	Cased
Dilly Shaw Tap	76'	X			

Facility to Parallel County Road Within Right-Of-Way

Road Name and Block Number	From	To	Distance

CONSTRUCTION TYPE

30" Diameter 0.635" Wall Thickness High Pressure Underground Pipeline (60 psi or greater operating pressure) Low Pressure Underground Pipeline (60 psi operating pressure)

Material Specification X70 API 5L PSL2

Minimum Yield Strength 70,000 PSI

Maximum Operation Pressure 1480 psig

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

The Company shall commence actual construction/work in good faith within 60 days from the date of said permit and shall complete said construction /work within 180 working days. **(COMPANY MUST FILL IN)**. If such construction is not begun by the 60th day, Company will be required to apply for a new permit.

Company declares that prior to filing this application, it has ascertained the location of all existing utilities, both aerial and underground, and the filing of this application is prima facie evidence that the proposed installation will not conflict with any existing utility.

A copy of this permit shall be kept at the job site any time work is being performed.

It is expressly stipulated that this Permit is a license for permissive use only and that the placing of facilities upon public property pursuant to this permit shall not operate to create or vest any property right in said holder.

It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the County's right, title and interest in the land to be entered upon and used by the holder and the holder will at all times assume risk of and indemnify, defend and save harmless Brazos County from and against any and all loss, damages, cost or

expense arising in any manner on account of the exercise or attempted exercise by said holder of the aforesaid rights and privileges.

Any deviation from these specifications must be approved by Brazos County Engineer's Office or its designated representative.

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

Applicant agrees to comply with all rules of the County Commissioners and the County Engineer in construction of said installation attached hereto as **BRAZOS COUNTY DESIGN STANDARDS AND SAFETY PRECAUTION REQUIREMENTS FOR WORK CONDUCTED IN BRAZOS COUNTY RIGHTS OF WAY** and incorporated herein for reference.

In the event Company fails to obtain a permit prior to the installation or does not install utilities in compliance with installation requirements set forth herein (i.e. depth, location, etc), Company assumes all financial responsibility for damages and/or destruction of lines, cables, etc. based upon its failure to comply with Brazos County requirements.

Applicant agrees that if Brazos County demonstrates a violation of the terms of this policy, Applicant stipulates that requisites for injunctive relief exist and that Brazos County is entitled to relief enjoining any conduct by applicant which is contrary to the policies.

This permit is a revocable permit. Brazos County reserves the right to revoke this permit at any time, in the sole discretion of Brazos County, for interests of public health, safety or welfare, or for failure to repair any damages upon demand, or for any other reason deemed sufficient by Brazos County.

In the event Company fails to comply with any or all of the requirements as set forth herein, the County may take such action as it deems appropriate to compel compliance. The County Engineer further retains the right to revoke this Permit by verbal notification to the Applicant/Company.

Failure to obtain this permit and/or notify the County Engineer's Office within 24 hours of beginning construction shall constitute grounds for job shutdown.

By signing below, I certify that I am authorized to represent the Company listed below, and that the Company agrees to the conditions/provisions included in this permit.

Bahia Pipeline LLC

Company Name

Jeffrey L. Waldo

By

Jeffrey L. Waldo, Agent and Attorney-in-Fact
Signature

Agent and Attorney-in-Fact

Title

P.O. Box 4324

Address

Houston

TX

77210

City

State

Zip

(303) 818-3277

Phone Number

Tonysaucedo@summitresourcesland.com

Email:

PIPELINE UTILITY APPROVAL

Brazos County offers no objection to the proposed location of the utility in the County right of way as shown by accompanying drawings and notice dated November 14, 2024 except as noted below:
(Month/Day/Year)

EXCEPTIONS:

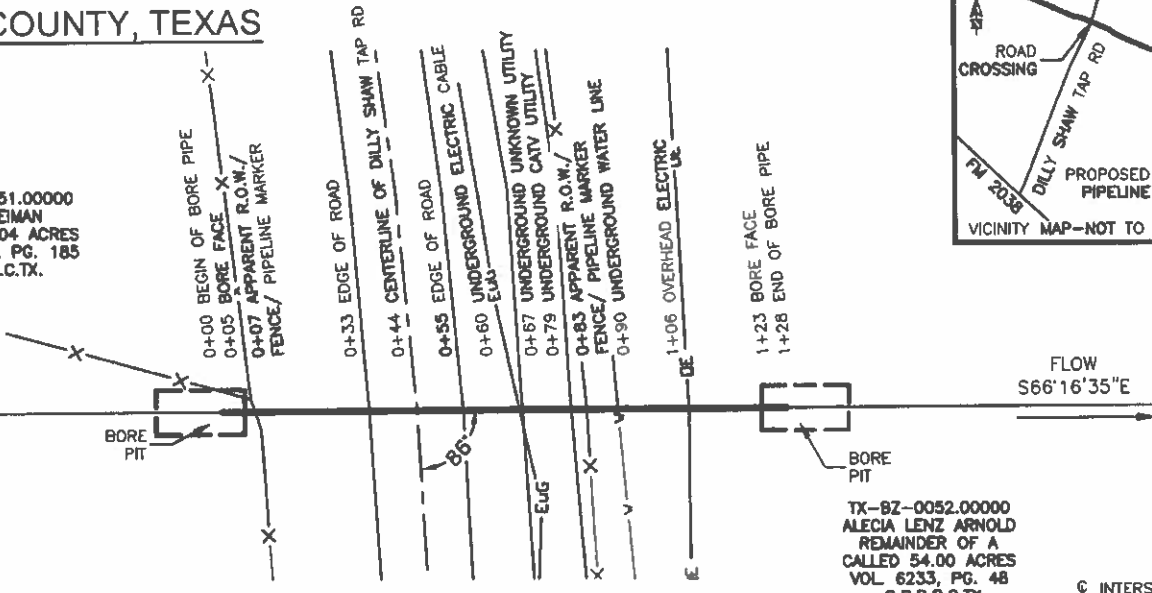
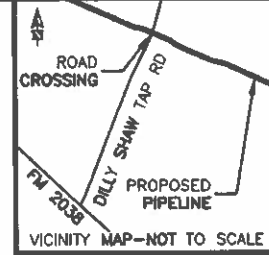
NONE

For  _____
Brazos County Engineer

BRAZOS COUNTY, TEXAS



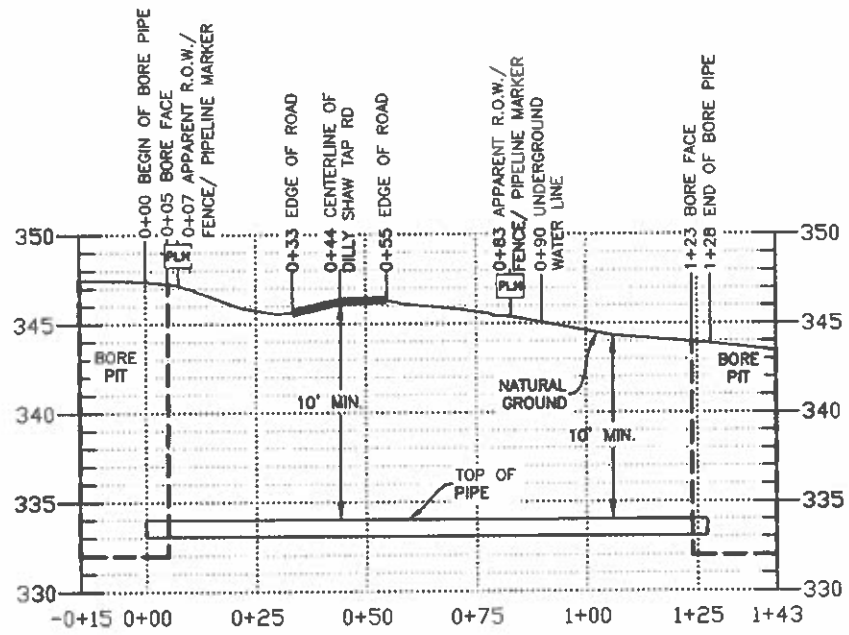
TX-BZ-0051.0000
RON WEIMAN
CALLED 82.04 ACRES
VOL. 15082, PG. 185
O.P.R.B.C.TX.



TX-BZ-0052.0000
ALECIA LENZ ARNOLD
REMAINDER OF A
CALLED 54.00 ACRES
VOL. 6233, PG. 48
O.P.R.B.C.TX.

© INTERSECTION
LAT: 030°48'37.64"
LONG: -096°18'02.34"
APPARENT R.O.W. WIDTH = ±75'
CLOSEST INTERSECTION
3,119 FEET/ 0.59 MILES TO FM 2038

PLAN
SCALE: HOR. 1" = 40'

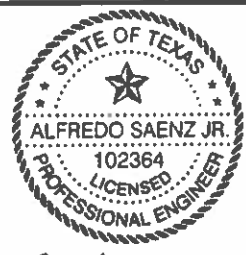


PROFILE

SCALE: HOR. 1" = 40'
SCALE: VER. 1" = 10'

NOTE.
120" MINIMUM BELOW LOWEST POINT
120" MINIMUM BELOW ROAD SURFACE

- NOTES:**
- HORIZONTAL DATUM: TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD83 (2011). ALL DISTANCES ARE REPRESENTED IN GRID VALUES, MEASURED IN U.S. SURVEY FEET, AND ARE BASED ON SAID HORIZONTAL DATUM.
 - EXISTING UTILITIES ARE SHOWN IN APPROXIMATE LOCATION GENERATED FROM PREVIOUS MAPS AND SURVEY. CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION OF ALL EXISTING UTILITIES IN THE AREA OF WORK PRIOR TO CONSTRUCTION AND CALL TEXAS ONE CALL SYSTEM AT 1-800-344-8377 AND ALL OTHER UTILITY COMPANIES AT LEAST 2 WORKING DAYS (48 HOURS) PRIOR TO CONSTRUCTION.
 - THIS CROSSING IS DESIGNED AND WILL BE CONSTRUCTED IN ACCORDANCE WITH TITLE 49, CODE OF FEDERAL REGULATIONS, PART 195, AND ASME B31.4 PIPELINE TRANSPORTATION SYSTEMS FOR LIQUIDS AND SLURRIES.
 - LINE WILL BE INSTALLED BY CONVENTIONAL BORE METHOD.
 - CONTRACTORS: IT IS YOUR RESPONSIBILITY TO CONTACT THE APPROVING AUTHORITY 48 HOURS PRIOR TO START OF CONSTRUCTION.
- I, ALFREDO SAENZ JR., REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, P.E. NO. 102364, AN EMPLOYEE OF NORTHSTAR ENERGY SERVICES, INC., TX FIRM NO. F-14638, HAVE REVIEWED THE MATERIAL SPECIFICATIONS OF THIS PERMIT AND HAVE FOUND THEM TO BE ACCURATE AND SUITABLE FOR THIS PROPOSED PROJECT. I DO NOT ATTEST TO THE ACCURACY, COMPLETENESS, OR CORRECTNESS OF THE OTHER ASPECTS OF THE PERMIT, INCLUDING BUT NOT LIMITED TO, SURVEY, RIGHT-OF-WAY, PROPERTY OWNERSHIP DETERMINATION, AND LOCATION OF EXISTING FACILITIES THAT ARE THE RESPONSIBILITY OF OTHER PARTIES.



Alfredo Saenz Jr.
17 JUNE 2024

- PIPE DATA**
- PRODUCT: NATURAL GAS LIQUIDS
 - CARRIER PIPE: 30.000" X 0.635" W.T., API 5L X-70 PSL2 PIPE W/14-22 MILS FBE & 30-40 MILS ARO COATING.
 - CATHODIC PROTECTION: RECTIFIER IMPRESSED CURRENT
 - SEAM JOINT FACTOR = 1.0
 - SPECIFIED MIN. YIELD STRENGTH: 70,000 PSI
 - MAX TEST PRESSURE 2,058 PSIG
 - MIN TEST PRESSURE 1,850 PSIG
 - MAX OPERATING PRESSURE 1,490 PSIG

PROJECT: BAHIA PIPELINE
JOB NUMBER: 1023083284
SURVEY DATE: 11/15/23
CHECKED: K. KRAMER
TECHNICAL: D. HOLBROOK
TRACT ID: TX-BZ-0051.00010



TX-BZ-0051.00010
BAHIA PIPELINE
DILLY SHAW TAP RD CROSSING
BRAZOS COUNTY, TEXAS

**BRAZOS COUNTY ROADWAY SAFETY AND ROAD
PRESERVATION STANDARDS FOR WORK CONDUCTED IN
BRAZOS COUNTY RIGHTS OF WAY**

A. General Requirements

1. Adequate drainage shall be maintained in ditches at all times.
2. Permittee will use best management practices ("BMP") (EPA and TCEQ both provide lists of examples of BMPs) to minimize erosion and sedimentation resulting from the proposed installation.
3. The permittee shall take precautions to avoid damage to property. All County Right of Way and property shall be restored to its original condition, as far as practical, in the opinion of the County Engineer or appointed representative.
4. The construction and maintenance of such utility shall not interfere with the property or rights of a prior occupant.
5. Permittee shall not interfere with other utilities located in the right of way. In the event damages occur, permittee will be liable to the County or other utilities running through the right of way.
6. County Engineer shall determine whether or not permittee's plans shall inconvenience the public. If it is determined that inconvenience to the public exists, then the County Engineer will decide whether such project will be allowed or if an alternative exists so as not to inconvenience the public.

B. Safety Requirements

1. Proper traffic control measures must be put in place prior to beginning work and remain in place during the duration of the job. All traffic control measures must follow the Texas Manual of Uniform Traffic Control Devices (TMUTCD). See Traffic Control Requirements below.
2. During construction, all safety regulations of the Texas Department of Transportation shall be observed.
3. Permittee must take such precautions and measures, including placing and displaying safety devices, as may be necessary, in order to safely conduct the public through the project area. Company shall provide flagmen, signs, signals or devices necessary to provide complete safety to the public.
4. Adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners.
5. No cable, conduit and/or pole line shall be laid, constructed, maintained and/or repaired so as to constitute a danger or hazard of any kind to persons or vehicles using such road. Any poles placed in the Right of Way for future installation shall be placed at the back of the Right of Way. Exceptions may be approved by the County Engineer.

C. Traffic Control Plan

1. A traffic control plan, pursuant to the TMUTCD or Engineered Traffic Control Plan must be provided for the following:
 - a. Any construction (i.e. pit, excavation, hole) left open over night, requires specific nighttime traffic control measures pursuant to the TMUTCD;
 - b. If construction is within ten (10) feet of the roadway; or
 - c. Any work performed in the road right-of-way;
2. Plan must be attached to the permit and kept at the job site any time work is being performed.

3. Plan must set forth the time of completion for the job.

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1. All overhead installations shall conform to clearance standards of the Texas Department of Transportation and the pole be placed in the designated area for power specified as set forth in the *Texas Utilities Code, Section 181.045*.
2. All pole installation (including lighting) shall be placed at the backside of the Right of Way to ensure safety to the public. Any pole placed in violation of this requirement will be required to be moved to the appropriate location at the company's expense. Exceptions may be approved by the County Engineer.
3. All underground installations shall (these are minimum depths – utility may place deeper):
 - a. be placed at a minimum depth of forty-eight (48) inches below the top of the pavement;
 - b. be at least thirty-six (36) inches below ditch flow line when installation is within the area measured from top of bank to top of bank;
 - c. be at least forty-eight (48) inches below ditch flow line if low pressure gas or petroleum lines. For high pressure gas and petroleum lines, see High Pressure Pipelines requirements listed below;
 - d. not be closer than ten (10) feet from the edge of pavement. Exceptions may apply in rights of way of less than 60'.
4. Water Lines: All water lines must be a minimum 36-inches below the ditch flow line and cased. Waterlines shall be cased if crossing under the roadway.
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6. Utilities with less than 60 feet right-of-way in all new developments shall install the utility in a similar manner as referenced in No. 3 above, however, the County Engineer or its designated representative will provide final approval of each utility location.
7. The length of any trench to be opened in advance of the pipe, conduit or ducts may not be longer than 400' if left open over night or unattended.
8. Crossings under a county road shall:
 - a. be bored or jacked. **ABSOLUTELY NO OPEN CUTS WITHIN COUNTY ROAD PAVEMENT;**
 - b. be pressure grouted for the full length of the crossing *if* the annular space between pipe and casing and soil exceeds one (1) inch. Brazos County must be given 24 hours notice of pressure grouting operations and have the opportunity to have an inspector on site to observe pressure grouting operations;
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- a. location must be approved by the County Engineer or his representative
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 - d. All excess water and mud shall be removed from the trench prior to backfilling. Any backfill placed during a rainy period or at other times where excess water cannot be prevented from entering the trench will be considered TEMPORARY and shall be replaced with PERMANENT cement stabilized material as soon as weather permits;
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12. Operation of construction and/or maintenance equipment on the traveled surface of any improved County road will not be permitted, except in an instance whereby the laying, construction, maintenance and/or repair of cables, conduits and/or pole lines cannot be accomplished by any other method and in this event all such equipment shall be of the rubber tire variety. Appropriate traffic control shall be provided meeting TMUTCD requirements.
13. In the event said construction and/or maintenance and/or repair requires Company to remove, cut or jeopardize any section of the road (asphalt, cement, road base, etc). Company will be required to provide a performance bond or letter of credit securing necessary repairs. Said bond amount will be determined by the County Engineer.
14. The applicant shall submit a letter of "No Objection" from the Army Corps of Engineers for all designated wetlands and environmentally sensitive lands.

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- 1. In the event Company is required to perform emergency services, that requires excavation in a County Right of Way, and unable to notify the County Engineer prior to conducting emergency repairs, Company shall notify County Engineer within 24 hours of beginning construction/repairs. This will allow the County Engineer and Road & Bridge Office an opportunity to inspect the site to ensure the integrity of the County Right of Way and traffic safety controls used.

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- 1. When and if the County Engineer determines that it is necessary for the construction, repair, improvement, alteration or relocation of all or any portion of said road, any or all poles, wires, pipes, cables or other facilities and appurtenances authorized hereunder, shall be removed from said road, or reset or relocated thereon, as required by the County Engineer within a reasonable time as determined by the County Engineer and Utility Company, and at the expense of the Utility Company.

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1. All utility Permits for high pressure pipelines (generally 60 PSI or greater), whether pertaining to controlled access or non-controlled access installations, should contain the following additional information in the description of the permit.

- diameter
- wall thickness
- material specification
- minimum yield strength
- maximum operation pressure of the pipeline

2. With the exception of the maximum operation pressure of the pipeline, this information is to be supplied for both the carrier pipe and the casing.

3. Assurance must also be given that the installation material and design meet the minimum Federal Safety Standards for Liquid and Gas Pipe Lines. Assurance must be provided on company letterhead and signed by an authorized representative of the company.

4. Petroleum Pipelines:

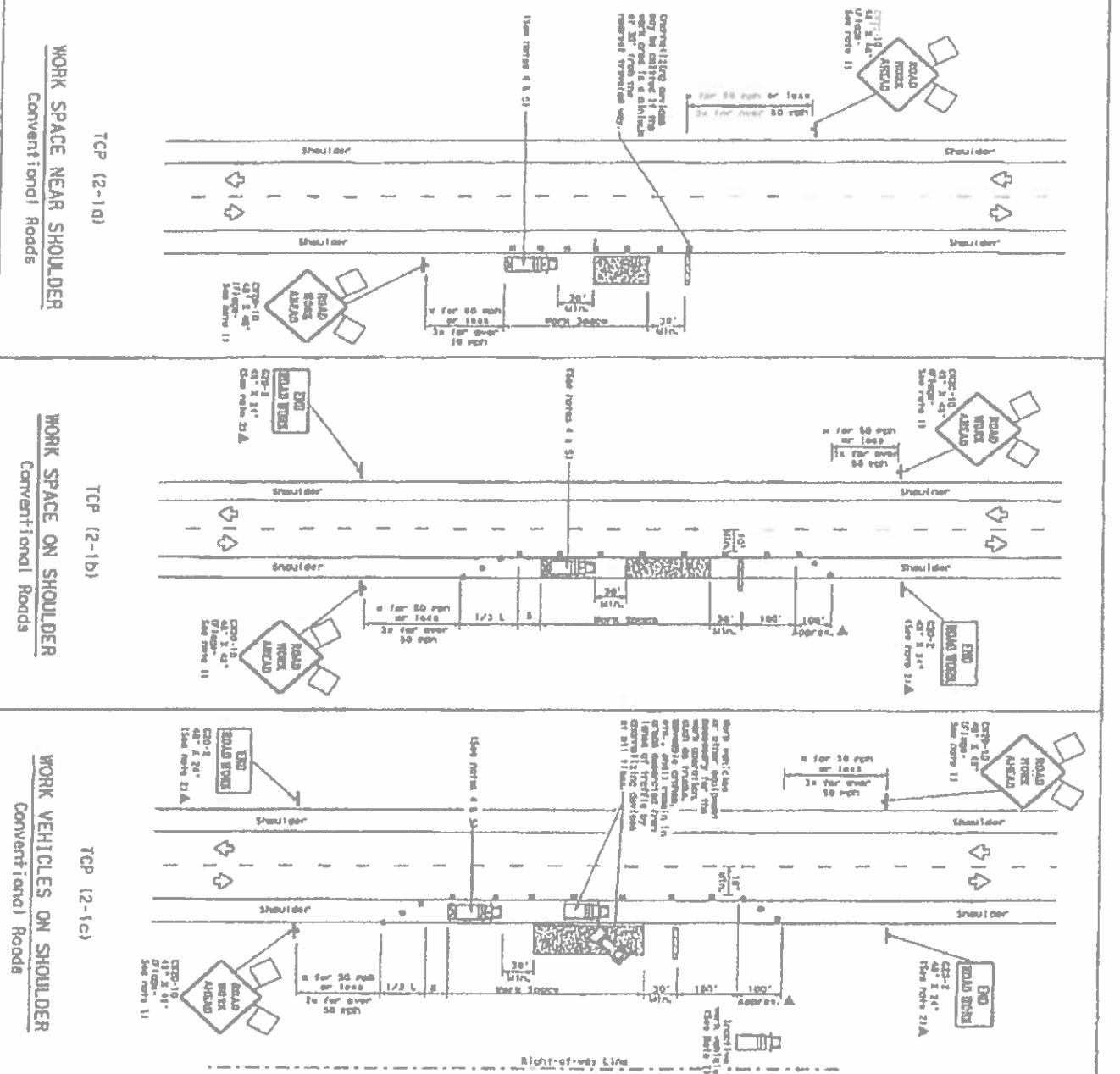
<u>Type of Pipeline</u>	<u>Depth (below deepest ditch grade)</u>	<u>Special Requirements</u>
Encased Pipe	Less than 10'	Must be covered with concrete pad at least 36" deep
Encased Pipe	Greater than 10'	No concrete pad required
Non-Cased Pipe	Less than 10'	Must be covered with concrete pad at least 48" deep
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The Concrete pad shall be minimum of 3" thick and width shall be pipe diameter plus 18" minimum.

5. Under no circumstances will a pipeline be installed parallel to a County Road within the Right-of-Way. Transmission lines have been determined to be petroleum pipelines (which includes natural gas lines) and shall not be parallel to a County Road.

6. Natural Gas Distribution is a line that serves the final customer.

DISCLAIMER: This document is governed by the Texas Civil Practice Rules and is subject to the provisions of the Texas Civil Practice Rules. The user of this document is responsible for the accuracy of the information contained herein and for the results or damages resulting from its use.



WORK SPACE NEAR SHOULDER
Conventional Roads
TCP (2-1a)

WORK SPACE ON SHOULDER
Conventional Roads
TCP (2-1b)

WORK VEHICLES ON SHOULDER
Conventional Roads
TCP (2-1c)

LEGEND

Symbol	Description
3m x 3m Sign	3m x 3m Sign
5m x 5m Sign	5m x 5m Sign
8m x 8m Sign	8m x 8m Sign
10m x 10m Sign	10m x 10m Sign
15m x 15m Sign	15m x 15m Sign
20m x 20m Sign	20m x 20m Sign
25m x 25m Sign	25m x 25m Sign
30m x 30m Sign	30m x 30m Sign
35m x 35m Sign	35m x 35m Sign
40m x 40m Sign	40m x 40m Sign
45m x 45m Sign	45m x 45m Sign
50m x 50m Sign	50m x 50m Sign
55m x 55m Sign	55m x 55m Sign
60m x 60m Sign	60m x 60m Sign
65m x 65m Sign	65m x 65m Sign
70m x 70m Sign	70m x 70m Sign
75m x 75m Sign	75m x 75m Sign
80m x 80m Sign	80m x 80m Sign
85m x 85m Sign	85m x 85m Sign
90m x 90m Sign	90m x 90m Sign
95m x 95m Sign	95m x 95m Sign
100m x 100m Sign	100m x 100m Sign

TYPICAL VALUES

Sign Size	Sign Type	Sign Color	Sign Shape	Sign Material	Sign Finish	Sign Mounting	Sign Spacing	Sign Placement
3m x 3m	Rectangular	White	Rectangle	Aluminum	Fluorescent	Post-mounted	10m	Center of lane
5m x 5m	Rectangular	White	Rectangle	Aluminum	Fluorescent	Post-mounted	15m	Center of lane
8m x 8m	Rectangular	White	Rectangle	Aluminum	Fluorescent	Post-mounted	20m	Center of lane
10m x 10m	Rectangular	White	Rectangle	Aluminum	Fluorescent	Post-mounted	25m	Center of lane
15m x 15m	Rectangular	White	Rectangle	Aluminum	Fluorescent	Post-mounted	35m	Center of lane
20m x 20m	Rectangular	White	Rectangle	Aluminum	Fluorescent	Post-mounted	45m	Center of lane
25m x 25m	Rectangular	White	Rectangle	Aluminum	Fluorescent	Post-mounted	55m	Center of lane
30m x 30m	Rectangular	White	Rectangle	Aluminum	Fluorescent	Post-mounted	65m	Center of lane
35m x 35m	Rectangular	White	Rectangle	Aluminum	Fluorescent	Post-mounted	75m	Center of lane
40m x 40m	Rectangular	White	Rectangle	Aluminum	Fluorescent	Post-mounted	85m	Center of lane
45m x 45m	Rectangular	White	Rectangle	Aluminum	Fluorescent	Post-mounted	95m	Center of lane
50m x 50m	Rectangular	White	Rectangle	Aluminum	Fluorescent	Post-mounted	105m	Center of lane

- GENERAL NOTES**
1. Plans shown are for conventional roads.
 2. All traffic control devices shall be installed in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD).
 3. Signs shall be installed in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD).
 4. Signs shall be installed in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD).
 5. Signs shall be installed in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD).
 6. Signs shall be installed in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD).
 7. Signs shall be installed in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD).
 8. Signs shall be installed in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD).
 9. Signs shall be installed in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD).
 10. Signs shall be installed in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD).

TRAFFIC CONTROL PLAN
CONVENTIONAL ROAD
SHOULDER WORK

Texas Department of Transportation
Traffic Department

DATE: _____
FILE: _____

TCP (2-1)-12

Sheet No.	Total Sheets	Scale	Date	Author	Checker	Appr.
1-12	12	1/4" = 1'-0"	10/15/11	J. Smith	M. Jones	D. Brown
2-12	12	1/4" = 1'-0"	10/15/11	J. Smith	M. Jones	D. Brown
3-12	12	1/4" = 1'-0"	10/15/11	J. Smith	M. Jones	D. Brown
4-12	12	1/4" = 1'-0"	10/15/11	J. Smith	M. Jones	D. Brown
5-12	12	1/4" = 1'-0"	10/15/11	J. Smith	M. Jones	D. Brown
6-12	12	1/4" = 1'-0"	10/15/11	J. Smith	M. Jones	D. Brown
7-12	12	1/4" = 1'-0"	10/15/11	J. Smith	M. Jones	D. Brown
8-12	12	1/4" = 1'-0"	10/15/11	J. Smith	M. Jones	D. Brown
9-12	12	1/4" = 1'-0"	10/15/11	J. Smith	M. Jones	D. Brown
10-12	12	1/4" = 1'-0"	10/15/11	J. Smith	M. Jones	D. Brown
11-12	12	1/4" = 1'-0"	10/15/11	J. Smith	M. Jones	D. Brown
12-12	12	1/4" = 1'-0"	10/15/11	J. Smith	M. Jones	D. Brown

APPLICATION FOR PIPELINE UTILITY PERMIT
DESIGNATING PLACEMENT OF UTILITY IN COUNTY RIGHT OF WAY

TO: THE COUNTY ENGINEER OF BRAZOS COUNTY, TEXAS

Comes now Bahia Pipeline LLC [company name], hereinafter referred to as "Company" a Texas [state] Corporation, with authority to transact business in Texas, acting by and through its duly authorized representative, and hereby petitions the County Engineer for the right to lay, construct, maintain, repair and/or operate equipment under, over, across and/or along certain County Roads as shown on drawings and diagrams attached hereto and said location described as follows:

Facility to Cross Road

Road Name & Block Number	Length of Crossing	TYPE OF CONSTRUCTION (CHECK ONE)			
		Bored	Jacked	Driven	Cased
<u>Opersteny Lane</u>	<u>57'</u>	<u>X</u>			

Facility to Parallel County Road Within Right-Of-Way

Road Name and Block Number	From	To	Distance

CONSTRUCTION TYPE

30" Diameter 0.635" Wall Thickness High Pressure Underground Pipeline (60 psi or greater operating pressure) Low Pressure Underground Pipeline (60 psi operating pressure)

Material Specification X70 API 5L PSL2

Minimum Yield Strength 70,000 PSI

Maximum Operation Pressure 1480 psig

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

The Company shall commence actual construction/work in good faith within 60 days from the date of said permit and shall complete said construction /work within 180 working days. (COMPANY MUST FILL IN). If such construction is not begun by the 60th day, Company will be required to apply for a new permit.

Company declares that prior to filing this application, it has ascertained the location of all existing utilities, both aerial and underground, and the filing of this application is prima facie evidence that the proposed installation will not conflict with any existing utility.

A copy of this permit shall be kept at the job site any time work is being performed.

It is expressly stipulated that this Permit is a license for permissive use only and that the placing of facilities upon public property pursuant to this permit shall not operate to create or vest any property right in said holder.

It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the County's right, title and interest in the land to be entered upon and used by the holder and the holder will at all times assume risk of and indemnify, defend and save harmless Brazos County from and against any and all loss, damages, cost or

expense arising in any manner on account of the exercise or attempted exercise by said holder of the aforesaid rights and privileges.

Any deviation from these specifications must be approved by Brazos County Engineer's Office or its designated representative.

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

Applicant agrees to comply with all rules of the County Commissioners and the County Engineer in construction of said installation attached hereto as **BRAZOS COUNTY DESIGN STANDARDS AND SAFETY PRECAUTION REQUIREMENTS FOR WORK CONDUCTED IN BRAZOS COUNTY RIGHTS OF WAY** and incorporated herein for reference.

In the event Company fails to obtain a permit prior to the installation or does not install utilities in compliance with installation requirements set forth herein (i.e. depth, location, etc), Company assumes all financial responsibility for damages and/or destruction of lines, cables, etc. based upon its failure to comply with Brazos County requirements.

Applicant agrees that if Brazos County demonstrates a violation of the terms of this policy, Applicant stipulates that requisites for injunctive relief exist and that Brazos County is entitled to relief enjoining any conduct by applicant which is contrary to the policies.

This permit is a revocable permit. Brazos County reserves the right to revoke this permit at any time, in the sole discretion of Brazos County, for interests of public health, safety or welfare, or for failure to repair any damages upon demand, or for any other reason deemed sufficient by Brazos County.

In the event Company fails to comply with any or all of the requirements as set forth herein, the County may take such action as it deems appropriate to compel compliance. The County Engineer further retains the right to revoke this Permit by verbal notification to the Applicant/Company.

Failure to obtain this permit and/or notify the County Engineer's Office within 24 hours of beginning construction shall constitute grounds for job shutdown.

By signing below, I certify that I am authorized to represent the Company listed below, and that the Company agrees to the conditions/provisions included in this permit.

Bahia Pipeline LLC

Company Name

Jeffrey L. Waldo

By *Jeffrey L. Waldo, Bahia Pipeline LLC*

Signature *Agent and Attorney-in-Fact*

Agent and Attorney-in-Fact

Title

P.O. Box 4324

Address

Houston TX 77210

City State Zip

(303) 818-3277

Phone Number

Tonysaucedo@summitresourcesland.com


Email:

PIPELINE UTILITY APPROVAL

Brazos County offers no objection to the proposed location of the utility in the County right of way as shown by accompanying drawings and notice dated November 14, 2024 except as noted below:
(Month/Day/Year)

EXCEPTIONS:

NONE

Fdr 

Brazos County Engineer

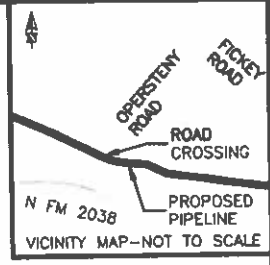
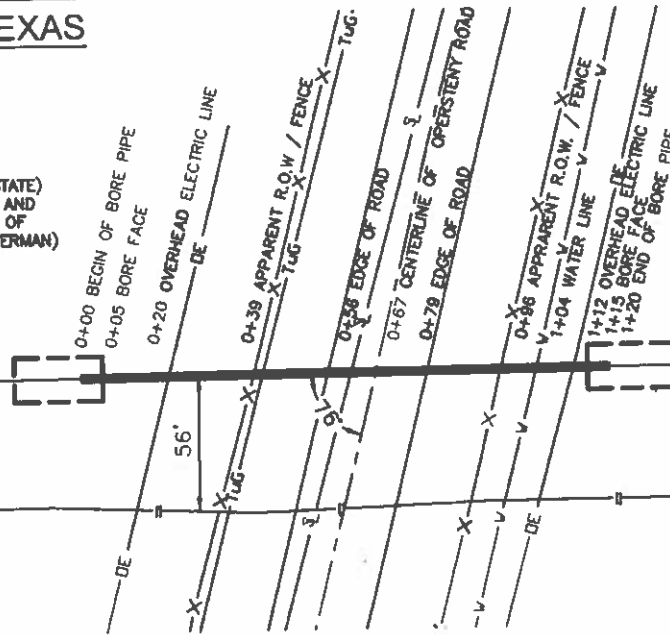
BRAZOS COUNTY, TEXAS



TX-82-0056.0000
 EUGENE M. OPERSTENY, (LIFE ESTATE)
 CATHY ANN HURD, INDIVIDUALLY AND
 AS TRUSTEE FOR THE BENEFIT OF
 SHARON KAY OPERSTENY (REMAINDERMAN)
 REMAINDER OF A
 CALLED 119.23 ACRES
 VOL. 18385, PG. 116
 O.P.R.B.C.TX.

FLOW
 S64°19'22"E

EXISTING PIPELINE

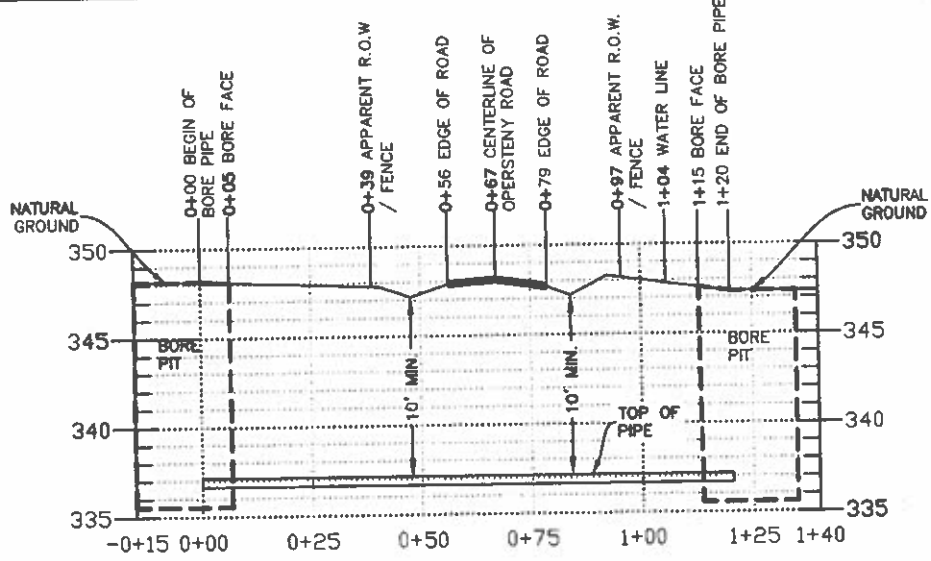


TX-82-0057.0000
 JAMES HENRY KURTEN
 CALLED 32.797 ACRES
 VOL. 1741, PG. 288
 O.P.R.B.C.TX.

PLAN

SCALE: HOR. 1" = 40'

☉ INTERSECTION
 LAT: 030°48'10.59"
 LONG: -096°16'59.28"
 ROAD R.O.W. WIDTH = ±60'
 CLOSEST INTERSECTION
 1562 FEET/0.3 MILES TO N FM 2036



PROFILE

SCALE: HOR. 1" = 40'
 SCALE: VER. 1" = 10'

NOTE:
 120" MINIMUM BELOW LOWEST POINT

- NOTES:
- HORIZONTAL DATUM: TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD83 (2011). ALL DISTANCES ARE REPRESENTED IN GRID VALUES, MEASURED IN U.S. SURVEY FEET, AND ARE BASED ON SAID HORIZONTAL DATUM.
 - EXISTING UTILITIES ARE SHOWN IN APPROXIMATE LOCATION GENERATED FROM PREVIOUS MAPS AND SURVEY. CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION OF ALL EXISTING UTILITIES IN THE AREA OF WORK PRIOR TO CONSTRUCTION AND CALL TEXAS ONE CALL SYSTEM AT 1-800-344-6377 AND ALL OTHER UTILITY COMPANIES AT LEAST 2 WORKING DAYS (48 HOURS) PRIOR TO CONSTRUCTION.
 - THIS CROSSING IS DESIGNED AND WILL BE CONSTRUCTED IN ACCORDANCE WITH TITLE 49, CODE OF FEDERAL REGULATIONS, PART 195 AND ASME B31.4 PIPELINE TRANSPORTATION SYSTEMS FOR LIQUIDS AND SLURRIES.
 - LINE WILL BE INSTALLED BY CONVENTIONAL BORE METHOD.
 - CONTRACTORS: IT IS YOUR RESPONSIBILITY TO CONTACT THE APPROVING AUTHORITY 48 HOURS PRIOR TO START OF CONSTRUCTION.
- I, ALFREDO SAENZ JR., REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, P.E. NO. 102364, AN EMPLOYEE OF NORTHSTAR ENERGY SERVICES, INC., TX FIRM NO. F-14638, HAVE REVIEWED THE MATERIAL SPECIFICATIONS OF THIS PERMIT AND HAVE FOUND THEM TO BE ACCURATE AND SUITABLE FOR THIS PROPOSED PROJECT. I DO NOT ATTEST TO THE ACCURACY, COMPLETENESS, OR CORRECTNESS OF THE OTHER ASPECTS OF THE PERMIT, INCLUDING BUT NOT LIMITED TO, SURVEY, RIGHT-OF-WAY, PROPERTY OWNERSHIP DETERMINATION, AND LOCATION OF EXISTING FACILITIES THAT ARE THE RESPONSIBILITY OF OTHER PARTIES.



Alfredo Saenz Jr.
 12 JUNE 2024

- PIPE DATA
- PRODUCT: NATURAL GAS LIQUIDS
 - CARRIER PIPE: 30.000" X 0.635" W.T., API 5L X-70 PSL2 PIPE W/14-22 MILS FBE & 30-40 MILS ARO COATING.
 - CATHODIC PROTECTION: RECTIFIER IMPRESSED CURRENT
 - SEAM JOINT FACTOR = 1.0
 - SPECIFIED MIN. YIELD STRENGTH: 70,000 PSI
 - MAX TEST PRESSURE 2,058 PSIG
 - MIN TEST PRESSURE 1,850 PSIG
 - MAX OPERATING PRESSURE 1,480 PSIG

PROJECT: BAHIA PIPELINE
 LID NUMBER: 1023083284
 SURVEY DATE: 11/13/2023
 CHECKED: K. KRAMER
 (ENGINEER) B. VALDEZ
 TRACT: 89 TX-82-0056.00010



TX-82-0056.00010
 BAHIA PIPELINE
 OPERSTENY ROAD CROSSING
 BRAZOS COUNTY, TEXAS

**BRAZOS COUNTY ROADWAY SAFETY AND ROAD
PRESERVATION STANDARDS FOR WORK CONDUCTED IN
BRAZOS COUNTY RIGHTS OF WAY**

A. General Requirements

1. Adequate drainage shall be maintained in ditches at all times.
2. Permittee will use best management practices ("BMP") (EPA and TCEQ both provide lists of examples of BMPs) to minimize erosion and sedimentation resulting from the proposed installation.
3. The permittee shall take precautions to avoid damage to property. All County Right of Way and property shall be restored to its original condition, as far as practical, in the opinion of the County Engineer or appointed representative.
4. The construction and maintenance of such utility shall not interfere with the property or rights of a prior occupant.
5. Permittee shall not interfere with other utilities located in the right of way. In the event damages occur, permittee will be liable to the County or other utilities running through the right of way.
6. County Engineer shall determine whether or not permittee's plans shall inconvenience the public. If it is determined that inconvenience to the public exists, then the County Engineer will decide whether such project will be allowed or if an alternative exists so as not to inconvenience the public.

B. Safety Requirements

1. Proper traffic control measures must be put in place prior to beginning work and remain in place during the duration of the job. All traffic control measures must follow the Texas Manual of Uniform Traffic Control Devices (TMUTCD). See Traffic Control Requirements below.
2. During construction, all safety regulations of the Texas Department of Transportation shall be observed.
3. Permittee must take such precautions and measures, including placing and displaying safety devices, as may be necessary, in order to safely conduct the public through the project area. Company shall provide flagmen, signs, signals or devices necessary to provide complete safety to the public.
4. Adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners.
5. No cable, conduit and/or pole line shall be laid, constructed, maintained and/or repaired so as to constitute a danger or hazard of any kind to persons or vehicles using such road. Any poles placed in the Right of Way for future installation shall be placed at the back of the Right of Way. Exceptions may be approved by the County Engineer.

C. Traffic Control Plan

1. A traffic control plan, pursuant to the TMUTCD or Engineered Traffic Control Plan must be provided for the following:
 - a. Any construction (i.e. pit, excavation, hole) left open over night, requires specific nighttime traffic control measures pursuant to the TMUTCD;
 - b. If construction is within ten (10) feet of the roadway; or
 - c. Any work performed in the road right-of-way;
2. Plan must be attached to the permit and kept at the job site any time work is being performed.

3. Plan must set forth the time of completion for the job.

D. Design Standards

1. All overhead installations shall conform to clearance standards of the Texas Department of Transportation and the pole be placed in the designated area for power specified as set forth in the *Texas Utilities Code, Section 181.045*.
2. All pole installation (including lighting) shall be placed at the backside of the Right of Way to ensure safety to the public. Any pole placed in violation of this requirement will be required to be moved to the appropriate location at the company's expense. Exceptions may be approved by the County Engineer.
3. All underground installations shall (these are minimum depths – utility may place deeper):
 - a. be placed at a minimum depth of forty-eight (48) inches below the top of the pavement;
 - b. be at least thirty-six (36) inches below ditch flow line when installation is within the area measured from top of bank to top of bank;
 - c. be at least forty-eight (48) inches below ditch flow line if low pressure gas or petroleum lines. For high pressure gas and petroleum lines, see High Pressure Pipelines requirements listed below;
 - d. not be closer than ten (10) feet from the edge of pavement. Exceptions may apply in rights of way of less than 60'.
4. Water Lines: All water lines must be a minimum 36-inches below the ditch flow line and cased. Waterlines shall be cased if crossing under the roadway.
5. Utilities in all new developments that have 60 feet or greater of right of way shall be installed within designated locations based upon the type of utility. The locations shall be as follows: (measured from back of right-of-way).
 - Power – 0-2 feet, nominally 1'
 - Phone – 2-4 feet, nominally 3'
 - Gas – 4-6 feet, nominally 5'
 - Cable – 6-8 feet, nominally 7'
6. Utilities with less than 60 feet right-of-way in all new developments shall install the utility in a similar manner as referenced in No. 3 above, however, the County Engineer or its designated representative will provide final approval of each utility location.
7. The length of any trench to be opened in advance of the pipe, conduit or ducts may not be longer than 400' if left open over night or unattended.
8. Crossings under a county road shall:
 - a. be bored or jacked. **ABSOLUTELY NO OPEN CUTS WITHIN COUNTY ROAD PAVEMENT:**
 - b. be pressure grouted for the full length of the crossing *if* the annular space between pipe and casing and soil exceeds one (1) inch. Brazos County must be given 24 hours notice of pressure grouting operations and have the opportunity to have an inspector on site to observe pressure grouting operations;
 - c. TxDOT Standard Specification Item 476 shall be followed for all boring, jacking, tunneling and joints.
9. Bore Pits
 - a. no pits shall remain open longer than 2 days;
 - b. all pits shall have proper traffic control measures in place. See Traffic Control Plan listed above.
 - c. pits shall NOT be located within ten (10) feet from the edge of pavement without prior approval from the County Engineer or his representative;
 - d. when pits are to remain open for more than 8 hours, due diligence will be used in protecting the spoil pile to prevent drainage problems;

- e. based upon soil conditions, the County Engineer or his representative may require shoring to protect pavement integrity;
 - f. based upon soil conditions, the County Engineer or his representative may require pits be placed further from the edge of road.
10. Any installation within ten (10) feet of edge of pavement shall meet the following:
- a. location must be approved by the County Engineer or his representative
 - b. backfilled with cement stabilized material.
 - c. based upon soil conditions, the County Engineer or his representative may require shoring to protect pavement integrity.
 - d. All excess water and mud shall be removed from the trench prior to backfilling. Any backfill placed during a rainy period or at other times where excess water cannot be prevented from entering the trench will be considered TEMPORARY and shall be replaced with PERMANENT cement stabilized material as soon as weather permits;
 - e. All disturbed base and pavement materials shall be removed and restored to the satisfaction of the County Engineer or his representatives.
 - f. No side or lateral tamping to fill voids under the base and pavement materials is allowed.
11. Company must be careful to not jeopardize the slope or integrity of the shoulder of the road. In the event Company damages the slope, shoulder or any other portion of the right-of-way, Company will be responsible for repairing the damage and replacing the right-of-way to the condition it was prior to commencing construction.
12. Operation of construction and/or maintenance equipment on the traveled surface of any improved County road will not be permitted, except in an instance whereby the laying, construction, maintenance and/or repair of cables, conduits and/or pole lines cannot be accomplished by any other method and in this event all such equipment shall be of the rubber tire variety. Appropriate traffic control shall be provided meeting TMUTCD requirements.
13. In the event said construction and/or maintenance and/or repair requires Company to remove, cut or jeopardize any section of the road (asphalt, cement, road base, etc). Company will be required to provide a performance bond or letter of credit securing necessary repairs. Said bond amount will be determined by the County Engineer.
14. The applicant shall submit a letter of "No Objection" from the Army Corps of Engineers for all designated wetlands and environmentally sensitive lands.

E. Emergency work

- 1. In the event Company is required to perform emergency services, that requires excavation in a County Right of Way, and unable to notify the County Engineer prior to conducting emergency repairs, Company shall notify County Engineer within 24 hours of beginning construction/repairs. This will allow the County Engineer and Road & Bridge Office an opportunity to inspect the site to ensure the integrity of the County Right of Way and traffic safety controls used.

F. Repairs to existing facilities

- 1. Maintenance and/or repair to existing cables, conduits, and/or pole lines which require disturbance of the soil, shall not be performed until plans describing such maintenance and/or repair have been approved by the County Engineer or designated representative and a permit has been obtained.

G. Relocation of utilities:

- 1. When and if the County Engineer determines that it is necessary for the construction, repair, improvement, alteration or relocation of all or any portion of said road, any or all poles, wires, pipes, cables or other facilities and appurtenances authorized hereunder, shall be removed from said road, or reset or relocated thereon, as required by the County Engineer within a reasonable time as determined by the County Engineer and Utility Company, and at the expense of the Utility Company.

H. High Pressure Pipelines

1. All utility Permits for high pressure pipelines (generally 60 PSI or greater), whether pertaining to controlled access or non-controlled access installations, should contain the following additional information in the description of the permit.
 - diameter
 - wall thickness
 - material specification
 - minimum yield strength
 - maximum operation pressure of the pipeline
2. With the exception of the maximum operation pressure of the pipeline, this information is to be supplied for both the carrier pipe and the casing.
3. Assurance must also be given that the installation material and design meet the minimum Federal Safety Standards for Liquid and Gas Pipe Lines. Assurance must be provided on company letterhead and signed by an authorized representative of the company.

4. Petroleum Pipelines:

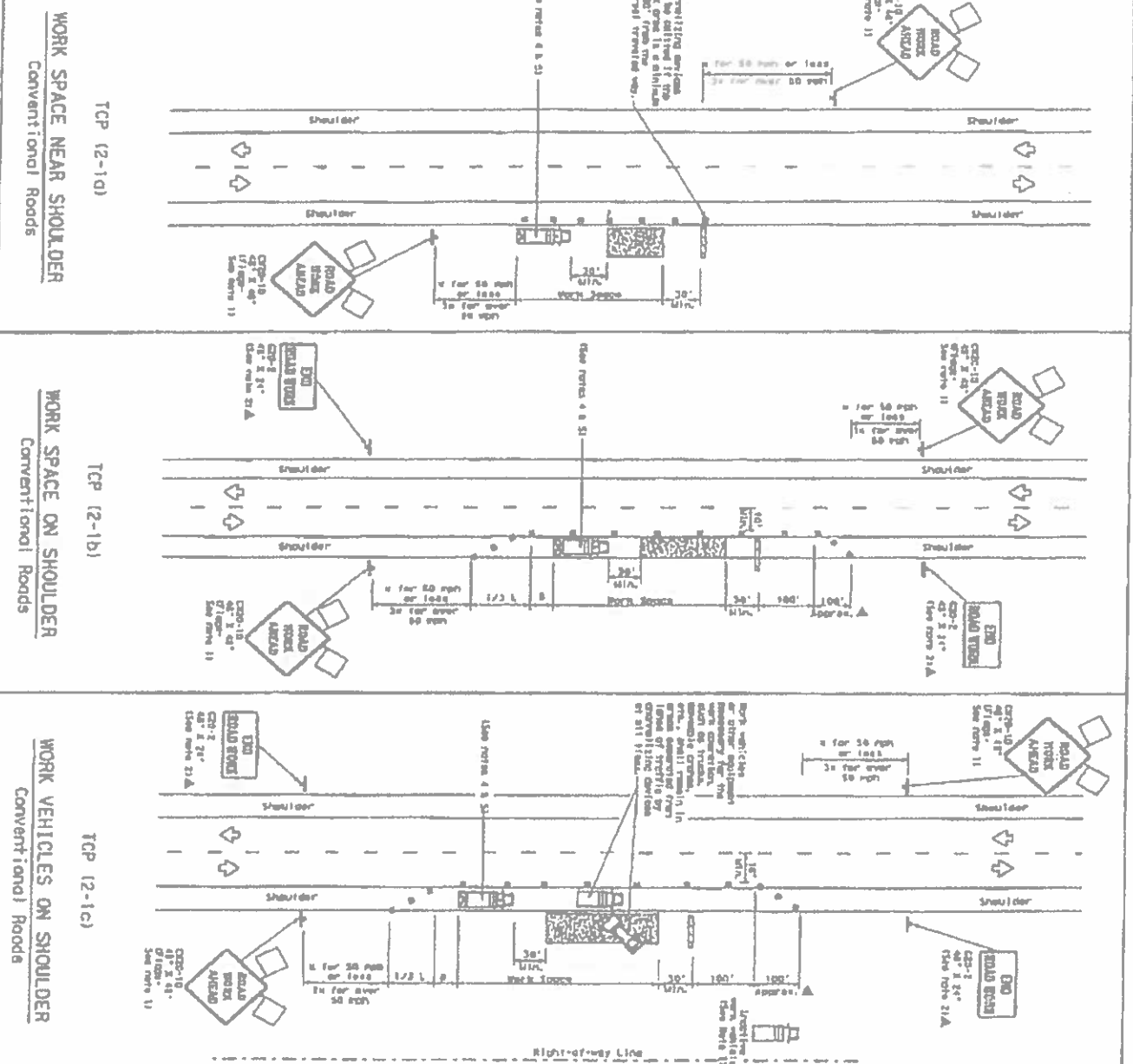
Type of Pipeline	Depth (below deepest ditch grade)	Special Requirements
Encased Pipe	Less than 10'	Must be covered with concrete pad at least 36" deep
Encased Pipe	Greater than 10'	No concrete pad required
Non-Cased Pipe	Less than 10'	Must be covered with concrete pad at least 48" deep
Non-Cased Pipe	Greater than 10'	No concrete pad required

The Concrete pad shall be minimum of 3" thick and width shall be pipe diameter plus 18" minimum.

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

DISCLAIMER: The use of this document is governed by the Texas Engineering Practice Act. No warranty of any kind is made by the author or publisher for the use of the information contained herein for any purpose other than that intended by the author.

DATE: 11/10/11



WORK SPACE NEAR SHOULDER
Conventional Roads
TCP (2-1a)

WORK SPACE ON SHOULDER
Conventional Roads
TCP (2-1b)

WORK VEHICLES ON SHOULDER
Conventional Roads
TCP (2-1c)

LEGEND

Symbol	Description
□	Channelizing Device
○	Heavy Work Vehicle
◇	TRUCK IDENTIFICATION (Trucks, Trailers)
△	Portable Company's Working Area Board
▽	Portable Company's Working Area Board
◇	Variable Sign (VMS)
◇	Traffic Flow
◇	Flow

Item #	Item Description	Quantity	Unit	Notes
1	Channelizing Device	100	Each	
2	Heavy Work Vehicle	1	Each	
3	TRUCK IDENTIFICATION	1	Each	
4	Portable Company's Working Area Board	1	Each	
5	Portable Company's Working Area Board	1	Each	
6	Variable Sign (VMS)	1	Each	
7	Traffic Flow	1	Each	
8	Flow	1	Each	

GENERAL NOTES

- Flags attached to signs, cones, drums, or barrels.
- All traffic control devices shall conform to MUTCD, except those noted on the right of the road.
- Signs shall be placed on the right of the road, unless otherwise noted.
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TRAFFIC CONTROL PLAN
CONVENTIONAL ROAD
SHOULDER WORK
TCP (2-1)-12

Texas Department of Transportation
Traffic Services Division

For construction or maintenance work, variable signs shall be used in accordance with the MUTCD, Section 6A.02. Variable signs shall be used in accordance with the MUTCD, Section 6A.02.

Item #	Item Description	Quantity	Unit	Notes
1	Channelizing Device	100	Each	
2	Heavy Work Vehicle	1	Each	
3	TRUCK IDENTIFICATION	1	Each	
4	Portable Company's Working Area Board	1	Each	
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Facility to Cross Road

Road Name & Block Number	Length of Crossing	TYPE OF CONSTRUCTION (CHECK ONE)			
		Bored	Jacked	Driven	Cased
Democrat	52'	X			

Facility to Parallel County Road Within Right-Of-Way

Road Name and Block Number	From	To	Distance

CONSTRUCTION TYPE

30" Diameter 0.635" Wall Thickness High Pressure Underground Pipeline (60 psi or greater operating pressure) Low Pressure Underground Pipeline (60 psi operating pressure)

Material Specification X70 API 5L PSL2

Minimum Yield Strength 70,000 PSI

Maximum Operation Pressure 1480 psig

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

The Company shall commence actual construction/work in good faith within 60 days from the date of said permit and shall complete said construction /work within 180 working days. (COMPANY MUST FILL IN). If such construction is not begun by the 60th day, Company will be required to apply for a new permit.

Company declares that prior to filing this application, it has ascertained the location of all existing utilities, both aerial and underground, and the filing of this application is prima facie evidence that the proposed installation will not conflict with any existing utility.

A copy of this permit shall be kept at the job site any time work is being performed.

It is expressly stipulated that this Permit is a license for permissive use only and that the placing of facilities upon public property pursuant to this permit shall not operate to create or vest any property right in said holder.

It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the County's right, title and interest in the land to be entered upon and used by the holder and the holder will at all times assume risk of and indemnify, defend and save harmless Brazos County from and against any and all loss, damages, cost or

expense arising in any manner on account of the exercise or attempted exercise by said holder of the aforesaid rights and privileges.

Any deviation from these specifications must be approved by Brazos County Engineer's Office or its designated representative.

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

Applicant agrees to comply with all rules of the County Commissioners and the County Engineer in construction of said installation attached hereto as **BRAZOS COUNTY DESIGN STANDARDS AND SAFETY PRECAUTION REQUIREMENTS FOR WORK CONDUCTED IN BRAZOS COUNTY RIGHTS OF WAY** and incorporated herein for reference.

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Applicant agrees that if Brazos County demonstrates a violation of the terms of this policy, Applicant stipulates that requisites for injunctive relief exist and that Brazos County is entitled to relief enjoining any conduct by applicant which is contrary to the policies.

This permit is a revocable permit. Brazos County reserves the right to revoke this permit at any time, in the sole discretion of Brazos County, for interests of public health, safety or welfare, or for failure to repair any damages upon demand, or for any other reason deemed sufficient by Brazos County.

In the event Company fails to comply with any or all of the requirements as set forth herein, the County may take such action as it deems appropriate to compel compliance. The County Engineer further retains the right to revoke this Permit by verbal notification to the Applicant/Company.

Failure to obtain this permit and/or notify the County Engineer's Office within 24 hours of beginning construction shall constitute grounds for job shutdown.

By signing below, I certify that I am authorized to represent the Company listed below, and that the Company agrees to the conditions/provisions included in this permit.

Bahia Pipeline LLC
 Company Name
 Jeffrey L. Waldo
 By *Jeffrey L. Waldo, Agent and Attorney-in-Fact*
 Signature
 Agent and Attorney-in-Fact
 Title
 P.O. Box 4324
 Address
 Houston TX 77210
 City State Zip
 (303) 818-3277
 Phone Number
 Tonysaucedo@summitresourcesland.com
 Email:

PIPELINE UTILITY APPROVAL

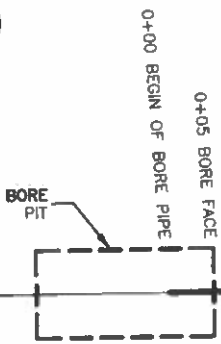
Brazos County offers no objection to the proposed location of the utility in the County right of way as shown by accompanying drawings and notice dated November 14, 2024 except as noted below:
(Month/Day/Year)

EXCEPTIONS:

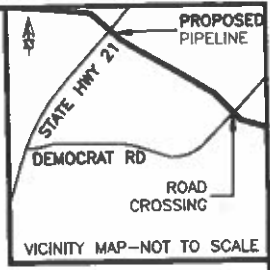
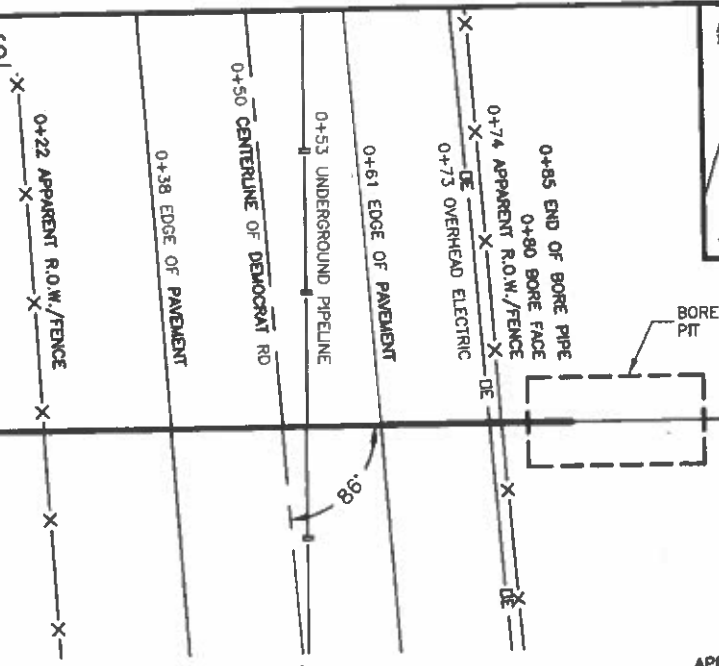
NONE

For  _____
Brazos County Engineer

BRAZOS COUNTY, TEXAS



TX-BZ-0067.00000
 MIDWEST POULTRY SERVICES, L.P.
 AN INDIANA LIMITED PARTNERSHIP
 TRACT TWO
 CALLED 887.384 ACRES
 VOL. 15939, PG. 228
 O.P.R.B.C.TX.

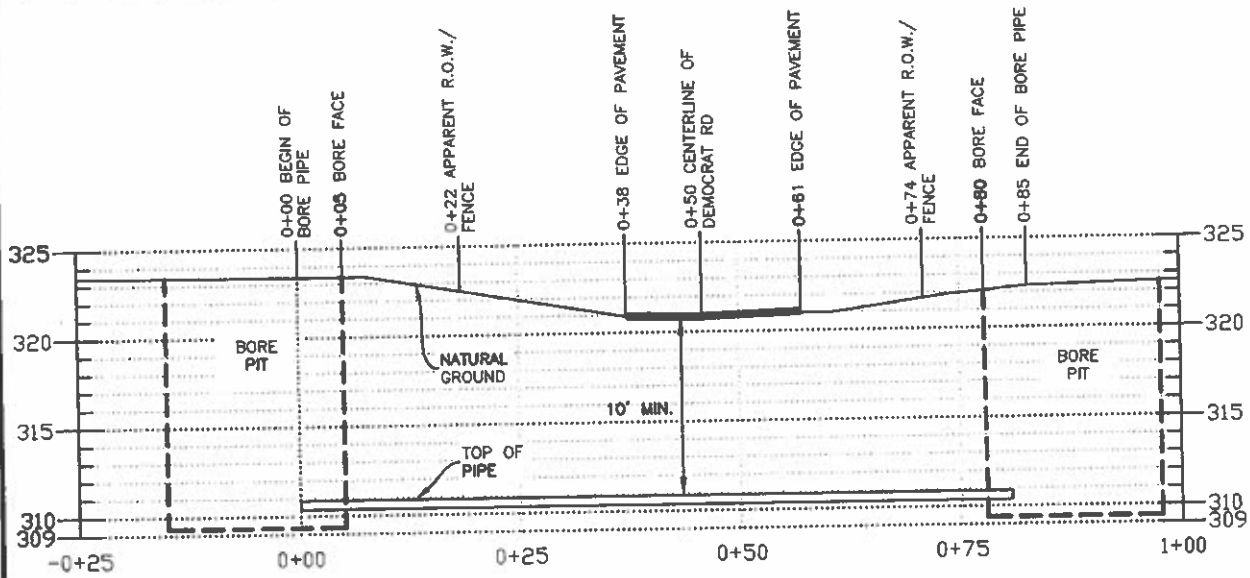


FLOW
 S42°43'06"E

PLAN

SCALE: HOR. 1"=20'

☉ INTERSECTION
 LAT: 030°47'34.73"
 LONG: -096°14'47.54"
 APPARENT R.O.W. WIDTH = ±52'
 ☽ CLOSEST INTERSECTION
 3,710 FEET/ 0.70 MILES TO STATE HWY 21



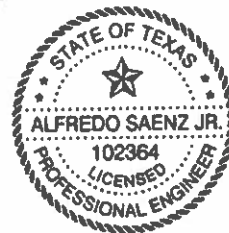
PROFILE

SCALE: HOR. 1"=20'
 SCALE: VER. 1"=5'

NOTE:
 120" MINIMUM BELOW LOWEST POINT

NOTES:

- HORIZONTAL DATUM: TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD83 (2011). ALL DISTANCES ARE REPRESENTED IN GRID VALUES, MEASURED IN U.S. SURVEY FEET, AND ARE BASED ON SAID HORIZONTAL DATUM.
- EXISTING UTILITIES ARE SHOWN IN APPROXIMATE LOCATION GENERATED FROM PREVIOUS MAPS AND SURVEY. CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION OF ALL EXISTING UTILITIES IN THE AREA OF WORK PRIOR TO CONSTRUCTION AND CALL TEXAS ONE CALL SYSTEM AT 1-800-344-8377 AND ALL OTHER UTILITY COMPANIES AT LEAST 2 WORKING DAYS (48 HOURS) PRIOR TO CONSTRUCTION.
- THIS CROSSING IS DESIGNED AND WILL BE CONSTRUCTED IN ACCORDANCE WITH TITLE 49, CODE OF FEDERAL REGULATIONS, PART 195, AND ASME B31.4 PIPELINE TRANSPORTATION SYSTEMS FOR LIQUIDS AND SLURRIES.
- LINE WILL BE INSTALLED BY CONVENTIONAL BORE METHOD.
- CONTRACTORS: IT IS YOUR RESPONSIBILITY TO CONTACT THE APPROVING AUTHORITY 48 HOURS PRIOR TO START OF CONSTRUCTION.
- ALFREDO SAENZ JR., REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, P.E. NO. 102364, AN EMPLOYEE OF NORTHSTAR ENERGY SERVICES, INC., TX FIRM NO. F-14838, HAVE REVIEWED THE MATERIAL SPECIFICATIONS OF THIS PERMIT AND HAVE FOUND THEM TO BE ACCURATE AND SUITABLE FOR THIS PROPOSED PROJECT. I DO NOT ATTEST TO THE ACCURACY, COMPLETENESS, OR CORRECTNESS OF THE OTHER ASPECTS OF THE PERMIT, INCLUDING BUT NOT LIMITED TO, SURVEY, RIGHT-OF-WAY, PROPERTY OWNERSHIP DETERMINATION, AND LOCATION OF EXISTING FACILITIES THAT ARE THE RESPONSIBILITY OF OTHER PARTIES.



all
 12 JUNE 2024

PIPE DATA

- PRODUCT: NATURAL GAS LIQUIDS
- CARRIER PIPE: 30.000" X 0.635" W.T., API 5L X-70 PSL2 PIPE W/14-22 MILS FBE & 30-40 MILS ARO COATING.
- CATHODIC PROTECTION: RECTIFIER IMPRESSED CURRENT
- SEAM JOINT FACTOR = 1.0
- SPECIFIED MIN. YIELD STRENGTH: 70,000 PSI
- MAX TEST PRESSURE 2,058 PSIG
- MIN TEST PRESSURE 1,850 PSIG
- MAX OPERATING PRESSURE 1,480 PSIG

PROJECT: BAHIA PIPELINE
 JOB NUMBER: 1023083294
 SURVEY DATE: 11/25/23
 ENGINEER: K. KRAMER
 INSPECTOR: D. HOLBROOK
 TRACT NO: TX-BZ-0067.00010



TX-BZ-0067.00010
 BAHIA PIPELINE
 DEMOCRAT RD CROSSING
 BRAZOS COUNTY, TEXAS

**BRAZOS COUNTY ROADWAY SAFETY AND ROAD
PRESERVATION STANDARDS FOR WORK CONDUCTED IN
BRAZOS COUNTY RIGHTS OF WAY**

A. General Requirements

1. Adequate drainage shall be maintained in ditches at all times.
2. Permittee will use best management practices ("BMP") (EPA and TCEQ both provide lists of examples of BMPs) to minimize erosion and sedimentation resulting from the proposed installation.
3. The permittee shall take precautions to avoid damage to property. All County Right of Way and property shall be restored to its original condition, as far as practical, in the opinion of the County Engineer or appointed representative.
4. The construction and maintenance of such utility shall not interfere with the property or rights of a prior occupant.
5. Permittee shall not interfere with other utilities located in the right of way. In the event damages occur, permittee will be liable to the County or other utilities running through the right of way.
6. County Engineer shall determine whether or not permittee's plans shall inconvenience the public. If it is determined that inconvenience to the public exists, then the County Engineer will decide whether such project will be allowed or if an alternative exists so as not to inconvenience the public.

B. Safety Requirements

1. Proper traffic control measures must be put in place prior to beginning work and remain in place during the duration of the job. All traffic control measures must follow the Texas Manual of Uniform Traffic Control Devices (TMUTCD). See Traffic Control Requirements below.
2. During construction, all safety regulations of the Texas Department of Transportation shall be observed.
3. Permittee must take such precautions and measures, including placing and displaying safety devices, as may be necessary, in order to safely conduct the public through the project area. Company shall provide flagmen, signs, signals or devices necessary to provide complete safety to the public.
4. Adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners.
5. No cable, conduit and/or pole line shall be laid, constructed, maintained and/or repaired so as to constitute a danger or hazard of any kind to persons or vehicles using such road. Any poles placed in the Right of Way for future installation shall be placed at the back of the Right of Way. Exceptions may be approved by the County Engineer.

C. Traffic Control Plan

1. A traffic control plan, pursuant to the TMUTCD or Engineered Traffic Control Plan must be provided for the following:
 - a. Any construction (i.e. pit, excavation, hole) left open over night, requires specific nighttime traffic control measures pursuant to the TMUTCD;
 - b. If construction is within ten (10) feet of the roadway; or
 - c. Any work performed in the road right-of-way;
2. Plan must be attached to the permit and kept at the job site any time work is being performed.

3. Plan must set forth the time of completion for the job.

D. Design Standards

1. All overhead installations shall conform to clearance standards of the Texas Department of Transportation and the pole be placed in the designated area for power specified as set forth in the *Texas Utilities Code, Section 181.045*.
2. All pole installation (including lighting) shall be placed at the backside of the Right of Way to ensure safety to the public. Any pole placed in violation of this requirement will be required to be moved to the appropriate location at the company's expense. Exceptions may be approved by the County Engineer.
3. All underground installations shall (these are minimum depths – utility may place deeper):
 - a. be placed at a minimum depth of forty-eight (48) inches below the top of the pavement;
 - b. be at least thirty-six (36) inches below ditch flow line when installation is within the area measured from top of bank to top of bank;
 - c. be at least forty-eight (48) inches below ditch flow line if low pressure gas or petroleum lines. For high pressure gas and petroleum lines, see High Pressure Pipelines requirements listed below;
 - d. not be closer than ten (10) feet from the edge of pavement. Exceptions may apply in rights of way of less than 60'.
4. Water Lines: All water lines must be a minimum 36-inches below the ditch flow line and cased. Waterlines shall be cased if crossing under the roadway.
5. Utilities in all new developments that have 60 feet or greater of right of way shall be installed within designated locations based upon the type of utility. The locations shall be as follows: (measured from back of right-of-way).
 - Power – 0-2 feet, nominally 1'
 - Phone – 2-4 feet, nominally 3'
 - Gas – 4-6 feet, nominally 5'
 - Cable – 6-8 feet, nominally 7'
6. Utilities with less than 60 feet right-of-way in all new developments shall install the utility in a similar manner as referenced in No. 3 above, however, the County Engineer or its designated representative will provide final approval of each utility location.
7. The length of any trench to be opened in advance of the pipe, conduit or ducts may not be longer than 400' if left open over night or unattended.
8. Crossings under a county road shall:
 - a. be bored or jacked. **ABSOLUTELY NO OPEN CUTS WITHIN COUNTY ROAD PAVEMENT**;
 - b. be pressure grouted for the full length of the crossing *if* the annular space between pipe and casing and soil exceeds one (1) inch. Brazos County must be given 24 hours notice of pressure grouting operations and have the opportunity to have an inspector on site to observe pressure grouting operations;
 - c. TxDOT Standard Specification Item 476 shall be followed for all boring, jacking, tunneling and joints.
9. Bore Pits
 - a. no pits shall remain open longer than 2 days;
 - b. all pits shall have proper traffic control measures in place. See Traffic Control Plan listed above.
 - c. pits shall NOT be located within ten (10) feet from the edge of pavement without prior approval from the County Engineer or his representative;
 - d. when pits are to remain open for more than 8 hours, due diligence will be used in protecting the spoil pile to prevent drainage problems;

- e. based upon soil conditions, the County Engineer or his representative may require shoring to protect pavement integrity;
 - f. based upon soil conditions, the County Engineer or his representative may require pits be placed further from the edge of road.
10. Any installation within ten (10) feet of edge of pavement shall meet the following:
- a. location must be approved by the County Engineer or his representative
 - b. backfilled with cement stabilized material.
 - c. based upon soil conditions, the County Engineer or his representative may require shoring to protect pavement integrity.
 - d. All excess water and mud shall be removed from the trench prior to backfilling. Any backfill placed during a rainy period or at other times where excess water cannot be prevented from entering the trench will be considered TEMPORARY and shall be replaced with PERMANENT cement stabilized material as soon as weather permits;
 - e. All disturbed base and pavement materials shall be removed and restored to the satisfaction of the County Engineer or his representatives.
 - f. No side or lateral tamping to fill voids under the base and pavement materials is allowed.
11. Company must be careful to not jeopardize the slope or integrity of the shoulder of the road. In the event Company damages the slope, shoulder or any other portion of the right-of-way, Company will be responsible for repairing the damage and replacing the right-of-way to the condition it was prior to commencing construction.
12. Operation of construction and/or maintenance equipment on the traveled surface of any improved County road will not be permitted, except in an instance whereby the laying, construction, maintenance and/or repair of cables, conduits and/or pole lines cannot be accomplished by any other method and in this event all such equipment shall be of the rubber tire variety. Appropriate traffic control shall be provided meeting TMUTCD requirements.
13. In the event said construction and/or maintenance and/or repair requires Company to remove, cut or jeopardize any section of the road (asphalt, cement, road base, etc). Company will be required to provide a performance bond or letter of credit securing necessary repairs. Said bond amount will be determined by the County Engineer.
14. The applicant shall submit a letter of "No Objection" from the Army Corps of Engineers for all designated wetlands and environmentally sensitive lands.

E. Emergency work

- 1. In the event Company is required to perform emergency services, that requires excavation in a County Right of Way, and unable to notify the County Engineer prior to conducting emergency repairs, Company shall notify County Engineer within 24 hours of beginning construction/repairs. This will allow the County Engineer and Road & Bridge Office an opportunity to inspect the site to ensure the integrity of the County Right of Way and traffic safety controls used.

F. Repairs to existing facilities

- 1. Maintenance and/or repair to existing cables, conduits, and/or pole lines which require disturbance of the soil, shall not be performed until plans describing such maintenance and/or repair have been approved by the County Engineer or designated representative and a permit has been obtained.

G. Relocation of utilities:

- 1. When and if the County Engineer determines that it is necessary for the construction, repair, improvement, alteration or relocation of all or any portion of said road, any or all poles, wires, pipes, cables or other facilities and appurtenances authorized hereunder, shall be removed from said road, or reset or relocated thereon, as required by the County Engineer within a reasonable time as determined by the County Engineer and Utility Company, and at the expense of the Utility Company.

H. High Pressure Pipelines

1. All utility Permits for high pressure pipelines (generally 60 PSI or greater), whether pertaining to controlled access or non-controlled access installations, should contain the following additional information in the description of the permit.

- diameter
- wall thickness
- material specification
- minimum yield strength
- maximum operation pressure of the pipeline

2. With the exception of the maximum operation pressure of the pipeline, this information is to be supplied for both the carrier pipe and the casing.

3. Assurance must also be given that the installation material and design meet the minimum Federal Safety Standards for Liquid and Gas Pipe Lines. Assurance must be provided on company letterhead and signed by an authorized representative of the company.

4. Petroleum Pipelines:

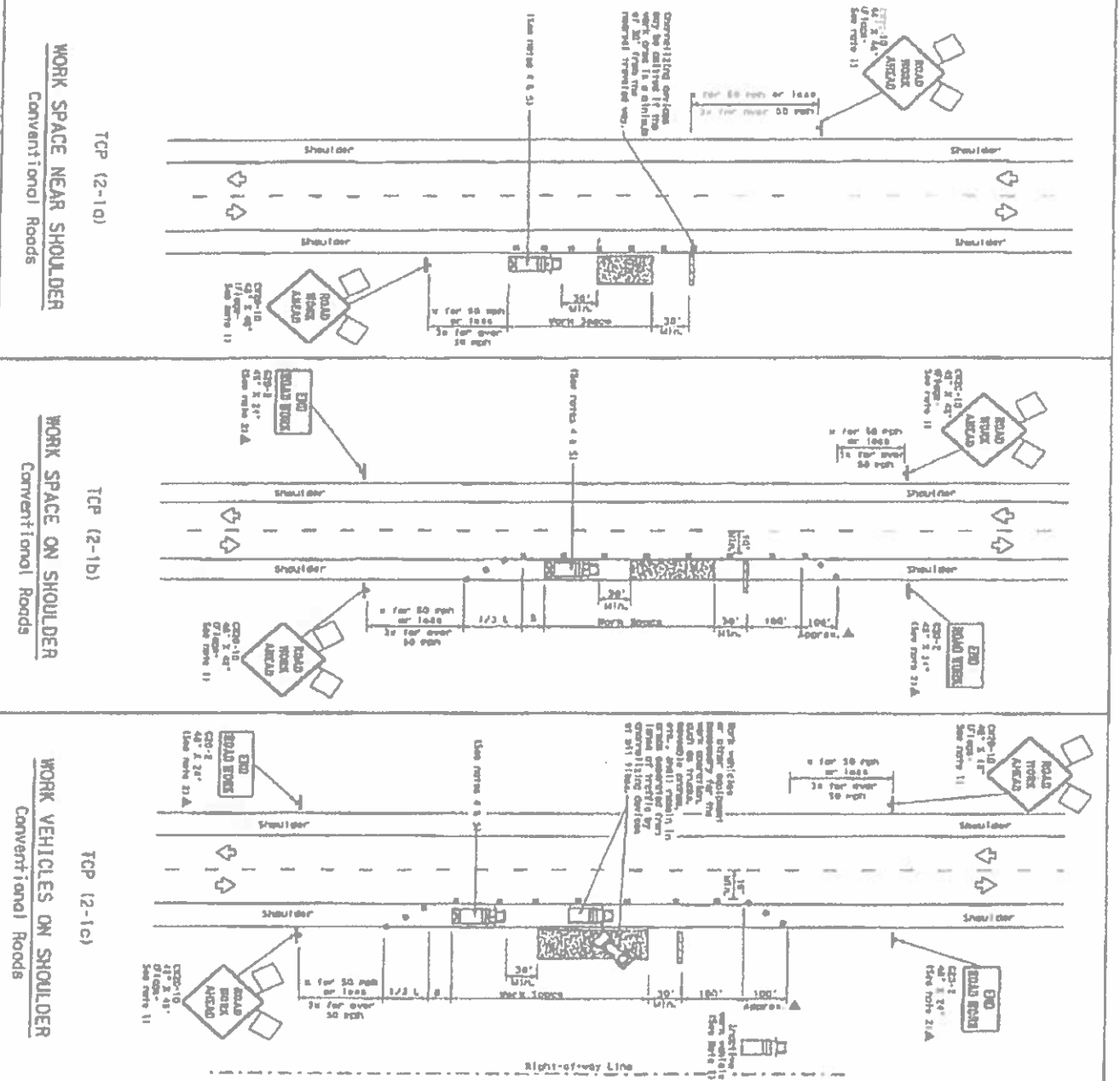
<u>Type of Pipeline</u>	<u>Depth (below deepest ditch grade)</u>	<u>Special Requirements</u>
Encased Pipe	Less than 10'	Must be covered with concrete pad at least 36" deep
Encased Pipe	Greater than 10'	No concrete pad required
Non-Cased Pipe	Less than 10'	Must be covered with concrete pad at least 48" deep
Non-Cased Pipe	Greater than 10'	No concrete pad required

The Concrete pad shall be minimum of 3" thick and width shall be pipe diameter plus 18" minimum.

5. Under no circumstances will a pipeline be installed parallel to a County Road within the Right-of-Way. Transmission lines have been determined to be petroleum pipelines (which includes natural gas lines) and shall not be parallel to a County Road.

6. Natural Gas Distribution is a line that serves the final customer.

DATE: 11/11/11
 FILE: 1111



ECHO		ECHO	
Symbol	Description	Symbol	Description
⊠	3' x 3' Barricade	⊠	Channelizing Device
⊠	Heavy Duty Traffic	⊠	STICK BARRICADE
⊠	Shuttle Mounted Sign	⊠	STICK BARRICADE (TALL)
⊠	Flashing Arrow Board	⊠	Portable Channelizing Device (18" x 24")
⊠	Sign	⊠	Traffic Sign
⊠	Flare	⊠	Flare

Sign No.	Sign Name	Standard Dimensions (H x W)	Standard Spacing (ft)	Standard Color	Standard Material
1-1	ROAD WORK AHEAD	30" x 48"	300'	Orange	Aluminum
1-2	END ROAD WORK	30" x 48"	300'	Green	Aluminum
1-3	ROAD WORK AHEAD	30" x 48"	300'	Orange	Aluminum
1-4	END ROAD WORK	30" x 48"	300'	Green	Aluminum
1-5	ROAD WORK AHEAD	30" x 48"	300'	Orange	Aluminum
1-6	END ROAD WORK	30" x 48"	300'	Green	Aluminum
1-7	ROAD WORK AHEAD	30" x 48"	300'	Orange	Aluminum
1-8	END ROAD WORK	30" x 48"	300'	Green	Aluminum
1-9	ROAD WORK AHEAD	30" x 48"	300'	Orange	Aluminum
1-10	END ROAD WORK	30" x 48"	300'	Green	Aluminum

GENERAL NOTES:

1. Signs shall be placed in advance of the work zone.
2. All traffic control devices shall be maintained in good condition.
3. Signs shall be placed in advance of the work zone.
4. Signs shall be placed in advance of the work zone.
5. Signs shall be placed in advance of the work zone.
6. Signs shall be placed in advance of the work zone.
7. Signs shall be placed in advance of the work zone.
8. Signs shall be placed in advance of the work zone.
9. Signs shall be placed in advance of the work zone.
10. Signs shall be placed in advance of the work zone.

TYPICAL SCALE:

1" = 100'

TRAFFIC CONTROL PLAN
 CONVENTIONAL ROAD
 SHOULDER WORK

TCP (2-1)-12

APPLICATION FOR PIPELINE UTILITY PERMIT
DESIGNATING PLACEMENT OF UTILITY IN COUNTY RIGHT OF WAY

TO: THE COUNTY ENGINEER OF BRAZOS COUNTY, TEXAS

Comes now Bahia Pipeline LLC [company name], hereinafter referred to as "Company" a Texas [state] Corporation, with authority to transact business in Texas, acting by and through its duly authorized representative, and hereby petitions the County Engineer for the right to lay, construct, maintain, repair and/or operate equipment under, over, across and/or along certain County Roads as shown on drawings and diagrams attached hereto and said location described as follows:

Facility to Cross Road

Road Name & Block Number	Length of Crossing	TYPE OF CONSTRUCTION (CHECK ONE)			
		Bored	Jacked	Driven	Cased
Oak Lake	58'	X			

Facility to Parallel County Road Within Right-Of-Way

Road Name and Block Number	From	To	Distance

CONSTRUCTION TYPE

30" Diameter 0.635" Wall Thickness High Pressure Underground Pipeline (60 psi or greater operating pressure) Low Pressure Underground Pipeline (60 psi operating pressure)
 Material Specification X70 API 5L PSL2
 Minimum Yield Strength 70,000 PSI
 Maximum Operation Pressure 1480 psig

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

The Company shall commence actual construction/work in good faith within 60 days from the date of said permit and shall complete said construction /work within 180 working days. (COMPANY MUST FILL IN). If such construction is not begun by the 60th day, Company will be required to apply for a new permit.

Company declares that prior to filing this application, it has ascertained the location of all existing utilities, both aerial and underground, and the filing of this application is prima facie evidence that the proposed installation will not conflict with any existing utility.

A copy of this permit shall be kept at the job site any time work is being performed.

It is expressly stipulated that this Permit is a license for permissive use only and that the placing of facilities upon public property pursuant to this permit shall not operate to create or vest any property right in said holder.

It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the County's right, title and interest in the land to be entered upon and used by the holder and the holder will at all times assume risk of and indemnify, defend and save harmless Brazos County from and against any and all loss, damages, cost or

expense arising in any manner on account of the exercise or attempted exercise by said holder of the aforesaid rights and privileges.

Any deviation from these specifications must be approved by Brazos County Engineer's Office or its designated representative.

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

Applicant agrees to comply with all rules of the County Commissioners and the County Engineer in construction of said installation attached hereto as **BRAZOS COUNTY DESIGN STANDARDS AND SAFETY PRECAUTION REQUIREMENTS FOR WORK CONDUCTED IN BRAZOS COUNTY RIGHTS OF WAY** and incorporated herein for reference.

In the event Company fails to obtain a permit prior to the installation or does not install utilities in compliance with installation requirements set forth herein (i.e. depth, location, etc), Company assumes all financial responsibility for damages and/or destruction of lines, cables, etc. based upon its failure to comply with Brazos County requirements.

Applicant agrees that if Brazos County demonstrates a violation of the terms of this policy, Applicant stipulates that requisites for injunctive relief exist and that Brazos County is entitled to relief enjoining any conduct by applicant which is contrary to the policies.

This permit is a revocable permit. Brazos County reserves the right to revoke this permit at any time, in the sole discretion of Brazos County, for interests of public health, safety or welfare, or for failure to repair any damages upon demand, or for any other reason deemed sufficient by Brazos County.

In the event Company fails to comply with any or all of the requirements as set forth herein, the County may take such action as it deems appropriate to compel compliance. The County Engineer further retains the right to revoke this Permit by verbal notification to the Applicant/Company.

Failure to obtain this permit and/or notify the County Engineer's Office within 24 hours of beginning construction shall constitute grounds for job shutdown.

By signing below, I certify that I am authorized to represent the Company listed below, and that the Company agrees to the conditions/provisions included in this permit.

Bahia Pipeline LLC

Company Name

Jeffrey L. Waldo

By

Jeffrey L. Waldo, Agent and Attorney-in-Fact

Signature

Title

P.O. Box 4324

Address

Houston

TX

77210

City

State

Zip

(303) 818-3277

Phone Number

Tonysaucedo@summitresourcesland.com

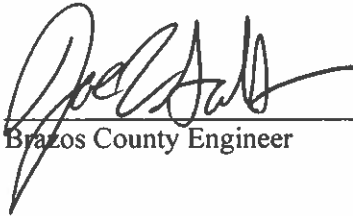
Email:

PIPELINE UTILITY APPROVAL

Brazos County offers no objection to the proposed location of the utility in the County right of way as shown by accompanying drawings and notice dated November 14, 2024 except as noted below:
(Month/Day/Year)

EXCEPTIONS:

NONE

For 

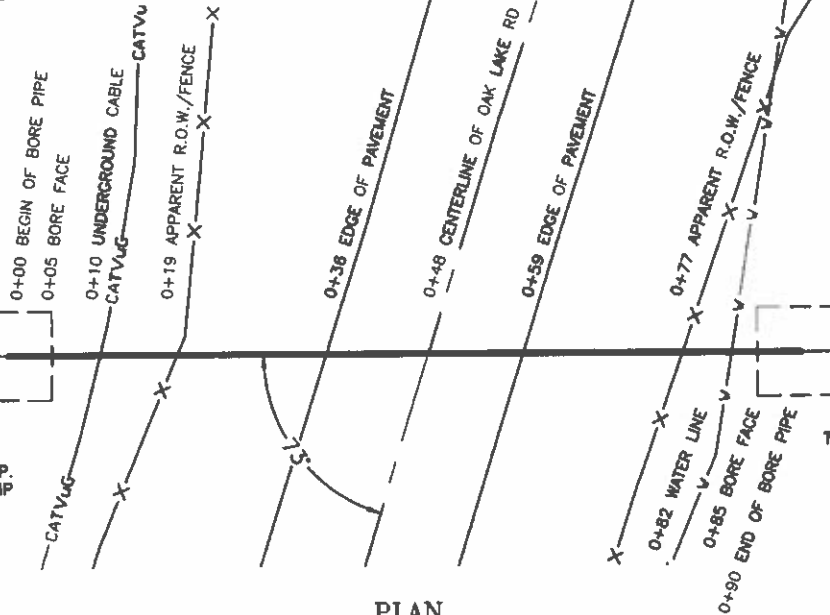
Brazos County Engineer

BRAZOS COUNTY, TEXAS



FLOW
S88°35'37"E

TX-BZ-0067.00000
MIDWEST POULTRY SERVICES, L.P.
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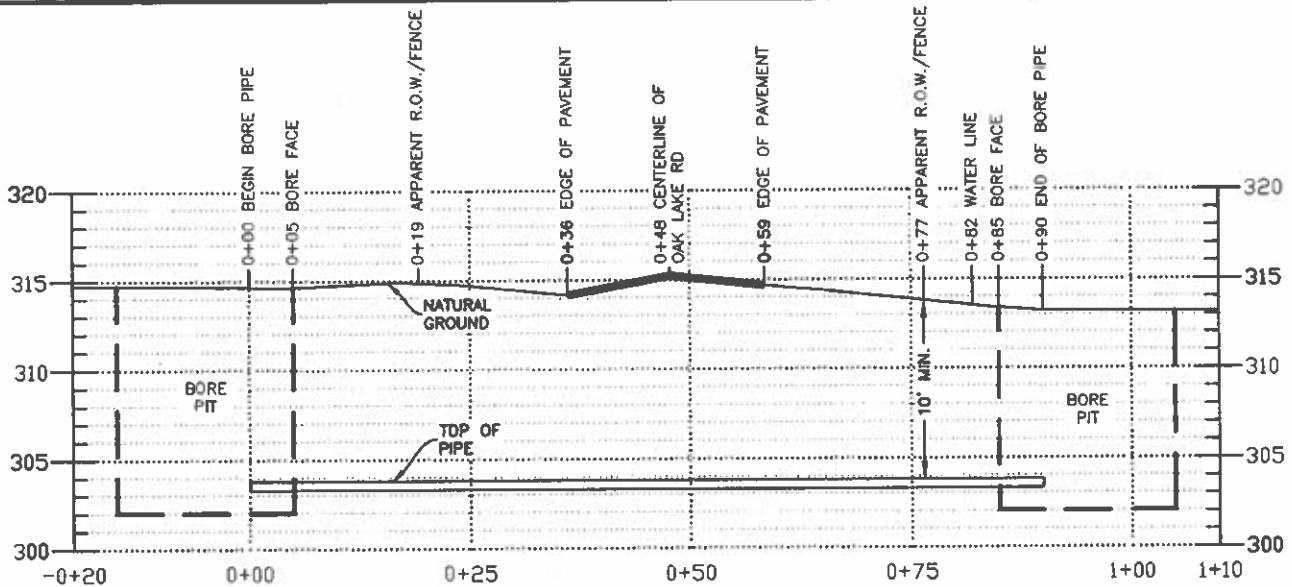
TX-BZ-0067.00100
TRYON CHURCH, THE DEACONS
AND SUCCESSORS IN OFFICE
CALLED 3/4 ACRE
VOL 28, PG. 22
D.R.B.C.TX.

∩ INTERSECTION
LAT: 030°47'23.10"
LONG: -096°14'15.20"
APPARENT R.O.W. WIDTH = ±60'
CLOSEST INTERSECTION
120 FEET/.02 MILES NORTH TO DEMOCRAT RD

PLAN

SCALE: HOR. 1"=20'

120 FEET/.02 MILES NORTH TO DEMOCRAT RD



PROFILE

SCALE: HOR. 1"=20'
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NOTE:
120" MINIMUM BELOW LOWEST POINT

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all
12 JUNE 2024

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- MAX TEST PRESSURE 2,058 PSIG
- MIN TEST PRESSURE 1,850 PSIG
- MAX OPERATING PRESSURE 1,480 PSIG

PROJECT: BAHIA PIPELINE
JOB NUMBER: 102364294
SURVEY DATE: 11/23/23
CHECKED: K. KRUMER
TECHNICIAN: D. HOLBROOK
TRACT: TX-BZ-0067.00011



TX-BZ-0067.00011
BAHIA PIPELINE
OAK LAKE RD CROSSING
BRAZOS COUNTY, TEXAS

**BRAZOS COUNTY ROADWAY SAFETY AND ROAD
PRESERVATION STANDARDS FOR WORK CONDUCTED IN
BRAZOS COUNTY RIGHTS OF WAY**

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3. Permittee must take such precautions and measures, including placing and displaying safety devices, as may be necessary, in order to safely conduct the public through the project area. Company shall provide flagmen, signs, signals or devices necessary to provide complete safety to the public.
4. Adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners.
5. No cable, conduit and/or pole line shall be laid, constructed, maintained and/or repaired so as to constitute a danger or hazard of any kind to persons or vehicles using such road. Any poles placed in the Right of Way for future installation shall be placed at the back of the Right of Way. Exceptions may be approved by the County Engineer.

C. Traffic Control Plan

1. A traffic control plan, pursuant to the TMUTCD or Engineered Traffic Control Plan must be provided for the following:
 - a. Any construction (i.e. pit, excavation, hole) left open over night, requires specific nighttime traffic control measures pursuant to the TMUTCD;
 - b. If construction is within ten (10) feet of the roadway; or
 - c. Any work performed in the road right-of-way;
2. Plan must be attached to the permit and kept at the job site any time work is being performed.

3. Plan must set forth the time of completion for the job.

D. Design Standards

1. All overhead installations shall conform to clearance standards of the Texas Department of Transportation and the pole be placed in the designated area for power specified as set forth in the *Texas Utilities Code, Section 181.045*.
2. All pole installation (including lighting) shall be placed at the backside of the Right of Way to ensure safety to the public. Any pole placed in violation of this requirement will be required to be moved to the appropriate location at the company's expense. Exceptions may be approved by the County Engineer.
3. All underground installations shall (these are minimum depths – utility may place deeper):
 - a. be placed at a minimum depth of forty-eight (48) inches below the top of the pavement;
 - b. be at least thirty-six (36) inches below ditch flow line when installation is within the area measured from top of bank to top of bank;
 - c. be at least forty-eight (48) inches below ditch flow line if low pressure gas or petroleum lines. For high pressure gas and petroleum lines, see High Pressure Pipelines requirements listed below;
 - d. not be closer than ten (10) feet from the edge of pavement. Exceptions may apply in rights of way of less than 60'.
4. Water Lines: All water lines must be a minimum 36-inches below the ditch flow line and cased. Waterlines shall be cased if crossing under the roadway.
5. Utilities in all new developments that have 60 feet or greater of right of way shall be installed within designated locations based upon the type of utility. The locations shall be as follows: (measured from back of right-of-way).
 - Power – 0-2 feet, nominally 1'
 - Phone – 2-4 feet, nominally 3'
 - Gas – 4-6 feet, nominally 5'
 - Cable – 6-8 feet, nominally 7'
6. Utilities with less than 60 feet right-of-way in all new developments shall install the utility in a similar manner as referenced in No. 3 above, however, the County Engineer or its designated representative will provide final approval of each utility location.
7. The length of any trench to be opened in advance of the pipe, conduit or ducts may not be longer than 400' if left open over night or unattended.
8. Crossings under a county road shall:
 - a. be bored or jacked. **ABSOLUTELY NO OPEN CUTS WITHIN COUNTY ROAD PAVEMENT:**
 - b. be pressure grouted for the full length of the crossing *if* the annular space between pipe and casing and soil exceeds one (1) inch. Brazos County must be given 24 hours notice of pressure grouting operations and have the opportunity to have an inspector on site to observe pressure grouting operations;
 - c. TxDOT Standard Specification Item 476 shall be followed for all boring, jacking, tunneling and joints.
9. Bore Pits
 - a. no pits shall remain open longer than 2 days;
 - b. all pits shall have proper traffic control measures in place. See Traffic Control Plan listed above.
 - c. pits shall NOT be located within ten (10) feet from the edge of pavement without prior approval from the County Engineer or his representative;
 - d. when pits are to remain open for more than 8 hours, due diligence will be used in protecting the spoil pile to prevent drainage problems;

- e. based upon soil conditions, the County Engineer or his representative may require shoring to protect pavement integrity;
 - f. based upon soil conditions, the County Engineer or his representative may require pits be placed further from the edge of road.
10. Any installation within ten (10) feet of edge of pavement shall meet the following:
- a. location must be approved by the County Engineer or his representative
 - b. backfilled with cement stabilized material.
 - c. based upon soil conditions, the County Engineer or his representative may require shoring to protect pavement integrity.
 - d. All excess water and mud shall be removed from the trench prior to backfilling. Any backfill placed during a rainy period or at other times where excess water cannot be prevented from entering the trench will be considered TEMPORARY and shall be replaced with PERMANENT cement stabilized material as soon as weather permits:
 - e. All disturbed base and pavement materials shall be removed and restored to the satisfaction of the County Engineer or his representatives.
 - f. No side or lateral tamping to fill voids under the base and pavement materials is allowed.
11. Company must be careful to not jeopardize the slope or integrity of the shoulder of the road. In the event Company damages the slope, shoulder or any other portion of the right-of-way, Company will be responsible for repairing the damage and replacing the right-of-way to the condition it was prior to commencing construction.
12. Operation of construction and/or maintenance equipment on the traveled surface of any improved County road will not be permitted, except in an instance whereby the laying, construction, maintenance and/or repair of cables, conduits and/or pole lines cannot be accomplished by any other method and in this event all such equipment shall be of the rubber tire variety. Appropriate traffic control shall be provided meeting TMUTCD requirements.
13. In the event said construction and/or maintenance and/or repair requires Company to remove, cut or jeopardize any section of the road (asphalt, cement, road base, etc), Company will be required to provide a performance bond or letter of credit securing necessary repairs. Said bond amount will be determined by the County Engineer.
14. The applicant shall submit a letter of "No Objection" from the Army Corps of Engineers for all designated wetlands and environmentally sensitive lands.

E. Emergency work

- 1. In the event Company is required to perform emergency services, that requires excavation in a County Right of Way, and unable to notify the County Engineer prior to conducting emergency repairs, Company shall notify County Engineer within 24 hours of beginning construction/repairs. This will allow the County Engineer and Road & Bridge Office an opportunity to inspect the site to ensure the integrity of the County Right of Way and traffic safety controls used.

F. Repairs to existing facilities

- 1. Maintenance and/or repair to existing cables, conduits, and/or pole lines which require disturbance of the soil, shall not be performed until plans describing such maintenance and/or repair have been approved by the County Engineer or designated representative and a permit has been obtained.

G. Relocation of utilities:

- 1. When and if the County Engineer determines that it is necessary for the construction, repair, improvement, alteration or relocation of all or any portion of said road, any or all poles, wires, pipes, cables or other facilities and appurtenances authorized hereunder, shall be removed from said road, or reset or relocated thereon, as required by the County Engineer within a reasonable time as determined by the County Engineer and Utility Company, and at the expense of the Utility Company.

H. High Pressure Pipelines

1. All utility Permits for high pressure pipelines (generally 60 PSI or greater), whether pertaining to controlled access or non-controlled access installations, should contain the following additional information in the description of the permit.
 - diameter
 - wall thickness
 - material specification
 - minimum yield strength
 - maximum operation pressure of the pipeline
2. With the exception of the maximum operation pressure of the pipeline, this information is to be supplied for both the carrier pipe and the casing.
3. Assurance must also be given that the installation material and design meet the minimum Federal Safety Standards for Liquid and Gas Pipe Lines. Assurance must be provided on company letterhead and signed by an authorized representative of the company.

4. Petroleum Pipelines:

<u>Type of Pipeline</u>	<u>Depth (below deepest ditch grade)</u>	<u>Special Requirements</u>
Encased Pipe	Less than 10'	Must be covered with concrete pad at least 36" deep
Encased Pipe	Greater than 10'	No concrete pad required
Non-Cased Pipe	Less than 10'	Must be covered with concrete pad at least 48" deep
Non-Cased Pipe	Greater than 10'	No concrete pad required

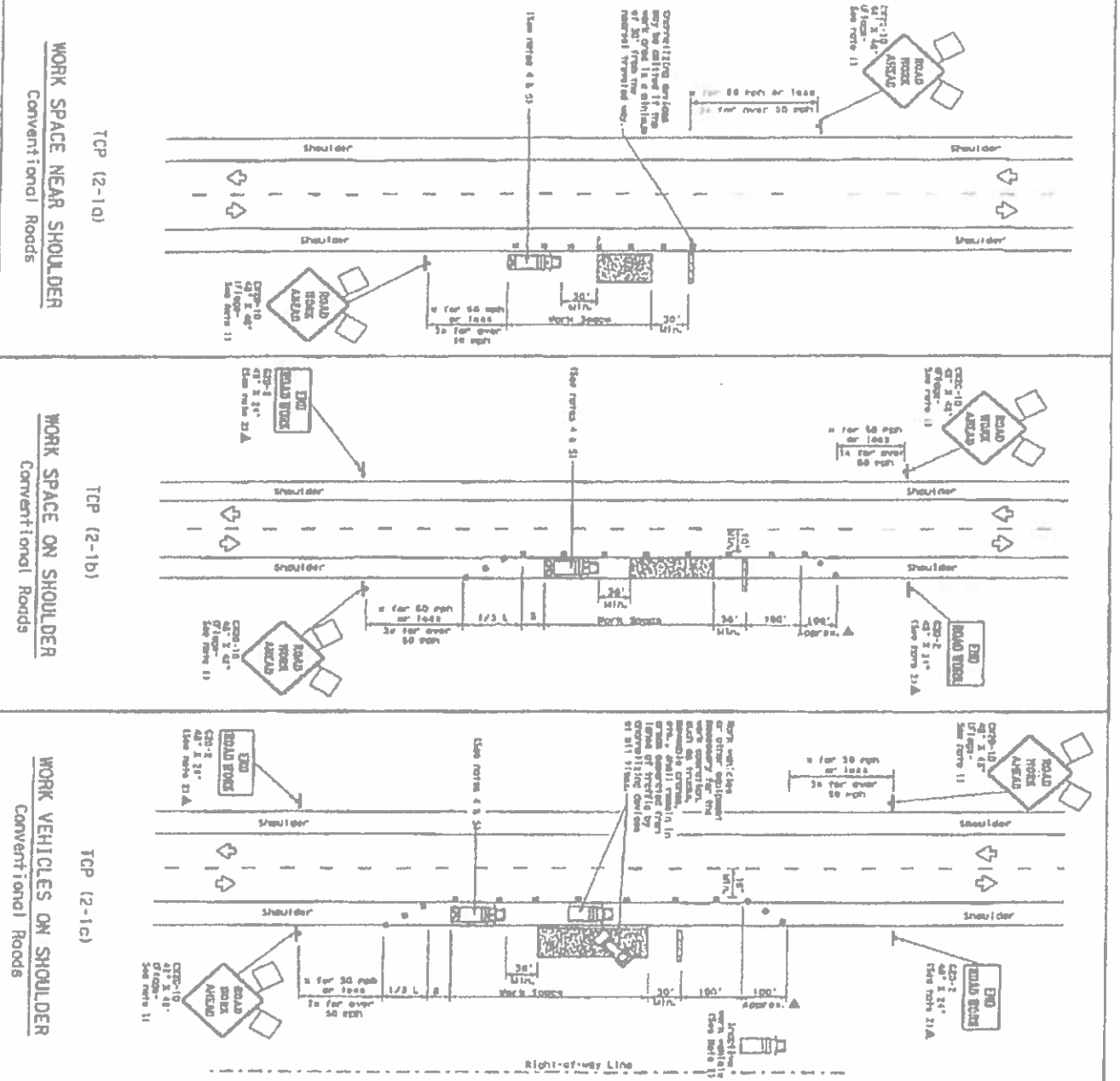
The Concrete pad shall be minimum of 3" thick and width shall be pipe diameter plus 18" minimum.

5. Under no circumstances will a pipeline be installed parallel to a County Road within the Right-of-Way. Transmission lines have been determined to be petroleum pipelines (which includes natural gas lines) and shall not be parallel to a County Road.

6. Natural Gas Distribution is a line that serves the final customer.

DATE: 11/15/11

THIS PLAN IS THE PROPERTY OF THE TEXAS DEPARTMENT OF TRANSPORTATION AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE TEXAS DEPARTMENT OF TRANSPORTATION.



LEGEND		CONVENTIONAL ROAD SHOULDER WORK	
[Symbol]	Sign 3 Service	[Symbol]	Channelizing Device
[Symbol]	Heavy Work Vehicle	[Symbol]	Truck Barrier (Preventive Type)
[Symbol]	Trailing Equipment	[Symbol]	Preventive Channelizing Device (Type 2)
[Symbol]	Flashed Arrow Board	[Symbol]	Variable Message Sign (VMS)
[Symbol]	Sign	[Symbol]	Traffic Flow
[Symbol]	Sign	[Symbol]	Precedence

Material	Quantity	Unit	Notes
1. Sign 3 Service	150	EA	
2. Heavy Work Vehicle	150	EA	
3. Trailing Equipment	150	EA	
4. Flashed Arrow Board	150	EA	
5. Sign	150	EA	
6. Sign	150	EA	
7. Channelizing Device	150	EA	
8. Truck Barrier	150	EA	
9. Variable Message Sign	150	EA	
10. Traffic Flow	150	EA	
11. Precedence	150	EA	

TRAFFIC CONTROL PLAN
CONVENTIONAL ROAD SHOULDER WORK
 TYPED BY: [Name]
 DATE: 11/15/11

GENERAL NOTES:

1. Sign attached to sign stem only, not attached.
2. All traffic control devices shall be set up in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), 8th Edition, Section 6.17.1.1.
3. All signs shall be set up in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), 8th Edition, Section 6.17.1.1.
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APPLICATION FOR PIPELINE UTILITY PERMIT
DESIGNATING PLACEMENT OF UTILITY IN COUNTY RIGHT OF WAY

TO: THE COUNTY ENGINEER OF BRAZOS COUNTY, TEXAS

Comes now Bahia Pipeline LLC [company name], hereinafter referred to as "Company" a Texas [state] Corporation, with authority to transact business in Texas, acting by and through its duly authorized representative, and hereby petitions the County Engineer for the right to lay, construct, maintain, repair and/or operate equipment under, over, across and/or along certain County Roads as shown on drawings and diagrams attached hereto and said location described as follows:

Facility to Cross Road

Road Name & Block Number	Length of Crossing	TYPE OF CONSTRUCTION (CHECK ONE)			
		Bored	Jacked	Driven	Cased
Hearne	68'	X			

Facility to Parallel County Road Within Right-Of-Way

Road Name and Block Number	From	To	Distance

CONSTRUCTION TYPE

30" Diameter 0.635" Wall Thickness High Pressure Underground Pipeline (60 psi or greater operating pressure) Low Pressure Underground Pipeline (60 psi operating pressure)
 Material Specification X70 API 5L PSL2
 Minimum Yield Strength 70,000 PSI
 Maximum Operation Pressure 1480 psig

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

The Company shall commence actual construction/work in good faith within 60 days from the date of said permit and shall complete said construction /work within 180 working days. (COMPANY MUST FILL IN). If such construction is not begun by the 60th day, Company will be required to apply for a new permit.

Company declares that prior to filing this application, it has ascertained the location of all existing utilities, both aerial and underground, and the filing of this application is prima facie evidence that the proposed installation will not conflict with any existing utility.

A copy of this permit shall be kept at the job site any time work is being performed.

It is expressly stipulated that this Permit is a license for permissive use only and that the placing of facilities upon public property pursuant to this permit shall not operate to create or vest any property right in said holder.

It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the County's right, title and interest in the land to be entered upon and used by the holder and the holder will at all times assume risk of and indemnify, defend and save harmless Brazos County from and against any and all loss, damages, cost or

expense arising in any manner on account of the exercise or attempted exercise by said holder of the aforesaid rights and privileges.

Any deviation from these specifications must be approved by Brazos County Engineer's Office or its designated representative.

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

Applicant agrees to comply with all rules of the County Commissioners and the County Engineer in construction of said installation attached hereto as **BRAZOS COUNTY DESIGN STANDARDS AND SAFETY PRECAUTION REQUIREMENTS FOR WORK CONDUCTED IN BRAZOS COUNTY RIGHTS OF WAY** and incorporated herein for reference.

In the event Company fails to obtain a permit prior to the installation or does not install utilities in compliance with installation requirements set forth herein (i.e. depth, location, etc), Company assumes all financial responsibility for damages and/or destruction of lines, cables, etc. based upon its failure to comply with Brazos County requirements.

Applicant agrees that if Brazos County demonstrates a violation of the terms of this policy, Applicant stipulates that requisites for injunctive relief exist and that Brazos County is entitled to relief enjoining any conduct by applicant which is contrary to the policies.

This permit is a revocable permit. Brazos County reserves the right to revoke this permit at any time, in the sole discretion of Brazos County, for interests of public health, safety or welfare, or for failure to repair any damages upon demand, or for any other reason deemed sufficient by Brazos County.

In the event Company fails to comply with any or all of the requirements as set forth herein, the County may take such action as it deems appropriate to compel compliance. The County Engineer further retains the right to revoke this Permit by verbal notification to the Applicant/Company.

Failure to obtain this permit and/or notify the County Engineer's Office within 24 hours of beginning construction shall constitute grounds for job shutdown.

By signing below, I certify that I am authorized to represent the Company listed below, and that the Company agrees to the conditions/provisions included in this permit.

Bahia Pipeline LLC

Company Name

Jeffrey L. Waldo

By *Jeffrey L. Waldo, Bahia Pipeline LLC*

Agent and Attorney-in-Fact

Signature

Agent and Attorney-in-Fact

Title

P.O. Box 4324

Address

Houston TX 77210

City State Zip

(303) 818-3277

Phone Number

Tonysaucedo@summitresourcesland.com

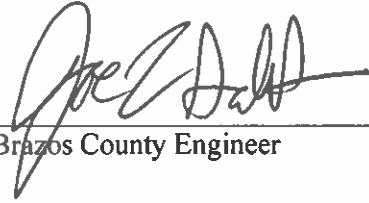
Email:

PIPELINE UTILITY APPROVAL

Brazos County offers no objection to the proposed location of the utility in the County right of way as shown by accompanying drawings and notice dated November 14, 2024 except as noted below:
(Month/Day/Year)

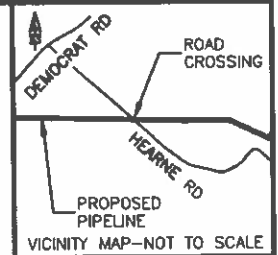
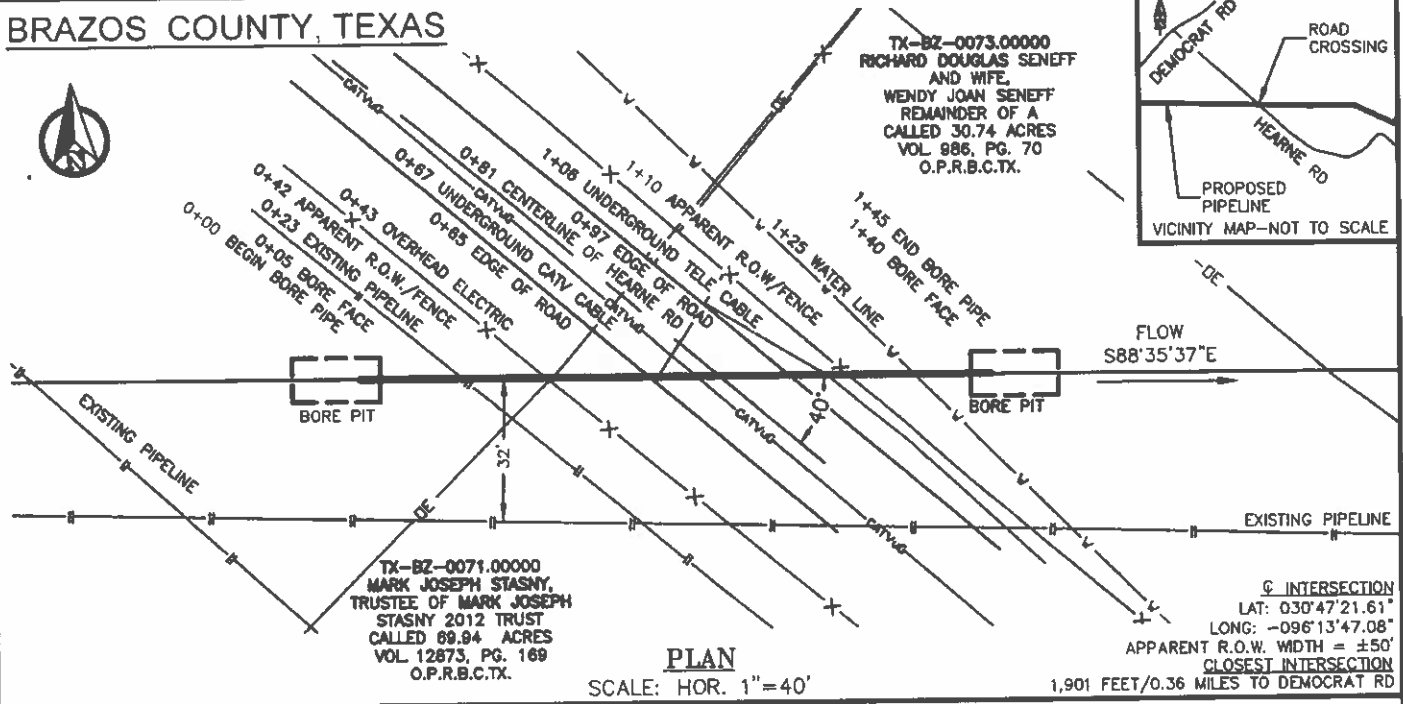
EXCEPTIONS:

NONE

FOR 

Brazos County Engineer

BRAZOS COUNTY, TEXAS

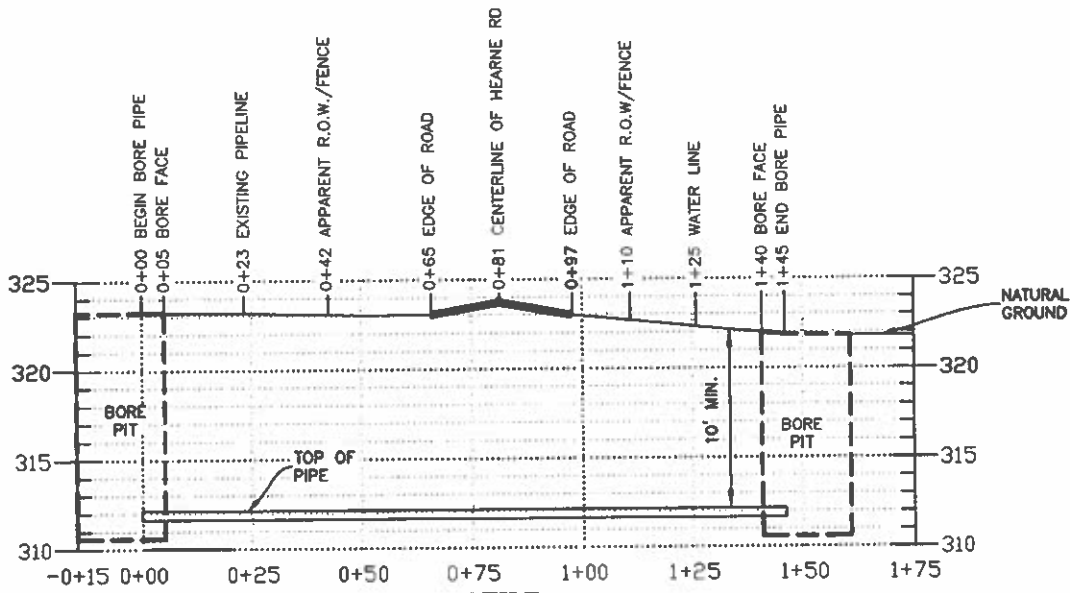


TX-BZ-0071.00000
 MARK JOSEPH STASNY,
 TRUSTEE OF MARK JOSEPH
 STASNY 2012 TRUST
 CALLED 89.84 ACRES
 VOL 12873, PG. 169
 O.P.R.B.C.TX.

TX-BZ-0073.00000
 RICHARD DOUGLAS SENEFF
 AND WIFE,
 WENDY JOAN SENEFF
 REMAINDER OF A
 CALLED 30.74 ACRES
 VOL 986, PG. 70
 O.P.R.B.C.TX.

PLAN
 SCALE: HOR. 1" = 40'

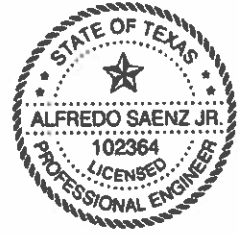
INTERSECTION
 LAT: 030°47'21.61"
 LONG: -096°13'47.08"
 APPARENT R.O.W. WIDTH = ±50'
 CLOSEST INTERSECTION
 1,901 FEET/0.36 MILES TO DEMOCRAT RD



PROFILE
 SCALE: HOR. 1" = 40'
 SCALE: VER. 1" = 10'

NOTE:
 120" MINIMUM BELOW LOWEST POINT

NOTES:
 1. HORIZONTAL DATUM: TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD83 (2011). ALL DISTANCES ARE REPRESENTED IN GRID VALUES, MEASURED IN U.S. SURVEY FEET, AND ARE BASED ON SAID HORIZONTAL DATUM.
 2. EXISTING UTILITIES ARE SHOWN IN APPROXIMATE LOCATION GENERATED FROM PREVIOUS MAPS AND SURVEY. CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION OF ALL EXISTING UTILITIES IN THE AREA OF WORK PRIOR TO CONSTRUCTION AND CALL TEXAS ONE CALL SYSTEM AT 1-800-344-8377 AND ALL OTHER UTILITY COMPANIES AT LEAST 2 WORKING DAYS (48 HOURS) PRIOR TO CONSTRUCTION.
 3. THIS CROSSING IS DESIGNED AND WILL BE CONSTRUCTED IN ACCORDANCE WITH TITLE 49, CODE OF FEDERAL REGULATIONS, PART 195, AND ASME B31.4 PIPELINE TRANSPORTATION SYSTEMS FOR LIQUIDS AND SLURRIES.
 4. LINE WILL BE INSTALLED BY CONVENTIONAL BORE METHOD.
 5. CONTRACTORS: IT IS YOUR RESPONSIBILITY TO CONTACT THE APPROVING AUTHORITY 48 HOURS PRIOR TO START OF CONSTRUCTION.
 6. ALFREDO SAENZ JR., REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, P.E. NO. 102364, AN EMPLOYEE OF NORTHSTAR ENERGY SERVICES, INC., TX FIRM NO. F-14938, HAVE REVIEWED THE MATERIAL SPECIFICATIONS OF THIS PERMIT AND HAVE FOUND THEM TO BE ACCURATE AND SUITABLE FOR THIS PROPOSED PROJECT. I DO NOT ATTEST TO THE ACCURACY, COMPLETENESS, OR CORRECTNESS OF THE OTHER ASPECTS OF THE PERMIT, INCLUDING BUT NOT LIMITED TO, SURVEY, RIGHT-OF-WAY, PROPERTY OWNERSHIP DETERMINATION, AND LOCATION OF EXISTING FACILITIES THAT ARE THE RESPONSIBILITY OF OTHER PARTIES.



Alfredo Saenz Jr.
 12 JUNE 2024

- PIPE DATA**
1. PRODUCT: NATURAL GAS LIQUIDS
 2. CARRIER PIPE: 30.000" X 0.635" W.T., API 5L X-70 PSL2 PIPE W/14-22 MILS FBE & 30-40 MILS ARO COATING.
 3. CATHODIC PROTECTION: RECTIFIER IMPRESSED CURRENT
 4. SEAM JOINT FACTOR = 1.0
 5. SPECIFIED MIN. YIELD STRENGTH: 70,000 PSI
 6. MAX TEST PRESSURE 2,058 PSIG
 7. MIN TEST PRESSURE 1,850 PSIG
 8. MAX OPERATING PRESSURE 1,480 PSIG

PROJECT: BAHIA PIPELINE
 AND NUMBER: 1023083294
 SURVEY DATE: 11/18/2023
 CLIENT: F. LEITZ
 TECHNICIAN: D. HOLBROOK
 TRACT: TX-BZ-0071.00010



TX-BZ-0071.00010
 BAHIA PIPELINE
 HEARNE ROAD CROSSING
 BRAZOS COUNTY, TEXAS

**BRAZOS COUNTY ROADWAY SAFETY AND ROAD
PRESERVATION STANDARDS FOR WORK CONDUCTED IN
BRAZOS COUNTY RIGHTS OF WAY**

A. General Requirements

1. Adequate drainage shall be maintained in ditches at all times.
2. Permittee will use best management practices ("BMP") (EPA and TCEQ both provide lists of examples of BMPs) to minimize erosion and sedimentation resulting from the proposed installation.
3. The permittee shall take precautions to avoid damage to property. All County Right of Way and property shall be restored to its original condition, as far as practical, in the opinion of the County Engineer or appointed representative.
4. The construction and maintenance of such utility shall not interfere with the property or rights of a prior occupant.
5. Permittee shall not interfere with other utilities located in the right of way. In the event damages occur, permittee will be liable to the County or other utilities running through the right of way.
6. County Engineer shall determine whether or not permittee's plans shall inconvenience the public. If it is determined that inconvenience to the public exists, then the County Engineer will decide whether such project will be allowed or if an alternative exists so as not to inconvenience the public.

B. Safety Requirements

1. Proper traffic control measures must be put in place prior to beginning work and remain in place during the duration of the job. All traffic control measures must follow the Texas Manual of Uniform Traffic Control Devices (TMUTCD). See Traffic Control Requirements below.
2. During construction, all safety regulations of the Texas Department of Transportation shall be observed.
3. Permittee must take such precautions and measures, including placing and displaying safety devices, as may be necessary, in order to safely conduct the public through the project area. Company shall provide flagmen, signs, signals or devices necessary to provide complete safety to the public.
4. Adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners.
5. No cable, conduit and/or pole line shall be laid, constructed, maintained and/or repaired so as to constitute a danger or hazard of any kind to persons or vehicles using such road. Any poles placed in the Right of Way for future installation shall be placed at the back of the Right of Way. Exceptions may be approved by the County Engineer.

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5. Utilities in all new developments that have 60 feet or greater of right of way shall be installed within designated locations based upon the type of utility. The locations shall be as follows: (measured from back of right-of-way).
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 - Gas – 4-6 feet, nominally 5'
 - Cable – 6-8 feet, nominally 7'
6. Utilities with less than 60 feet right-of-way in all new developments shall install the utility in a similar manner as referenced in No. 3 above, however, the County Engineer or its designated representative will provide final approval of each utility location.
7. The length of any trench to be opened in advance of the pipe, conduit or ducts may not be longer than 400' if left open over night or unattended.
8. Crossings under a county road shall:
 - a. be bored or jacked. **ABSOLUTELY NO OPEN CUTS WITHIN COUNTY ROAD PAVEMENT:**
 - b. be pressure grouted for the full length of the crossing *if* the annular space between pipe and casing and soil exceeds one (1) inch. Brazos County must be given 24 hours notice of pressure grouting operations and have the opportunity to have an inspector on site to observe pressure grouting operations;
 - c. TxDOT Standard Specification Item 476 shall be followed for all boring, jacking, tunneling and joints.
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 - b. all pits shall have proper traffic control measures in place. See Traffic Control Plan listed above.
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 - d. when pits are to remain open for more than 8 hours, due diligence will be used in protecting the spoil pile to prevent drainage problems;

- e. based upon soil conditions, the County Engineer or his representative may require shoring to protect pavement integrity;
 - f. based upon soil conditions, the County Engineer or his representative may require pits be placed further from the edge of road.
10. Any installation within ten (10) feet of edge of pavement shall meet the following:
- a. location must be approved by the County Engineer or his representative
 - b. backfilled with cement stabilized material.
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 - d. All excess water and mud shall be removed from the trench prior to backfilling. Any backfill placed during a rainy period or at other times where excess water cannot be prevented from entering the trench will be considered TEMPORARY and shall be replaced with PERMANENT cement stabilized material as soon as weather permits;
 - e. All disturbed base and pavement materials shall be removed and restored to the satisfaction of the County Engineer or his representatives.
 - f. No side or lateral tamping to fill voids under the base and pavement materials is allowed.
11. Company must be careful to not jeopardize the slope or integrity of the shoulder of the road. In the event Company damages the slope, shoulder or any other portion of the right-of-way, Company will be responsible for repairing the damage and replacing the right-of-way to the condition it was prior to commencing construction.
12. Operation of construction and/or maintenance equipment on the traveled surface of any improved County road will not be permitted, except in an instance whereby the laying, construction, maintenance and/or repair of cables, conduits and/or pole lines cannot be accomplished by any other method and in this event all such equipment shall be of the rubber tire variety. Appropriate traffic control shall be provided meeting TMUTCD requirements.
13. In the event said construction and/or maintenance and/or repair requires Company to remove, cut or jeopardize any section of the road (asphalt, cement, road base, etc). Company will be required to provide a performance bond or letter of credit securing necessary repairs. Said bond amount will be determined by the County Engineer.
14. The applicant shall submit a letter of "No Objection" from the Army Corps of Engineers for all designated wetlands and environmentally sensitive lands.

E. Emergency work

- 1. In the event Company is required to perform emergency services, that requires excavation in a County Right of Way, and unable to notify the County Engineer prior to conducting emergency repairs, Company shall notify County Engineer within 24 hours of beginning construction/repairs. This will allow the County Engineer and Road & Bridge Office an opportunity to inspect the site to ensure the integrity of the County Right of Way and traffic safety controls used.

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- 1. Maintenance and/or repair to existing cables, conduits, and/or pole lines which require disturbance of the soil, shall not be performed until plans describing such maintenance and/or repair have been approved by the County Engineer or designated representative and a permit has been obtained.

G. Relocation of utilities:

- 1. When and if the County Engineer determines that it is necessary for the construction, repair, improvement, alteration or relocation of all or any portion of said road, any or all poles, wires, pipes, cables or other facilities and appurtenances authorized hereunder, shall be removed from said road, or reset or relocated thereon, as required by the County Engineer within a reasonable time as determined by the County Engineer and Utility Company, and at the expense of the Utility Company.

H. High Pressure Pipelines

1. All utility Permits for high pressure pipelines (generally 60 PSI or greater), whether pertaining to controlled access or non-controlled access installations, should contain the following additional information in the description of the permit.

- diameter
- wall thickness
- material specification
- minimum yield strength
- maximum operation pressure of the pipeline

2. With the exception of the maximum operation pressure of the pipeline, this information is to be supplied for both the carrier pipe and the casing.

3. Assurance must also be given that the installation material and design meet the minimum Federal Safety Standards for Liquid and Gas Pipe Lines. Assurance must be provided on company letterhead and signed by an authorized representative of the company.

4. Petroleum Pipelines:

Type of Pipeline	Depth (below deepest ditch grade)	Special Requirements
Encased Pipe	Less than 10'	Must be covered with concrete pad at least 36" deep
Encased Pipe	Greater than 10'	No concrete pad required
Non-Cased Pipe	Less than 10'	Must be covered with concrete pad at least 48" deep
Non-Cased Pipe	Greater than 10'	No concrete pad required

The Concrete pad shall be minimum of 3" thick and width shall be pipe diameter plus 18" minimum.

5. Under no circumstances will a pipeline be installed parallel to a County Road within the Right-of-Way. Transmission lines have been determined to be petroleum pipelines (which includes natural gas lines) and shall not be parallel to a County Road.

6. Natural Gas Distribution is a line that serves the final customer.



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Road and Bridge NUMBER: CC-2024-Frontier-Caraaba

DATE OF COURT MEETING: 11/19/2024

ITEM: Consider and take action on the Frontier utility permit to install 23 feet of fiber optic cable within the right-of-way of Carrabba Road at SH 21 intersection. Site is located in Precinct 2.

TO: Commissioners Court

FROM: Joe Salvato

DATE: 11/14/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

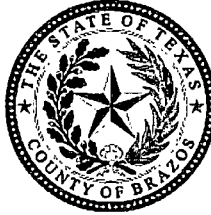
Description

Type

[Utility_Permit-Frontier-Carrabba-5366700.pdf](#)

Utility Permit-Frontier-Carrabba-5366700

Backup Material



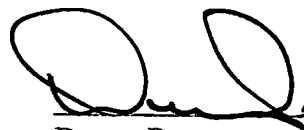
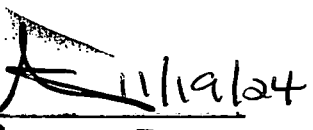
**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Road and Bridge NUMBER: CC-2024-Frontier-Caraaba
DATE OF COURT MEETING: 11/19/2024
ITEM: Consider and take action on the Frontier utility permit to install 23 feet of fiber optic cable within the right-of-way of Carrabba Road at SH 21 intersection. Site is located in Precinct 2.
TO: Commissioners Court
FROM: Joe Salvato
DATE: 11/14/2024
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
Utility_Permit-Frontier-Carrabba-5366700.pdf	Utility Permit-Frontier-Carrabba-5366700	Backup Material

APPROVED

Duane Peters
County Judge

Date

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

Comes now Frontier southwest [company name], hereinafter referred to as "Company" a Texas [state] Corporation, with authority to transact business in Texas, acting by and through its duly authorized representative, and hereby notifies the County Engineer of its intent to lay, construct, maintain, repair and/or operate a telephone facility under, over, across and/or along certain County Roads as shown on drawings and diagrams attached hereto and said location described as follows:

Frontier Project # 5366700- Relocate cables under the Limits of Brazos County - Carrabba Road
FRONTIER PROJECT TO BORE AND PLACE 18 FEET OF 1.5" HDPE INNERDUCT, THEN HAND DIG AND
PLACE ADDITIONAL 5 FEET OF 1.5" HDPE INNERDUCT BEFORE PULLING CABLE AND SPLICING INTO
EXISTING FIBER OPTIC. (3 TOTAL CONDUITS - 2 ARE SPARE).
FOR MORE DETAIL PLEASE SEE PLANS

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

The Company shall commence actual construction/work in good faith within 60 days from the date of said permit and shall complete said construction /work within 180 working days. (COMPANY MUST FILL IN). If such construction is not begun by the 60th day, Company will be required to provide a new notice.

Company declares that prior to filing this application, it has ascertained the location of all existing utilities, both aerial and underground, and the filing of this application is prima facie evidence that the proposed installation will not conflict with any existing utility.

A copy of this notice shall be kept at the job site any time work is being performed.

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

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

Failure to notify the County Engineer's Office within 24 hours of beginning construction shall constitute grounds for job shutdown.

By signing below, I certify that I am authorized to represent the Company listed below, and that the Company agrees to the conditions/provisions included in this notification.

Frontier communication

Company Name

Joshua May

By:

JOSHUA MAY

11/12/2024

Signature

Engineer III

Title

2918 Coit Rd Plano, Texas 75075

Address

Phone Number **979-402-7446**

Email: **joshua.i.may@ftr.com**

ACCEPTANCE OF NOTIFICATION

Brazos County offers no objection to the proposed location of the utility in the County right of way as shown by accompanying drawings and notice dated November 18, 2024 except as noted below:

EXCEPTIONS: NONE

For  _____
Brazos County Engineer

LEGENDS

LINE TYPES	AREA OF USE
	PROPOSED BURIED FIBER
	EXISTING BURIED FIBER
	PROPOSED AERIAL FIBER
	EXISTING AERIAL FIBER
	PROPOSED UG FIBER
	EXISTING UG FIBER
	PROPOSED CONDUIT
	RIGHT OF WAY
	EDGE OF PAVEMENT
	CENTERLINE
	RAILROAD TRACKS
	SECTION LINE
	PROPOSED BURIED FIBER TAIL
	PROPOSED AERIAL FIBER TAIL
	PROPOSED UNDERGROUND FIBER TAIL
	PROPOSED BURIED COPPER
	EXISTING BURIED COPPER
	PROPOSED UNDERGROUND COPPER
	EXISTING UNDERGROUND COPPER
	PROPOSED AERIAL COPPER
	EXISTING AERIAL COPPER
	SEWER
	GAS PIPE LINE
	STORM DRAIN
	WATER LINE
	UTILITY EASEMENT
	ABANDON COPPER CABLE
	REMOVE BURIED FIBER CABLE
	REMOVE UNDERGROUND FIBER CABLE

SYMBOL	DESCRIPTION
	CENTER LINE
	RIGHT OF WAY
	EDGE OF PAVEMENT
	CO DIRECTION
	EXISTING HH
	PROPOSED HH
	NORTH ARROW
	COEXCHANGE
	SPICE POINT
	PROPOSED SPICE ARROW
	FOREIGN OWNED POLE
	FRONTIER POLE
	PROPOSED FTR POLE
	FOREIGN OWNED POLE REMOVAL
	FRONTIER POLE REMOVAL
	EXISTING SPICE ARROW
	PROPOSED SPICE ARROW
	PROPOSED CONDUIT
	PROPOSED FLOWERPOT
	EXISTING PEDESTAL
	PROPOSED PEDESTAL
	PROPOSED HUB
	EXISTING HUB
	PROPOSED FIBER TERMINAL
	EXISTING FIBER TERMINAL
	PROPOSED COPPER TERMINAL
	EXISTING COPPER TERMINAL
	PROPOSED ANCHOR & GUY
	EXISTING HH REMOVAL
	EXISTING PED REMOVAL
	EXISTING TERMINAL REMOVAL



PEARCE ENGINEER NISHANT KUMAR
 CONTACT NUMBER 763-317-8414

1-800-344-8377

CAUTION
 DEPTH 0.500000
 DISTANCE 1.000000

ALL FACILITIES NOT PERTAINING TO THIS WORK ORDER HAVE BEEN DELETED FOR CLARITY
 FTR ENGINEER: JOSH MAY 979-402-7446
 FTR INSPECTOR:

UNITS / ACDT CODES

REVISIONS

PROJECT NUMBER	1596770	OWNER	BRYAN COMMUNICATIONS
DATE	11/06/2024	PROJECT MANAGER	JOSH MAY
SCALE	AS SHOWN	DRAWN BY	DAVID L. ORT
TITLE	1740 BRYAN COMMUNICATIONS	DATE	11/06/2024

BRYAN COMMUNICATIONS SH 21 P70 SUBDIVISION



**BRAZOS COUNTY ROADWAY SAFETY AND ROAD
PRESERVATION STANDARDS FOR WORK CONDUCTED IN
BRAZOS COUNTY RIGHTS OF WAY**

A. General Requirements

1. Adequate drainage shall be maintained in ditches at all times.
2. Permittee will use best management practices (“BMP”) (EPA and TCEQ both provide lists of examples of BMPs) to minimize erosion and sedimentation resulting from the proposed installation.
3. The permittee shall take precautions to avoid damage to property. All County Right of Way and property shall be restored to its original condition, as far as practical, in the opinion of the County Engineer or appointed representative.
4. The construction and maintenance of such utility shall not interfere with the property or rights of a prior occupant.
5. Permittee shall not interfere with other utilities located in the right of way. In the event damages occur, permittee will be liable to the County or other utilities running through the right of way.
6. County Engineer shall determine whether or not permittee’s plans shall inconvenience the public. If it is determined that inconvenience to the public exists, then the County Engineer will decide whether such project will be allowed or if an alternative exists so as not to inconvenience the public.

B. Safety Requirements

1. Proper traffic control measures must be put in place prior to beginning work and remain in place during the duration of the job. All traffic control measures must follow the Texas Manual of Uniform Traffic Control Devices (TMUTCD). See Traffic Control Requirements below.
2. During construction, all safety regulations of the Texas Department of Transportation shall be observed.
3. Permittee must take such precautions and measures, including placing and displaying safety devices, as may be necessary, in order to safely conduct the public through the project area. Company shall provide flagmen, signs, signals or devices necessary to provide complete safety to the public.
4. Adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners.
5. No cable, conduit and/or pole line shall be laid, constructed, maintained and/or repaired so as to constitute a danger or hazard of any kind to persons or vehicles using such road. Any poles placed in the Right of Way for future installation shall be placed at the back of the Right of Way. Exceptions may be approved by the County Engineer.

C. Traffic Control Plan

1. A traffic control plan, pursuant to the TMUTCD or Engineered Traffic Control Plan must be provided for the following:
 - a. Any construction (i.e. pit, excavation, hole) left open over night, requires specific nighttime traffic control measures pursuant to the TMUTCD;
 - b. If construction is within ten (10) feet of the roadway; or
 - c. Any work performed in the road right-of-way;

2. Plan must be attached to the permit and kept at the job site any time work is being performed.
3. Plan must set forth the time of completion for the job.

D. Design Standards

1. All overhead installations shall conform to clearance standards of the Texas Department of Transportation and the pole be placed in the designated area for power specified as set forth in the *Texas Utilities Code, Section 181.045*.
2. All pole installation (including lighting) shall be placed at the backside of the Right of Way to ensure safety to the public. Any pole placed in violation of this requirement will be required to be moved to the appropriate location at the company's expense. Exceptions may be approved by the County Engineer.
3. All underground installations shall (these are minimum depths – utility may place deeper):
 - a. be placed at a minimum depth of forty-eight (48) inches below the top of the pavement;
 - b. be at least thirty-six (36) inches below ditch flow line when installation is within the area measured from top of bank to top of bank;
 - c. be at least forty-eight (48) inches below ditch flow line if low pressure gas or petroleum lines. For high pressure gas and petroleum lines, see High Pressure Pipelines requirements listed below;
 - d. not be closer than ten (10) feet from the edge of pavement. Exceptions may apply in rights of way of less than 60'.
4. Water Lines: All water lines must be a minimum 36-inches below the ditch flow line and cased. Waterlines shall be cased if crossing under the roadway.
5. Utilities in all new developments that have 60 feet or greater of right of way shall be installed within designated locations based upon the type of utility. The locations shall be as follows: (measured from back of right-of-way).
 - Power – 0-2 feet, nominally 1'
 - Phone – 2-4 feet, nominally 3'
 - Gas – 4-6 feet, nominally 5'
 - Cable – 6-8 feet, nominally 7'
6. Utilities with less than 60 feet right-of-way in all new developments shall install the utility in a similar manner as referenced in No. 3 above, however, the County Engineer or its designated representative will provide final approval of each utility location.
7. The length of any trench to be opened in advance of the pipe, conduit or ducts may not be longer than 400' if left open over night or unattended.
8. Crossings under a county road shall:
 - a. be bored or jacked. **ABSOLUTELY NO OPEN CUTS WITHIN COUNTY ROAD PAVEMENT;**
 - b. be pressure grouted for the full length of the crossing *if* the annular space between pipe and casing and soil exceeds one (1) inch. Brazos County must be given 24 hours notice of pressure grouting operations and have the opportunity to have an inspector on site to observe pressure grouting operations;
 - c. TxDOT Standard Specification Item 476 shall be followed for all boring, jacking, tunneling and joints.
9. Bore Pits
 - a. no pits shall remain open longer than 2 days;

- b. all pits shall have proper traffic control measures in place. See Traffic Control Plan listed above.
 - c. pits shall NOT be located within ten (10) feet from the edge of pavement without prior approval from the County Engineer or his representative;
 - d. when pits are to remain open for more than 8 hours, due diligence will be used in protecting the spoil pile to prevent drainage problems;
 - e. based upon soil conditions, the County Engineer or his representative may require shoring to protect pavement integrity;
 - f. based upon soil conditions, the County Engineer or his representative may require pits be placed further from the edge of road.
10. Any installation within ten (10) feet of edge of pavement shall meet the following:
- a. location must be approved by the County Engineer or his representative
 - b. backfilled with cement stabilized material.
 - c. based upon soil conditions, the County Engineer or his representative may require shoring to protect pavement integrity.
 - d. All excess water and mud shall be removed from the trench prior to backfilling. Any backfill placed during a rainy period or at other times where excess water cannot be prevented from entering the trench will be considered TEMPORARY and shall be replaced with PERMANENT cement stabilized material as soon as weather permits;
 - e. All disturbed base and pavement materials shall be removed and restored to the satisfaction of the County Engineer or his representatives.
 - f. No side or lateral tamping to fill voids under the base and pavement materials is allowed.
11. Company must be careful to not jeopardize the slope or integrity of the shoulder of the road. In the event Company damages the slope, shoulder or any other portion of the right-of-way, Company will be responsible for repairing the damage and replacing the right-of-way to the condition it was prior to commencing construction.
12. Operation of construction and/or maintenance equipment on the traveled surface of any improved County road will not be permitted, except in an instance whereby the laying, construction, maintenance and/or repair of cables, conduits and/or pole lines cannot be accomplished by any other method and in this event all such equipment shall be of the rubber tire variety. Appropriate traffic control shall be provided meeting TMUTCD requirements.
13. In the event said construction and/or maintenance and/or repair requires Company to remove, cut or jeopardize any section of the road (asphalt, cement, road base, etc), Company will be required to provide a performance bond or letter of credit securing necessary repairs. Said bond amount will be determined by the County Engineer.
14. The applicant shall submit a letter of "No Objection" from the Army Corps of Engineers for all designated wetlands and environmentally sensitive lands.

E. Emergency work

- 1. In the event Company is required to perform emergency services, that requires excavation in a County Right of Way, and unable to notify the County Engineer prior to conducting emergency repairs, Company shall notify County Engineer within 24 hours of beginning construction/repairs. This will allow the County Engineer and Road & Bridge Office an opportunity to inspect the site to ensure the integrity of the County Right of Way and traffic safety controls used.

F. Repairs to existing facilities

1. Maintenance and/or repair to existing cables, conduits, and/or pole lines which require disturbance of the soil, shall not be performed until plans describing such maintenance and/or repair have been approved by the County Engineer or designated representative and a permit has been obtained.

G. Relocation of utilities:

1. When and if the County Engineer determines that it is necessary for the construction, repair, improvement, alteration or relocation of all or any portion of said road, any or all poles, wires, pipes, cables or other facilities and appurtenances authorized hereunder, shall be removed from said road, or reset or relocated thereon, as required by the County Engineer within a reasonable time as determined by the County Engineer and Utility Company, and at the expense of the Utility Company.

H. High Pressure Pipelines

1. All utility Permits for high pressure pipelines (generally 60 PSI or greater), whether pertaining to controlled access or non-controlled access installations, should contain the following additional information in the description of the permit.
 - diameter
 - wall thickness
 - material specification
 - minimum yield strength
 - maximum operation pressure of the pipeline
2. With the exception of the maximum operation pressure of the pipeline, this information is to be supplied for both the carrier pipe and the casing.
3. Assurance must also be given that the installation material and design meet the minimum Federal Safety Standards for Liquid and Gas Pipe Lines. Assurance must be provided on company letterhead and signed by an authorized representative of the company.

4. Petroleum Pipelines:

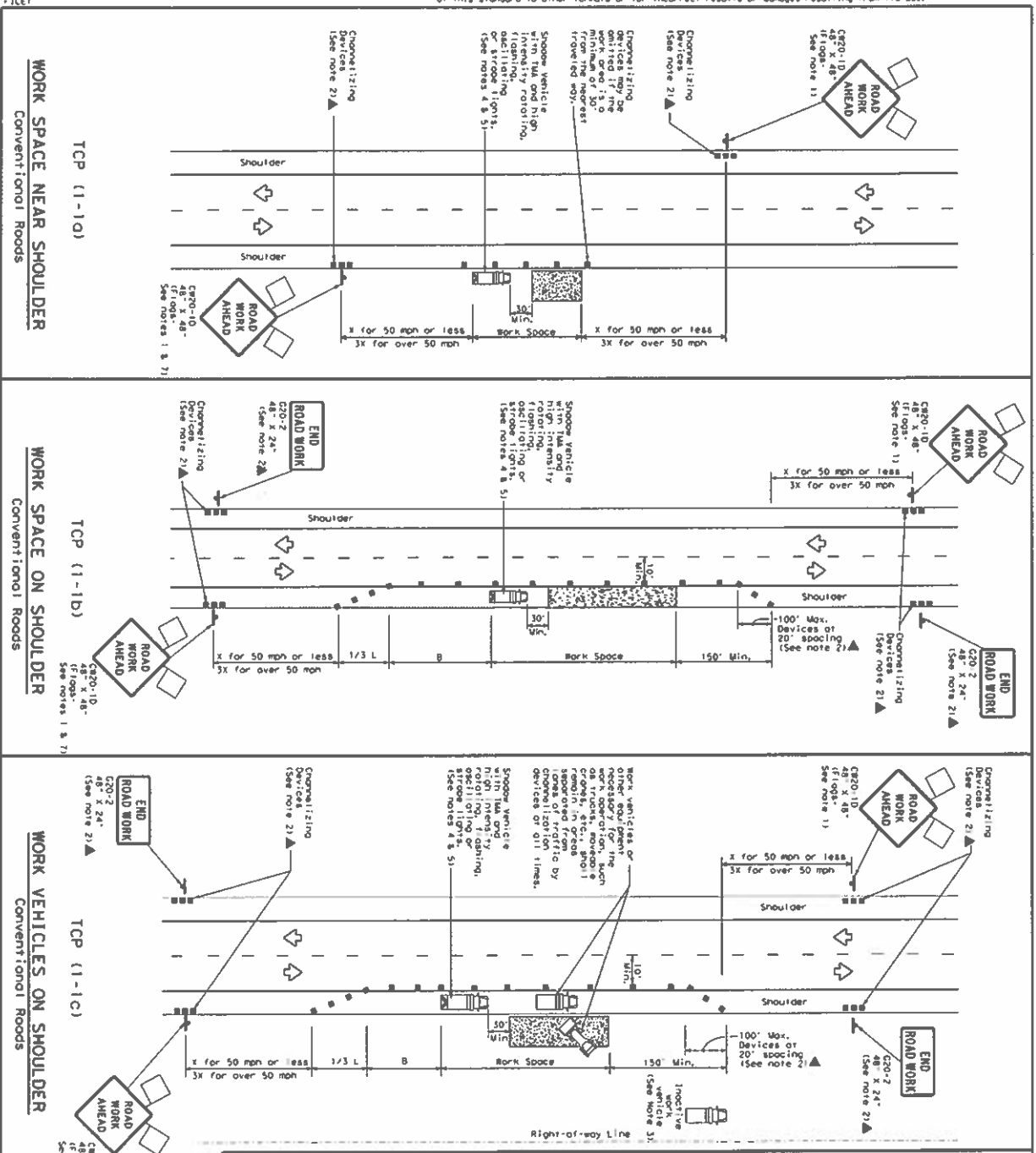
<u>Type of Pipeline</u>	<u>Depth (below deepest ditch grade)</u>	<u>Special Requirements</u>
Encased Pipe	Less than 10'	Must be covered with concrete pad at least 36" deep
Encased Pipe	Greater than 10'	No concrete pad required
Non-Cased Pipe	Less than 10'	Must be covered with concrete pad at least 48" deep
Non-Cased Pipe	Greater than 10'	No concrete pad required

The Concrete pad shall be minimum of 3" thick and width shall be pipe diameter plus 18" minimum.

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

DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE: _____
FILE: _____



TRAFFIC CONTROL PLAN CONVENTIONAL ROAD SHOULDER WORK

TCP(1-1)-18

Texas Department of Transportation

DATE: _____
FILE: _____

LEGEND

	Type 3 Barricade		Generalizing Device
	Truck Mounted Attenuator (TMA)		Traffic Flow
	Traffic Flow		Flagger

GENERAL NOTES

1. Flagger stationed to sign ahead must be equipped with a high intensity flashing light.
2. Flagger stationed to sign ahead must be equipped with a high intensity flashing light.
3. Flagger stationed to sign ahead must be equipped with a high intensity flashing light.
4. A Shoulder vehicle with a 10' width and 30' length may be used in place of a work vehicle.
5. Additional Shoulder vehicles with 10' width may be positioned at the work area.
6. Flagger stationed to sign ahead must be equipped with a high intensity flashing light.
7. C820-1-5 "SHOULDER WORK" signs may be used in place of C820-1D "ROAD WORK AHEAD" signs for shoulder work on conventional roads.

TYPICAL USAGE

MOBILE	STATIONARY	STATIONARY	STATIONARY	STATIONARY
150'	150'	150'	150'	150'
205'	225'	245'	35'	10'
285'	295'	320'	40'	80'
450'	495'	540'	45'	30'
500'	550'	600'	50'	100'
550'	605'	660'	55'	110'
600'	660'	720'	60'	120'
650'	715'	780'	65'	130'
700'	770'	840'	70'	140'
750'	825'	900'	75'	150'



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Road and Bridge NUMBER: CC-2024-Wellborn SUD-5137Britten

DATE OF COURT MEETING: 11/19/2024

ITEM: Consider and take action on the Wellborn SUD utility permit to construct a road bore at 5137 Britten Road to provide water service. Site is located in Precinct 4.

TO: Commissioners Court

FROM: Joe Salvato

DATE: 11/14/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

Description

Type

[Utility Permit-Wellborn SUD-5137 Britten.pdf](#)

Utility Permit - Wellborn SUD - Britten Road

Backup Material



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Road and Bridge NUMBER: CC-2024-Wellborn SUD-5137Britten

DATE OF COURT MEETING: 11/19/2024

ITEM: Consider and take action on the Wellborn SUD utility permit to construct a road bore at 5137 Britten Road to provide water service. Site is located in Precinct 4.

TO: Commissioners Court

FROM: Joe Salvato

DATE: 11/14/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

Utility_Permit-Wellborn_SUD-5137_Britten.pdf

Description

Utility Permit - Wellborn SUD - Britten Road

Type

Backup Material

APPROVED

 11/19/24

Duane Peters
County Judge

Date

APPLICATION FOR WATER UTILITY PERMIT
DESIGNATING PLACEMENT OF UTILITY IN COUNTY RIGHT OF WAY

TO: THE COUNTY ENGINEER OF BRAZOS COUNTY, TEXAS

Pursuant to the Texas Utility Code, Section 181.024, comes now Wellborn SUD [company name], hereinafter referred to as "Company" a Texas [state] Corporation, with authority to transact business in Texas, acting by and through its duly authorized representative, and hereby petitions the County Engineer for the right to lay, construct, maintain, repair and/or operate a gas facility under, over, across and/or along certain County Roads as shown on drawings and diagrams attached hereto and said location described as follows:

Facility to Cross Road

Road Name & Block Number	Length of Crossing	TYPE OF CONSTRUCTION (CHECK ONE)			
		Bored	Jacked	Driven	Cased
5137 Britten Road	40 feet	X			X

Facility to Parallel County Road Within Right-Of-Way

Road Name and Block Number	From	To	Depth	Distance

CONSTRUCTION TYPE

1" Diameter .10" Wall Thickness 2" PVC Encasement Pipe

Material Specification PVC Pipe

Maximum Operation Pressure 200 psi

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

The Company shall commence actual construction/work in good faith within 60 days from the date of said permit and shall complete said construction /work within 5 working days. (COMPANY MUST FILL IN). If such construction is not begun by the 60th day, Company will be required to apply for a new permit.

Company declares that prior to filing this application, it has ascertained the location of all existing utilities, both aerial and underground, and the filing of this application is prima facie evidence that the proposed installation will not conflict with any existing utility.

A copy of this permit shall be kept at the job site any time work is being performed.

It is expressly stipulated that this Permit is a license for permissive use only and that the placing of facilities upon public property pursuant to this permit shall not operate to create or vest any property right in said holder.

It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the County's right, title and interest in the land to be entered upon and used by the holder and the holder will at all times assume risk of and indemnify, defend and save harmless Brazos County from and against any and all loss, damages, cost or expense arising in any manner on account of the exercise or attempted exercise by said holder of the aforesaid rights and privileges.

Any deviation from these specifications must be approved by Brazos County Engineer's Office or its designated representative.

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

Applicant agrees to comply with all rules of the County Commissioners and the County Engineer in construction of said installation attached hereto as **BRAZOS COUNTY DESIGN STANDARDS AND SAFETY PRECAUTION REQUIREMENTS FOR WORK CONDUCTED IN BRAZOS COUNTY RIGHTS OF WAY** and incorporated herein for reference.

In the event Company fails to obtain a permit prior to the installation or does not install utilities in compliance with installation requirements set forth herein (i.e. depth, location, etc), Company assumes all financial responsibility for damages and/or destruction of lines, cables, etc. based upon its failure to comply with Brazos County requirements.

Applicant agrees that if Brazos County demonstrates a violation of the terms of this policy, Applicant stipulates that requisites for injunctive relief exist and that Brazos County is entitled to relief enjoining any conduct by applicant which is contrary to the policies.

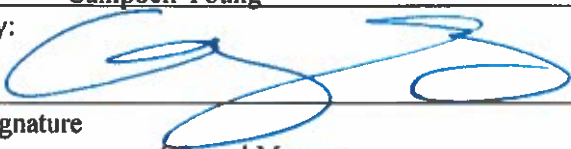
This permit is a revocable permit. Brazos County reserves the right to revoke this permit at any time, in the sole discretion of Brazos County, for interests of public health, safety or welfare, or for failure to repair any damages upon demand, or for any other reason deemed sufficient by Brazos County.

In the event Company fails to comply with any or all of the requirements as set forth herein, the County may take such action as it deems appropriate to compel compliance. The County Engineer further retains the right to revoke this Permit by verbal notification to the Applicant/Company.

Failure to obtain this permit and/or notify the County Engineer's Office within 24 hours of beginning construction shall constitute grounds for job shutdown.

By signing below, I certify that I am authorized to represent the Company listed below, and that the Company agrees to the conditions/provisions included in this permit.

Wellborn SUD
Company Name

Campbell Young
By: 

Signature
General Manager
Title

P.O. Box 250
Address

Wellborn Tx 77881
City State Zip

979-690-9799
Telephone Number

julia@wellbornsud.com
Email:

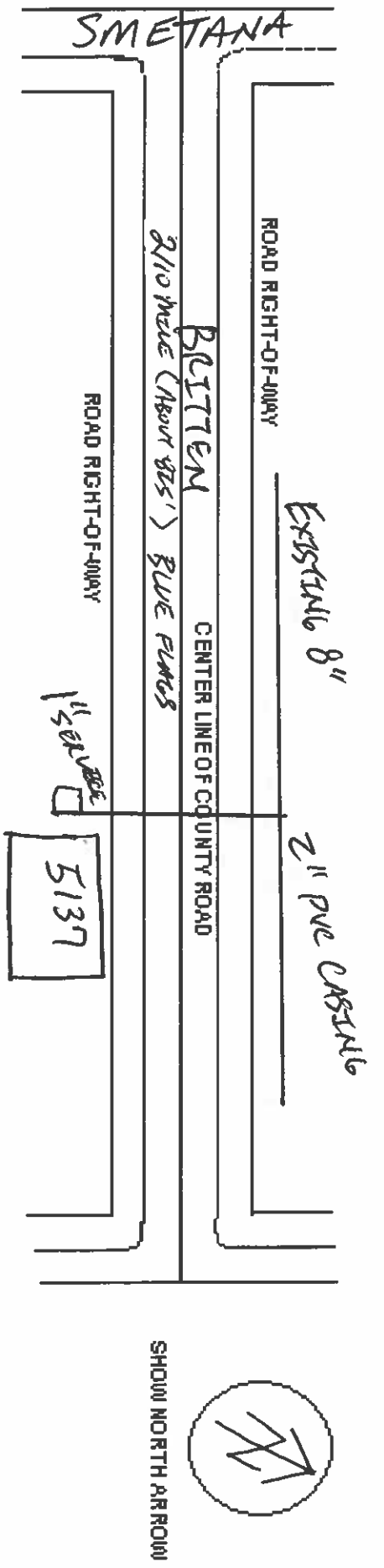
WATER UTILITY APPROVAL

Brazos County offers no objection to the proposed location of the utility in the County right of way as shown by accompanying drawings and notice dated November 14, 2024 except as noted below:
(Month/Day/Year)

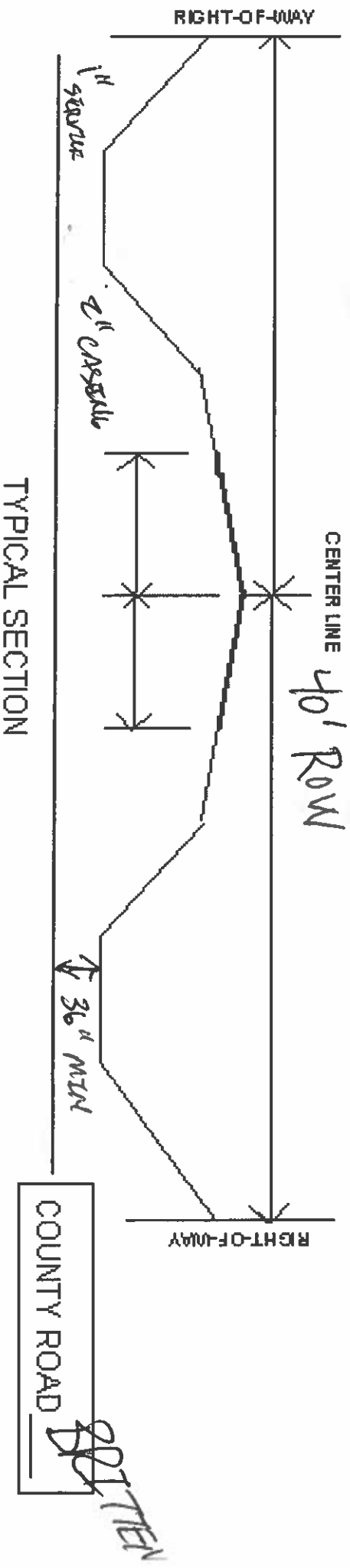
EXCEPTIONS:

NONE

FOR  _____
Brazos County Engineer



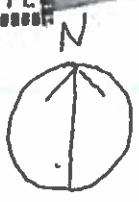
PLAN VIEW



1. IN CROSSING ROAD OR GOING ALONG RIGHT-OF-WAY, SHOW DEPTH & LOCATION OF CONSTRUCTION IN TYPE SECTION & PLAN
2. IN PLAN VIEW SHOW DISTANCE FROM YOUR CONSTRUCTION TO NEAREST INTERSECTION
3. IF ABOVE PLAN VIEW AND/OR TYPE SECTION IS NOT APPLICABLE, THEN SHOW APPLICABLE PLAN AND/OR SECTION

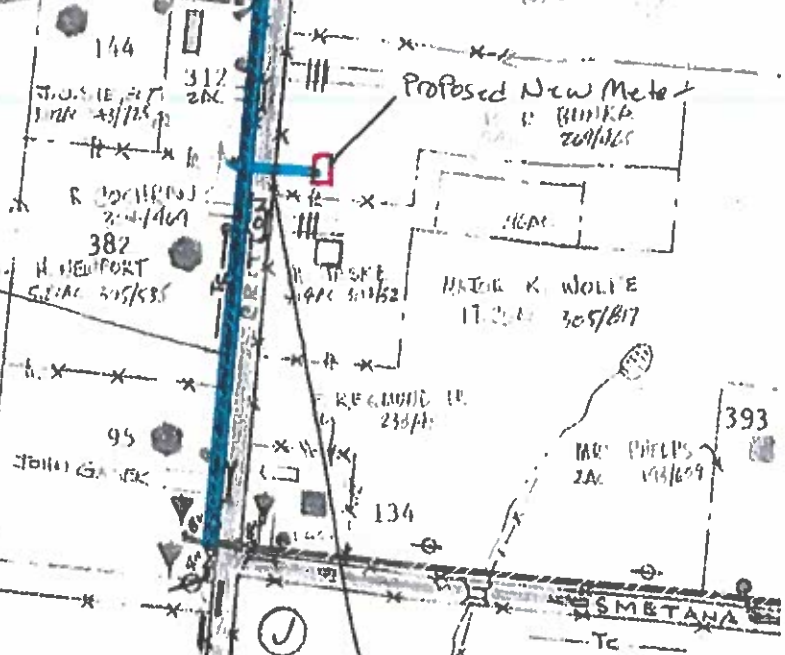
200 L.F. - 1 1/2" P.V.C. PIPE

Existing 8" line



Road Bore Direction W-E
5137 Britten rd
30.6779061 -96.4777336

Proposed New Meter
R. BRINKA
209/365



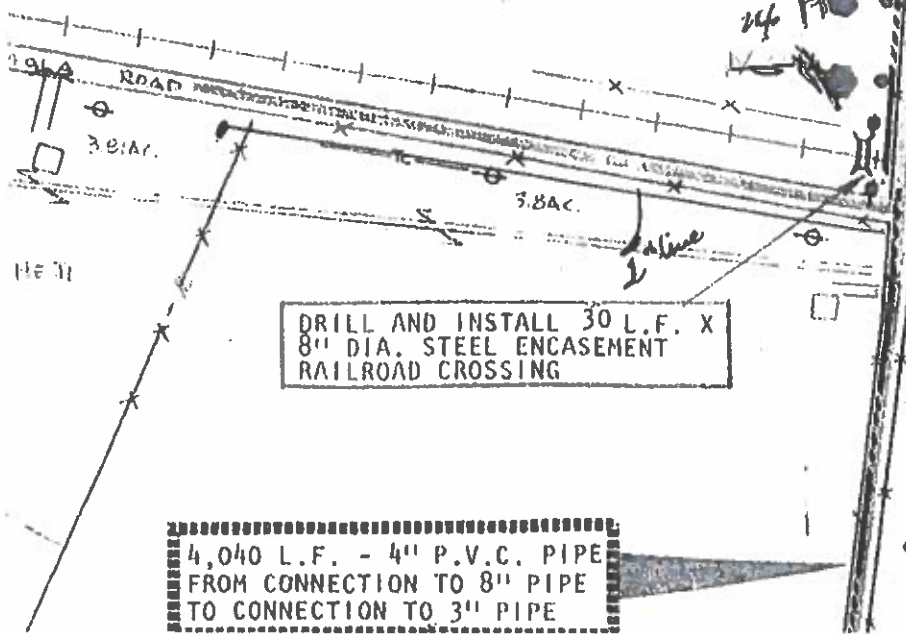
ANTHONY ZEMANER
23 35AC

Proposed Road Bore
35 linear feet of 2" PVC casing
70 linear feet of 6" water service

ANDR ZUBIK
23 36AC

DRILL AND INSTALL 30 L.F. X
8" DIA. STEEL ENCASEMENT
RAILROAD CROSSING

4,040 L.F. - 4" P.V.C. PIPE
FROM CONNECTION TO 8" PIPE
TO CONNECTION TO 3" PIPE



5137 Britten Road

Road Bore for Wellborn Water Service Line



Google Earth

400 ft

N

**BRAZOS COUNTY ROADWAY SAFETY AND ROAD
PRESERVATION STANDARDS FOR WORK CONDUCTED IN
BRAZOS COUNTY RIGHTS OF WAY**

A. *General Requirements*

1. Adequate drainage shall be maintained in ditches at all times.
2. Permittee will use best management practices ("BMP") (EPA and TCEQ both provide lists of examples of BMPs) to minimize erosion and sedimentation resulting from the proposed installation.
3. The permittee shall take precautions to avoid damage to property. All County Right of Way and property shall be restored to its original condition, as far as practical, in the opinion of the County Engineer or appointed representative.
4. The construction and maintenance of such utility shall not interfere with the property or rights of a prior occupant.
5. Permittee shall not interfere with other utilities located in the right of way. In the event damages occur, permittee will be liable to the County or other utilities running through the right of way.
6. County Engineer shall determine whether or not permittee's plans shall inconvenience the public. If it is determined that inconvenience to the public exists, then the County Engineer will decide whether such project will be allowed or if an alternative exists so as not to inconvenience the public.

B. *Safety Requirements*

1. Proper traffic control measures must be put in place prior to beginning work and remain in place during the duration of the job. All traffic control measures must follow the Texas Manual of Uniform Traffic Control Devices (TMUTCD). See Traffic Control Requirements below.
2. During construction, all safety regulations of the Texas Department of Transportation shall be observed.
3. Permittee must take such precautions and measures, including placing and displaying safety devices, as may be necessary, in order to safely conduct the public through the project area. Company shall provide flagmen, signs, signals or devices necessary to provide complete safety to the public.
4. Adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners.
5. No cable, conduit and/or pole line shall be laid, constructed, maintained and/or repaired so as to constitute a danger or hazard of any kind to persons or vehicles using such road. Any poles placed in the Right of Way for future installation shall be placed at the back of the Right of Way. Exceptions may be approved by the County Engineer.

C. *Traffic Control Plan*

1. A traffic control plan, pursuant to the TMUTCD or Engineered Traffic Control Plan must be provided for the following:
 - a. Any construction (i.e. pit, excavation, hole) left open over night, requires specific nighttime traffic control measures pursuant to the TMUTCD;
 - b. If construction is within ten (10) feet of the roadway; or
 - c. Any work performed in the road right-of-way;

2. Plan must be attached to the permit and kept at the job site any time work is being performed.
3. Plan must set forth the time of completion for the job.

D. Design Standards

1. All overhead installations shall conform to clearance standards of the Texas Department of Transportation and the pole be placed in the designated area for power specified as set forth in the *Texas Utilities Code, Section 181.045*.
2. All pole installation (including lighting) shall be placed at the backside of the Right of Way to ensure safety to the public. Any pole placed in violation of this requirement will be required to be moved to the appropriate location at the company's expense. Exceptions may be approved by the County Engineer.
3. All underground installations shall (these are minimum depths – utility may place deeper):
 - a. be placed at a minimum depth of forty-eight (48) inches below the top of the pavement;
 - b. be at least thirty-six (36) inches below ditch flow line when installation is within the area measured from top of bank to top of bank;
 - c. be at least forty-eight (48) inches below ditch flow line if low pressure gas or petroleum lines. For high pressure gas and petroleum lines, see High Pressure Pipelines requirements listed below;
 - d. not be closer than ten (10) feet from the edge of pavement. Exceptions may apply in rights of way of less than 60'.
4. Water Lines: All water lines must be a minimum 36-inches below the ditch flow line and cased. Waterlines shall be cased if crossing under the roadway.
5. Utilities in all new developments that have 60 feet or greater of right of way shall be installed within designated locations based upon the type of utility. The locations shall be as follows: (measured from back of right-of-way).
 - Power – 0-2 feet, nominally 1'
 - Phone – 2-4 feet, nominally 3'
 - Gas – 4-6 feet, nominally 5'
 - Cable – 6-8 feet, nominally 7'
6. Utilities with less than 60 feet right-of-way in all new developments shall install the utility in a similar manner as referenced in No. 3 above, however, the County Engineer or its designated representative will provide final approval of each utility location.
7. The length of any trench to be opened in advance of the pipe, conduit or ducts may not be longer than 400' if left open over night or unattended.
8. Crossings under a county road shall:
 - a. be bored or jacked. **ABSOLUTELY NO OPEN CUTS WITHIN COUNTY ROAD PAVEMENT;**
 - b. be pressure grouted for the full length of the crossing *if* the annular space between pipe and casing and soil exceeds one (1) inch. Brazos County must be given 24 hours notice of pressure grouting operations and have the opportunity to have an inspector on site to observe pressure grouting operations;
 - c. TxDOT Standard Specification Item 476 shall be followed for all boring, jacking, tunneling and joints.
9. Bore Pits
 - a. no pits shall remain open longer than 2 days;

- b. all pits shall have proper traffic control measures in place. See Traffic Control Plan listed above.
 - c. pits shall NOT be located within ten (10) feet from the edge of pavement without prior approval from the County Engineer or his representative;
 - d. when pits are to remain open for more than 8 hours, due diligence will be used in protecting the spoil pile to prevent drainage problems;
 - e. based upon soil conditions, the County Engineer or his representative may require shoring to protect pavement integrity;
 - f. based upon soil conditions, the County Engineer or his representative may require pits be placed further from the edge of road.
10. Any installation within ten (10) feet of edge of pavement shall meet the following:
- a. location must be approved by the County Engineer or his representative
 - b. backfilled with cement stabilized material.
 - c. based upon soil conditions, the County Engineer or his representative may require shoring to protect pavement integrity.
 - d. All excess water and mud shall be removed from the trench prior to backfilling. Any backfill placed during a rainy period or at other times where excess water cannot be prevented from entering the trench will be considered TEMPORARY and shall be replaced with PERMANENT cement stabilized material as soon as weather permits;
 - e. All disturbed base and pavement materials shall be removed and restored to the satisfaction of the County Engineer or his representatives.
 - f. No side or lateral tamping to fill voids under the base and pavement materials is allowed.
11. Company must be careful to not jeopardize the slope or integrity of the shoulder of the road. In the event Company damages the slope, shoulder or any other portion of the right-of-way, Company will be responsible for repairing the damage and replacing the right-of-way to the condition it was prior to commencing construction.
12. Operation of construction and/or maintenance equipment on the traveled surface of any improved County road will not be permitted, except in an instance whereby the laying, construction, maintenance and/or repair of cables, conduits and/or pole lines cannot be accomplished by any other method and in this event all such equipment shall be of the rubber tire variety. Appropriate traffic control shall be provided meeting TMUTCD requirements.
13. In the event said construction and/or maintenance and/or repair requires Company to remove, cut or jeopardize any section of the road (asphalt, cement, road base, etc), Company will be required to provide a performance bond or letter of credit securing necessary repairs. Said bond amount will be determined by the County Engineer.
14. The applicant shall submit a letter of "No Objection" from the Army Corps of Engineers for all designated wetlands and environmentally sensitive lands.

E. Emergency work

- 1. In the event Company is required to perform emergency services, that requires excavation in a County Right of Way, and unable to notify the County Engineer prior to conducting emergency repairs, Company shall notify County Engineer within 24 hours of beginning construction/repairs. This will allow the County Engineer and Road & Bridge Office an opportunity to inspect the site to ensure the integrity of the County Right of Way and traffic safety controls used.

F. Repairs to existing facilities

1. Maintenance and/or repair to existing cables, conduits, and/or pole lines which require disturbance of the soil, shall not be performed until plans describing such maintenance and/or repair have been approved by the County Engineer or designated representative and a permit has been obtained.

G. Relocation of utilities:

1. When and if the County Engineer determines that it is necessary for the construction, repair, improvement, alteration or relocation of all or any portion of said road, any or all poles, wires, pipes, cables or other facilities and appurtenances authorized hereunder, shall be removed from said road, or reset or relocated thereon, as required by the County Engineer within a reasonable time as determined by the County Engineer and Utility Company, and at the expense of the Utility Company.

H. High Pressure Pipelines

1. All utility Permits for high pressure pipelines (generally 60 PSI or greater), whether pertaining to controlled access or non-controlled access installations, should contain the following additional information in the description of the permit.
 - diameter
 - wall thickness
 - material specification
 - minimum yield strength
 - maximum operation pressure of the pipeline
2. With the exception of the maximum operation pressure of the pipeline, this information is to be supplied for both the carrier pipe and the casing.
3. Assurance must also be given that the installation material and design meet the minimum Federal Safety Standards for Liquid and Gas Pipe Lines. Assurance must be provided on company letterhead and signed by an authorized representative of the company.

4. Petroleum Pipelines:

<u>Type of Pipeline</u>	<u>Depth (below deepest ditch grade)</u>	<u>Special Requirements</u>
Encased Pipe	Less than 10'	Must be covered with concrete pad at least 36" deep
Encased Pipe	Greater than 10'	No concrete pad required
Non-Cased Pipe	Less than 10'	Must be covered with concrete pad at least 48" deep
Non-Cased Pipe	Greater than 10'	No concrete pad required

The Concrete pad shall be minimum of 3" thick and width shall be pipe diameter plus 18" minimum.

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



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 11/19/2024

ITEM:

Overpayments

- a. Magda Escalona & Alfredo Gonzalez - \$22.90
- b. Troy Scheppler - \$42.05
- c. MHCA Homes, LLC - \$19.75
- d. Stanley & Donna Jessee - \$138.58
- e. 5B Management - \$505.78

TO: Commissioners Court

DATE: 11/13/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

Description

Type

[CC Refund Request 11 13 24 \(002\).pdf](#)

Tax Refund Applications

Backup Material

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

REFUNDS PENDING 11/12/2024

REQUESTOR	MAGDA ESCALONA & ALFREDO GONZALEZ
ADDRESS	2040 STONE MEADOW CIR BRYAN TX 77803
OWNER NAME	MAGDA ESCALONA & ALFREDO GONZALEZ
PROP ID#	375215
REFUND AMOUNT	\$ 22.90

REQUESTOR	TROY SCHEPPLER
ADDRESS	3102214 REAGAN ST PALESTINE TX
OWNER NAME	GARY VANDAYBURG
PROP ID#	300369
REFUND AMOUNT	\$ 42.05

REQUESTOR	MHCA HOMES LLC
ADDRESS	PO BOX 457 CEDAREEDGE CO 81413
OWNER NAME	MHCA HOMES
PROP ID#	419638
REFUND AMOUNT	\$ 19.75

REQUESTOR	STANLEY & DONNA JESSEE
ADDRESS	8781 FM 910 BOGATA TX 75417
OWNER NAME	ADRIAN MARTINEZ
PROP ID#	360737
REFUND AMOUNT	\$ 138.58

REQUESTOR	5B MANAGEMENT
ADDRESS	DBA OAK FOREST MH PARK 102 LAKESIDE ST BRYAN TX 77801
OWNER NAME	GARY WALLECK
PROP ID#	417858
REFUND AMOUNT	\$ 505.78

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

ESCALONA MAGDA L VALENZUELA &
ALFREDO NODA GONZALEZ
2040 STONE MEADOW CIR
BRYAN TX 77803-2573

PROPERTY DESCRIPTION

Legal: STONE HAVEN COMMUNITY, SPACE 2040 STONE MEADOW CIR, SER# OC011426043, HUD# NTA1621000
Address: 2040 STONE MEADOW (PVT) CIR ,
Account # 375215

TAX PAYMENT INFORMATION

Name of Taxing Unit	Tax Year of Refund	Payment Date	Amount Paid	Refund Amount Requested
ZREFUND	2024	10/21/2024	\$985.52	\$22.90

Taxpayer's reason for refund: OP-Overpayment

REFUND TO:

ESCALONA MAGDA L VALENZUELA &
ALFREDO NODA GONZALEZ
2040 STONE MEADOW CIR
BRYAN TX 77803-2573

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

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

Signature

Phone #

979-422-1239

Date

Email Address

11/01/24

magluc@hotmail.com

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

TAX REFUND DETERMINATION

The tax refund is Approved Disapproved

Authorized Officer Signature

Date

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

Authorized Officer Signature

Date

11/19/24

TAX RECEIPT

10/21/2024 01:10PM

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

Receipt Number
3367830
Date Posted 10/21/2024
Payment Type P
Payment Code Over/Refund
Total Paid \$985.52

PAID BY:

ESCALONA MAGDA L VALENZUELA &
ALFREDO NODA GONZALEZ
2040 STONE MEADOW CIR
BRYAN, TX 77803-2573

Property ID	Geo	Legal Acres	Owner Name and Address								
375215	702018-0000-1054	0.0000	ESCALONA MAGDA L VALENZUELA & ALFREDO NODA GONZALEZ 2040 STONE MEADOW CIR BRYAN, TX 77803-2573								
Legal Description											
STONE HAVEN COMMUNITY, SPACE 2040 STONE MEADOW CIR, SER# OC011426043, HUD# NTA1621000											
Situs	DBA Name										
2040 STONE MEADOW (PVT) CIR											

Entity	Year	Rate	Taxable Value	Stmt #	Void	Original Tax	Discnts	P&I	Att-Fees	Overage	Amount Pd
Z REFUND ENTITY	2024	0.00000	0	149917	N	22.90	0.00	0.00	0.00	0.00	22.90
BRAZOS COUNTY	2024	0.41970	48,358	42565	N	202.96	0.00	0.00	0.00	0.00	202.96
CITY OF BRYAN	2024	0.62400	48,358	42565	N	301.75	0.00	0.00	0.00	0.00	301.75
BRYAN ISD	2024	0.94690	48,358	42565	N	457.91	0.00	0.00	0.00	0.00	457.91
Balance Due As Of 10/21/2024: -22.90											

Tender	Details	Description	Amount
Check	REPOST		985.52
			985.52

Operator Batch Total Paid
tmoore 53438 (2024_MH Escrow_10212024) 985.52

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

VANDAYBURG GARY
7515 SUNSET DR
BLAINE WA 98230-9643

PROPERTY DESCRIPTION

Legal: ROLLING RIDGE, SPACE 154RY, SER# OC010515254, HUD# PFS0869367
Address: 154 RIDGEWAY (PVT) ,
Account # 300369

TAX PAYMENT INFORMATION

Name of Taxing Unit	Tax Year of Refund	Payment Date	Amount Paid	Refund Amount Requested
ZREFUND	2024	10/21/2024	\$402.35	\$42.05

Taxpayer's reason for refund: OP-Overpayment

REFUND TO:

SCHEPPLER TROY
310 AN COUNTY ROAD 469
PALESTINE, TX 75803

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

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


Signature

903-724-1257
Phone #

10-31-24
Date

troyscheppler@gmail.com
Email Address

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

TAX REFUND DETERMINATION

The tax refund is Approved Disapproved


Authorized Officer Signature

11/19/24
Date

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

Authorized Officer Signature

Date

TAX RECEIPT

10/23/2024 02:37PM

** DUPLICATE **

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

Receipt Number	
3367941	
Date Posted	10/21/2024
Payment Type	P
Payment Code	Over/Refund
Total Paid	\$402.35

PAID BY:

SCHEPPLER TROY
 310 AN COUNTY ROAD 469
 PALESTINE, TX 75803-6499

Property ID 300369	Geo 702024-0000-0027	Legal Acres 0.0000	Owner Name and Address VANDAYBURG GARY 7515 SUNSET DR BLAINE, WA 98230-9643
Legal Description ROLLING RIDGE, SPACE 154RY, SER# OC010515254, HUD# PFS0869367			
Situs 154 RIDGEWAY (PVT)		DBA Name	

Entity	Year	Rate	Taxable Value	Stmt #	Void	Original Tax	Discnts	P&I	Att Fees	Overage	Amount Pd
Z REFUND ENTITY	2024	0.00000	0	149909	N	42.05	0.00	0.00	0.00	0.00	42.05
EMG SVCS DIST #1	2024	0.05135	24,952	137122	N	12.81	0.00	0.00	0.00	0.00	12.81
COLLEGE STATION											
ISD	2024	0.97290	24,952	137122	N	242.76	0.00	0.00	0.00	0.00	242.76
BRAZOS COUNTY	2024	0.41970	24,952	137122	N	104.73	0.00	0.00	0.00	0.00	104.73
											402.35

Balance Due As Of 10/21/2024: -42.05

Tender	Details	Description	Amount
Check	REPOST	ESCROW	402.35
			402.35

Operator	Batch		Total Paid
lemerson	53438 (2024_MH Escrow_10212024)		402.35

TAX RECEIPT

10/23/2024 10:49AM

** DUPLICATE **

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

Receipt Number	
3367795	
Date Posted	10/21/2024
Payment Type	P
Payment Code	Over/Refund
Total Paid	\$973.26

PAID BY:

MHCA HOMES LLC
% RV HORIZIONS INC- IMPACT COMM
PO BOX 457
CEDAREDDGE, CO 81413-0457

Property ID 419638	Geo 702019-0000-0573	Legal Acres 0.0000	Owner Name and Address MHCA HOMES LLC % RV HORIZIONS INC- IMPACT COMM PO BOX 457 CEDAREDDGE, CO 81413-0457
Legal Description VILLAGE PARK NORTH, SPACE 12, SER# CLW046671TX, HUD# NTA1852057			
Situs 4413 N TEXAS AVE 12,	DBA Name		

Entity	Year	Rate	Taxable Value	Stmt #	Void	Original Tax	Discnts	P&I	Att Fees	Overage	Amount Pd
Z REFUND ENTITY	2024	0.00000	0	149891	N	19.75	0.00	0.00	0.00	0.00	19.75
BRAZOS COUNTY	2024	0.41970	47,900	89471	N	201.04	0.00	0.00	0.00	0.00	201.04
CITY OF BRYAN	2024	0.62400	47,900	89471	N	298.90	0.00	0.00	0.00	0.00	298.90
BRYAN ISD	2024	0.94690	47,900	89471	N	453.57	0.00	0.00	0.00	0.00	453.57
											973.26

Balance Due As Of 10/21/2024: -19.75

Tender	Details	Description	Amount
Check	REPOST	ESCROW	973.26
			973.26

Operator Iemerson	Batch 53438 (2024_MH Escrow_10212024)	Total Paid 973.26
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APPLICATION FOR TAX REFUND

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

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

OWNER'S NAME AND ADDRESS

MARTINEZ ADRIAN JOSEPH
14091 S DOWLING RD
COLLEGE STATION TX 77845-3311

PROPERTY DESCRIPTION

Legal: SUNSET RIDGE, SPACE 136 SUNSET WAY, SER# CLW030923TX, HUD# HWC0411075
Address: 136 SUNSET WAY (PVT) ,
Account # 360737

TAX PAYMENT INFORMATION

Name of Taxing Unit	Tax Year of Refund	Payment Date	Amount Paid	Refund Amount Requested
ZREFUND	2024	10/21/2024	\$412.90	\$138.58


Taxpayer's reason for refund: OP-Overpayment

REFUND TO:

JESSEE STANLEY & DONNA
8781 FM 910
BOGATA, TX 75417

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

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



Signature

11-1-24

Date

903-573-3860

Phone #


Stanjessee@gmail.com

Email Address

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

TAX REFUND DETERMINATION

The tax refund is Approved Disapproved



Authorized Officer Signature

11/19/24

Date

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

Authorized Officer Signature

Date

TAX RECEIPT

10/23/2024 09:39AM

** DUPLICATE **

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

Receipt Number	
3367785	
Date Posted	10/21/2024
Payment Type	P
Payment Code	Over/Refund
Total Paid	\$412.90

PAID BY:

JESSEE STANLEY
 JESSEE DONNA
 8781 FM 910
 BOGATA, TX 75417

Property ID 360737	Geo 702018-0000-1094	Legal Acres 0.0000	Owner Name and Address MARTINEZ ADRIAN JOSEPH 14091 S DOWLING RD COLLEGE STATION, TX 77845-3311
Legal Description SUNSET RIDGE, SPACE 136 SUNSET WAY, SER# CLW030923TX, HUD# HWC0411075			
Situs 136 SUNSET WAY (PVT)		DBA Name	

Entity	Year	Rate	Taxable Value	Stmt #	Void	Original Tax	Discnts	P&I	Att Fees	Overage	Amount Pd
Z REFUND ENTITY	2024	0.00000	0	149889	N	138.58	0.00	0.00	0.00	0.00	138.58
EMG SVCS DIST #1 COLLEGE STATION	2024	0.05135	44,585	84723	N	9.75	0.00	0.00	0.00	0.00	9.75
ISD	2024	0.97290	44,585	84723	N	184.84	0.00	0.00	0.00	0.00	184.84
BRAZOS COUNTY	2024	0.41970	44,585	84723	N	79.73	0.00	0.00	0.00	0.00	79.73
											412.90

Balance Due As Of 10/21/2024: -138.58

Tender	Details	Description	Amount
Check	REPOST	ESCROW	412.90
			412.90

Operator	Batch	Total Paid
lemerson	53438 (2024_MH Escrow_10212024)	412.90

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

WALLECK GARY
201 KRENEK TAP RD TRLR 32
COLLEGE STATION TX 77840-5002

PROPERTY DESCRIPTION

Legal: OAK FOREST, SPACE 32, SER# 124000H012983A, HUD# PFS1050948
Address: 201 KRENEK TAP RD 32,
Account # 417858

TAX PAYMENT INFORMATION

Name of Taxing Unit	Tax Year of Refund	Payment Date	Amount Paid	Refund Amount Requested
ZREFUND	2024	10/21/2024	\$505.78	\$505.78

Taxpayer's reason for refund: OP-Overpayment

REFUND TO:

SB MANAGEMENT LLC
DBA OAK FOREST MOBILE HOME PARK
102 LAKESIDE ST
BRYAN, TX 77801

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."

Roal Williams
Signature

11/6/24
Date

979-693-5206
Phone #

OAKForestmhp@gmail.com
Email Address

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

TAX REFUND DETERMINATION

The tax refund is Approved Disapproved

[Signature]
Authorized Officer Signature

11/19/24
Date

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

Authorized Officer Signature

Date

TAX RECEIPT

10/23/2024 03:05PM

** DUPLICATE **

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

Receipt Number	
3367949	
Date Posted	10/21/2024
Payment Type	P
Payment Code	Over/Refund
Total Paid	\$505.78

PAID BY:

5B MANAGEMENT LLC
DBA OAK FOREST MOBILE HOME PARK
102 LAKESIDE STREET
BRYAN, TX 77801

Property ID	Geo	Legal Acres	Owner Name and Address
417858	702019-0000-0143	0.0000	WALLECK GARY 201 KRENEK TAP RD TRLR 32 COLLEGE STATION, TX 77840-5002
Legal Description			
OAK FOREST, SPACE 32, SER# 124000H012983A, HUD# PFS1050948			
Situs	DBA Name		
201 KRENEK TAP RD 32,			

Entity	Year	Rate	Taxable Value	Stmt #	Void	Original Tax	Discnts	P&I	Att.Fees	Overage	Amount Pd
Z REFUND ENTITY	2024	0.00000	0	149913	N	505.78	0.00	0.00	0.00	0.00	505.78
											505.78

Balance Due As Of 10/21/2024: -505.78

Tender	Details	Description	Amount
Check	REPOST	ESCROW	505.78
			505.78

Operator	Batch	Total Paid
Iemerson	53438 (2024_MH Escrow_10212024)	505.78



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Budget Office NUMBER:
DATE OF COURT MEETING: 11/19/2024
ITEM:

- a. FY 23/24 Budget Amendments 56.01 - 56.02
- b. FY 24/25 Budget Amendments 8.01 - 8.05

TO: Commissioners Court
FROM: Nina Payne
DATE: 11/13/2024
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>
56_Coversheet.pdf	FY 2024 - 56 Coversheet	Cover Memo
56.01 - 56.02.pdf	FY 2024 Budget Amendments 56.01 - 56.02	Budget Amendment
8_Coversheet.pdf	FY 2025 - 8 Coversheet	Cover Memo
8.01 - 8.05.pdf	FY 2025 Budget Amendments 8.01 - 8.05	Budget Amendment

BRAZOS COUNTY, TEXAS

BUDGET AMENDMENT(S) FOR THE 2023-2024 BUDGET YEAR

NO. 23/24 56.01 – 56.02

On this the 19th day of November 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

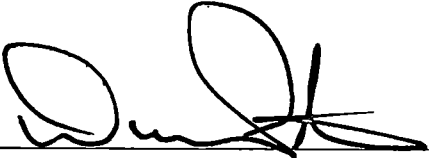
The following proceedings were held:

THAT WHEREAS, on 19th day of November 2024 the Court heard and approved a budget amendment(s) for the 2023-2024 budget year for Brazos County, Texas; and

WHEREAS, expenditure is necessary due to the necessity to meet unusual and unforeseen conditions which could not be reasonably included in the original budget adopted 19 September 2023, the following amendment(s) to the original budget are hereby authorized, as described on the attached page(s).

ADOPTED AND APPROVED this the 19th day of November 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, TEXAS

BUDGET AMENDMENT(S) FOR THE 2024-2025 BUDGET YEAR

NO. 24/25 8.01 – 8.05

On this the 19th day of November 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 19th day of November 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 19th day of November 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, TEXAS
BUDGET AMENDMENTS
No. 24/25 - 8.03
11/19/2024

FUND NAME	DEPARTMENT NAME	CLASS DESCRIPTION	ACCOUNT CATEGORY	INCREASE	DECREASE
Brazos County Grant Fund	Texas Indigent Defense Commission Grant PB-22-21	Intergovernmental	Revenue		1,186,258.00
Brazos County Grant Fund	Texas Indigent Defense Commission Grant- 212-25-C03	Intergovernmental	Revenue	1,186,258.00	
Brazos County Grant Fund	Texas Indigent Defense Commission Grant PB-22-21	Other Financing Sources	Revenue		296,565.00
Brazos County Grant Fund	Texas Indigent Defense Commission Grant- 212-25-C03	Other Financing Sources	Revenue	296,565.00	
Brazos County Grant Fund	Texas Indigent Defense Commission Grant PB-22-21	Salary and Wages	Expenditure		142,812.00
Brazos County Grant Fund	Texas Indigent Defense Commission Grant- 212-25-C03	Salary and Wages	Expenditure	142,812.00	
Brazos County Grant Fund	Texas Indigent Defense Commission Grant PB-22-21	Salary and Wages	Expenditure		632,996.00
Brazos County Grant Fund	Texas Indigent Defense Commission Grant- 212-25-C03	Salary and Wages	Expenditure	632,996.00	
Brazos County Grant Fund	Texas Indigent Defense Commission Grant PB-22-21	Salary and Wages	Expenditure		206,410.00
Brazos County Grant Fund	Texas Indigent Defense Commission Grant- 212-25-C03	Salary and Wages	Expenditure	206,410.00	
Brazos County Grant Fund	Texas Indigent Defense Commission Grant PB-22-21	Salary and Wages	Expenditure		3,782.00
Brazos County Grant Fund	Texas Indigent Defense Commission Grant- 212-25-C03	Salary and Wages	Expenditure	3,782.00	
Brazos County Grant Fund	Texas Indigent Defense Commission Grant PB-22-21	Benefits	Expenditure		75,686.00
Brazos County Grant Fund	Texas Indigent Defense Commission Grant- 212-25-C03	Benefits	Expenditure	75,686.00	
Brazos County Grant Fund	Texas Indigent Defense Commission Grant PB-22-21	Benefits	Expenditure		648.00
Brazos County Grant Fund	Texas Indigent Defense Commission Grant- 212-25-C03	Benefits	Expenditure	648.00	
Brazos County Grant Fund	Texas Indigent Defense Commission Grant PB-22-21	Benefits	Expenditure		168,185.00
Brazos County Grant Fund	Texas Indigent Defense Commission Grant- 212-25-C03	Benefits	Expenditure	168,185.00	
Brazos County Grant Fund	Texas Indigent Defense Commission Grant PB-22-21	Benefits	Expenditure		166,771.00
Brazos County Grant Fund	Texas Indigent Defense Commission Grant- 212-25-C03	Benefits	Expenditure	166,771.00	

BRAZOS COUNTY, TEXAS
BUDGET AMENDMENTS
No. 24/25 - 8.03
11/19/2024

FUND NAME	DEPARTMENT NAME	CLASS DESCRIPTION	ACCOUNT CATEGORY	INCREASE	DECREASE
Brazos County Grant Fund	Texas Indigent Defense Commission Grant PB-22-21	Benefits	Expenditure		1,237.00
Brazos County Grant Fund	Texas Indigent Defense Commission Grant- 212-25-C03	Benefits	Expenditure	1,237.00	
Brazos County Grant Fund	Texas Indigent Defense Commission Grant PB-22-21	Benefits	Expenditure		1,591.00
Brazos County Grant Fund	Texas Indigent Defense Commission Grant- 212-25-C03	Benefits	Expenditure	1,591.00	
Brazos County Grant Fund	Texas Indigent Defense Commission Grant PB-22-21	Supplies and Other Charges	Expenditure		1,000.00
Brazos County Grant Fund	Texas Indigent Defense Commission Grant- 212-25-C03	Supplies and Other Charges	Expenditure	1,000.00	
Brazos County Grant Fund	Texas Indigent Defense Commission Grant PB-22-21	Supplies and Other Charges	Expenditure		2,000.00
Brazos County Grant Fund	Texas Indigent Defense Commission Grant- 212-25-C03	Supplies and Other Charges	Expenditure	2,000.00	
Brazos County Grant Fund	Texas Indigent Defense Commission Grant PB-22-21	Supplies and Other Charges	Expenditure		4,264.00
Brazos County Grant Fund	Texas Indigent Defense Commission Grant- 212-25-C03	Supplies and Other Charges	Expenditure	4,264.00	
Brazos County Grant Fund	Texas Indigent Defense Commission Grant PB-22-21	Supplies and Other Charges	Expenditure		5,944.00
Brazos County Grant Fund	Texas Indigent Defense Commission Grant- 212-25-C03	Supplies and Other Charges	Expenditure	5,944.00	
Brazos County Grant Fund	Texas Indigent Defense Commission Grant PB-22-21	Supplies and Other Charges	Expenditure		5,000.00
Brazos County Grant Fund	Texas Indigent Defense Commission Grant- 212-25-C03	Supplies and Other Charges	Expenditure	5,000.00	
Brazos County Grant Fund	Texas Indigent Defense Commission Grant PB-22-21	Supplies and Other Charges	Expenditure		38,000.00
Brazos County Grant Fund	Texas Indigent Defense Commission Grant- 212-25-C03	Supplies and Other Charges	Expenditure	38,000.00	
Brazos County Grant Fund	Texas Indigent Defense Commission Grant PB-22-21	Supplies and Other Charges	Expenditure		500.00
Brazos County Grant Fund	Texas Indigent Defense Commission Grant- 212-25-C03	Supplies and Other Charges	Expenditure	500.00	
Brazos County Grant Fund	Texas Indigent Defense Commission Grant PB-22-21	Supplies and Other Charges	Expenditure		3,000.00

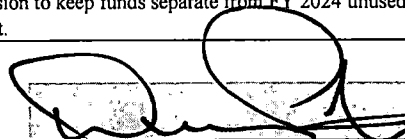
**BRAZOS COUNTY, TEXAS
BUDGET AMENDMENTS
No. 24/25 - 8.03
11/19/2024**

FUND NAME	DEPARTMENT NAME	CLASS DESCRIPTION	ACCOUNT CATEGORY	INCREASE	DECREASE
Brazos County Grant Fund	Texas Indigent Defense Commission Grant- 212-25-C03	Supplies and Other Charges	Expenditure	3,000.00	
Brazos County Grant Fund	Texas Indigent Defense Commission Grant PB-22-21	Supplies and Other Charges	Expenditure		4,200.00
Brazos County Grant Fund	Texas Indigent Defense Commission Grant- 212-25-C03	Supplies and Other Charges	Expenditure	4,200.00	
Brazos County Grant Fund	Texas Indigent Defense Commission Grant PB-22-21	Supplies and Other Charges	Expenditure		10,873.00
Brazos County Grant Fund	Texas Indigent Defense Commission Grant- 212-25-C03	Supplies and Other Charges	Expenditure	10,873.00	
Brazos County Grant Fund	Texas Indigent Defense Commission Grant PB-22-21	Repairs and Maintenance	Expenditure		1,000.00
Brazos County Grant Fund	Texas Indigent Defense Commission Grant- 212-25-C03	Repairs and Maintenance	Expenditure	1,000.00	
Brazos County Grant Fund	Texas Indigent Defense Commission Grant PB-22-21	Repairs and Maintenance	Expenditure		300.00
Brazos County Grant Fund	Texas Indigent Defense Commission Grant- 212-25-C03	Repairs and Maintenance	Expenditure	300.00	
Brazos County Grant Fund	Texas Indigent Defense Commission Grant PB-22-21	Contractual Services	Expenditure		6,624.00
Brazos County Grant Fund	Texas Indigent Defense Commission Grant- 212-25-C03	Contractual Services	Expenditure	6,624.00	

Brazos County Grant Fund

Moving FY 2025 awarded grant funds, match and related expenses to a new/separate division to keep funds separate from FY 2024 unused/carryover grant funds. 272300 will be new division and 272200 will remain for leftover funds from original grant.

Date: SAM
11/5/2024


 County Judge Approval Date
11/19/24

**BRAZOS COUNTY, TEXAS
BUDGET AMENDMENTS
No. 24/25 - 8.04
11/19/2024**

FUND NAME	DEPARTMENT NAME	CLASS DESCRIPTION	ACCOUNT CATEGORY	INCREASE	DECREASE
Brazos County Grant Fund	BV Human Trafficking Task Force Development	Intergovernmental	Revenue	4,855.72	
Brazos County Grant Fund	BV Human Trafficking Task Force Development	Supplies and Other Charges	Expenditure	30,891.50	
Brazos County Grant Fund	BV Human Trafficking Task Force Development	Supplies and Other Charges	Expenditure	3,000.00	
Brazos County Grant Fund	BV Human Trafficking Task Force Development	Supplies and Other Charges	Expenditure		866.00
Brazos County Grant Fund	BV Human Trafficking Task Force Development	Supplies and Other Charges	Expenditure		1,000.00
Brazos County Grant Fund	BV Human Trafficking Task Force Development	Supplies and Other Charges	Expenditure		18,941.00
Brazos County Grant Fund	BV Human Trafficking Task Force Development	Professional Services	Expenditure	12,674.73	
Brazos County Grant Fund	BV Human Trafficking Task Force Development	Supplies and Other Charges	Expenditure	10,000.00	
Brazos County Grant Fund	BV Human Trafficking Task Force Development	Supplies and Other Charges	Expenditure	3,100.00	
Brazos County Grant Fund	BV Human Trafficking Task Force Development	Supplies and Other Charges	Expenditure	8,500.00	
Brazos County Grant Fund	BV Human Trafficking Task Force Development	Supplies and Other Charges	Expenditure	6,000.00	
Brazos County Grant Fund	BV Human Trafficking Task Force Development	Supplies and Other Charges	Expenditure	4,140.00	
Brazos County Grant Fund	BV Human Trafficking Task Force Development	Capital Outlay	Expenditure		18,000.00
Brazos County Grant Fund	BV Human Trafficking Task Force Development	Supplies and Other Charges	Expenditure		34,643.51

Brazos County Grant Fund

Reclassify the Human Trafficking grant budget in Oracle for year 3 to match approved budget for the DOJ and including any rollover funds from year 1 & 2.

Date: _____ SAM
11/5/2024


 County Judge Approval 11/19/24
 Date

For Oracle Entry Only					
FUND	DIV	ACCT	Change in Budget	ACCOUNT NAME	
30000	283700	48062900	4,855.72		
30000	283700	61801000	30,891.50		
30000	283700	61801000	3,000.00		
30000	283700	60080000	(866.00)		
30000	283700	60400000	(1,000.00)		
30000	283700	60500000	(18,941.00)		
30000	283700	72590000	12,674.73		
30000	283700	61110000	10,000.00		
30000	283700	61401000	3,100.00		
30000	283700	60211000	8,500.00		
30000	283700	61620000	6,000.00		
30000	283700	61750000	4,140.00		
30000	283700	80212000	(18,000.00)		
30000	283700	61130000	(34,643.51)		



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Human Resources NUMBER:
DATE OF COURT MEETING: 11/19/2024
ITEM: • Approval of Personnel Change of Status.
TO: Commissioners Court
DATE: 11/14/2024
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
Employment Separations - Public - 11-19-2024.pdf	Cover Sheet	Cover Memo

Personnel Change of Status

(Nov 14, 2024)

Commissioners' Court Date: 11-19-2024
 Department Submitting Information: Human Resources
 Purpose of Submissions: Consider and Take Action on Change

Employment

Department Name	Employee Name
Facilities Services - Administration	Rivera JR, Jose
Road & Bridge - Administration	Garcia, Anthony
Sheriff Office - Jail Administration	Jiang, Devin
Tax Assessor - Collector - Administration	Santos, Kristy
Texas Indigent Defense Commission Grant	Pringle, Bryce

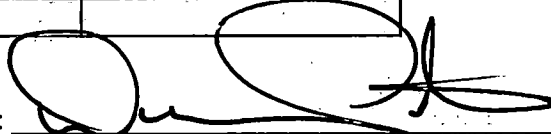
Separations

Department Name	Employee Name
District Attorney - Administration	Harris, Anjelica
Juvenile Supervision - Detention	Kearney-Love, Tonia*
Landscaping	Beltrand, Pamela
Landscaping	McComb, Patricia
Road & Bridge - Administration	Fazzino, Charles
Sheriff Office - Jail Administration	Dinwiddie, Lyndrick
Sheriff Office - Jail Administration	Roberson, Azaria

Personnel Action Forms

Department Name	Employee Name
District Attorney	Baker, Brian
Health & Wellness Clinic	Coyle, Kimberly
Juvenile Services - Detention	Daily, Apollos
Juvenile Services - Detention	Mable-Bazy, Kami
Juvenile Services - Detention	Thomas, Markell
Landscape	Hopper, Adam
Sheriff's Office Administration	Brandhuber, Jenifer
Sheriff's Office Administration	Telsede, Erika
Texas Indigent Defense Commission Grant	DeMatteo, Lyndsay
Texas Indigent Defense Commission Grant	Hemmestad, Sarah

Approved in Commissioners' Court:
 County Judge's or Commissioner's Signature:





**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 11/19/2024

ITEM: Approval of Payment of Claims:
• a. 8206338 - 8206510
• b. 9202820 - 9202874

TO: Commissioners Court

DATE: 11/14/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

Description

Type

[Bill_List-Public_11.19.24.pdf](#)

Bill List - Public

Cover Memo




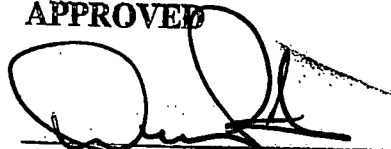
**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: NUMBER:
DATE OF COURT MEETING: 11/19/2024
ITEM: Approval of Payment of Claims:
• a. 8206338 - 8206510
• b. 9202820 - 9202874
TO: Commissioners Court
DATE: 11/14/2024
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
Bill_List-Public_11.19.24.pdf	Bill List - Public	Cover Memo
Bill_List-Internal_11.19.24.pdf	Bill List - Internal	Cover Memo

ATTEST: 
KAREN MCQUEEN
COUNTY CLERK

APPROVED 
Duane Peters
County Judge
11/19/24
Date

Bill List Commissioners Court

Time run: 11/15/2024 10:25:47 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	Caleb*****		ADV000280512516	661.48
			Ricar*****		ADV000280512484	661.48
			Steph*****		ADV000266248464	621.28
			Kenne*****		TRVL000281269736	(833.13)
			Samue*****		TRVL000281421900	(741.00)
			Tiffa*****		TRVL000279582517	(753.80)
01000-00000000-27140000-00000-0000-000000	General Fund-No Value-Dyed Diesel-No Value-No Value-No Value	97508	Fikes*****	250000502	INV-039981	2,340.98
01000-00000000-27150000-00000-0000-000000	General Fund-No Value-Diesel-No Value-No Value-No Value	97508	Fikes*****	250000502	INV-039981	5,059.59
01000-00000000-27210000-00000-0000-000000	General Fund-No Value-Gasoline-No Value-No Value-No Value	97508	Fikes*****	250000502	INV-039981	11,367.88
01000-00000000-30009300-00000-0000-000000	General Fund-No Value-A/P Justice of the Peace \- Omnibase Svcs Inc-No Value-No Value-No Value	94568	Omnib*****Texas LP		REPORT #324-004021	102.00
01000-00000000-30009400-00000-0000-000000	General Fund-No Value-A/P Tax \- McCreary Veselka-No Value-No Value-No Value	19432	McCre*****g & Allen		October 2024	83,437.86
01000-00000000-30024100-00000-0000-000000	General Fund-No Value-A/P DSHS \- Birth Fees-No Value-No Value-No Value	16569	Texas*****tate Health Services		2023488	236.07
01000-00000000-30082200-00000-0000-000000	General Fund-No Value-A/P County Attorney \- Merchant Restitution-No Value-No Value-No Value	102229	Bryan***** Toyota - Restitution		115MJ041224/CW21-000160	100.00
		102447	Dougl*****gon - Restitution		318JC110424/RW23-0045	300.00
01000-00000000-30201000-00000-0000-000000	General Fund-No Value-District Clerk \- Restitution Pay-No Value-No Value-No Value	100003	Brazo*****t Check-Restitution		196943	40.00
					199008	60.00
					199665	40.00
					200225	40.00
		100007	Texas*****ublic Safety - Restitution		196878	1.34
					197164	130.00
					197225	20.00
					197366	10.42
					197368	0.26
					197457	100.00
					198092	82.00
					198180	25.00
					198284	60.00
					198296	60.00
					198438	60.00
					198602	75.00

198729	60.00
198840	1.11
198949	30.00
199172	60.00
199245	6.57
199330	30.00
199452	30.00
199629	60.00
199633	50.00
199668	0.67
199749	60.00
199757	0.26
199816	60.00
199949	20.00
199951	10.00
199967	20.00
199976	7.13
199984	60.00
200022	25.00
200148	102.18
200160	3.09
200204	19.00
200272	4.81
200425	64.00
200559	100.00
200648	50.00
200859	20.00
200876	0.84
201054	180.00
201126	140.00
197366	54.58
198694	3.95
198913	65.00
199422	3.95
199650	5.92
199887	5.92
200272	25.19
200938	1.97
196878	18.66
177077	6.00

100008 Bryan*****nt - Restitution

100011 Front*****ns - Restitution

100013 Johns*****hon - Restitution

		184005	6.00
100019	Cash *****estitution	108390A	50.00
		182412	50.00
		198749	35.00
		198845	75.00
100039	Lowe*****	200087	25.00
100046	Phoe*****tution	196918	4.57
		197600	3.00
		198036	1.00
		198569	1.00
		198832	4.57
		199052	5.00
		199583	5.00
		200197	5.00
		200597	5.00
		201084	5.00
100052	City *****tution	199976	7.87
		200096	0.11
		200150	1.76
		200151	0.12
		200152	0.12
		200153	0.13
		200154	0.06
100156	Produ***** - Restitution	201043	14.73
100362	City *****on - Restitution	199668	39.33
		200876	49.16
100480	Polar*****Restitution	200090	95.32
		200114	39.71
100495	Colle*****e Department - Restitution	197323	65.00
		199478	5.00
		199708	65.00
		200041	10.00
100896	Herre*****tution	196985	35.00
		196986	40.00
		199445	50.00
101000	Gilbe*****tution	200672	50.00
101008	Jones*****tution	192696	10.00
101034	Warri*****es - Restitution	196842	100.00
101178	Court*****stitution	200381	25.00
101294	Alons***** Restitution	180070	99.56

		181893	99.55
		184217	99.56
101681	Hogan*****tution	138923	100.00
		140148	25.00
		141598	25.00
		142988	5.68
101973	Carte*****tion	189813	2.28
		193455	2.26
		194366	2.26
		196324	2.28
102074	Tri-T*****tution	200173	5.00
102174	First***** Restitution	199334	400.00
102291	Highw***** / Fast Start - Restitution	197128	38.24
		200083	38.20
102411	Atter*****stitution	177569	1.84
		179729	1.84
102412	Vinto*****tution	177569	2.62
		179729	2.62
102420	Dougl***** Restitution	197368	10.74
102558	The S*****stitution	138098	30.00
		139236	300.00
102560	Child*****Restitution	199182	60.00
102679	Stone*****tution	192635	40.00
		195310	40.00
		197583	50.00
102685	Ramir*****tution	199082	20.00
102742	Deale*****ply Co - Restitution	200131	7.44
102747	Hurle*****stitution	198159	40.00
102751	Wager*****ie's Bar Grill - Restitution	201044	116.00
		201045	100.00
102753	Estat*****ochrane - Restitution	199007	50.00
102766	R&J T*****ry LLC - Restitution	200927	21.00
102769	Entec***** Inc - Restitution	200131	6.79
102852	Patta*****estitution	200134	9.00
102853	Tirad*****tution	200097	118.00
102861	Sande*****tution	198163	350.00
		198165	858.03
		198166	50.00
		200096	110.00
102896	Trave***** Restitution	197511	64.87

					199757	64.87
		102898	Mathe*****tution		196853	10.77
					198765	10.77
		102982	ecoAT*****ion		198625	66.12
					200599	33.06
		102983	Wej, *****on		192601	26.09
					194916	26.09
					196853	26.09
					198765	26.09
		102984	Houst***** Restituion		199561	50.00
		102985	Jones*****tution		188842	75.00
					191230	75.00
					193057	75.00
					195130	75.00
					197254	75.00
					199460	325.00
01000-00000000-30340000-00000-0000-000000	General Fund-No Value-Deposits Payable \- Brazos Center-No Value-No Value-No Value	101860	Jenki*****fund		19427	150.00
		101861	Houst*****Refund		18486-RE	350.00
		102981	Summi*****y - Refund		19396	150.00
		102986	Rueda*****		19352	75.00
01000-00000000-30341000-00000-0000-000000	General Fund-No Value-Deposits Payable \- Expo Center-No Value-No Value-No Value	102989	CC EI*****		R29116	700.00
		102990	Cubin*****		R29102	1,000.00
		102991	Loyd,*****d		R26160	500.00
01000-00000000-37012000-00000-0000-000000	General Fund-No Value-Deferred Revenue Justice of the Peace 2-No Value-No Value-No Value	10468	Harri*****		2474505	101.00
01000-00000000-37014100-00000-0000-000000	General Fund-No Value-New Deferred Revenue Justice of the Peace 4-No Value-No Value-No Value	8253	Texas*****e Department		4024-00483n - 10/30/2024	13.60
					4024-00634n - 10/01/2024	87.55
					4024-00636N - 10/02/2024	96.05
01000-10000100-61750000-00000-0000-000000	General Fund-County Judge \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	250000418	287310416139X11082024	410.60
01000-10002000-60500000-00000-0000-000000	General Fund-Veteran Services-Equipment & I.T. Enhancement-No Value-No Value-No Value	94874	GovCo*****	250000792	75860067	(321.91)
01000-10002000-60600000-00000-0000-000000	General Fund-Veteran Services-Office Supplies-No Value-No Value-No Value	94806	Perry*****	250001190	IN-1563650	16.78
01000-10500000-61750000-00000-0000-000000	General Fund-Budget Office \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	250000057	287310376020X11082024	41.87
01000-11000100-60500000-00000-0000-000000	General Fund-Commissioners Court \- Administration-Equipment & I.T. Enhancement-No Value-No Value-No Value	11497	South*****ehouse	250001139	INV00824821	830.13
					INV00824822	1,605.05
					INV00824859	4,216.30

01000-11000100-61750000-00000-0000-000000	General Fund-Commissioners Court \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	250000231	287310378151X11082024	295.33
01000-11000500-61880000-00000-0000-000000	General Fund-Non\ -Departmental-Utilities Expenditure-No Value-No Value-No Value	20	Bryan*****	250000587	2016116 1024	18,760.22
				250000588	2016098 1024	68.24
				250000590	2043084 1024	178.91
		60	Atmos*****	250000593	4032682185 1024	94.91
				250000594	3042722775 1024	2,646.34
250000595	3042722319 1024	6,221.70				
01000-11000500-71025000-00000-0000-000000	General Fund-Non\ -Departmental-Contract Services-No Value-No Value-No Value	97251	Texas*****	250000379	R041295 R041804	389.26 350.29
01000-11000500-72070000-00000-0000-000000	General Fund-Non\ -Departmental-Attorneys-No Value-No Value-No Value	6313	Texas*****Counties	250000683	NRDD-0011310	192.50
01000-11000500-72090000-00000-0000-000000	General Fund-Non\ -Departmental-Auditor \- External-No Value-No Value-No Value	808417	Ingra*****ny PC	250001243	23385	26,260.00
01000-11002000-73520000-00000-0000-000000	General Fund-Community Support-Health For All, Inc.-No Value-No Value-No Value	16120	Healt*****	250000452	112024-25-035-Q1	7,500.00
01000-11010000-71025000-00000-0000-000000	General Fund-Court Support \- Criminal-Contract Services-No Value-No Value-No Value	10803	Texas*****public Safety	250001312	253060	16,613.69
01000-11010000-72202000-00000-1104-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- County Court at Law #2-No Value-Adult Misdemeanor-No Value	101451	Navar*****rney at Law		2400767	650.00
		97088	Cagle***** , The		2403046	842.50
01000-11010000-72203000-00000-1104-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- Preindictment/Dismissal-No Value-Adult Misdemeanor-No Value	97088	Cagle***** , The		unfiled110524	650.00
01000-11010000-72204000-00000-1100-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- 472nd-No Value-Juvenile-No Value	801423	Davis*****		032j2024-1108	800.00
		91624	James*****gelhauer & Ask		221j2024-1108	675.00
					276j2023-1108	675.00
		95315	Law O*****tsberger		060j2023-0607	150.00
					060j2023-0920	4,665.00
		96520	Thoma*****		262j2024-1108	150.00
			272j2024-1108	675.00		
			313j2023-1108	675.00		
01000-11010000-72205000-00000-1102-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- 85th-No Value-Adult Felony-No Value	802239	Gimbe*****		2302695-	1,000.00
01000-11010000-72205000-00000-1103-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- 85th-No Value-Adult Felony Appeals-No Value	95315	Law O*****tsberger		24001977	1,000.00
01000-11010000-72205300-00000-1102-000000	General Fund-Court Support \- Criminal-Other Litigation Expenses \- 85th-No Value-Adult Felony-No Value	96520	Thoma*****		2203643	6,925.00

01000-11010000-72205300-00000-1104-000000	General Fund-Court Support \- Criminal-Other Litigation Expenses \- 85th-No Value-Adult Misdemeanor-No Value	96520	Thoma*****		2204393	650.00
01000-11010000-72206000-00000-1102-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- 272nd-No Value-Adult Felony-No Value	102828	Sarah*****LLC		1804442	1,000.00
		800568	Lewis*****y		2201273	1,000.00
		800687	Shime*****		2102451	383.33
					2102452	383.33
					2400865	383.34
		801423	Davis*****		2205091-	2,000.00
					2403548	1,900.00
		802239	Gimbe*****		2102068	1,750.00
		805046	Gusti*****orney PLLC		2402102	1,000.00
		92302	Turnb*****PLLC		2402770	1,287.50
96520	Thoma*****		2401849	1,750.00		
01000-11010000-72206000-00000-1104-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- 272nd-No Value-Adult Misdemeanor-No Value	102828	Sarah*****LLC		2403246	650.00
		801423	Davis*****		2402567	650.00
		802239	Gimbe*****		2002707	650.00
		805046	Gusti*****orney PLLC		2401315	650.00
01000-11010000-72207000-00000-1102-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- 361st-No Value-Adult Felony-No Value	100000	Law O*****Andreski, PC		2304803	1,000.00
		800568	Lewis*****y		2204674	383.33
					2303773	1,000.00
					2401658	383.33
					2403433	383.34
		800687	Shime*****		2400178	1,000.00
		801423	Davis*****		2300316	11,800.00
		802239	Gimbe*****		2302664	1,000.00
		91624	James*****gelhauer & Ask		2301392-	57,250.00
		92302	Turnb*****PLLC		2200951	1,643.75
					2301063	3,875.00
					2301959	1,000.00
					2303441	1,643.75
		2402418	1,400.00			
01000-11010000-72207000-00000-1104-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- 361st-No Value-Adult Misdemeanor-No Value	800568	Lewis*****y		2402600	650.00
					2403498	650.00
		800687	Shime*****		2401111	150.00
					2401115	650.00
		92302	Turnb*****PLLC		2002399	650.00
					2100546	650.00
			2403442	650.00		
01000-11010000-72207100-00000-1102-000000	General Fund-Court Support \- Criminal-	91624	James*****gelhauer & Ask		2301391	625.00

	Investigator Fees \- 361st-No Value-Adult Felony-No Value				2301392	625.00
					2301393	625.00
					2301394	625.00
01000-11010000-72207300-00000-1102-000000	General Fund-Court Support \- Criminal-Other Litigation Expenses \- 361st-No Value-Adult Felony-No Value	92302	Turnb*****PLLC		2301063-	750.00
01000-11010000-72209000-00000-0000-000000	General Fund-Court Support \- Criminal-Court Appointed Interpreter-No Value-No Value-No Value	91501	Sign *****eting Services LLC		2024-0439	2,600.00
		91804	Sanch*****		2243	1,788.60
					2246	447.15
					2247	447.15
01000-11010000-72660000-00000-0000-000000	General Fund-Court Support \- Criminal-Psychiatric Services-No Value-No Value-No Value	96087	Rocke*****PhD PLLC		2303120crf85 comp. eval.	990.00
					2303622crf85	3,800.00
01000-11020000-61020000-00000-0000-000000	General Fund-Court Support \- Civil-Autopsy-No Value-No Value-No Value	21052	Travi*****		3300008915	7,782.00
					3300008930	7,782.00
					3300008938	15,564.00
		90303	Hilli*****		9107	500.00
					9108	500.00
					9109	500.00
					9110	500.00
		01000-11020000-71041000-00000-0000-000000	General Fund-Court Support \- Civil-Contract Placement \- Non\Secure-No Value-No Value-No Value	101265	Shore*****	
01000-11020000-72190000-00000-0000-000000	General Fund-Court Support \- Civil-CPS Mediation Support-No Value-No Value-No Value	102653	Delan*****		23003612-cv-472	500.00
01000-11020000-72191000-00000-0000-000000	General Fund-Court Support \- Civil-Cluster Court Support-No Value-No Value-No Value	96245	Verba*****Transcription LLC		24-1489	1,160.00
01000-11022000-72110000-00000-1001-000000	General Fund-Court Support \- Child Protective Svc \- CCL2-Attorney Fees-No Value-Custodial Parents-No Value	96841	Cline*****		24001863-110424,50	0.00
01000-11022720-72110000-00000-1001-000000	General Fund-Court Support \- Child Protective Svc \- 272nd-Attorney Fees-No Value-Custodial Parents-No Value	101281	McKer*****		24001234-110424,770	770.00
		96841	Cline*****		24001863-110424,50	50.00
		97354	Lockh*****		24000347-110424,470	470.00
01000-11022720-72110000-00000-1002-000000	General Fund-Court Support \- Child Protective Svc \- 272nd-Attorney Fees-No Value-Non Custodial Parents-No Value	96841	Cline*****		23003142-110424,140	140.00
01000-11022720-72110000-00000-1005-000000	General Fund-Court Support \- Child Protective Svc \- 272nd-Attorney Fees-No Value-Children-No Value	101964	Angel*****LLC		23003142-090724,1258.46	1,258.46
		95968	Forem*****LC		20001405-110424,650	650.00
01000-11023610-72110000-00000-1001-000000	General Fund-Court Support \- Child Protective Svc \- 361st-Attorney Fees-No Value-Custodial Parents-No Value	101281	McKer*****		23002763-110424,320	320.00
		101964	Angel*****LLC		24000967-110424,680	680.00
		102621	Law O*****Medina PLLC		24000589-110424	150.00
01000-11024720-72110000-00000-1001-000000	General Fund-Court Support Child Protective Svc \- 472nd-Attorney Fees-No Value-Custodial Parents-No Value	100912	Palmo*****ugh & Russ LLP		23003612-110424,570	570.00
					24001550-110424,520	520.00

				24001661-110424,460	460.00
				24001955-110424,240	240.00
				24002432-110424,380	380.00
	101281	McKer*****		23003262-110424,50	50.00
				23003280-110424,290	290.00
				24000288-110424,130	130.00
				24001550-110424,400	200.00
	101406	Law O*****e J Latray		24001246-110424,560	560.00
	102621	Law O*****Medina PLLC		23003262-110424,150	150.00
				23003262-110424,450	450.00
				23003280-110424,290	145.00
				23003280-110424,90	45.00
				24000275-110424,100	50.00
				24001700-110424,280	140.00
	96841	Cline*****		23003490-110424,470	235.00
				23003490-110424,510	510.00
				24001550-110424,150	150.00
				24001661-110424,510	510.00
	97354	Lockh*****		24000968-110424,260	260.00
				24001246-110424,540	540.00
01000-11024720-72110000-00000-1002-000000	General Fund-Court Support Child Protective Svc \- 472nd-Attorney Fees-No Value-Non Custodial Parents-No Value	100912	Palmo*****ugh & Russ LLP	23003266-110424,940	940.00
		101281	McKer*****	23003280-110424,290	0.00
		101964	Angel*****LLC	24001552-110524,1033.75	1,033.75
		102621	Law O*****Medina PLLC	23003280-110424,290	145.00
				23003280-110424,90	45.00
				24000275-110424,100	50.00
				24001700-110424,280	140.00
		95870	Burns*****PLLC	23003312-110424,290	290.00
		96841	Cline*****	23003490-110424,470	235.00
				24000427-110424,40	40.00
				24002432-110424,560	0.00
				24002432-110424,90	0.00
01000-11024720-72110000-00000-1005-000000	General Fund-Court Support Child Protective Svc \- 472nd-Attorney Fees-No Value-Children-No Value	100912	Palmo*****ugh & Russ LLP	24000934-110424,230	230.00
		101281	McKer*****	24001550-110424,400	200.00
				24001661-110424,200	200.00
		101964	Angel*****LLC	23003266-110424,330	330.00
				23003335-110424,430	430.00
				24001484-110424,810	810.00
				24001789-110424,942.79	942.79
		102621	Law O*****Medina PLLC	24001955-110424,840	840.00

		96841	Cline*****		24001423-110424,50	50.00
					24001836-110424,90	90.00
		97403	Naeem*****		23003262,110424,1820	910.00
					23003280,110424,1820	910.00
01000-11024720-72110000-00000-1008-000000	General Fund-Court Support Child Protective Svc \- 472nd-Attorney Fees-No Value-Non\-\-Parent Conservator-No Value	96841	Cline*****		24002432-110424,560	560.00
					24002432-110424,90	90.00
01000-11028500-72110000-00000-1001-000000	General Fund-Court Support \- Child Protective Svc \- 85th-Attorney Fees-No Value-Custodial Parents-No Value	101281	McKer*****		22002916-110524,400	400.00
					24001357-110424,240	240.00
					24001421-110424,170	85.00
					24001660-110424,160	160.00
		102621	Law O*****Medina PLLC		24001357-110424,50	25.00
01000-11028500-72110000-00000-1002-000000	General Fund-Court Support \- Child Protective Svc \- 85th-Attorney Fees-No Value-Non Custodial Parents-No Value	96841	Cline*****		23002727-110424,290	290.00
01000-11028500-72110000-00000-1005-000000	General Fund-Court Support \- Child Protective Svc \- 85th-Attorney Fees-No Value-Children-No Value	100912	Palmo*****ugh & Russ LLP		23002727-110424,320	320.00
		101281	McKer*****		24001421-110424,170	85.00
		102621	Law O*****Medina PLLC		24001357-110424,50	25.00
		96841	Cline*****		24000945-110424,180	180.00
01000-11040000-72205000-00000-0000-000000	General Fund-Court Support \- Child Support Enforcement-Court Appointed Attorneys \- 85th-No Value-No Value-No Value	802205	Cune,*****		09001277-101724,100	100.00
01000-11100000-61750000-00000-0000-000000	General Fund-Fleet Shop \- Light Equipment \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T*****	250000012	287313012124X11082024	81.22
01000-11100000-65950000-00000-0000-000000	General Fund-Fleet Shop \- Light Equipment \- Administration-Vehicle Maintenance-No Value-No Value-No Value	288	Griff*****ardware	250000051	208085	5.00
		3354	O'Rei*****	250000027	2016-273898	27.32
					2016-273917	21.00
					2016-274246	18.90
					2016-274366	188.02
		3486	GT Di*****	250000860	INV1021102	268.00
					INV1021997	74.80
		802094	Rodri*****ment & Auto Repair Inc	250000048	38297	70.00
		96665	Colle*****Lincoln LLC	250001069	705789	5,402.95
01000-11200200-60400000-00000-0000-000000	General Fund-Collections \- Administration-Investigation Supplies-No Value-No Value-No Value	19886	Lexis*****ions	250001280	1100047664	50.00
01000-11200200-61750000-00000-0000-000000	General Fund-Collections \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T*****	250000132	287310378000x11082024	43.27
01000-11210020-61801000-00000-0000-000000	General Fund-Elections Administrator-Travel-No Value-No Value-No Value	Employee	Raymo*****iguez		TRVL000279582463	72.96
					TRVL000279645149	176.49

01000-11210020-71500000-00000-0000-000000	General Fund-Elections Administrator-Rental \- Equipment-No Value-No Value-No Value	96367	U-Hau*****	250000717	5403927664	600.00
01000-12000100-61500000-00000-0000-000000	General Fund-County Treasurer \- Administration-Printing-No Value-No Value-No Value	90916	Relyc*****	250001080	SIN223016	1,255.24
01000-12000100-61801000-00000-0000-000000	General Fund-County Treasurer \- Administration-Travel-No Value-No Value-No Value	Employee	Jamie*****		TRVL000281421794	677.97
01000-12500100-60211000-00000-0000-000000	General Fund-Risk Management \- Administration-Software \- No Tag-No Value-No Value-No Value	11978	SHI G*****ons Inc	250001033	GB00543415	258.84
01000-12500100-65010000-00000-0000-000000	General Fund-Risk Management \- Administration-Accidents & Claims-No Value-No Value-No Value	10153	Musta*****es	250000117	A91318012	593.71
01000-13000100-60600000-00000-0000-000000	General Fund-Tax Assessor \- Collector \- Administration-Office Supplies-No Value-No Value-No Value	9728	Wilto*****Ltd	250001164	372084	54.19
01000-13000100-61060000-00000-0000-000000	General Fund-Tax Assessor \- Collector \- Administration-Bonds-No Value-No Value-No Value	8494	Old R*****roup	250001286	LP05925452	1,420.00
01000-13000100-61750000-00000-0000-000000	General Fund-Tax Assessor \- Collector \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	250000189	287310452452X11082024	18.65
01000-14000006-60500000-00000-0000-000000	General Fund-Information Technology \- Non Capital-Equipment & I.T. Enhancement-No Value-No Value-No Value	11497	South*****ehouse	250001025	INV00825267	1,916.18
01000-14000006-61750000-00000-0000-000000	General Fund-Information Technology \- Non Capital-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	250000068	287281474743X11082024	2,752.10
01000-14000006-65150000-00000-0000-000000	General Fund-Information Technology \- Non Capital-Computer Maintenance-No Value-No Value-No Value	94874	GovCo*****	250000921	75828443	3,322.49
01000-14000006-65440000-00000-0000-000000	General Fund-Information Technology \- Non Capital-Network Maintenance-No Value-No Value-No Value	11869	Lowes*****	250000078	75837117	231.58
01000-14000006-71020000-00000-0000-000000	General Fund-Information Technology \- Non Capital-Computer Contracts-No Value-No Value-No Value	19277	City *****	250001149	988567	12.31
01000-14000100-60500000-00000-0000-000000	General Fund-Information Technology \- Administration-Equipment & I.T. Enhancement-No Value-No Value-No Value	90135	Troy *****	250001141	2024-10-04	71,707.18
01000-14000100-61750000-00000-0000-000000	General Fund-Information Technology \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11869	Lowes*****	250001184	INV44683	450.99
01000-14000100-61880000-00000-0000-000000	General Fund-Information Technology \- Administration-Utilities Expenditure-No Value-No Value-No Value	11846	AT&T *****	25000108	992060	104.48
01000-15000100-60315000-00000-0000-000000	General Fund-Human Resources \- Administration-Event Supplies/Services-No Value-No Value-No Value	20	Bryan*****	250000602	287310447362X11082024	971.22
01000-15000100-60350000-00000-0000-000000	General Fund-Human Resources \- Administration-Event Supplies/Services-No Value-No Value-No Value	97596	Amazo*****	250001178	2016115 1024	2,571.86
01000-15000100-60350000-00000-0000-000000	General Fund-Human Resources \- Administration-Event Supplies/Services-No Value-No Value-No Value	95956	Diner*****	250001049	1QN7-QQX7-NYVC	89.99
01000-15000100-60350000-00000-0000-000000	General Fund-Human Resources \- Administration-Event Supplies/Services-No Value-No Value-No Value	95956	Diner*****	250001049	CFA 11.7.24	292.00

	Administration-Food and Food Supplements- No Value-No Value-No Value			250001068	HEB - 11.06.24	90.76				
01000-15000100-60500000-00000-0000-000000	General Fund-Human Resources \- Administration-Equipment & I.T. Enhancement-No Value-No Value-No Value	91018	Stapl*****mmercial Inc	250000497	6015018137	96.38				
01000-15000100-60600000-00000-0000-000000	General Fund-Human Resources \- Administration-Office Supplies-No Value-No Value-No Value	91018	Stapl*****mmercial Inc	250000431	6015018135	395.04				
				250000497	6015018137	27.40				
		96134	ID PJ*****	250001051	279735	1,272.62				
01000-15000100-61110000-00000-0000-000000	General Fund-Human Resources \- Administration-Conference & Seminar Fees- No Value-No Value-No Value	102987	Cruci*****	250001284	89NTH63DSVS	1,795.00				
01000-15000100-61240000-00000-0000-000000	General Fund-Human Resources \- Administration-Drug Testing-No Value-No Value-No Value	97285	Any T*****	250001185	9754	590.00				
01000-15000100-61620000-00000-0000-000000	General Fund-Human Resources \- Administration-Subscriptions & Publications- No Value-No Value-No Value	95956	Diner*****	250000696	783134AF-0013	20.00				
01000-15000100-61750000-00000-0000-000000	General Fund-Human Resources \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	250000456	287310447196X11082024	297.85				
01000-16000100-61680000-00000-0000-000000	General Fund-County Auditor \- Administration-Training-No Value-No Value- No Value	Employee	Thoma*****		TRVL000279582480+1	802.50				
01000-16500100-60600000-00000-0000-000000	General Fund-Purchasing \- Administration- Office Supplies-No Value-No Value-No Value	94806	Perry*****	250001190	IN-1563650	244.80				
				250001216	IN-1563651	68.39				
01000-17000100-60440000-00000-0000-000000	General Fund-Facilities Services \- Administration-Janitorial Supplies-No Value- No Value-No Value	11869	Lowe*****	250000072	992140	205.33				
				21638	Home *****	250000193	833237464	1,012.80		
						250001046	833913866	3,976.20		
						250001055	833704596	81.00		
				94806	Perry*****	250000366	IN-1563792	2,695.18		
	IN-1563855	3,796.10								
01000-17000100-60600000-00000-0000-000000	General Fund-Facilities Services \- Administration-Office Supplies-No Value-No Value-No Value	97596	Amazo*****	250001093	14HW-L6WD-6M7Q	71.96				
01000-17000100-61750000-00000-0000-000000	General Fund-Facilities Services \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	250000289	287310436888X11082024	474.94				
01000-17000100-61880000-00000-0000-000000	General Fund-Facilities Services \- Administration-Utilities Expenditure-No Value- No Value-No Value	60	Atmos*****	250000607	3036561513 1024	95.03				
01000-17000100-65050000-00000-0000-000000	General Fund-Facilities Services \- Administration-Building Maintenance-No Value-No Value-No Value	11869	Lowe*****	250000143	974981	34.00				
				22272	McMas*****Company Inc	250000095	36197600	105.39		
						288	Griff*****ardware	250000150	208091	47.00
									208092	3.00
				208127	39.00					
01000-17000100-65051000-00000-0000-000000	General Fund-Facilities Services \- Administration-Office Supplies-No Value-No Value-No Value	11807	Grain*****	250000154	9307386954	44.27				

	Administration-Air Conditioning/Heating Maintenance-No Value-No Value-No Value	321	Johns*****	25000077	10433549	59.31
		97431	Johns*****llge Station	250001250	8033266	1,633.22
01000-17000100-65052000-00000-0000-000000	General Fund-Facilities Services \- Administration-Carpentry & Building Repair-No Value-No Value-No Value	11869	Lowes*****	250000110	981337	18.03
					986659	91.23
		95001	Sherw*****nc	250000084	5639-1	225.95
01000-17000100-65053000-00000-0000-000000	General Fund-Facilities Services \- Administration-Electrical System Maintenance-No Value-No Value-No Value	262	Deale*****ply	250000181	S101375415.001	35.88
					S101378861.001	312.47
					S101383273.001	292.84
01000-17000100-65056000-00000-0000-000000	General Fund-Facilities Services \- Administration-Plumbing Maintenance-No Value-No Value-No Value	11869	Lowes*****	250000112	984683	95.85
		494	Valle*****upply Co Inc	250000080	406504	362.78
					406563	292.93
01000-17000100-65058000-00000-0000-000000	General Fund-Facilities Services \- Administration-Appliance Maintenance-No Value-No Value-No Value	328	Kesco*****	250000136	5005288	322.20
		4153	Buddy*****nce	250000123	106396	166.13
		97596	Amazo*****	250001199	1NMX-VLC7-M6RJ	110.48
01000-17000100-71025000-00000-0000-000000	General Fund-Facilities Services \- Administration-Contract Services-No Value-No Value-No Value	102948	Gilli*****	250000752	INV-032908	9,057.00
01000-17000100-71206700-00000-0000-000000	General Fund-Facilities Services \- Administration-HVAC Control Contract-No Value-No Value-No Value	100341	Globa*****gy Inc	250000009	130903	340.00
01000-17000100-71512000-00000-0000-000000	General Fund-Facilities Services \- Administration-Rental \- Uniforms-No Value-No Value-No Value	19837	Unifi*****	250000036	2960107635	14.28
					2960107636	214.57
					2960107637	10.96
					2960107638	9.67
01000-17000200-60500000-00000-0000-000000	General Fund-Landscaping-Equipment & I.T. Enhancement-No Value-No Value-No Value	92844	Ewing*****ucts Inc	250001254	24108296	1,766.31
01000-17000200-65056000-00000-0000-000000	General Fund-Landscaping-Plumbing Maintenance-No Value-No Value-No Value	92844	Ewing*****ucts Inc	250000041	24029874	220.66
01000-17000200-71080000-00000-0000-000000	General Fund-Landscaping-Grounds Maintenance-No Value-No Value-No Value	97084	Rios*****	250001228	11114717	3,906.13
01000-17000200-71512000-00000-0000-000000	General Fund-Landscaping-Rental \- Uniforms-No Value-No Value-No Value	19837	Unifi*****	250000036	2960107636	2.86
01000-18000100-60360000-00000-0000-000000	General Fund-County Attorney \- Administration-Furniture Expense-No Value-No Value-No Value	9728	Wilto*****Ltd	250000294	154807	3,264.05
01000-18000100-60600000-00000-0000-000000	General Fund-County Attorney \- Administration-Office Supplies-No Value-No Value-No Value	9728	Wilto*****Ltd	250001174	372094	29.04
01000-18000100-61060000-00000-0000-000000	General Fund-County Attorney \- Administration-Bonds-No Value-No Value-No Value	8494	Old R*****roup		W150391980-12.31.24	178.00
01000-18000100-61750000-00000-0000-000000	General Fund-County Attorney \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T*****	250000118	287310413943X11082024	773.82

01000-18000100-61970000-00000-0000-000000	General Fund-County Attorney \- Administration-Witness Reimbursement-No Value-No Value-No Value	95956	Diner*****		2MSEJQ-CR	(583.45)
01000-19000100-60170000-00000-0000-000000	General Fund-District Attorney \- Administration-Copier/Printer/Fax Supplies-No Value-No Value-No Value	94806	Perry*****	250001210	IN-1563648	352.32
01000-19000100-61110000-00000-0000-000000	General Fund-District Attorney \- Administration-Conference & Seminar Fees-No Value-No Value-No Value	3745	Texas*****ty Attorneys Association	250001241	257161	1,500.00
01000-19000100-61330000-00000-0000-000000	General Fund-District Attorney \- Administration-Grand Jury Expense-No Value-No Value-No Value	16490	Wal-M*****c	250001136	09152	3.18
01000-19000100-61500000-00000-0000-000000	General Fund-District Attorney \- Administration-Printing-No Value-No Value-No Value	1229	Alpha*****	250000878	67839	258.00
01000-19000100-61750000-00000-0000-000000	General Fund-District Attorney \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	250000572	287310417686X11082024	1,366.59
01000-19000100-61801000-00000-0000-000000	General Fund-District Attorney \- Administration-Travel-No Value-No Value-No Value	Employee	Kenne*****		TRVL000281269736	888.33
01000-19000100-61890000-00000-0000-000000	General Fund-District Attorney \- Administration-Victim Assistance-No Value-No Value-No Value	16490	Wal-M*****c	250001136	09152	3.18
01000-19000100-61970000-00000-0000-000000	General Fund-District Attorney \- Administration-Witness Reimbursement-No Value-No Value-No Value	101527	Quali*****	250001296	74312477	123.85
		96870	Best *****BCS	250000529	245971	916.72
					245995	114.59
01000-20000006-60500000-00000-0000-000000	General Fund-District Clerk \- Non Capital-Equipment & I.T. Enhancement-No Value-No Value-No Value	94874	GovCo*****	250000899	75859242	627.85
01000-20000100-61500000-00000-0000-000000	General Fund-District Clerk \- Administration-Printing-No Value-No Value-No Value	1229	Alpha*****	250001121	67956	1,076.64
01000-20000100-61750000-00000-0000-000000	General Fund-District Clerk \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	250000359	287310418905X11082024	43.27
01000-20010000-60620000-00000-0000-000000	General Fund-District Clerk \- Jury Services-Postage & Shipping-No Value-No Value-No Value	102352	Xpedi*****	250001261	20761	4,576.60
01000-21000100-61060000-00000-0000-000000	General Fund-County Clerk \- Administration-Bonds-No Value-No Value-No Value	8494	Old R*****roup		6DY1HLA	644.00
					6DY3HLA	630.00
01000-21000100-61110000-00000-0000-000000	General Fund-County Clerk \- Administration-Conference & Seminar Fees-No Value-No Value-No Value	4541	Texas*****ssociation Inc	250001278	200006048	325.00
01000-21000100-61210000-00000-0000-000000	General Fund-County Clerk \- Administration-Court Costs-No Value-No Value-No Value	10803	Texas*****ublic Safety	250001267	CRS-202410-296765	8.00
01000-21000100-61750000-00000-0000-000000	General Fund-County Clerk \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	250000212	287310415086X11082024	125.61

01000-22000100-61490000-00000-0000-000000	General Fund-85th District Court \- Administration-Petit Jury Expense-No Value-No Value-No Value	95512	Longh*****house Inc	250000799	170	230.60
01000-22100100-61750000-00000-0000-000000	General Fund-272nd District Court \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	250000991	287310201184X11082024	85.58
01000-22100100-61900000-00000-0000-000000	General Fund-272nd District Court \- Administration-Visiting Court Reporters-No Value-No Value-No Value	100469	Raine*****		796	584.42
01000-22200100-61750000-00000-0000-000000	General Fund-361st District Court \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	250000807	287310205841X11082024	171.16
01000-22200100-61801000-00000-0000-000000	General Fund-361st District Court \- Administration-Travel-No Value-No Value-No Value	Employee	Tiffa*****		TRVL000279582517	777.80
01000-22600100-61110000-00000-0000-000000	General Fund-Misdemeanor Associate Court \- Administration-Conference & Seminar Fees-No Value-No Value-No Value	100665	Texas*****Judiciary	250001113	18396	75.00
01000-22600100-61680000-00000-0000-000000	General Fund-Misdemeanor Associate Court \- Administration-Training-No Value-No Value-No Value	100665	Texas*****Judiciary	250000484	44118.00	35.00
				250000487	44120.00	35.00
01000-22700100-60600000-00000-0000-000000	General Fund-County Specialty Court Program-Office Supplies-No Value-No Value-No Value	97596	Amazo*****	250000812	14MW-7RTR-F14L	52.99
01000-23000100-60500000-00000-0000-000000	General Fund-County Court at Law #1 \- Administration-Equipment & I.T. Enhancement-No Value-No Value-No Value	11497	South*****house	250000982	INV00824560	2,252.68
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 *****	250000218	287310376385x11082024	208.79
01000-24201100-61110000-00000-0000-000000	General Fund-Justice of Peace \- Precinct 2 \- Administration-Conference & Seminar Fees-No Value-No Value-No Value	21410	Texas*****y		10207	50.00
					10988A	150.00
					11061A	150.00
					11095A	150.00
					9781A	150.00
01000-24201100-61750000-00000-0000-000000	General Fund-Justice of Peace \- Precinct 2 \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	97548	Veriz*****	250001105	9977059897	75.98
01000-24201100-61801000-00000-0000-000000	General Fund-Justice of Peace \- Precinct 2 \- Administration-Travel-No Value-No Value-No Value	21410	Texas*****y		10988B	120.00
					11061B	120.00
					11095B	120.00
					9781B	180.00
01000-26001000-61880000-00000-0000-000000	General Fund-Community Supervision \- Support-Utilities Expenditure-No Value-No Value-No Value	20	Bryan*****	250000612	2122834 1024	7,783.94

01000-26002000-72090000-00000-0000-000000	General Fund-Health Department \- Support-Auditor \- External-No Value-No Value-No Value	808417	Ingra*****ny PC	250001244	23386	1,890.00	
01000-28000100-60080000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Clothing/Uniforms-No Value-No Value-No Value	91345	CC Cr*****	250000831	N775189	689.25	
		96770	Davis*****	250000317	151690	159.50	
01000-28000100-60400000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Investigation Supplies-No Value-No Value-No Value	11869	Lowes*****	250001245	983827	12.62	
01000-28000100-60600000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Office Supplies-No Value-No Value-No Value	9728	Wilto*****Ltd	250001183	372096	24.07	
01000-28000100-61500000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Printing-No Value-No Value-No Value	1229	Alpha*****	250001027	67902	217.16	
01000-28000100-61750000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	250000373	287296987280X11082024	2,518.45	
01000-28000100-61801000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Travel-No Value-No Value-No Value	Employee	Samue*****		TRVL000281421900	852.97	
01000-28000100-61880000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Utilities Expenditure-No Value-No Value-No Value	60	Atmos*****	250000321	3036538772 1024	922.02	
01000-28000100-65350000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Gasoline Expenditure-No Value-No Value-No Value	11246	Exxon*****	250000422	100891978 SO	292.62	
01000-28000100-65950000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Vehicle Maintenance-No Value-No Value-No Value	102437	Rapid*****h LLC	250000420	INV1130	740.00	
01000-28000100-71502000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Rental \- Facility-No Value-No Value-No Value	10336	Texas***** Extension Service	250000521	SW7311267	125.00	
					SW7311301	125.00	
01000-28000100-72157000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Counseling Services-No Value-No Value-No Value	801917	Luepn*****	250000435	11072024	300.00	
01000-28002000-60080000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Clothing/Uniforms-No Value-No Value-No Value	7800	Award*****	250000271	52156	26.00	
			91345	CC Cr*****	250000831	N775189	371.25
			93357	Galls*****	250000097	029579020	90.14
					250000667	029603516	116.00
01000-28002000-60240000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Detention Supplies-No Value-No Value-No Value	95575	Cooks*****	250001003	N878176	307.42	
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	250001271	0541111249053065	2,400.00	
		3691	Flowe*****y	250000257	4038748514	1,616.37	
					4038748579	1,616.37	
					4038748637	1,616.37	
		91168	Ruffi*****Service	250001012	1705848	61.30	
			1708376	2,728.94			
96384	Best *****p	250001010	27126	14,235.70			
01000-28002000-60440000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Investigation Supplies-No Value-No Value-No Value	94806	Perry*****	250000938	IN-1563055	205.39	

	Administration-Janitorial Supplies-No Value-No Value-No Value			250001225	IN-1563791	1,172.62
01000-28002000-61620000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Subscriptions & Publications-No Value-No Value-No Value	95956	Diner*****	250001274	D7B9C73-0039	364.48
01000-28002000-61750000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T*****	250000259	287296987002X11082024	1,437.31
				250000260	287296987189X11082024	78.70
01000-28002000-61801000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Travel-No Value-No Value-No Value	Employee	Paul*****		TRVL000253655831	15.00
01000-28002000-61880000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Utilities Expenditure-No Value-No Value-No Value	60	Atmos*****	250000331	3031184127 1024	2,978.00
				250000332	3042722604 1024	87.67
01000-28002000-65350000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Gasoline Expenditure-No Value-No Value-No Value	11246	Exxon*****	250000263	100891978 Jail	99.83
01000-28002000-71500000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Rental \- Equipment-No Value-No Value-No Value	1289	Texas*****e	250000281	467351	130.00
01000-28002000-71701000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Solid Waste \- Hauling-No Value-No Value-No Value	1289	Texas*****e	250000290	466868	176.46
01000-28002006-65052000-00000-0000-000000	General Fund-Sheriff Office \- Jail \- Non Capital-Carpentry & Building Repair-No Value-No Value-No Value	96328	REC I*****	250001114	Pay App #1	37,332.40
01000-30201100-61060000-00000-0000-000000	General Fund-Constable Precinct 2 \- Administration-Bonds-No Value-No Value-No Value	8494	Old R*****roup	250001273	LSC1023994-	555.00
01000-30301100-61750000-00000-0000-000000	General Fund-Constable Precinct 3 \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T*****	250000745	287296986923X11082024	199.27
01000-30401100-60080000-00000-0000-000000	General Fund-Constable Precinct 4 \- Administration-Clothing/Uniforms-No Value-No Value-No Value	3486	GT Di*****	250000187	INV1022549	901.17
01000-30401100-61060000-00000-0000-000000	General Fund-Constable Precinct 4 \- Administration-Bonds-No Value-No Value-No Value	8494	Old R*****roup		LPO1059231-25	175.00
01000-31000100-60350000-00000-0000-000000	General Fund-Juvenile Services \- Administration Probation-Food and Food Supplements-No Value-No Value-No Value	102574	McAli*****	250001008	2605246	181.06
01000-31000100-61750000-00000-0000-000000	General Fund-Juvenile Services \- Administration Probation-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T*****	250000002	287310448782X11082024	1,039.44
01000-31000100-65350000-00000-0000-000000	General Fund-Juvenile Services \- Administration Probation-Gasoline Expenditure-No Value-No Value-No Value	11246	Exxon*****	250000005	100891978	76.63
01000-31000100-71500000-00000-0000-000000	General Fund-Juvenile Services \- Administration Probation-Rental \- Equipment-No Value-No Value-No Value	91587	Senti*****vices LLC	250000184	206368	3,606.40

01000-31000100-72090000-00000-0000-000000	General Fund-Juvenile Services \- Administration Probation-Auditor \- External-No Value-No Value-No Value	808417	Ingra*****ny PC	250001239	23387	7,610.00
01000-31000100-72670000-00000-0000-000000	General Fund-Juvenile Services \- Administration Probation-Psychological Services-No Value-No Value-No Value	100474	Gutie***** , LPC, PC	250000021	10*	560.00
01000-31000220-60240000-00000-0000-000000	General Fund-Juvenile Services \- Detention-Detention Supplies-No Value-No Value-No Value	4792	ICS J*****	250001176	INV804533	196.20
01000-31000220-60350000-00000-0000-000000	General Fund-Juvenile Services \- Detention-Food and Food Supplements-No Value-No Value-No Value	101854	Hilan*****mpany LLC	250000018	0541111249053067	309.00
		102244	Broth*****	250000199	00052859	398.55
		96917	Gordo*****nc	250000031	9016107224	1,582.20
01000-31000220-60600000-00000-0000-000000	General Fund-Juvenile Services \- Detention-Office Supplies-No Value-No Value-No Value	9728	Wilto*****Ltd	250001116	372057	21.95
01000-31000220-61390000-00000-0000-000000	General Fund-Juvenile Services \- Detention-Inmate \- Clothing-No Value-No Value-No Value	4792	ICS J*****	250001176	INV804533	93.18
01000-31000220-61880000-00000-0000-000000	General Fund-Juvenile Services \- Detention-Utilities Expenditure-No Value-No Value-No Value	60	Atmos*****	250000322	3030678195 1024	544.78
01000-34000100-61470900-00000-0000-000000	General Fund-Indigent Health Care \- Administration-Prescriptions \- Jail-No Value-No Value-No Value	102148	Polar*****ices of Warrington LLC		09-957-24	57,869.61
01000-35500100-61750000-00000-0000-000000	General Fund-Emergency Management \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	250000389	287310419907X11082024	42.87
01000-36000100-60440000-00000-0000-000000	General Fund-Exposition Center \- Administration-Janitorial Supplies-No Value-No Value	252	Ray C*****ting Company	250001155	502808	381.00
01000-36000100-60500000-00000-0000-000000	General Fund-Exposition Center \- Administration-Equipment & I.T. Enhancement-No Value-No Value-No Value	102393	ExoTe*****LLC	250001268	3139	2,475.00
01000-36000100-61801000-00000-0000-000000	General Fund-Exposition Center \- Administration-Travel-No Value-No Value-No Value	Employee	Jaime*****		TRVL000281161743	13.67
01000-36000100-61880000-00000-0000-000000	General Fund-Exposition Center \- Administration-Utilities Expenditure-No Value-No Value-No Value	60	Atmos*****	250000622	3036539093 1024	324.85
01000-36000100-65250000-00000-0000-000000	General Fund-Exposition Center \- Administration-Diesel Expenditure-No Value-No Value-No Value	97508	Fikes*****	250000501	INV-039308	968.38
01000-36000100-65320000-00000-0000-000000	General Fund-Exposition Center \- Administration-Equipment Maintenance-No Value-No Value-No Value	15561	Capit*****ce of Austin Inc	250000660	06044355	702.92
		97037	WRI O*****	250000712	123784	60.24
01000-36500100-60440000-00000-0000-000000	General Fund-Brazos Center \- Administration-Janitorial Supplies-No Value-No Value-No Value	21638	Home *****	250001130	834952525	545.54

01000-36500100-61750000-00000-0000-000000	General Fund-Brazos Center \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	250000480	287310375799x11082024	118.05
01000-37000100-60600000-00000-0000-000000	General Fund-County Agriculture Extension \- Administration-Office Supplies-No Value-No Value-No Value	9728	Wilto*****Ltd	250001182	372037.1	17.05
					372037.2	123.50
01000-37000100-61750000-00000-0000-000000	General Fund-County Agriculture Extension \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	250000440	287310413424x11082024	154.44
01000-37000100-61801000-00000-0000-000000	General Fund-County Agriculture Extension \- Administration-Travel-No Value-No Value-No Value	Employee	Matth*****		TRVL000280544003	38.19
01000-50000100-60500000-00000-0000-000000	General Fund-County Records Management \- Administration-Equipment & I.T. Enhancement-No Value-No Value-No Value	94806	Perry*****	250001154	IN-1563649	111.60
01000-50000100-60600000-00000-0000-000000	General Fund-County Records Management \- Administration-Office Supplies-No Value-No Value-No Value	94806	Perry*****	250001154	IN-1563649	432.89
01000-50000100-71025000-00000-0000-000000	General Fund-County Records Management \- Administration-Contract Services-No Value-No Value-No Value	97068	Iron *****	250000674	JWnk218	588.94
01000-56001000-61280000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Dues-No Value-No Value-No Value	10028	Texas*****gement Association	250000424	300032264	100.00
		90282	Assoc*****Floodplain Managers	250000403	300032265	100.00
					44685	180.00
					49679	180.00
01000-56001000-61880000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Utilities Expenditure-No Value-No Value-No Value	20	Bryan*****	250000637	2075819 1024	11.30
		60	Atmos*****	250000641	2342538 1024	17.69
				250000642	3044694089 1024	180.15
01000-56001000-65670000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Road and Bridge \- Maintenance\General-No Value-No Value-No Value	90361	State*****ransport Ltd	250000258	SMT324082	62,983.76
				250000264	SMT324057	2,087.18
				250000265	SMT324078	45,645.75
01000-56001000-65690000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Bridge Maintenance-No Value-No Value-No Value	102695	Solid*****tion	250001078	Pay App #2- Democrat Rd	29,800.00
					Pay App #2- Grassbur Rd	203,950.00
01000-56001000-65700000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Road Signs-No Value-No Value-No Value	11869	Lowe*****	250000996	909733	(0.78)
					983451	10.26
01000-56001000-71500000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Rental \- Equipment-No Value-No Value-No Value	10153	Musta*****es	250000922	A9521101	4,310.00
01000-56001000-71512000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Rental \- Uniforms-No Value-No Value-No Value	19837	Unifi*****	250000135	2960107632	175.32
01000-56001000-80715000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Roads \- Capital-No Value-No Value-No Value	92002	Knife*****on-South	240000944	Pay App #12	1,028,419.70
01000-56002000-65320000-00000-0000-000000	General Fund-Fleet Shop \- Heavy Equipment-Equipment Maintenance-No Value-No Value-No Value	102949	Holt ***** Texas LLC	250000764	X303046629:01	437.10
					X303046757:01	965.35

					X303046788:01	(383.46)
					X303046797:01	57.01
			250000957		X303046571:01	3,253.14
					X303046795:01	(437.50)
		11682	Napa*****	250000093	336609	4.31
					337945	1,428.80
					338202	(216.00)
					338326	216.00
					338327	(54.00)
		2236	R B E*****	250001043	SI134365	1,079.77
		73	Musta*****	250000092	PART6764225	79.56
		90180	Perfo*****	250000065	S0052204661	63.37
					S0052204701	(32.93)
					S0052209671	22.67
					S0052210551	(10.01)
		97038	Diamo*****	250001157	275483	893.43
01000-56002000-65720000-00000-0000-000000	General Fund-Fleet Shop \- Heavy Equipment-Shop Supplies-No Value-No Value-No Value	11682	Napa*****	250001111	338712	34.71
01000-56002000-65950000-00000-0000-000000	General Fund-Fleet Shop \- Heavy Equipment-Vehicle Maintenance-No Value-No Value-No Value	11682	Napa*****	250000093	336923	81.60
					336941	42.09
					337943	643.96
					338327	(72.00)
01000-56002000-71512000-00000-0000-000000	General Fund-Fleet Shop \- Heavy Equipment-Rental \- Uniforms-No Value-No Value-No Value	19837	Unifi*****	250000062	2960107633	27.03
01000-56005000-61880000-00000-0000-000000	General Fund-Environmental Protection-Utilities Expenditure-No Value-No Value-No Value	20	Bryan*****	250000337	2075791 1024	18.15
				250000341	2075420 1024	21.36
01000-56005000-71025000-00000-0000-000000	General Fund-Environmental Protection-Contract Services-No Value-No Value-No Value	807314	Junct*****Inc	250000427	11626	19,796.40
12000-56006000-65690000-00000-0000-000000	State Lateral Road Fund-State Lateral Road Fund-Bridge Maintenance-No Value-No Value-No Value	102695	Solid*****tion	250001078	Pay App #1- Pleasant Hill Rd	143,590.00
15000-52000100-61620000-00000-0000-000000	Law Library Fund-Law Library Fund \- Administration-Subscriptions & Publications-No Value-No Value-No Value	16290	Lexis*****	250000765	3095394428	751.00
				250000767	3095391919	1,020.00
20010-21006000-71025000-00000-0000-000000	County Clerk Archival Fund-County Clerk Archival Fund-Contract Services-No Value-No Value-No Value	101248	GovOS*****	250001146	INV-7908	74.34
22000-51000100-61750000-00000-0000-000000	Courthouse Security Fund-Courthouse Security Fund-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T*****	250000351	287296987381X11082024	39.35
24000-24005100-61750000-00000-0000-000000	Justice of the Peace Technology Fund-JP Technology \- JP #1-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T*****	250000103	287310448376x11082024	43.27

30000-272200-60600000-00000-0000-000000	Brazos County Grant Fund-Texas Indigent Defense Commission Grant PB\22\21-Office Supplies-No Value-No Value-No Value	9728	Wilto*****Ltd	250001035	371965.1	8.33
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	97440	Rosa*****a Factory Ltd	250001137	74	176.94
				250001238	39706	209.93
34000-19200100-60500000-00000-0000-000000	District Attorney Crime Fund-District Attorney Crime Fund \- Administration-Equipment & I.T. Enhancement-No Value-No Value-No Value	16490	Wal-M*****c	250001232	09153	75.00
34000-19200100-61500000-00000-0000-000000	District Attorney Crime Fund-District Attorney Crime Fund \- Administration-Printing-No Value-No Value-No Value	7099	Copy *****	250001276	CC-0956106	59.10
43200-63432100-80101000-00000-0000-000000	2020 Certificates of Obligation-Jail Kitchen Expansion-Building Improvements-No Value-No Value-No Value	101932	Allen*****	250001285	46016	339.50
45000-00000000-30302000-00000-0000-000000	Capital Improvement Fund-No Value-Contract Pay \- Retainages-No Value-No Value-No Value	102695	Solid*****tion	250001078	Pay App #1- Pleasant Hill Rd	(7,179.50)
					Pay App #2- Democrat Rd	(1,490.00)
		96328	REC I*****	250001114	Pay App #2- Grassbur Rd	(10,197.50)
					Pay App #1	(1,866.62)
50000-64005000-71112000-00000-0000-000000	Health and Life Insurance Fund-Group Insurance \- Administration-Medical Claims \- County-No Value-No Value-No Value	6313	Texas*****Counties		2177252024110100	141,470.49
50000-64005000-71113000-00000-0000-000000	Health and Life Insurance Fund-Group Insurance \- Administration-Dental Claims \- County-No Value-No Value-No Value	6313	Texas*****Counties		2177252024110100	13,957.15
50000-64005100-61110000-00000-0000-000000	Health and Life Insurance Fund-Health & Wellness Clinic-Conference & Seminar Fees-No Value-No Value-No Value	92512	Sam H*****iversity	250000876	01	300.00
60000-00000000-31120000-00000-0000-000000	Payroll Agency Fund-No Value-Deferred Compensation \- Nationwide-No Value-No Value-No Value	3382	Natio***** Solutions		11.01.24	7,611.61
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		11.01.24	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		11.01.24	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*****		11.01.24 **** 9100	50.00
			Brazo*****		11.01.24 **** 9101	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 11.01.24 ****	208.33
		102138	Fishe*****		DCA 11.01.24 ****	208.33
60000-00000000-31204200-00000-0000-000000	Payroll Agency Fund-No Value-Withholding \- Unreimb. Medical-No Value-No Value-No Value	102311	Baner*****		FSA 11.01.24 **	247.40

60000-00000000-31244000-00000-0000-000000	Payroll Agency Fund-No Value-Withholding \- Levy\ -Bankruptcy-No Value-No Value-No Value	94674	Peake*****		11.01.24 ****	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		11.01.24	29.77
91000-53000100-61801000-00000-0000-000000	Health \- County Health District-Health Department \- Administration-Travel-No Value-No Value-No Value	Employee	Denni*****		TRVL000281255755	23.38
91000-53001000-61280000-00000-0000-000000	Health \- County Health District-Environmental Services Administration-Dues-No Value-No Value-No Value	95956	Diner*****		069661	113.75
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 *****	250000239	287310437018X11082024	2,770.35
91000-53001000-61801000-00000-0000-000000	Health \- County Health District-Environmental Services Administration-Travel-No Value-No Value-No Value	97494	RMA T*****	250001207	100092175865	21.50
91000-53002000-72590000-00000-0000-000000	Health \- County Health District-Clinic Services Administration-Professional Fees \- Other-No Value-No Value-No Value	16178	Justi*****		201706665 201706833	2,847.72 1,692.33
91000-53003000-60600000-00000-0000-000000	Health \- County Health District-Lab Administration-Office Supplies-No Value-No Value-No Value	9728	Wilto*****Ltd	250001086	372043.1	24.35
91000-53003000-71025000-00000-0000-000000	Health \- County Health District-Lab Administration-Contract Services-No Value-No Value-No Value	96352	Biome*****tions LLC	250000536	317747	408.25
91000-532300-60500000-00000-0000-000000	Health \- County Health District-Maternal, Child & Adolescent Health Grant-Equipment & I.T. Enhancement-No Value-No Value-No Value	11497	South*****ehouse	250001233	INV00817814	23.08
91000-532300-60600000-00000-0000-000000	Health \- County Health District-Maternal, Child & Adolescent Health Grant-Office Supplies-No Value-No Value-No Value	9728	Wilto*****Ltd	250001234	372127	45.28
97000-551100-69307000-00000-0000-000000	CSCD \- Community Supervision-Basic Supervision-Auditor \- External\ -CSCD-No Value-No Value-No Value	808417	Ingra*****ny PC	250001321	23388	6,905.00
97000-556300-53330000-00000-0000-000000	CSCD \- Community Supervision-Specialty Court Program \- Administration-CSCD Medical Health Benefit-No Value-No Value-No Value	10022	Texas*****riminal Justice		100124-103124	1,249.64
Grand Total						2,449,199.56



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Budget Office NUMBER:

DATE OF COURT MEETING: 11/19/2024

ITEM: Acknowledgement of the 2024-2025 Budget to Actuals by Fund as of November 13, 2024.
Acknowledgement of the 2024-2025 Contingency Budget to Actuals by Fund as of November 13, 2024.

TO: Commissioners Court

FROM: Nina Payne

DATE: 11/11/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
Budget to Actuals FY 2025.pdf	FY 2024-2025 Budget to Actuals by Fund as of 11/13/2024	Backup Material
FY 25 Contingency Budget to Actuals Fund.pdf	FY 2024-2025 Contingency Budget to Actuals by Fund as of 11/13/2024	Backup Material

Brazos County, Texas
FY 2024-2025 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 01000 General Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date	Percent Received
Taxes	119,608,263	131,167,122	139,852,629	821,034	1%
Charges for Services	14,373,002	13,985,011	13,624,275	646,553	5%
Interest Income	8,311,341	13,121,394	10,275,000	(465,345)	(5)
Other Revenue	1,265,902	2,820,246	1,086,700	58,350	5%
Reserves	-	0	101,741,160	-	-
Intergovernmental	8,218,468	862,745	857,002	251,372	29%
Other Financing Sources	215,777	190,452	210,000	-	-
Total Revenue	\$151,992,753	\$162,146,970	\$267,646,766	\$1,311,965	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	56,995,467	65,886,023	5,041,778	8%
Outside Labor Costs	104,348	177,763	163,000	-	-
Benefits	27,183,091	31,575,201	37,844,757	4,363,136	12%
Supplies and Other Charges	9,058,121	9,413,365	12,861,535	1,557,714	12%
Contingency	-	-	7,173,793	-	-
Repairs and Maintenance	4,532,190	9,676,174	21,788,638	777,073	4%
Contractual Services	9,372,616	8,108,247	10,745,147	1,233,748	11%
Professional Services	6,379,393	6,296,670	14,152,695	270,674	2%
Community Contracts	4,716,979	5,616,842	7,570,308	1,008,034	13%
Capital Outlay	7,260,102	9,629,795	12,168,102	(172,985)	(1)
Other Financing Uses	20,917,731	478,638	77,292,768	-	-
Total Expense	\$139,010,628	\$137,968,161	\$267,646,766	\$14,079,173	5%

Brazos County, Texas
FY 2024-2025 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 11000 Hotel Occupancy Tax Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date
Taxes	3,689,821	4,087,515	3,780,000	0
Interest Income	119,177	318,887	250,000	-
Other Revenue	1,500	2,750	-	-
Reserves	-	-	2,340,838	-
Other Financing Sources	246,080	46,707	-	-
Total Revenue	\$4,056,579	\$4,455,859	\$6,370,838	\$0

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	6,206	4%
Benefits	41,481	36,337	76,620	3,660	5%
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	5,300	96%
Community Contracts	1,370,205	803,981	1,050,000	-	-
Capital Outlay	554,303	563,572	440,000	-	-
Other Financing Uses	-	1,250,000	1,250,000	-	-
Total Expense	\$2,454,451	\$2,942,905	\$6,370,838	\$73,500	1%

**Brazos County, Texas
 FY 2024-2025 Budget to Actuals -
 Revenue and Expenditure
 Categories Report by Fund
 (Unaudited)**

Fund: 12000 State Lateral Road Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date	Percent Received
Interest Income	5,056	13,763	11,000	-	-
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
(Unaudited)

Fund: 13000 Unclaimed Property Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date
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
(Unaudited)

Fund: 15000 Law Library Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date	Percent Received
Charges for Services	164,116	105,074	95,000	1,365	1%
Interest Income	1,942	8,101	5,000	-	-
Reserves	-	-	167,500	-	-
Total Revenue	\$166,057	\$113,175	\$267,500	\$1,365	1%

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
(Unaudited)

Fund: 16000 Local Provider Participation
Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date	Percent Received
Taxes	31,728,216	40,008,694	38,000,000	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	Percent Spent
Supplies and Other Charges	134,246	-	-	-	-
Community Contracts	26,044,743	37,357,270	62,460,000	233,607	0%
Other Financing Uses	20,000	20,000	20,000	-	-
Total Expense	\$26,198,989	\$37,377,270	\$62,480,000	\$233,607	0%

Brazos County, Texas
FY 2024-2025 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 18000 Law Enforcement Education
Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date
Reserves	-	-	82,738	-
Intergovernmental	14,872	37,584	36,900	-
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	Percent Spent
Supplies and Other Charges	12,741	25,911	119,638	144	0%
Total Expense	\$12,741	\$25,911	\$119,638	\$144	0%

Brazos County, Texas
FY 2024-2025 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 19000 Court Records Preservation
Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date
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
(Unaudited)

Fund: 20000 County Clerk Records
Management Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date	Percent Received
Charges for Services	364,311	305,258	300,000	25,290	8%
Interest Income	31,036	69,629	60,000	-	-
Reserves	-	-	1,268,000	-	-
Total Revenue	\$395,347	\$374,888	\$1,628,000	\$25,290	2%

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	11,317	8%
Benefits	56,889	62,648	84,743	6,998	8%
Supplies and Other Charges	725	17,345	8,500	-	-
Contingency	-	-	1,074,884	-	-
Repairs and Maintenance	-	-	500	-	-
Contractual Services	327,291	133,123	325,340	336	0%
Capital Outlay	-	22,822	-	-	-
Total Expense	\$488,964	\$360,313	\$1,628,000	\$18,651	1%

Brazos County, Texas
FY 2024-2025 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 20010 County Clerk Archival Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date	Percent Received
Charges for Services	290,550	280,855	275,000	24,360	9%
Interest Income	30,786	74,394	66,000	-	-
Reserves	-	-	1,440,000	-	-
Total Revenue	\$321,336	\$355,249	\$1,781,000	\$24,360	1%

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date	Percent Spent
Contingency	-	-	1,206,000	-	-
Contractual Services	253,734	220,953	575,000	74	0%
Total Expense	\$253,734	\$220,953	\$1,781,000	\$74	0%

Brazos County, Texas
FY 2024-2025 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 22000 Courthouse Security Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date	Percent Received
Charges for Services	115,046	89,005	90,800	3,140	3%
Interest Income	5,325	6,601	-	-	-
Reserves	-	-	161,000	-	-
Other Financing Sources	294,951	-	-	-	-
Total Revenue	\$415,322	\$95,606	\$251,800	\$3,140	1%

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	261	10%
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	\$261	0%

Brazos County, Texas
FY 2024-2025 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 22010 Justice Court Security Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date	Percent Received
Charges for Services	33,424	35,820	34,800	3,153	9%
Interest Income	4,523	12,673	11,000	-	-
Reserves	-	-	256,000	-	-
Total Revenue	\$37,947	\$48,492	\$301,800	\$3,153	1%

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
(Unaudited)

Fund: 23000 District Clerk Records
Management Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date	Percent Received
Charges for Services	84,461	126,480	120,000	4,161	3%
Interest Income	5,326	14,174	12,000	-	-
Reserves	-	-	297,000	-	-
Total Revenue	\$89,788	\$140,653	\$429,000	\$4,161	1%

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	4,796	6%
Benefits	1,553	4,718	19,304	1,188	6%
Contractual Services	149,231	-	312,396	-	-
Professional Services	-	-	20,000	-	-
Total Expense	\$170,763	\$64,914	\$429,000	\$5,984	1%

**Brazos County, Texas
 FY 2024-2025 Budget to Actuals -
 Revenue and Expenditure
 Categories Report by Fund
 (Unaudited)**

Fund: 23010 District Clerk Archival Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date
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
(Unaudited)

Fund: 24000 Justice of the Peace
 Technology Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date	Percent Received
Charges for Services	28,209	30,068	29,200	2,637	9%
Interest Income	4,324	10,515	10,000	-	-
Reserves	-	-	82,000	-	-
Total Revenue	\$32,534	\$40,584	\$121,200	\$2,637	2%

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
(Unaudited)

Fund: 24010 County and District Court
 Technology Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date	Percent Received
Charges for Services	10,059	8,304	8,400	661	8%
Interest Income	2,647	6,831	6,000	-	-
Reserves	-	-	134,000	-	-
Total Revenue	\$12,706	\$15,135	\$148,400	\$661	0%

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
(Unaudited)

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
(Unaudited)

Fund: 26000 District Attorney Hot Check
 Collections Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date	Percent Received
Interest Income	113	277	100	-	-
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
(Unaudited)

Fund: 27000 Bail Bond Board Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date
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	Percent Spent
Salaries and Wages	321	-	4,001	-	-
Benefits	113	-	1,011	-	-
Supplies and Other Charges	-	419	6,660	665	10%
Contingency	-	-	109,828	-	-
Total Expense	\$433	\$419	\$121,500	\$665	1%

**Brazos County, Texas
 FY 2024-2025 Budget to Actuals -
 Revenue and Expenditure
 Categories Report by Fund
 (Unaudited)**

Fund: 28000 Voter Registration Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date
Intergovernmental	16,804	-	-	-
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
(Unaudited)

Fund: 29000 Vehicle Inventory Interest
Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date
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
(Unaudited)

Fund: 30000 Brazos County Grant Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date	Percent Received
Public Health Revenue	0	60,000	-	-	-
Other Revenue	32	-	-	-	-
Intergovernmental	2,603,804	4,272,026	4,261,239	1,767,523	41%
Other Financing Sources	336,489	478,638	1,148,482	-	-
Total Revenue	\$2,940,325	\$4,810,663	\$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	2,794,329	3,394,634	258,521	8%
Benefits	813,685	1,211,302	1,461,116	126,381	9%
Supplies and Other Charges	106,792	176,139	115,324	7,537	7%
Contingency	-	-	303,192	-	-
Repairs and Maintenance	5,186	3,637	4,900	20	0%
Contractual Services	116,713	403,012	110,055	10,912	10%
Professional Services	-	2,500	2,500	-	-
Capital Outlay	158,206	377,396	18,000	-	-
Total Expense	\$2,949,047	\$4,968,314	\$5,409,721	\$403,371	7%

Brazos County, Texas
FY 2024-2025 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 31000 American Rescue Plan Act

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date
Intergovernmental	7,495,180	1,988,725	20,884,000	-
Other Financing Sources	-	-	15,784,000	-
Total Revenue	\$7,495,180	\$1,988,725	\$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	1,180,752	35,000,000	-
Total Expense	\$7,495,180	\$1,988,725	\$36,668,000	-

Brazos County, Texas
FY 2024-2025 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 32000 SB 22 2023 Rural Law
 Enforcement Salary Assistance Program

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date	Percent Received
Interest Income	-	22,969	-	-	-
Intergovernmental	-	1,026,255	1,050,000	1,050,000	100%
Total Revenue	-	\$1,049,224	\$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	31,155	7%
Benefits	-	110,487	110,880	7,695	7%
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	\$38,850	4%

**Brazos County, Texas
 FY 2024-2025 Budget to Actuals -
 Revenue and Expenditure
 Categories Report by Fund
 (Unaudited)**

Fund: 33000 Sheriff's Office Crime Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date
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
(Unaudited)

Fund: 34000 District Attorney Crime
Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date
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	6,220	7%
Benefits	9,588	10,539	39,520	2,589	7%
Supplies and Other Charges	11,007	18,986	20,649	2,792	14%
Contingency	-	-	82,219	-	-
Contractual Services	360	360	20,000	90	0%
Other Financing Uses	-	9,000	-	-	-
Total Expense	\$41,339	\$65,990	\$246,900	\$11,690	5%

Brazos County, Texas
FY 2024-2025 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 35000 Primary Election Services
Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date
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	312	3%
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	\$4,983	5%

**Brazos County, Texas
 FY 2024-2025 Budget to Actuals -
 Revenue and Expenditure
 Categories Report by Fund
 (Unaudited)**

Fund: 39010 Brazos County Housing
 Finance Corporation

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date
Charges for Services	402,125	5,334	5,000	-
Interest Income	5,259	27,592	0	1
Reserves	-	-	104,000	-
Total Revenue	\$407,384	\$32,926	\$109,000	\$1

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
(Unaudited)

Fund: 41000 General Obligation Debt
Service Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date	Percent Received
Taxes	9,799,037	11,772,533	10,607,305	81,862	1%
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	\$81,862	1%

Description	2022-2023 Actual Expenditures	2023-2024 Actual Expenditures	2024-2025 Adopted Budget	2024-2025 Expenditures to Date	Percent Spent
Debt Service	9,028,173	11,864,575	14,807,305	1,250	0%
Total Expense	\$9,028,173	\$11,864,575	\$14,807,305	\$1,250	0%

Brazos County, Texas
FY 2024-2025 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 43200 2020 Certificates of
Obligation

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date
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	Percent Spent
Supplies and Other Charges	54,447	0	-	-	-
Contingency	-	-	782,000	-	-
Contractual Services	2,656,302	2,398,009	-	-	-
Capital Outlay	1,891,648	618,110	5,300,000	478,972	9%
Total Expense	\$4,602,397	\$3,016,119	\$6,082,000	\$478,972	8%

Brazos County, Texas
FY 2024-2025 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 43230 On System Road Bond -
TXDOT

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date
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
(Unaudited)

Fund: 43231 Off System Road Bond

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date
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
(Unaudited)

Fund: 43232 2023 Certificates of
Obligation

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date
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
(Unaudited)

Fund: 45000 Capital Improvement Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date
Other Revenue	102,356	(37,500)	-	-
Reserves	-	0	18,090,000	-
Other Financing Sources	20,893,118	4,180,663	10,320,286	-
Total Revenue	\$20,995,474	\$4,143,163	\$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	9,905,434	26,465,286	261,802	1%
Total Expense	\$5,391,415	\$9,905,434	\$28,410,286	\$261,802	1%

Brazos County, Texas
FY 2024-2025 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 50000 Health and Life Insurance
Fund

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date	Percent Received
Other Revenue	23,006,476	27,347,734	23,136,458	2,713,223	12%
Reserves	-	-	10,500,000	-	-
Total Revenue	\$23,006,476	\$27,347,734	\$33,636,458	\$2,713,223	8%

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	30,459	5%
Benefits	133,569	106,496	255,837	15,146	6%
Supplies and Other Charges	53,669	58,937	124,895	11,977	10%
Contingency	-	-	5,524,827	-	-
Repairs and Maintenance	75	65	125	10	8%
Contractual Services	21,346,651	23,805,807	26,691,952	1,595,839	6%
Professional Services	379,176	372,198	425,200	64,097	15%
Total Expense	\$22,140,208	\$24,565,349	\$33,636,458	\$1,717,527	5%

Brazos County, Texas
FY 2024-2025 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 93000 Regional Mobility Authority

Description	2022-2023 Actual Revenue	2023-2024 Actual Revenue	2024-2025 Adopted Budget	2024-2025 Actual Revenue To Date
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
 (Unaudited)**

Fund: 01000 General Fund - Contingency

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
Pre-Trial Bond Supervision Contingency - 10003000 *	10,000.00	-	10,000.00
Commissioner's Court Contingency - 11001500	7,093,741.00	(170,110.00)	6,923,631.00
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	(171,110.00)	7,002,683.00

* Can only be used for that program or division

**Brazos County, Texas
 FY 2024-2025 Contingency
 Budget to Actuals by Fund
 (Unaudited)**

Fund: 11000 HOT Fund Fund - Contingency *

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
HOT Fund Contingency - 11002500	548,989.00	-	548,989.00
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
 (Unaudited)**

Fund: 13000 Unclaimed Property Fund - Contingency *

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
Contingency - 12005000	87,200.00	-	87,200.00
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
 (Unaudited)**

Fund: 20000 County Clerk Records Management Fund - Contingency *

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
Contingency - 21005000	1,074,884.00	-	1,074,884.00
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
 (Unaudited)**

Fund: 20010 County Clerk Archival Fund - Contingency *

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
Contingency - 21006000	1,206,000.00	(2,200.00)	1,203,800.00
Total Count Clerk Archival Fund Contingency	1,206,000.00	(2,200.00)	1,203,800.00

* Can only be used for this fund

**Brazos County, Texas
 FY 2024-2025 Contingency
 Budget to Actuals by Fund
 (Unaudited)**

Fund: 22000 Courthouse Security Fund - Contingency *

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
Contingency - 51000100	168,131.00	-	168,131.00
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
 (Unaudited)**

Fund: 24000 Justice of the Peace Technology Fund - Contingency *

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
JP Technology Administration - 24005000	77,200.00	-	77,200.00
JP Technology - JP #1 - 24005100	5,000.00	-	5,000.00
JP Technology - JP #2 - 24005200	5,000.00	-	5,000.00
JP Technology - JP #3 - 24005300	5,000.00	-	5,000.00
JP Technology - JP #4 - 24005400	5,000.00	-	5,000.00
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
 (Unaudited)**

Fund: 25000 Forfeiture Fund - Contingency *

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
Sheriff Forfeiture Fund - 2801000	20,191.00	-	20,191.00
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
 (Unaudited)**

Fund: 26000 District Attorney Hot Check Collections Fund - Contingency *

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
Contingency - 19006000	5,550.00	-	5,550.00
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
 (Unaudited)**

Fund: 27000 Bail Bond Board Fund - Contingency *

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
Contingency - 12006000	109,828.00	-	109,828.00
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
 (Unaudited)**

Fund: 29000 Vehicle Inventory Interest Fund - Contingency *

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
Contingency - 13006000	357,611.00	-	357,611.00
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
 (Unaudited)**

Fund: 30000 Grant Fund - Contingency *

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
Texas Indigent Defense Commission - 272200	191,075.00	-	191,075.00
BV Human Trafficking Task Force Development - 283700	93,101.00	-	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
 (Unaudited)**

Fund: 33000 Sheriff's Office Crime Fund - Contingency *

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
Contingency - 28050000	23,511.00	-	23,511.00
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
 (Unaudited)**

Fund: 34000 District Attorney Crime Fund - Contingency *

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
Contingency - 19200100	82,219.00	-	82,219.00
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
 (Unaudited)**

Fund: 35000 Primary Election Services Fund - Contingency *

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
Contingency - 21130000	53,800.00	(4,500.00)	49,300.00
Total Primary Election Services Fund Contingency	53,800.00	(4,500.00)	49,300.00

* Can only be used for this fund

**Brazos County, Texas
 FY 2024-2025 Contingency
 Budget to Actuals by Fund
 (Unaudited)**

Fund: 43200 2020 Certificates of Obligation - Contingency *

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
Commissioner's Court Contingency - 11001500	782,000.00	-	782,000.00
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
 (Unaudited)**

Fund: 45000 General Permanent Improvement Fund - Contingency *

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
Commissioner's Court Contingency - 63110001	1,945,000.00	(351,849.20)	1,593,150.80
Total General Permanent Improvement Fund Contingency	1,945,000.00	(351,849.20)	1,593,150.80

* Can only be used for this fund

**Brazos County, Texas
 FY 2024-2025 Contingency
 Budget to Actuals by Fund
 (Unaudited)**

Fund: 50000 Health and Life Insurance Fund - Contingency *

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
Group Insurance - Admiration - 64005000	5,504,827.00	-	5,504,827.00
Health and Wellness Clinic - 64005100	20,000.00	-	20,000.00
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
 (Unaudited)**

Fund: 55000 Jail Commissary Fund - Contingency *

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
Jail Commissary - 28006000	346,688.00	-	346,688.00
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
 (Unaudited)**

Fund: 58000 County Attorney Operating Fund - Contingency *

Department	2024-2025 Adopted Budget	2024-2025 Contingency	2024-2025 Remaining to Date
Contingency - 18006000	64,000.00	-	64,000.00
Total County Attorney Operating Fund Contingency	64,000.00	-	64,000.00

* Can only be used for this fund